

Collective Agreement

between

The Corporation *of* the Regional Municipality
Of Haldimand-Norfolk

and

The Canadian Union of Public Employees
Local 2210
Inside Employees-Office, Clerical & Technical
and
Outside Employees-Employees in the Engineering Department
Roads Division, as previously covered by the
CUPE local 1722 Collective Agreement
Which expired Dec 31st, 1996

Begins:
01/01/1997

Terminates:
03/31/2000

12072 (01)

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NOTE: Denotes any new or revised Article.

ARTICLE 1 - PURPOSE

1.1

WHEREAS it is the purpose of both Parties to this Agreement:

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

NOW THEREFORE the Parties agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.1

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

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



2.2

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

ARTICLE 3 - RECOGNITION AND COVERAGE

3.1

The Employer recognizes the Canadian Union of Public Employees, Local 2210 as the sole and exclusive collective bargaining agent for all its office, clerical and technical employees and “outside” employees (employed in the Engineering Department, Roads Division) save and except Supervisors and persons above that rank (as set forth in this Article), persons employed in Municipal Homes for the Aged, persons employed as Registered and Public Health Nurses in the Health Department, persons covered by subsisting collective agreements between the Employer and other Trade Unions, persons employed by Boards or Agencies which come under the jurisdiction or supervision of the Regional Municipality of Haldimand-Norfolk, persons hired under a Federal or Provincial work incentive program, students employed in a co-operative training program, students employed during the school vacation period and the following employees:

Position/ Division	Department
Chief Administrative Officer	CAO
Permanent Part-Time Secretary	CAO
Curator, Haldimand County Museum	CAO
Assistant to the Curator, Haldimand County Museum	CAO
Executive Assistant	Chairman's Office
Director	MIS
Executive Secretary/ User Liaison	MIS
Office Systems Co-ordinator	MIS
Systems Co-ordinator	MIS
Technical Support Representative	MIS
Regional Clerk	Clerk's
Committee Secretary	Clerk's
Permanent Part-Time Tree Commissioners	Clerk's
Welfare Administrator, Income Maintenance	Social Services
Field Supervisor, Income Maintenance	Social Services
Administrator, Norview	Social Services
Accounts Clerk , Norview	Social Services
Associate Director of Nursing, Norview	Social Services
Director of Nursing, Norview	Social Services
Scheduling Clerk / Secretary, Norview	Social Services
Secretary to Director of Nursing, Norview	Social Services
Supervisor, Maintenance, Housekeeping & Laundry, Norview	Social Services

Permanent Part-Time Programs / Volunteer	
Co-ordinator, Norview	Social Services
Administrator, Grandview	Social Services
Accounts Clerk, Grandview	Social Services
Adjuvant, Grandview	Social Services
Associate Director of Nursing, Grandview	Social Services
Craft Programmer, Grandview	Social Services
Director of Nursing, Grandview	Social Services
Maintenance Supervisor, Grandview	Social Services
Manager, Support Services, Grandview	Social Services
Program Supervisor / Staff Development	
Co-ordinator, Grandview	Social Services
Receptionist/ Office Clerk, Grandview	Social Services
Recreation Programmer, Grandview	Social Services
Secretary to Director of Nursing, Grandview	Social Services
Secretary to the Administrator, Grandview	Social Services
Permanent Part-Time Secretary	Grandview
Commissioner & Treasurer	Finance
Budget Analyst	Finance
Deputy Treasurer	Finance
Executive Secretary	Finance
Financial Analyst	Finance
Financial Reporting & Systems Officer	Finance
Manager, Financial Services	Finance
Payroll Co-ordinator	Finance
Commissioner	Human Resources
Advisor, OHS/WCB	Human Resources
Benefits Co-ordinator	Human Resources
HRIS Co-ordinator	Human Resources
Manager, Employee Relations	Human Resources
Manager, Employee Services	Human Resources
Personnel Assistant, Commissioner & Advisor	
OHS/WCB	Human Resources
Personnel Assistant, Employee Relations	Human Resources
Personnel Assistant, Employee Services	Human Resources
Medical Officer of Health	Health Department
Administrative Assistant	Health Department
Business Administrator	Health Department
Director, Disease Prevention Division	Health Department
Director, Addictions Assessment & Referral	Health Department
Director, Health Promotion Division	Health Department
Executive Secretary, Addictions	Health Department
Program Manager, Disease Prevention Division	
- Communicable Disease Team	Health Department
Program Manager, Disease Prevention Division	
- Healthy Environment Team	Health Department
Program Manager, Health Promotion Division	
- Healthy Growth & Development	Health Department

Program Manager, Health Promotion Division - Population Health Team	Health Department
Program Supervisor, Disease Prevention Division - Healthy Environment Team	Health Department
Program Supervisor, Disease Prevention Division - Communicable Disease Team / Epidemiology	Health Department
Secretary, Health Promotion Division	Health Department
Secretary, Disease Prevention Division	Health Department
Permanent Part-Time Supervisor, Addictions Commissioner	Health Department Engineering
Area Superintendent, Water & Sewer	Engineering
Area Superintendent, Roads	Engineering
Building Superintendent	Engineering
Co-ordinator, Landfill Operations	Engineering
Executive Secretary	Engineering
Manager, Project Engineering Division	Engineering
Manager, Roads	Engineering
Manager, Water & Sewer Division	Engineering
Purchasing Officer	Engineering
Superintendent, Shop & Fleet Maintenance	Engineering
Waste Reduction Co-ordinator	Engineering
Commissioner	Planning & Economic Development
Development Supervisor / Senior Planner	Planning & Economic Development
Economic Development Assistant	Planning & Economic Development
Economic Development Officer	Planning & Economic Development
Executive Secretary	Planning & Economic Development
Graphics Supervisor	Planning & Economic Development
Manager, Policy & Development	Planning & Economic Development
Manager, Building Division & Chief Building Official	Planning & Economic Development
Policy Supervisor	Planning & Economic Development
Supervisor, Building Division & Deputy Chief Building Official	Planning & Economic Development

3.2

The Employer shall not negotiate with any Party other than the elected representatives of the Union to amend or alter the terms or conditions of the Collective Agreement.

3.3

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

3.4

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

3.5

It is understood and agreed that if a person is employed for a specific term or task of not more than three (3) months in duration, or a person hired under a Federal, Provincial or Municipal work incentive program such person shall be considered a temporary employee and not within the scope of this Agreement. However, should such a person remain in the employ of the Employer for a period of more than three (3) months, such person shall be entitled to all rights and benefits of the Collective Agreement with the exception of those rights and benefits which are identified in Article 3.6.



3.6

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

(i) Seniority ("Probationary Period")- Article 14;

(ii) Vacations - Article 26;

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

If such temporary employee is employed for twelve (12) months or more, such employee shall receive vacation with pay as per the provisions of Article 26; and;

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

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

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



3.7

The following Articles pertain to only those employed in the Employer's Health Department (previously members of the Staff Association):

27.6
28.1 (a) (2)



3.8

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

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

ARTICLE 4 - NO DISCRIMINATION OR COERCION

4.1

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

ARTICLE 5 - DUTY TO ACCOMMODATE

5.1

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

ARTICLE 6 - UNION SECURITY

6.1

All employees shall, as a condition of continued employment, become and remain members in good standing of the Union.



6.2

(a) It is agreed that all employees who are eligible to be in the Bargaining Unit, shall be required to pay an amount equal to the current monthly Union dues, **so** long as the Union is the recognized Bargaining agent. It is further agreed that the Employer will deduct from the wages of each employee, commencing with their first pay, a sum equal to the current monthly dues and remit the money **so** deducted to the National Secretary-Treasurer for the Canadian Union of Public Employees not later than the 15th day of the month following, accompanied by a list of names showing from whom the deductions were made.

(b) Employees transferring to a non-union position as per Article 14.5 will pay Union dues to Local 2210 for the duration of the three (3) month trial period.

6.3

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

6.4

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



6.5

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

ARTICLE 7 - CORRESPONDENCE AND NOTICES

7.1

All correspondence between the Parties arising out of, or incidental to this Agreement shall pass to and from the Chief Administrative Officer, 70 Town Centre Drive, Townsend, Ontario NOA 1S0, or designate and the President of the Local Union, with a copy to be sent to the Canadian Union of Public Employees, 260 Nebo Road, Suite 217, Hamilton, Ontario L8W 3K5 and to the Commissioner of Human Resources. Both Parties agree to keep the other advised

of the names and addresses of the appropriate officers as set out herein, from time to time as changes occur.

7.2

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

ARTICLE 8 - NO STRIKES OR LOCKOUTS

8.1

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

ARTICLE 9 - REPRESENTATION OF EMPLOYEES

9.1

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



9.2

The Employer recognizes the right of the Union to select a Negotiating Committee of not more than five (**5**) employees and will recognize and deal with the said Committee with respect to any proposals pertaining **to** the renewal of this Agreement.

9.3

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

**9.4**

A Labour/Management Committee will be recognized, consisting of a maximum of five (5) representatives of the Union and a maximum of five (5) representatives of the Employer. The Committee will meet upon the request of either Party to discuss labour relations problems other than Grievances. It is understood by the Parties that the functions of the Labour/Management Committee shall not conflict with the role of the Committees set out in Articles 9.2 and 9.3 of this Agreement. Any recommendations coming from this Committee will be presented to the "Finance and Administration Committee" in the form of a report from the Commissioner of Human Resources.

9.5

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

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

9.6

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

ARTICLE 10 - GRIEVANCE AND MEDIATION PROCEDURE**10.1**

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

A Grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of this Collective Agreement by the Employer or the Union or any employee. No Grievance shall be considered either by the Employer or the Union which has not been submitted in writing and filed with the Party against which the Grievance is made within six (6) working days from the time when the circumstances giving rise to the Grievance came to be known by or should reasonably have come to the attention of the Grievor. Such

Grievance shall be in writing and shall contain a statement of the facts giving rise to the Grievance or complaint and the article or subsection of this Agreement that the Grievance is based on.

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

Step No. 1

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

Failing settlement at this step, then:

Step No. 2

The employee involved and a representative of the Union, may, within five **(5)** working days of the date of the receipt of the answer at Step No. 1 herein (or if no answer is received under Step No. 1, then within five **(5)** working days after the date on which the answer ought to have been received), refer such Grievance to the Commissioner of Human Resources or designate who shall give the reply in writing within five (5) working days of the receipt of such Grievance. Failing settlement at this Step, then:

Step No. 3

Within ten (10) working days of the receipt of the answer at Step No. 2 (or if no answer is received at Step No. 2, then within five (5) working days after the date upon which such answer ought to have been received), the matter may be referred to the Chief Administrative Officer or designate who shall meet with the Grievance Committee and render a decision in writing within five **(5)** working days after the receipt of the Grievance.

10.2

In the event that the Grievance is not settled at Step No. 3 (above), the Union or the Employer may refer the Grievance to Arbitration as provided for in Article 11 of this Agreement.



10.3

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

10.4

Where there is a dispute involving a question of the general application or interpretation of this Agreement, or the Union or the Employer has a Grievance, the one against the other, such Grievance shall commence at Step No. 3 of the Grievance Procedure.

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

10.5

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

10.6

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

10.7

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



10.8

All costs associated with securing the services of a Grievance Mediator shall be borne equally between the Employer and the Union.

ARTICLE 1 ■ - ARBITRATION

11.1

When the Employer or the Union decides that a Grievance is to be submitted to Arbitration, including any question as to the arbitrability of same, notification shall be given in writing to the Party opposite in interest within one (1) calendar month of the reply at Step No. 3. Such notification shall be submitted by registered mail in accordance with Article 7.1 and shall indicate the name and address of the referring Party's nominee to the Board of Arbitration. The

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

11.2

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

11.3

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

11.4

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

11.5

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

11.6

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

11.7

The Employer and the Union may, by mutual agreement, in writing, substitute a sole Arbitrator

for the Board of Arbitration herein and the sole Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

11.8

The Parties reserve the right to make application for Arbitration using Section 46 of the Ontario Labour Relations Act and should such right be exercised, agrees to inform the other Party in accordance with the time limits specified above.

ARTICLE 12 - DISCIPLINARY ACTION AND WARNINGS

12.1 Suspension or Discharge

- (a) In the event that the Employer initiates disciplinary action against an employee who has completed the Probationary Period as set out in Article 14.3, and which results in the suspension or discharge of such employee, such disciplinary action shall be confirmed in writing by letter to the employee involved pursuant to Article 7.2 herein, setting forth the action taken and the penalty imposed.
- (b) A claim by an employee, who has completed the Probationary Period, of suspension, discharge or other discipline without just cause shall be treated as a Grievance, if a written statement of such Grievance is lodged with the Employer at Step 2 within five **(5)** working days of such suspension, discharge or discipline.
- (c) Such Grievance may be settled by confirming the Employer's action or **by** reinstating the employee, with or without compensation for the time lost or any other arrangement which is just and equitable in the opinion of the conferring Parties or the Board of Arbitration, if the matter is submitted to Arbitration.

12.2

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

12.3

(a) Adverse Report

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

the written disciplinary warning. The record of an employee shall not be used against such employee at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.



(b) **Access to File**

Each employee shall have reasonable access to his or her personnel file for the purpose of reviewing the information contained therein, in the presence of the Commissioner of Human Resources or designate. An employee has the right to request copies of any item in this file.

ARTICLE 13 - DEFINITIONS

13.1

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

13.2

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

13.3

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

13.4

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

13.5

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



13.6

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

In the case of an employee being transferred or promoted, such employee shall be placed on probation. In the case of transfer or promotion, Article 14.8 shall apply, and Article 14.3 shall not apply.

13.7

“Temporary employee” shall refer to an employee who has been hired for a specific term or task who has not held a permanent position within this Bargaining Unit.

13.8

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



13.9

“Inside” employees shall be defined as office, clerical and technical employees as outlined in Article 3.1.



13.10

“Outside” employees shall be defined as outside employees who are employed in the Engineering Department, Roads Division, as previously covered by the CUPE Local 1722 Collective Agreement which expired on December 31, 1996.

13.11

“Capability” shall be defined as having the ability or fitness for, able, competent.



13.12

“Orientation” shall be defined as a five (5) shift introduction to acquaint and familiarize the employee to the job.

ARTICLE 14 - SENIORITY (“Probationary Period”)



14.1

- (a) The seniority dates of employees in Municipalities, Boards or Commissions which have been or will be assumed by the Employer and come within the jurisdiction of this Collective Agreement will be placed in their rightful chronological position on a list of employees on a Bargaining Unit wide basis.
- (b) Subject to (a) above, seniority for full-time employees is defined as the length of service in the Bargaining Unit.
- (c) Subject to (a) above, service for full-time employees shall be defined as the length of service with the Employer.
- (d) Part-time employees shall have their bargaining unit seniority recorded by hours

worked from the date of employment or transfer into the part-time position.

- (e) Part-time employees transferring into a full-time position will translate their seniority to an equivalent start date at the time of transfer by calculating 1820 hours equals one (1) year of seniority if they are transferring to a thirty-five (35) hour per week position, ~~or~~ 2080 hours equals one (1) year of seniority if they are transferring to a forty (40) hour per week position.
- (f) Full-time employees transferring into a part-time position will translate their seniority to an equivalent number of hours at the time of transfer by calculating one (1) year of seniority equals 1820 hours if they are transferring from a position in which the normal full-time hours are thirty-five (35) hours per week, or 2080 hours if they are transferring from a position in which the normal full-time hours are forty (40) hours per week.

14.2

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



14.3

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

The probationary period for a newly-hired full-time Public Health Inspector and a newly-hired full-time Addictions Program Counsellor shall be six (6) months.

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

- (a) recognized holidays (for first month only);
- (b) benefit provisions of this Agreement shall not apply until the Employer is able to comply with the enrolment provisions of such benefit plans;
- (c) **checkoff:** upon the successful completion of the Probationary Period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be back dated to the original date of employment for full-time employees and original hour of employment for part-time employees.

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



14.4

A newly hired part-time employee shall be on probation for the first four hundred **(400)** hours worked with the exception of newly hired part-time Public Health Inspectors and newly hired part-time Addictions Program Counsellors who shall be on probation for the first eight hundred (800) hours worked. During such probationary period such employee shall not have the right to resort to the Grievance and Arbitration Procedures herein in respect of discharge, suspension or discipline. During such period the following provisions of this Agreement shall not apply to such employee:

- (a) recognized holidays (for first month only);
- (b) checkoff: upon the successful completion of the probationary period, an employee shall be deemed to have acquired seniority and such employee's seniority shall be back-dated to the original date of employment.

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

14.5

- (a) Employees shall not lose seniority rights if they are absent from work because of sickness, accident, layoff of up to twenty-four **(24)** months in duration, leave of absence approved by the Employer, or, when in receipt of Workers' Compensation.
- (b) An employee's seniority and other rights under this Agreement and employment will be terminated in the event that such employee:
 - (i) is discharged for just cause and is not reinstated;
 - (ii) resigns;
 - (iii) is absent from work in excess of five (5) working days or on repeated occasions without reasonable cause or without notifying the Employer, unless such notice was not reasonably possible. This subsection shall not be a bar to disciplinary action for absences of less than five (5) working days, or for any absences;
 - (iv) fails to return to work promptly after the expiration of any leave of absence, unless excused in writing by such employee's Department Head;
 - (v) fails to return to work within seven (7) days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of a current address where a notice will be received promptly;

- (vi) is laid off, or is absent due to sickness or accident for a period longer than twenty-four **(24)** months, except that such employee shall retain any rights which such employee then has in use under the Long Term Disability coverage.



- (c) No employee shall be transferred to a position outside of the bargaining unit without such employees consent.

14.6

- (a) An employee transferred to a permanent full-time position outside of the Bargaining Unit shall retain seniority accumulated in the Bargaining Unit up to the time of transfer out of the Bargaining Unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to his/her former position within the Bargaining Unit within three (3) months of the transfer. The Employer will fill the vacancy created by the transfer with a temporary employee (who may be from the Bargaining Unit). If the transferred employee returns to the Bargaining Unit within the three (3) month trial period, he/she will assume the position held at the time of the transfer and the temporary employee will be returned to his/her former position. If said temporary employee is a newly hired employee, such temporary employee will be laid off. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which he/she is qualified.
- (b) An employee transferred to a non-union temporary position of less than twelve **(12)** months in duration shall continue to accumulate seniority within the Bargaining Unit and shall have the right to return to his/her former position within the Bargaining Unit upon completion of the temporary position. If the former position is no longer being filled by the Employer, then the employee shall have the right to bump into any job held by an employee with less seniority for which he/she is qualified. During the tenure of the temporary position such employee will continue to pay Union dues as per Article 6.2 and will continue to have all the rights and benefits of the Collective Agreement.
- (c) No employee shall be transferred to a position outside the Bargaining Unit without such employees consent.

14.7

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

14.8

In all cases of filling job vacancies from within the Bargaining Unit, or a decrease or an increase

in the work force, or a transfer within the Bargaining Unit as a result of a decrease in the working forces or a recall to work following a layoff, the following factors shall be considered:

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

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

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



14.9

An employee who makes successful application for a posted full-time job shall be placed on probation for a period of three (3) months. An employee who makes successful application for a posted part-time job shall be placed on probation for the first four hundred **(400)** hours worked, or eight hundred **(800)** hours worked in the case of part-time Public Health Inspectors and part-time Additions Program Counsellors. Conditional on satisfactory service, the employee shall be confirmed in the position at the end of this Probationary Period. In the event that a successful applicant proves to be unsatisfactory in the position during such Probationary Period, or if the employee is unable to perform the duties of the new job, such employee shall be returned to the former position without **loss** of seniority and paid at the rate of the job to which such employee is returned. Any other employee who had changed positions as a result of the original transfer shall be returned to his or her former position, without **loss** of seniority, at the rate of the job to which the employee is returned.

Within the probationary period, the employee may voluntarily return to the position formerly occupied, without loss of seniority.

14.10

Subject only to the provisions of Article **14.8**, employees shall be laid off in reverse order of their seniority and shall be recalled in order of their seniority.

14.11

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

14.12

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

Municipal Employer.



14.13

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

The Employer agrees to post such Seniority List on all bulletin boards in January and June of each year.

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

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

ARTICLE 15 - JOB POSTINGS

15.1

When a Bargaining Unit vacancy of a permanent or temporary nature occurs or a new Bargaining Unit vacancy is created, the Employer shall post a notice of such vacancy or new position on the bulletin boards provided for herein for a period of not less than five **(5)** working days. If possible, positions shall be advertised within one **(1)** week of such vacancy or availability. During the posting period, qualified employees may make written application to the Commissioner of Human Resources for the posted position.

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

All **postings** referred to above shall originate from the Human Resources Department and the processing of applications shall be by the Human Resources Department.

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

The process of having concurrent **job postings** and outside advertisement of Bargaining Unit positions is acceptable, provided the Union has given its written agreement.

**15.2**

Such notice shall contain the following information:

nature of position, qualifications, status of position, knowledge, education and skills required for the job, and salary range applicable to the job posted.

In the case of **postings** for “outside” positions, such notices shall also include wage rate, work location, normal days and hours of work.

15.3

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

15.4

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

15.5

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

15.6

The Employer will endeavour to post the name of the successful applicant on all bulletin boards within seven (**7**) days of the date upon which such employee accepts the job.

15.7

When the Employer decides not to **fill** a vacancy or a posted vacancy, after the vacancy has been posted, the Union shall be notified in writing by the Commissioner of Human Resources or his designate addressed to the Secretary of the Union, explaining the reasons for the postponement, withdrawal or non-posting.

15.8

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

15.9

Temporary vacancies of Bargaining Unit positions which are less than three (3) months in duration, shall not be subject to the requirements of Article 15.1 but shall be subject to the vacancy being processed by the Human Resources Department with a copy of all decisions and reasons for the nature of filling the vacancy to the Secretary-Treasurer of CUPE Local 2210.

15.10

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



15.11

Any inside Bargaining Unit employee whose current status is that of filling a temporary vacancy, is not eligible to apply for any other temporary vacancy during such tenure. Furthermore, such "inside" Bargaining Unit employee will not be allowed to fill more than one (1) temporary vacancy in a twelve (12) month period. Such twelve (12) month period shall begin on the start date of the filling of the initial vacancy.

ARTICLE 16 - LAYOFFS AND RECALLS

16.1

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

"Section 57 (1):

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

- (a) one weeks notice in writing to the employee if his or her period of employment is less than one year;
- (b) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three years;
- (c) three weeks notice in writing to the employee if his or her period of employment is three years or more but less than four years;

- (d) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;
- (e) five weeks notice in writing to the employee if his or her period of employment is five years or more but less than six years;
- (f) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
- (g) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
- (h) eight weeks notice in writing to the employee if his or her period of employment is eight years or more,

and such notice has expired".

16.2

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

16.3

An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right possesses the necessary qualifications as identified in Article 14.7 and is able to perform the duties without training other than orientation.

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



16.4

The Commissioner of Human Resources shall determine if an employee possesses the qualifications as outlined in Article 14.8.



16.5

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

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

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

16.6

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



16.7

Employees on layoff who remain on the Seniority list are entitled to apply for any **job** posting arising out of a **job** vacancy.



16.8

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

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

16.9

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

16.10

Any Grievance concerning a layoff or a recall to work following a layoff shall be initiated at Step No. **3** of the Grievance Procedure.

ARTICLE 17 - BULLETIN BOARDS

17.1

The Employer shall provide space on the bulletin boards at its offices at the Townsend Administration Complex, the Townsend Village Centre, the Health Department in Simcoe, the Health Department in Cayuga, the Home Care Office in Simcoe and the Training and Employment Unit Office (Social Services Department, Income Maintenance Division), in Simcoe, Ontario and the Addictions Offices in Simcoe and Dunnville, Simcoe Cayuga and Walsh roads yards and garages, upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees providing such notices have received prior approval of the Commissioner of Human Resources, or designate, which such approval shall not be unreasonably withheld, and the Employer further agrees to forward by its internal mail system a copy of such postings to its employees in Cayuga, Delhi, Dunnville, Langton and Simcoe, it being understood that the failure of such employees to receive a notice mailed to them under the terms of this Article 17.1 shall not form the subject matter of a Grievance.

ARTICLE 18 - LEAVES OF ABSENCE

18.1

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

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



18.2

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

18.3

- (a) An employee who is elected for a full-time position with the Union or any body with which the Union is affiliated shall be granted leave of absence without pay and without **loss** of accumulation of seniority for the term of such office. Such leave may be renewed for a subsequent term upon request made during such term of office.

- (b) Such employee shall be entitled to return to the former position at the expiration of the period or to another position in accordance with Article **14.8** herein if the former position is not available.

18.4

An employee shall qualify for pregnancy/parental leave in accordance with the **Employment Standards Act of Ontario**. Whenever initial pregnancy leave is over, it may be extended up to a further three (3) months. It is understood and agreed that the sick leave provisions of this Agreement shall not be utilized for the purpose of pregnancy leave. While on pregnancy/parental leave, an employee's seniority shall continue to accrue.

18.5

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

18.6

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



18.7

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

18.8

When an employee is directed to report to a military hospital for observation, examination or treatment, in connection with a disability sustained as a result of military service, the Employer shall consider this as qualifying for any sick leave pay available for such employee for such

period of absence less any allowance or gratuity, other than for transportation and meals, received by the employee for such purposes from the Department of Veteran's Affairs. Such employee shall be required to present a Department of Veteran's Affairs chit for the amount of time detained.

18.9

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

18.10

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



18.11

- (a) Full-time and part-time employees will be granted three (3) consecutive working days compassionate leave upon the death of an immediate relative which shall mean the employee's spouse, child, sister, brother, parent, parent-in-law, grandparent, spouse's grandparent, son-in-law, daughter-in-law or grandchild. Such leave shall be completed by the end of the third working day following the funeral.

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

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

- (i) continuously for a period of not less than three (3) years, or
 - (ii) in a relationship of some permanence, if they are the natural **or** adoptive parents **of** a child.
- (b) Full-time and part-time employees will be granted two (2) consecutive working days compassionate leave on the death of an employee's brother-in-law, sister-in-law, aunt, uncle, niece **or** nephew. Such leave shall be completed by the end of the second working day following the funeral.
- (c) Full-time employees will be granted one-half ($\frac{1}{2}$) day's leave without loss of wages to attend the funeral of a fellow employee or any other Regional employee with

whom the employee worked on a regular basis.

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

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

- (j) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out within a reasonable period of time.
- (l) The employee will be reinstated to his/her former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave plan program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the prepaid leave program in accordance with Article 18.12 of the Collective Agreement.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.

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

ARTICLE 19 - MAJOR CHANGE IN WORK METHODS

19.1

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

19.2

- (a) In the event that the Employer introduces new work methods or equipment which require new or greater skills than those possessed by persons employed in any

operations or jobs so affected, the Employer agrees to meet with the Labour/Management Committee to discuss on-the-job training or after-hours training or study courses which will be arranged for such employees. It is understood that the Employer shall only be obliged to pay for time spent during normal working hours engaged in any such on-the-job training program and that the Employer is entitled to select the employee or employees eligible for such program from among the employees so affected by the change in work methods or introduction of new equipment. Where there are no employees having the requisite experience, capacity and academic background to receive such training then, and in such case, the Employer may hire a new employee or employees for the work in question. The Employer shall reimburse the designated employee or employees only upon successful completion of any such required training program or study course for the cost of tuition and text books but not for time which may be spent outside of normal working hours engaged in such program.

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



19.3

An employee who is assigned to perform the normal duties of a higher paying classification for one (1) day or more shall be paid the rate of pay next higher in the salary range for the assigned position for all such consecutive work performed. Such payments shall not extend to an employee while undergoing training on the higher rated job. Upon promotion to a higher rated position, an incumbent shall move to an increment level in the higher rated position which guarantees a five percent (5%) increase over their pre-promotion rate, but not to exceed the job rate of the higher rated position.

Applicable to Outside Workers, ONLY

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



19.4

An employee who is assigned to a position paying a lower rate of pay shall continue to be paid at his or her rate, unless such reduction takes place under Article 18.7. For the purposes of this Agreement, an "Assignment" shall be deemed to be a temporary transfer.



19.5

- (a) The Employer will provide the details of Employer approved courses for Roads Division staff to the Union as they become available. Such details will be posted on

the appropriate bulletin boards. Interested employees will notify the Manager, Roads Division, in writing, within two (2) weeks of the posting date. The decision of the Manager, Roads Division, on the selection of employees for Employer approved courses shall be final and binding.

- (b) The Employer will endeavour to provide equal opportunity to full-time employees who express interest under Article 19.5 (a) to attend approved courses, except in the case of foremen, who may be given priority.

ARTICLE 20 - GENERAL

20.1

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



20.2

Travel

- (a) The Employer shall reimburse an employee, in accordance with Council Policy, for distance driven by the employee in the employee's own vehicle while conducting Regional business authorized by the employee's Immediate Supervisor (Non-Union) it being understood that the rate will be \$.285 per kilometre (minimum) in 1997.
- (b) All "outside" employees shall provide, at their own expense, daily round-trip transportation between their home and their patrol garage, or between their home and their assigned work site, whichever distance is less, as directed by their immediate Supervisor.

20.3

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

20.4 **Job Security**

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

20.5 **Printing of Agreement**

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



20.6 Tools

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

ARTICLE 21 -WAGES AND SALARIES

21.1

Attached to this Agreement and forming an integral part thereof shall be Schedule " A and "B" setting forth wage rates, classifications, job numbers and job titles.

21.2

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



21.3

For hours worked up to and including the second Friday, an employee shall be paid by 3:00 p.m. on the Thursday following the pay period of every second week. On each pay day, each employee shall be provided with an itemized statement of wages and deductions.

21.4 **Out-Of-Schedule Rates**

No other method shall be used for the determination of Wage or Salary of any position coming within the jurisdiction of this Collective Agreement, except out-of-schedule rates determined by the Employer.

In the event an out-of-schedule rate for a job is introduced by the Employer, Local 2210 shall be notified and it shall continue in effect until the Employer decides that the conditions which gave rise to it no longer exists. At that time the rate for the job shall be the evaluated rate, but any employee who was being paid the out-of-schedule rate shall continue to be paid the equivalent of the out-of-schedule rate, while working in the job for a period of twelve (12) months following the Employer's termination of the out-of-schedule rate. All employees to whom this clause is applicable shall be notified accordingly, including new employees hired during the twelve (12) month period, of the evaluated rate for the job classification.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**22.1**

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

22.2

The Employer and the Union shall co-operate in continuing and perfecting training and regulations which will afford adequate protection to employees.

22.3

The existing Joint Health and Safety Committee will remain during the life of this Collective Agreement.

22.4

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

22.5

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

ARTICLE 23 - CLOTHING AND PROTECTIVE WEAR**23.1**

- (a) The Employer shall supply, without expense to the "inside" employees, head protection, eye protection and any other protective clothing as required.
- (b) The Employer shall supply to all "outside" employees employed in the Roads Division, without expense to the employees, protective head gear, liners, protective eye wear, safety rubber boots, vest, rainwear, protective apron, work gloves, coveralls and other protective clothes, as required.

**23.2**

One  coat, as required, will be issued to Public Health Inspectors.



23.3

The Employer shall provide the sum of three hundred and fifty (\$350.00) dollars per year, payable in January of each year, to all full-time;

- (i) forty-hour workers
- (ii) Building Inspectors and By-Law Enforcement Officers;
- (iii) Public Health Inspectors;
- (iv) Field Workers;
- (v) Tipping Fee Clerks:
- (vi) Plumbing Inspectors; and,
- (vii) Senior Building Inspectors.

Such three hundred and fifty dollars (\$350.00) is for the purpose of safety boots and appropriate clothing (parka, pants and shirts).

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

Full-time employees hired into permanent positions prior to April 1st in any calendar year shall receive the entire amount of three hundred and fifty (\$350.00) dollars, minus any monies paid as per Article 23.4.

Full-time employees hired into temporary positions or full-time employees hired into permanent positions on or after April 1st in any calendar year shall receive a pro-rated amount of three hundred and fifty (\$350.00) dollars, minus any monies paid out as per Article 23.4.

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

23.4

As a condition of employment, all temporary and probationary employees must supply their own safety boots and such safety boots must be as specified in Article 23.3. Upon presentation of a receipt of purchase for safety boots the employee will be reimbursed, up to ninety (\$90.00) dollars.



23.5

The Employer shall provide the sum of one-hundred and fifty (\$150.00) dollars per year, payable in January of each year, to all part-time;

- (i) “outside” employees (employed in the Engineering Department, Roads Division)
- (ii) Building Inspectors and By-Law Enforcement Officers;
- (iii) Public Health Inspectors;
- (iv) Field Workers;
- (v) Tipping Fee Clerks;
- (vi) Plumbing Inspectors; and,
- (vii) Senior Building Inspectors.

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

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

ARTICLE 24 - HOURS OF WORK

24.1

The regularly scheduled work week shall be Monday through Friday inclusive. The regularly scheduled work day shall be as scheduled at the time of signing this Agreement. Nothing in this Article shall be construed to be a guarantee of or limitation upon the hours of work to be done per day or per week or otherwise, nor as a guarantee of working schedules. However, before any change is made in the starting and stopping time or new shifts are established, there will be prior notice to and discussion with the Union. Regular shift hours shall be as follows:

(a) **Survey Crew and Other Forty (40) Hour Workers**

The regular work week for survey crew and other forty (40) hour workers shall consist of five (5) days of eight (8) hours;

(b) **Other than Survey Crew and Other Forty (40) Hour Workers**

The regular work week for employees other than those in the classifications set out under subsection (c) herein shall consist of five (5) days of seven (7) hours;

(c) **Definition of Survey Crew and Other Forty (40) Hour Workers**

Employees in the classifications of Survey Crew and other forty (40) hour workers are: Fleet Maintenance and Purchasing Clerk, Party Chief, Surveyor/Inspector, Design Technician, other members of a Survey Crew, Technical Assistant - Water & Sewer; Building Maintenance Assistant, Sign Shop Person, Regional Courier, Auto Mechanic Assistant; Auto Mechanic/Welder Assistant; Labourer, Front-End Loader Operator; Roller Operator; Tractor Attachment Operator; Truck Drivers; Regional Courier/Truck Driver; Pavement Marker Machine Operator; Truck Driver/Winter Control Night Shift; Float Operator; Stone Chip Operator; Back Hoe Operator; Grader Operator; Asphalt Distributor Operator: Lead Hand; Foreman Night Shift; Welder Licensed; Licensed Auto Mechanic, Foreman Roads, Foreman (Garage).

(d) **Building Maintenance Assistants**

The regular work week for the Building Maintenance Assistants consist of five (5) days of eight (8) hours and such eight (8) hours will be scheduled between 7:00 a.m. and 5:30 p.m.

For these positions, any hours prior to 7:00 a.m. or after 5:30 p.m. will qualify these employees for a shift premium of fifty-seven (\$0.57) cents per hour.

(e) **Roads Division ("Outside")**

The standard hours of work for full-time "outside" employees in the Roads Division of the Engineering Department shall be;

- (i) First Tuesday after Thanksgiving Day to the first Monday of May 08:00 to 16:30.
- (ii) First Monday of May to the Friday before Thanksgiving Day 07:00 to 15:30.

(f) **Shift Premium**

In the event that regular shifts are instituted, an employee shall receive a premium of fifty-seven cents (\$0.57) per hour for all hours worked if the majority of hours of the shift are worked between 15:30 hours and 07:00 hours.



(g) The hours of work for all part-time employees will be as determined by the Employer.

A part-time employee will be eligible for overtime rates of pay only after working the


normal daily/weekly hours of work equivalent to a full-time employee.

24.2

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


24.3

Overtime shall be reimbursed at the following rates:

- (a) in excess of a regularly scheduled, full-time worked day - time and one-half (**1½**);
- (b) in excess of a regularly scheduled, full-time worked week - time and one-half (**1½**);
- (c) on a Sunday - double (**2X**) time;
-  (d) "inside" employees who work on a Holiday as set out in Article **27.1** double (**2X**) time plus the additional day for the Holiday to be scheduled at a time which is mutually agreeable;

for "outside" employees double time (**2X**) for all hours worked on holidays listed in Article **27.1** in addition to the employee's basic rate as set out in Schedule "A" times their regularly scheduled daily hours for the holiday.

24.4

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

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

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

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

An employee who has taken in lieu time off a total of seventy (**70**) hours [eighty (**80**) for employees as set out in Article **24.1** (c)] in a calendar year shall be notified of

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

- (b) An employee who has overtime in his or her overtime bank as of December 31st of any calendar year shall be notified, and if such employee does not elect the option set out in paragraph (c) which follows by the following January 15th, shall be paid in the following February at the basic rate at which such overtime was earned; or
- (c) An employee who elects to carry over such maximum seventy (70) or eighty (80) overtime hours or less must take that time off in lieu at a time or times approved by the Department Head or designate, and in any event by December 31st of the year which follows the year in which the overtime was earned;
- (d) Overtime must be authorized by the Department Head or designate;
- (e) The Employer shall post a monthly list of the overtime accumulated by each employee;
- (f) On retirement or death, the Employer shall pay accumulated overtime to either the employee or the employee's beneficiary.

24.5

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


24.6

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

24.7

Overtime shall be shared as equitably as possible among those employees who are usually engaged in the operation involved, and who are willing to participate in the said overtime work.

24.8

- (a) Employees who are required to attend meetings on behalf of the Employer outside the regular schedule of hours shall be entitled to reimbursement for meal expenses, including tip of up to \$6.00 for lunch or up to \$10.00 for supper upon the production of a receipt. Other situations will be dealt with in accordance with the policies of the Employer.
-  (b) When a full-time employee is required to work overtime in excess of the normal work day, he/she shall receive reimbursement for meal expense upon submission of a receipt to a maximum of ten (\$10.00) dollars.



24.9 **Call-In**

- (a) A full-time “inside” employee who is called to return to work outside of their regularly scheduled hours, shall be compensated at double time (2X) their regular rate for time worked or a minimum of four (4) hours pay at their regular rate, whichever is greater.
- (b) When Foremen are called at home to contact and assign employees employed in the Roads Division, for call-ins, such Foremen will be compensated with one (1) hour’s pay at double time.
- (c) A full-time “outside” employee who, when off the job, is called in outside the scheduled hours set out in Article 24.1 shall be paid either a minimum of four (4) hours at straight time rates from the time of arrival at the job site, or at the applicable overtime rate set out in Article 24.3 for such time worked, whichever is greater.



24.10

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

ARTICLE 25 - PENSION PLANS

25.1

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

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



25.2

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

ARTICLE 26 - VACATIONS



26.1

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

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

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

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

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

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

Vacation pay for the preceding twelve (12) month period will be paid on the first pay in December.

26.2

Vacations for full-time employees are earned during the current calendar year and according to the employee's starting date. All vacation becomes due and must be taken within the current calendar year, subject to customary vacation schedules for vacations to be taken in an orderly manner, which will not unduly deplete any function. An employee with more than four **(4)** weeks' vacation will take the fifth (5th) or more weeks at the discretion of the Immediate Supervisor (Non-Union) during the twelve (12) month period following January 1st of the current calendar year with the wishes of the employee given consideration on the basis of seniority.

26.3

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

26.4

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

26.5

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

26.6

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

26.7

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

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

26.8

By March 15th, each Department shall post a list and the full-time employees shall indicate by April 1st, the vacation period they wish. The Department Head shall then set the vacation period taking into account the wishes of the employees on the basis of seniority, subject to Article 26.2 above.

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

26.9

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

ARTICLE 27 - RECOGNIZED HOLIDAYS

27.1

The following Holidays are recognized:

New Years' Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas
Dominion Day	Boxing Day
Civic Holiday	

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



27.2

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



27.3

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

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



27.4

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

- (a) the full-time employee works his/her scheduled shift immediately preceding and succeeding the Recognized Holiday unless absence is the result of personal illness or accident in which case the Employer may require verification by a medical doctor's certificate as to the illness or accident;
- (b) the full-time employee who has been recalled must work the day before and the day after the Holiday since returning to work, and is not entitled to a Recognized Holiday between the date of layoff and the return to work.
- (c) For part-time employees the entitlement to pay on any of the aforementioned recognized paid holidays shall be subject to the following qualifying conditions:
 - (i) the employee must work twelve (12) days of the twenty-eight (28) days which preceded the week of the holiday and their scheduled day before and after the holiday, unless absence is the result of personal illness or accident in which case the Employer may require verification by a medical doctor's certificate as to the illness or accident;
 - (ii) an employee who has not worked twelve (12) days of the twenty-eight (28) days which preceded the holiday, (but who has worked their scheduled day before and after the holiday, unless absence is the result of personal illness or accident in which case the Employer may require verification by a medical doctor's certificate as to the illness or accident) shall have payment for the paid holiday pro-rated on the following basis:

Payment for the paid holiday shall be pro-rated on the basis of the number of days worked in the six (6) week period prior to the paid holiday.

27.5

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

- (a) in addition to the pay provided for under Article 27.4, double (2X) basic hourly salary times all hours worked on Holidays listed in this Article; or,
- (b) no payment under Article 27.4 if the employee does not report for work and does not have a reason satisfactory to the Employer for not so reporting.



27.6 Twenty-Four (24) Hour On-Call, Public Health Inspectors (Health Department)

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

Procedure

- A. On-call schedules for duty weeks will be posted in January of each year. A duty week, for the purpose of Article 27.6, commences on a Friday at 4:30 p.m. and concludes on the following Friday at 8:30 a.m.

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

- (1) Friday from 4:30 p.m. to the following Monday at 8:30 a.m.;
 - (2) Monday from 4:30 p.m. to Tuesday at 8:30 a.m.;
 - (3) Tuesday from 4:30 p.m. to Wednesday at 8:30 a.m.;
 - (4) Wednesday from 4:30 p.m. to Thursday at 8:30 a.m.; and
 - (5) Thursday at 4:30 p.m. to Friday at 8:30 a.m.
- B. Public Health Inspectors will receive all after hours calls which require an after regular working hours response.

Public Health Inspectors that receive an after hours call that requires the Public Health Inspectors to make a field call out shall contact the on-call Supervisor to obtain approval to make the field call out.
 - C. Assigned on-call duty may be exchanged with or given to another Public Health Inspector, provided that prior written notice is given to the Supervisor. The initially assigned Public Health Inspector is responsible for advising the Answering Service of such change, via telephone.

Response

The Public Health Inspector shall respond within one (1) hour when paged but shall attempt to respond within fifteen (15) minutes.

Response shall mean a phone call or contact with the Answering Service or contact with the Client and/or Supervisor.

Response time shall commence from the time the Public Health Inspector receives the pager signal until the Public Health Inspector makes the telephone response.

If a Public Health Inspector cannot respond to a call he/she may delegate another on-call Public Health Inspector to respond to the call on his/her behalf by notifying the Answering Service and having the "Backup Public Health Inspector" call the Answering Service.

The "Backup Public Health Inspector" shall receive compensation directly for the phone calls and actual call outs but the duty Public Health Inspector shall receive the compensation for the on-call duty.

Compensation

- (1) Lieu time or pay consisting of three (3) days for on-call duty during a duty week, which includes a two (2) day weekend; and, four (4) days for on-call duty during a duty week which includes a three (3) day weekend.

For the purpose of this Article, a three (3) day weekend shall be deemed to be a two (2) day weekend, plus a Statutory Holiday.
- (2) One and one-half (1½) times regular salary for time spent on actual call outs for a minimum of two (2) hours.
- (3) Two (2) times regular salary for time spent on actual call outs, for a minimum of two (2) hours on Statutory Holidays.
- (4) Telephone calls shall not be considered call outs. Public Health Inspectors shall be paid half (½) of an hour of regular salary for each phone call. Should a Public Health Inspector be required to either place or receive more than one (1) telephone call in a one half (½) hour period, such Public Health Inspector shall be only remunerated for one half (½) of an hour.
- (5) Payment for costs of long distance telephone calls associated with on-call duty.
- (6) Regular mileage rates in accordance with Council Policy for travel in the employee's own vehicle when on a call out.

ARTICLE 28 - BENEFIT PLANS



28.1

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

(1) All full-time employees, with the exception of Health Department employees, may participate in the Extended Health Care and Hospital Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The deductible is ten (\$10) dollars for single coverage and twenty (\$20) dollars for family coverage. The vision care which is part of the Extended Health Care Plan shall provide for one hundred and fifty (\$150.) dollars coverage every twenty-four (24) months.

(2) All full-time Health Department employees may participate in the Extended Health Care and Hospital Plan currently in force at the Health Department for Health Department employees only. The Employer shall pay one hundred (100%) percent of the premium for such coverage. The deductible is ten (\$10) dollars for single coverage and twenty (\$20) dollars for family coverage. This coverage includes semi-private coverage. The vision care which is part of the Extended Health Care Plan shall provide for one hundred and fifty (\$150.) dollars coverage every twenty-four (24) months.

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

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

(c) **Long Term Disability**

All full-time employees shall participate in the Long Term Disability Plan currently in force. The Employer shall pay one hundred (100%) percent of the premium for such insurance. The current coverage is sixty (60%) percent of monthly earnings to a maximum of twelve hundred (\$1,200) dollars per month. The current coverage for Health Department employees is sixty-six and two-thirds (66 2/3%) percent of monthly earnings to a maximum of eighteen hundred dollars (\$1,800 per month).

(d) **Dental Plan**

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

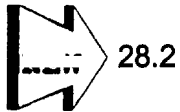
schedule will apply.

(e) **Early Retirement Benefits - Full-Time Employees, Only**

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

In the case of retirement prior to age sixty-five (65) if the employee is fifty-five years of age or older and eligible for early retirement under the OMERS pension plan the Region agrees to continue the health benefits as described above until the employee reaches sixty-five (65). Should the employee die prior to age sixty-five (65) and while in receipt of these health benefits, the employee's spouse will receive such benefits until the date at which the employee would have been sixty-five (65) years of age or until remarriage of the spouse whichever is sooner.

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



28.2

- (a) The terms of the Policies and the rules and requirements of the various Carriers of these Benefit Plans shall govern.
- (b) It is agreed that no such change in any benefit plan will be made which would reduce any benefits without prior written agreement between the Parties.

28.3

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

- (a) in the case of absence for illness, the Employer contribution will be made to the above Plans to a maximum of six (6) months from commencement of the absence, or the run out of the sick leave bank whichever is later for each participating employee on the Seniority List. Thereafter, to maintain coverage, the employee must pay the full premiums by the first (1st) day of each month following or by some other mutually satisfactory arrangement between the employee and the Employer.
- (b) a person on leave of absence due to personal reasons at the date such pay deduction for the Benefit Plan is scheduled to be made must (if coverage is to be continued) pay the total monthly cost to the Employer by the first (1st) day of each month if so arranged with the Employer; and,



(c)

a person who is laid off shall cease to qualify for the above benefits immediately upon layoff. However, where a layoff is of a temporary nature, the employee laid off may continue under the Plans by paying the total monthly cost to the Employer by

the first (1st) day of each month if so arranged with the Employer.

This section excludes persons hired under Article 3.6.

28.4

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

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

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



28.5

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

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

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



29.1 **Sick Leave Credit Schedule**

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

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

<u>Working Days Absent</u>	<u>Monthly Sick Leave Credit</u>
0-5 days inclusive	1½ days
6-10 days inclusive	1 day
11-15 days inclusive	½ day
16 or more days	Nil

- (c) Sub-section(b) of this Article 29.1 shall not apply to a full-time employee who is:
- (i) absent due to attendance at any convention, education course or similar activity sponsored or approved by the Corporation;
 - (ii) requested to work different hours than those originally scheduled for that employee;
 - (iii) on vacation;
 - (iv) on a Recognized Holiday;
 - (v) on approved leave of absence with pay;
 - (vi) granted leave of absence in writing without pay by the Department Head, or designate;
 - (vii) on overtime off in lieu.
- (d) Sub-section(b) of this Article 29.1 shall apply to a full-time employee who is:
- (i) absent because of illness or non-compensable accident;
 - (ii) absent because of quarantine by the Medical Officer of Health.
- (e) The monthly sick leave credit accrues to a full-time employee on the first day of the calendar month next following the month during which employment commenced. The credit shall be accrued subject to the conditions set out in Article 29.1 (b).
- (f) Unused sick leave shall accumulate at one hundred (100%) percent on the first day of the month following each completed calendar month of service to a maximum of 378 days.
- (g) The number of days or half-days for which a full-time employee receives sick pay shall be deducted from his/her cumulative sick leave credits. Only regular assigned working days form a part of an illness period and only such working days shall be charged against a full-time employee's cumulative sick leave credit.
- (h) Full-time employees who qualify for sick leave credit are entitled to sick leave at their standard normal daily rate of salary. Overtime or any other additional remuneration shall not be included in calculation of sick leave allowance.

29.2 **Sick Leave Allowance**

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

- (a) Personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided that in the instance of an employee in receipt of an award under the Workers' Compensation Act, such employee shall be excluded from utilizing sick leave allowances except as provided elsewhere in this Article;
- (b) Exposure to contagious disease that in the opinion of an attending physician of health might endanger the health of other employees by the attendance on duty;
- (c) Sick leave may be utilized for medical or dental appointments, the first one and one-half (1½) hours of which, will not be deducted from sick leave banks.

29.3 **Sick Leave Procedure**

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

- (a) A full-time employee shall, on the first day or part of a day of illness, report or cause to report such illness to the Immediate Supervisor (Non-Union). Such reporting shall be in accordance with the Department rules governing reporting for work.
- (b) A full-time employee who fails to report as outlined in subsection (a) of this Article 29.3 shall be considered as absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.
- (c) A full-time or part-time employee shall file with the Immediate Supervisor (Non-Union) or designate, a doctor's certificate:
 - (i) after one (1) day of absence if deemed necessary and if so requested in advance in writing;
 - (ii) for each and every absence immediately following a vacation period;
 - (iii) for each and every absence on a day immediately prior to or after regular days off if deemed necessary, and if so advised in advance in writing.
- (d) A full-time employee whose absence due to illness extends until after the third regularly scheduled working day shall, as soon as practical upon returning to work, submit a doctor's certificate:
- (e) A full-time employee whose absence due to illness extends to fourteen (14) consecutive working days shall, on the fourteenth (14th) day and for every fourteen (14) days thereafter file a doctor's certificate with the Immediate Supervisor (Non-

Union);

- (f) A full-time employee failing to file a doctor's certificate as outlined shall be considered as being absent without leave and shall not be paid for this absence unless a reason is given that is acceptable to the Employer.

29.4 **Statement of Credit Balance**

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

29.5 **Employment Insurance**

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

29.6 **Retirement and Death Benefits - Full-Time Employees, Only**

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

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



29.7 **Workers' Compensation**

If a claim for Workers' Compensation Benefits is made by the Employer on behalf of a full-time employee, said full-time employee may, in return for turning over all monies received for said Compensation, elect to receive full salary from the full-time employee's accumulated sick bank until such time as the claim is adjudicated in the full-time employee's favour. At such time, the full-time employee will be entitled to assign the Workers' Compensation Benefits to the

Employer in exchange for bi-weekly advances equivalent to the Workers' Compensation entitlement. In addition, the qualifying full-time employee will be entitled to full restoration of the sick bank to the pre-accident amount.

29.8 Recovery of Damages - Full-Time Employees, Only

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

ARTICLE 30 - DURATION OF AGREEMENT



30.1

This Agreement shall become effective on the first day of January 1, 1997 and such Agreement shall remain in effect for the period up to and including the thirty-first day of March, 2000 and shall continue and remain in effect thereafter for periods of one **(1)** year each unless either Party gives to the other notice in writing in the period of three (3) months immediately preceding the termination date of this Agreement or any annual term thereafter of its desire to revise, modify or terminate this Agreement.

30.2

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

30.3

The effectivity of any right or benefit set out in this Collective Agreement shall be as of the date of the signing of this Collective Agreement unless otherwise specified herein; and shall apply to employees employed during the term set out in Article 30.1, other than employees discharged for cause.

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

Signed at Towson, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair

[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO. <u>149-98</u>		

57

2210RS97.WB2

POINTS 100 - 179	GRADE 1	Start	8-MO	16-MO	JR/24-MO	\$0.000	\$0.000	\$0.000
POINTS 180 - 204	GRADE 2	Start	8-MO	16-MO	JR/24-MO	\$0.000	\$0.000	\$0.000
POINTS 205 - 229	GRADE 3	Start	8-MO	16-MO	JR/24-MO	\$0.000	\$0.000	\$0.000
POINTS 230 - 254	GRADE 4	Start	8-MO	16-MO	JR/24-MO	\$12.110	\$12.594	\$13.098
201*	Title/Department	Sign Shop Person						

Schedule "A"
 Salary Schedule for CUPE Local 2210
 Outside Employees-Roads
 Effective September 1, 1997



POINTS 255 - 279					
GRADE 5		Start	8-MO	16-MO	JR/24-MO
		\$13.114	\$13.639	\$14.185	\$14.752
<u>Title/Department</u>					
202*	Regional Courier				
203*	Auto Mechanic Assistant				
204*	Auto Mechanic/Welder Assistant				
		Start	8-MO	16-MO	JR/24-MO
205*	Labourer	\$12.110	\$12.594	\$13.098	\$13.622

POINTS 280 - 304					
GRADE 6		Start	8-MO	16-MO	JR/24-MO
		\$0.000	\$0.000	\$0.000	\$0.000
<u>Title/Department</u>					
		Start	8-MO	16-MO	JR/24-MO
206*	Front End Loader Operator	\$13.396	\$13.932	\$14.489	\$15.069
207*	Roller Operator	\$13.396	\$13.932	\$14.489	\$15.069
208*	Tractor Attachment Operator	\$12.875	\$13.390	\$13.926	\$14.483
209*	Truck Driver	\$13.114	\$13.639	\$14.185	\$14.752
210*	Regional Courier/Truck Driver	\$13.114	\$13.639	\$14.185	\$14.752
211*	Pavement Marker Machine Operator	\$13.396	\$13.932	\$14.489	\$15.069
212*	Truck Driver/ Winter Control Night Shift	\$13.114	\$13.639	\$14.185	\$14.752
213*	Float Operator	\$13.396	\$13.932	\$14.489	\$15.069
214*	Stone Chip Spreader Operator	\$13.396	\$13.932	\$14.489	\$15.069

POINTS 305 - 329					
GRADE 7		Start	8-MO	16-MO	JR/24-MO
		\$13.396	\$13.932	\$14.489	\$15.069
<u>Title/Department</u>					
215*	Back Hoe Operator				
216*	Grader Operator				
217*	Asphalt Distributor				

POINTS 330 - 334

	Start	8-MO	16-MO	JR/24-MO
GRADE 8	\$0.000	\$0.000	\$0.000	\$0.000

<u>Title/Department</u>		Start	8-MO	16-MO	JR/24-MO
218*	Lead Hand	\$14.823	\$15.416	\$16.033	\$16.674
219*	Foreman Night Shift	\$15.762	\$16.392	\$17.048	\$17.730
220*	Welder Licenced	\$14.100	\$14.664	\$15.251	\$15.861

POINTS 355 - 379

	Start	8-MO	16-MO	JR/24-MO
GRADE 9	\$14.100	\$14.664	\$15.251	\$15.861

<u>Title/Department</u>	
221*	Licenced Auto Mechanic

POINTS 380 - 404

	Start	8-MO	16-MO	JR/24-MO
GRADE 10	\$15.762	\$16.392	\$17.048	\$17.730

<u>Title/Department</u>	
222*	Foreman Roads

POINTS 405 - 429

	Start	8-MO	16-MO	JR/24-MO
GRADE 11	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 430 - 454

	Start	8-MO	16-MO	JR/24-MO
GRADE 12	\$15.762	\$16.392	\$17.048	\$17.730

Title/Department	
223*	Foreman (Garage)

POINTS 455 - 479

	Start	8-MO	16-MO	JR/24-MO
GRADE 13	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 480 - 504

	Start	8-MO	16-MO	JR/24-MO
GRADE 14	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 505 - 590

	Start	8-MO	16-MO	JR/24-MO
GRADE 15	\$0.000	\$0.000	\$0.000	\$0.000

NOTE: " * " 40 HOUR/WEEK JOB CLASSES

d.sorge/february/98

Outside Positions: Foreman Night Shift and Truck Driver Night Shift will receive Winter Control/Night Shift Premium of \$0.57/hr. above schedule rates.



Schedule " A "
Salary Schedule for CUPE Local 2210
Inside Employees
Effective January 1, 1998

Updated December/98

2210SC98.WBZ

POINTS 100 - 179				
	Start	8-MO	16-MO	JR/24-MO
GRADE 1	\$10.823	\$11.244	\$11.682	\$12.137

POINTS 180 - 204				
	Start	8-MO	16-MO	JR/24-MO
GRADE 2	\$11.774	\$12.233	\$12.710	\$13.207
Job #	Title/Department			
Job#	Positions with Red Cir			
PPT	Position with Red Circled Incumbents:			
PPT	Casefile Investigation Clerk Soc. Serv. O.W. & C. S.			\$15.188
PPT	Casefile Investigation Clerk Soc. Serv. O.W. & C. S.			\$15.188

POINTS 205 - 229					
	Start	8-MO	16-MO	JR/24-MO	
GRADE 3	\$12.726	\$13.222	\$13.739	\$14.277	
Job #	Title/Department				
FTT	Switchboard Operator/Recept., Social Services				
16	Accounting Clerk, Roads				
17	Accounting Clerk, Environmental Services				
23	Accounting Clerk, Roads				
24A	Secretary/Receptionist, Environmental Services				
35	Accounting Clerk, Finance				
51	Secretary/Receptionist, Building Division, Planning & Development				
70	Receptionist, Health Dept.				
72	Secretary, Communicable Disease Team, Health Department				
75	General Secretary, Administration (Simcoe) Health Department				
76	Secretary, Healthy Growth & Development Team, (Cayuga), Health Department				
83	Secretary, Healthy Environments Team, (Cayuga), Health Department				
87	Secretary, Healthy Environments Team, (Simcoe), Health Department				
90	Secretary, Healthy Growth & Development Team, Health Department				
PPT	Custodian, Engineering Env. Services				
PPT	Secretary/Receptionist, Planning & Econ. Dev.				
PPT	Secretary Nursing, Health Department				
PPT	Secretary, Speech Pathologist, Health Department				
PPT	Data Entry Clerk Addictions Health Department				
	Positions with Red Circled Incumbents:				
104	Accounting Clerk Soc. Serv. OW & CS Division	\$13.601	\$14.145	\$14.711	\$15.299

POINTS 230 - 254					
		Start	8-MO	16-MO	JR/24-MO
GRADE 4		\$13.677	\$14.212	\$14.768	\$15.347
Job#	Title/Department				
06	Switchboard Operator/Clerk-typist, Clerk's				
09	Recording Secretary, Clerk's				
44	Payroll Clerk, Finance				
48	Team Secretary, Soc. Serv. OW & CS Division				
50	Finance Clerk, Finance				
52	Print Operator, Clerk's				
73	Secretary, Population Health Team, Health Department				
77	Data Control Clerk, Communicable Disease Team, Health Department				
105	Tipping Fee Clerk, Environmental Services				
Positions with Red Circled Incumbents:					
34	Senior Accounting Clerk, Finance	\$14.187	\$14.754	\$15.344	\$15.958

POINTS 255 - 279					
		Start	8-MO	16-MO	JR/24-MO
GRADE 5		\$14.628	\$15.201	\$15.797	\$16.417
Job #	Title/Department				
05	Policy Records Officer, Clerk's				
37	Revenue Clerk, Finance				
53	Agreement Assistant, Planning & Development				
54	Case Aide Clerk, Soc. Serv. OW & CS Division				
58*	Building Maintenance Assistant, Environmental Services				
96	Zoning & Building Information Officer, Planning & Development				
98*	Fleet Maintenance & Purchasing Clerk, Roads				

POINTS 280 - 304

	Start	8-MO	16-MO	JR/24-MO
GRADE 6	\$15.579	\$16.190	\$16.826	\$17.487

Job # Title/Department

07	Local System Support, Soc. Serv. OW & CS Division
46	Graphics Technician, Planning & Development
106	Certified Environmental Technician, Health Department

Positions with Red Circled Incumbents

PPT	Education Compliance Officer, Health Department	\$20.393
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POINTS 305 - 329

	Start	8-MO	16-MO	JR/24-MO
GRADE 7	\$16.530	\$17.180	\$17.855	\$18.557

Job # Title/Department

43	Revenue Officer, Finance
110	Dental Hygienist, Health Department.
FTT	Graphics Technologist

POINTS 330 - 354

	Start	8-MO	16-MO	JR/24-MO
GRADE 8	\$17.482	\$18.169	\$18.883	\$19.627

Job# Title/Department

04,04A	Case Manager, Soc. Serv. OW & CS Division				
& 60	Family Support Worker, OW & CS Division				
08	By-law Enforcement Officer, Planning & Development				
25*	Design/Technician, Roads				
33	Accounting Co-ordinator, Finance				
38	Revenue Co-ordinator, Finance				
63*	Surveyor/Inspector, Roads				
103	Community Dietitian, Healthy Lifestyles, Health Department	n/a	n/a	n/a	\$21.759

POINTS 280 - 304		Start	8-MO	16-MO	JR/24	J
GRADE 6		\$15.579	\$16.190	\$16.826	\$17.487	
Job #	Title/Department					
07	Local System Support, Soc. Serv. OW & CS Division					
46	Graphics Technician, Planning & Development					
106	Certified Environmental Technician, Health Department					
Positions with Red Circled Incumbents						
PPT	Education Compliance officer, Health Health Department					\$20,393

POINTS 305 - 329		Start	8-MO	16-MO	JR/24-MO
GRADE 7		\$16.530	\$17.180	\$17.855	\$18.557
Job #	Title/Department				
43	Revenue officer, Finance				
110	Dental Hygienist, Health Department.				
FTT	Graphics Technologist				

POINTS 330 - 354		Start	8-MO	16-MO	JR/24-MO
GRADE 8		\$17.482	\$18.169	\$18.883	\$19.627
Job#	Title/Department				
04,04A	Case Manager, Soc. Serv. OW & CS Division				
& 60	Family Support Worker, OW & CS Division				
08	By-law Enforcement officer, Planning & Development				
25*	Design/Technician, Roads				
33	Accounting Co-ordinator, Finance				
38	Revenue Co-ordinator, Finance				
63*	Surveyor/Inspector, Roads				
103	Community Dietitian, Healthy Lifestyles, Health Health Department	n/a	n/a	n/a	\$21,759

POINTS 355 - 379

	Start	8-MO	16-MO	JR/24-MO
GRADE 9	\$18.433	\$19.158	\$19.912	\$20.697

<u>Job#</u>	<u>Title/Department</u>
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13	Plumbing Inspector, Planning & Development
57	ERO/Assistant Supervisor, Soc. Serv. OW & CS Division
59*	Technical Assistant, Environmental Services
86	Adult Program Counsellor, Addictions, Health Department
94	Youth Program Counsellor, Addictions, Health Department
	Operations Technician, Engineering - Roads

PPT	Youth Counsellor, A.A.R.S. Health Department
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PPT	Plumbing Inspector, Planning & Econ. Dev.
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88	Speech Pathologist, Health Department	\$23.958	\$24.917	\$25.913	\$26.953
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POINTS 380 - 404

	Start	8-MO	16-MO	JR/24-MO
GRADE 10	\$19.384	\$20.147	\$20.941	\$21.767

<u>Job#</u>	<u>Title/Department</u>
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12	Building Inspector, Building Div., Planning & Development
28	Project Planner/Computer Analyst, Planning & Development
32	Development Planner, Planning & Development
49	Project Planner, Planning & Development

POINTS 405 - 429				
	Start	8-MO	16-MO	JR/24-MO
GRADE 11	\$20.335	\$21.137	\$21.970	\$22.837
Job #	Title/Department			
19*	Party Chief, Roads			
85	Public Health Inspector, Health Department			

POINTS 430 - 454				
	Start	8-MO	16-MO	JR/24-MO
GRADE 12	\$21.287	\$22.126	\$22.999	\$23.907
Job #	Title/Department			
14	Senior Building Inspector, Bldg. Div., Planning & Dev.			

POINTS 455 - 479				
	Start	8-MO	16-MO	JR/24-MO
GRADE 13	\$22.238	\$23.115	\$24.028	\$24.977

	Start	8-MO	16-MO	JR/24-MO
GRADE 14	\$23.189	\$24.104	\$25.057	\$26.047

POINTS 505 - 590				
	Start	8-MO	16-MO	JR/24-MO
GRADE 15	\$24.140	\$25.094	\$26.085	\$27.117

NOTE: " * " 40 HOUR/WEEK JOB CLASSES

Part-time employees who have completed probation receive percentage in lieu of benefits in accordance with Articles 25.2 & 28.5

d.sorge/december98



Schedule "A"
 Salary Schedule for CUPE Local 2210
 Outside Employees-Roads
 Effective January 1, 1998

POINTS 100 - 179	Stan	8-MO	16-MO	JR/24-MO
GRADE 1	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 180 - 204	Stan	8-MO	16-MO	JR/24-MO
GRADE 2	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 205 - 229	Start	8-MO	16-MO	JR/24-MO
GRADE 3	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 230 - 254	Stan	8-MO	16-MO	JR/24-MO
GRADE 4	\$13.055	\$13.577	\$14.120	\$14.685

POINTS 255 - 279

	Start	8-MO	16-MO	JR/24-MO
GRADE 5	\$14.115	\$14.680	\$15.267	\$15.878

 Title/Department

202*	Regional Courier
203*	Auto Mechanic Assistant
204*	Auto Mechanic/Welder Assistant
205*	Labourer

POINTS 280 - 304

	Start	8-MO	16-MO	JR/24-MO
GRADE 6	\$14.413	\$14.989	\$15.589	\$16.213

 Title/Department

206*	Front End Loader Operator
207*	Roller Operator
208*	Tractor Attachment Operator
209*	Truck Driver
210*	Regional Courier/Truck Driver
211*	Pavement Marker Machine Operator
212*	Truck Driver/ Winter Control Night Shift
213*	Float Operator
214*	Stone Chip Spreader Operator

POINTS 305 - 329

	Start	8-MO	16-MO	JR/24-MO
GRADE 7	\$14.413	\$14.989	\$15.589	\$16.213

 Title/Department

215*	Back Hoe Operator
216*	Grader Operator
217*	Asphalt Distributor

POINTS 330 - 354					
GRADE 8		Start	3-MO	16-MO	JR/24-MO
		\$0.000	\$0.000	\$0.000	\$0.000
<u>Title/Department</u>		Start	8-MO	16-MO	JR/24-MO
218*	Lead Hand	\$15.920	\$16.557	\$17.219	\$17.908
219*	Foreman/ Night Shift	\$16.912	\$17.588	\$18.291	\$19.023
220*	Welder Licenced	\$15.157	\$15.763	\$16.393	\$17.049

POINTS 355 - 379					
GRADE 9		Start	8-MO	16-MO	JR/24-MO
		\$15.601	\$16.225	\$16.874	\$17.549
<u>Title/Department</u>					
221*	Licenced Auto Mechanic				

POINTS 380 - 404					
GRADE 10		Start	8-MO	16-MO	JR/24-MO
		\$16.912	\$17.588	\$18.291	\$19.023
<u>Title/Department</u>					

POINTS 405 - 429					
GRADE 11		Start	8-MO	16-MO	JR/24-MO
		\$0.000	\$0.000	\$0.000	\$0.000
<u>Title/Department</u>					

POINTS 430 - 454

	Stan	8-MO	16-MO	JR/24-MO
GRADE 12	\$16.912	\$17.588	\$18.291	\$19.023

Title/Department

223* Foreman (Garage)

POINTS 455 - 479

	Start	8-MO	16-MO	JR/24-MO
GRADE 13	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 480 - 504

	Stan	8-MO	16-MO	JR/24-MO
GRADE 14	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 505 - 590

	Start	8-MO	16-MO	JR/24-MO
GRADE 15	\$0.000	\$0.000	\$0.000	\$0.000

NOTE: " * " 40 HOUR/WEEK JOB CLASSES

d.sorge/february/98

Outside Positions: Foreman Night Shift and Truck Driver Night Shift will receive Winter Control/Night Shift Premium of \$0.57/hr. above schedule rates.



Schedule " A "
Salary Schedule for CUPE Local 2210
Outside Employees-Roads
Effective July 1, 1998

POINTS 100 - 179				
	Start	8-MO	16-MO	JR/24-MO
GRADE 1	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 180 - 204				
	Start	8-MO	16-MO	JR/24-MO
GRADE 2	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 205 - 229				
	Start	8-MO	16-MO	JR/24-MO
GRADE 3	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 230 - 254				
	Start	8-MO	16-MO	JR/24-MO
GRADE 4	\$13.677	\$14.212	\$14.768	\$15.347
Title/Department				
201*	Sign Shop Person			

POINTS 255 - 279					
		Start	8-MO	16-MO	JR/24-MO
GRADE 5		\$14.628	\$15.201	\$15.797	\$16.417
<u>Title/Department</u>					
202*	Regional Courier				
203*	Auto Mechanic Assistant				
204*	Auto Mechanic/Welder Assistant				
205*	Labourer				

POINTS 280 - 304					
		start	8-MO	16-MO	JR/24-MO
GRADE 6		\$15.239	\$15.836	\$16.458	\$17.104
<u>Title/Department</u>					
206*	Front End Loader Operator				
207*	Roller Operator				
208*	Tractor Attachment Operator				
209*	Truck Driver				
210*	Regional Courier/Truck Driver				
211*	Pavement Marker Machine Operator				
212*	Truck Driver/ Winter Control Night Shift				(+\$0.57/hr. Night Shift Prem. <i>love</i> Rate)
213*	Float Operator				
214*	Stone Chip Spreader Operator				

POINTS 305 - 329					
		Start	8-MO	16-MO	JR/24-MO
GRADE 7		\$15.239	\$15.836	\$16.458	\$17.104
<u>Title/Department</u>					
215*	Back Hoe Operator				
216*	Grader Operator				
217*	Asphalt Distributor				

POINTS 330 - 354					
		Stan	8-MO	16-MO	JR/24-MO
GRADE 8		\$0.000	\$0.000	\$0.000	\$0.000
<u>Title/Department</u>		Stan	8-MO	16-MO	JR/24-MO
218*	Lead Hand	\$16.830	\$17.491	\$18.179	\$18.894
219*	Foreman/ Night Shift	\$17.482	\$18.169	\$18.884	\$19.627
		(+\$0.57/hr Night Shift Prem. above Rate)			
220*	Welder Licenced	\$16.024	\$16.653	\$17.307	\$17.987

POINTS 355 - 379					
		Stan	8-MO	16-MO	JR/24-MO
GRADE 9		\$16.468	\$17.115	\$17.788	\$18.487
<u>Title/Department</u>					

POINTS 380 - 404					
		Start	8-MO	16-MO	JR/24-MO
GRADE 10		\$17.876	\$18.579	\$19.311	\$20.071
<u>Title/Department</u>					
222*	Foreman Roads				

POINTS 405 - 429					
		Start	8-MO	16-MO	JR/24-MO
GRADE 11		\$0.000	\$0.000	\$0.000	\$0.000
<u>Title/Department</u>					

POINTS 430 - 454				
	Stan	8-MO	16-MO	JR/24-MO
GRADE 12	\$17.876	\$18.579	\$19.311	\$20.071
<u>Title/Department</u>				
223*	Foreman (Garage)			

POINTS 45s - 479				
	Start	8-MO	16-MO	JR/24-MO
GRADE 13	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 480 - 504				
	Stan	8-MO	16-MO	JR/24-MO
GRADE 14	\$0.000	\$0.000	\$0.000	\$0.000

POINTS 505 - 590				
	Stan	8-MO	16-MO	JR/24-MO
GRADE 15	\$0.000	\$0.000	\$0.000	\$0.000

NOTE: " * " 40 HOUR/WEEK JOB CLASSES

d.sorge/june/98

Outside Positions: Foreman Night Shift and Truck Driver Night Shift will receive Winter Control/Night Shift Premium of \$0.57/hr. above schedule rates.

25



SCHEDULE "A"
Salary Schedule for CUPE Local 2210
Inside & Outside Employees
Effective January 1, 1999

Updated December/98

2210SC99.WB2

POINTS 100 - 179	Start	8-MO	16-MO	JR/24-MO
GRADE 1	\$11.173	\$11.594	\$12.032	\$12.487

POINTS 180 - 204	Start	8-MO	16-MO	JR/24-MO
GRADE 2	\$12.124	\$12.583	\$13.060	\$13.557
Job #	Title/Department			
PPT	Overpayment Clerk, Soc. Serv. O.W. & C.S.			
PPT	Casefile Investigation Clerk, Soc. Sew. O.W. & C.S.			

POINTS 205 - 229	Start	8-MO	16-MO	JR/24-MO	
GRADE 3	\$13.076	\$13.572	\$14.089	\$14.627	
Job #	Title/Department				
FTT	Switchboard Operator/Recept., Social Services				
16	Accounting Clerk, Roads				
17	Accounting Clerk, Environmental Services				
23	Accounting Clerk, Roads				
24A	Secretary/Receptionist, Environmental Services				
35	Accounting Clerk, Finance				
51	Secretary/Receptionist, Building Division, Planning & Development				
70	Receptionist, Health Dept.				
72	Secretary, Communicable Disease Team , Health Department				
75	General Secretary, Administration (Simcoe) Health Department				
76	Secretary, Healthy Growth & Development, (Cayuga), Health Department				
83	Secretary, Healthy Environments Team , (Cayuga), Health Department				
87	Secretary, Healthy Environments Team , (Simcoe), Health Department				
90	Secretary, Healthy Growth & Development, Health Department				
PPT	Custodian , Engineering Env. Serv.				
PPT	Secretary/Receptionist, Planning & Econ. Dev.				
PPT	Secretary, Nursing Health Department				
PPT	Secretary, Speech Pathologist Health Department				
PPT	Data Entry Clerk, Addictions Health Department				
<u>Positions with Red Circled Incumbents:</u>					
104	Accounting Clerk, Soc. Serv. OW & CS Division	\$13.601	\$14.145	\$14.711	\$15.299

POINTS 230 - 254		Start	8-MO	16-MO	JR/24
GRADE 4		\$14.027	\$14.562	\$15.118	\$15.697
<u>Job #</u>	<u>Title/Department</u>				
16	Switchboard Operator/Clerk-typist , Clerk's				
19	Recording Secretary , Clerk's				
44	Payroll Clerk, Finance				
48	Team Secretary, Soc. Serv. OW & CS Division				
50	Finance . Clerk, Finance .				
52	Print Operator, Clerk's				
73	Secretary, Population Health Team , Health Department				
77	Data Control Clerk, Communicable Disease Team , Health Department				
105	Tipping Fee Clerk, Environmental Services				
<u>Outside Roads</u>					
201*	Sign Shop Person				
<u>Positions with Red Circled Incumbents:</u>					
34	Senior Accounting Clerk, Finance	\$14.187	\$14.754	\$15.344	\$15.958

POINTS 255 - 279		Start	8-MO	16-MO	JR/24-MO
GRADE 5		\$14.978	\$15.551	\$16.147	\$16.767
<u>Job #</u>	<u>Title/Department</u>				
05	Policy Records Officer , Clerk's				
37	Revenue Clerk. Finance				
53	Agreement Assistant, Planning & Development				
54	Case Aide Clerk, Soc. Serv. OW & CS Division				
58*	Building Maintenance Assistant, Environmental Services				
96	Zoning & Building Information Officer, Planning & Development				
98*	Fleet Maintenance & Purchasing Clerk Roads				
<u>Outside Roads</u>					
202*	Regional Courier				
203*	Auto. Mechanic Assistant				
204*	Auto. Mechanic/Welder Assistant				
205*	Labourer				

POINTS 280 - 304		Start	8-MO	16-MO	JR/24-MO
GRADE6	-	\$15.929	\$16.540	\$17.176	\$17.837
Job #	Title/Department				
07	Local System Support, Sec. Serv. OW & CS Division				
46	Graphics Technician, Planning & Development				
106	Certified Environmental Technician, Health Department				
	<u>Positions with Red Circled Incumbents</u>				
PPT	Education Compliance Officer, Health Department				\$20.393
	<u>Outside Roads</u>				
206''	Front-End Loader Operator				
207*	Roller operator				
208*	Tractor Attachment Operator				
209*	Truck Driver				
210*	Regional Courier/Truck Driver				
211*	Pavement Marker Machine Operator				
212'	Truck Driver / Winter Control Night Shift				(+\$0.57/hr. Night Shift Prem. above rate)
213*	Float Operator				
214*	Stone Chip Spreader Operator				

POINTS 305 - 329		Start	8-MO	16-MO	JR/24-MO
GRADE 7		\$16.880	\$17.530	\$18.205	\$18.907
Job #	Title/Department				
43	Revenue Officer , Finance				
110	Dental Hygienist, Health Department.				
FTT	Graphics Technologist				
	<u>Outside Roads</u>				
215*	Back hoe Operator				
216*	Grader Operator				
217*	Asphalt Distributor				

POINTS 330 - 354					
		Start	8-MO	16-MO	JR/24
GRADE 8		\$17.832	\$18.519	\$19.233	\$19.977
Job#	Title/Department				
04,04A	Case Manager, Soc. Serv. OW & CS Division				
&60	Family Support Worker, Soc. Serv. OW & CS Division				
08	By-Law Enforcement officer, Planning & Development				
25*	Design/Technician, Roads				
33	Accounting Co-ordinator, Finance				
38	Revenue Co-ordinator, Finance				
63*	Surveyor/Inspector, Roads				
<hr/>					
<u>Outside Roads</u>					
218*	Lead Hand				
219*	Foreman Night Shift	(+ \$0.57/hr. Night Shift Prem. above rate)			
220*	Welder Licenced				
<hr/>					
103	Community Dietition, Healthy Lifestyles Team, Health Depart	n/a	n/a	n/a	\$22.109

POINTS 355 - 379					
		Start	8-MO	16-MO	JR/24-MO
GRADE 9		\$18.783	\$19.508	\$20.262	\$21.047
Job#	Title/Department				
13	Plumbing Inspector, Planning & Development				
57	ERO/Assistant Supervisor, Soc. Serv. OW & CS Division				
59*	Technical Assistant, Environmental Services				
86	Adult Program Counsellor, Addictions, Health Department				
94	Youth Program Counsellor, Addictions, Health Department				
	Operations Technician, Engineering - Roads				
109	Health Promotor, Tobacco Use Prevention, Healthy Lifestyles Team, Health Department				
<hr/>					
PPT	Youth Counsellor, A.A.R.S. Health Department				
PPT	Plumbing Inspector, Planning & Econ. Development				
<hr/>					
<u>Outside Roads</u>					
221*	Licenced Auto Mechanic				
<hr/>					
88	Speech Pathologist, Health Department	\$24.308	\$25.267	\$26.263	\$27.303

POINTS 380 - 404

	Start	8-MO	16-MO	JR/24-MO
GRADE 10	\$19.734	\$20.497	\$21.291	\$22.117

Job#	Title/Department
12	Building Inspector, Building Div., Planning & Development
28	Project Planner/Computer Analyst, Planning & Development
32	Development Planner, Planning & Development
49	Project Planner, Planning & Development

	<u>Outside Roads</u>
222*	Foreman Roads

POINTS 405 - 429

	Start	8-MO	16-MO	JR/24-MO
GRADE 11	\$20.685	\$21.487	\$22.320	\$23.187

Job #	Title/Department
19*	Party Chief, Roads
85	Public Health Inspector, Health Department

POINTS 430 - 454		Start	8-MO	16-MO	JR/24-MO
GRADE 12		\$21.637	\$22.476	\$23.349	\$24.257
Job #	Title/Department				
14	Senior Building Inspector, Bldg. Div., Planning & Dev.				
	Outside Roads				
223*	Foreman (Garage)				

POINTS 455 - 479		Start	8-MO	16-MO	JR/24-MO
GRADE 13		\$22.588	\$23.465	\$24.378	\$25.327

POINTS 480 - 504		Start	8-MO	16-MO	JR/24-MO
GRADE 14		\$23.539	\$24.454	\$25.407	\$26.397

POINTS 505 - 590		Start	8-MO	16-MO	JR/24-MO
GRADE 15		\$24.490	\$25.444	\$26.435	\$27.467

NOTE: " * " 40 HOUR/WEEK JOB CLASSES

Outside Positions: Foreman Night Shift and Truck Driver Night Shift will receive Winter Control/Night Shift Premium of \$0.57/hr. above schedule rates.

Part-time employees who have completed probation receive percentage in lieu of benefits in accordance with Articles 25.2 & 28.5

d.sorge/november/98



Schedule "B"

Job Numbers and Titles

"Inside" Workers

JOB #	Job Title	Department
2	Secretary III	Income Maintenance, Social Services
4	Field Worker	Income Maintenance, Social Services
4A	Field Worker (Special Services)	Income Maintenance, Social Services
5	Policy Records Officer	Clerk's
6	Switchboard Operator / Clerk Typist	Clerk's
8	By-Law Enforcement Officer	Planning & Economic Development
9	Recording Secretary	Clerks
12	Building Inspector	Planning & Economic Development
13	Plumbing Inspector	Planning & Economic Development
14	Senior Building Inspector	Planning & Economic Development
16	Accounting Clerk	Roads, Engineering
17	Accounting Clerk	Water & Sewer, Waste Management, Engineering
19	Party Chief	Roads, Engineering
23	Accounting Clerk	Roads, Engineering
24A	Secretary / Receptionist	Engineering
25	Design Technician	Roads, Engineering
28	Project Planner / Computer Analyst	Planning & Economic Development
32	Development Planner	Planning & Economic Development
33	Accounting Coordinator	Finance
34	Senior Accounting Clerk	Finance
35	Accounting Clerk	Finance
37	Revenue Clerk	Finance
38	Revenue Coordinator	Finance
43	Revenue Officer	Finance
44	Payroll Clerk	Finance
46	Graphics Technician	Planning & Economic Development
48	Receptionist / Secretary	Income Maintenance, Social Services
49	Project Planner	Planning & Economic Development
50	Finance Clerk	Finance
51	Secretary / Receptionist	Planning & Economic Development
52	Print Operator	Clerk's
53	Agreement Assistant	Planning & Economic Development
54	Case Aide Clerk	Income Maintenance, Social Services
57	Eligibility Review Officer / Assistant Supervisor	Income Maintenance, Social Services
58	Building Maintenance Assistant	Engineering
59	Technical Assistant	Water & Sewer, Engineering
60	Training & Employment Counsellor	Income Maintenance, Social Services

63	Surveyor / Inspector	Roads, Engineering
70	Receptionist	Health Department
72	Secretary, Communicable Disease Team	Health Department
73	Secretary, Population Health Team	Health Department
75	General Secretary, Administration	Health Department
76	Secretary, Healthy Growth & Development Team	Health Department
77	Data Control Clerk, Communicable Disease Team	Health Department
83	Secretary, Healthy Environments Team (Cayuga)	Health Department
85	Public Health Inspector	Health Department
86	Addictions Program Counsellor, Addictions	Health Department
87	Secretary, Healthy Environments Team (Simcoe)	Health Department
88	Speech Pathologist	Health Department
90	Secretary, Healthy Growth & Development Team (Simcoe)	Health Department
94	Youth Program Counsellor, Addictions	Health Department
96	Zoning & Building Information Officer	Planning & Economic Development
98	Fleet Maintenance & Purchasing Clerk	Roads, Engineering
103	Community Dietitian, Healthy Lifestyles Team	Health Department
104	Data Entry / Accounting Clerk	Income Maintenance, Social Services
105	Tipping Fee Clerk	Engineering
106	Certified Environmental Technician	Health Department
109	Health Promoter - Tobacco Use Prevention, Healthy Lifestyles Team	Health Department
110	Dental Hygienist	Health Department

"Outside" Workers

JOB #	Job Title	Department
201	Sign Shop Person	Roads, Engineering
202	Regional Courier	Roads, Engineering
203	Automotive Mechanic Assistant	Roads, Engineering
204	Automotive Mechanic Assistant / Welder's Assistant	Roads, Engineering
205	Labourer	Roads, Engineering

206	Front-end Loader Operator	Roads, Engineering
207	Roller Operator	Roads, Engineering
208	Tractor Attachment Operator	Roads, Engineering
209	Truck Driver	Roads, Engineering
210	Regional Courier / Truck Driver	Roads, Engineering
211	Pavement Marking Machine Operator	Roads, Engineering
212	Truck Driver (Winter Control/ Night Shift)	Roads, Engineering
213	Float Operator	Roads, Engineering
214	Stone Chip Spreader Operator	Roads, Engineering
215	Backhoe Operator	Roads, Engineering
216	Grader Operator	Roads, Engineering
217	Asphalt Distributor Operator	Roads, Engineering
218	Leadhand	Roads, Engineering
219	Foreman (Winter Control/ Night Shift)	Roads, Engineering
220	Licensed Welder	Roads, Engineering
221	Licensed Automotive Mechanic	Roads, Engineering
222	Foreman/ Roads	Roads, Engineering
223	Foreman/ Garage (Simcoe)	Roads, Engineering

“Part-time” Positions

JOB #	Job Title	Department
301	Permanent Part-time Education Compliance Officer, Tobacco Control Act	Health Department
302	Permanent Part-time Secretary, Health Promotion Division, Cayuga	Health Department
303	Permanent Part-time Data Entry Clerk, Addictions	Health Department
304	Permanent Part-time Addictions Program Counsellor, Addictions	Health Department
305	Permanent Part-time Custodian	Engineering Department
306	Permanent Part-time Secretary/ Receptionist	Planning & Economic Development
307	Permanent Part-time Casefile Investigation Clerk, Income Maintenance	Social Services Department
308	Permanent Part-time Overpayment Clerk, Income Maintenance	Social Services Department
309	Permanent Part-time Secretary, Health Promotion Division (Speech)	Health Department
310	Permanent Part-time Plumbing Inspector	Planning & Economic Development

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUI

70 TOWN CENTRE DRIVE
TOWNSEND, ONTARIO N0A 1S0

TELEPHONE: (519) 587-4911 FAX: (519) 587-5554

TOLL FREE LINES FROM:
WATERFORD 443-8913 SIMCOE 428-0020
CAYUGA 772-3571 DELHI 582-3620



LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")
and
The Canadian Union of Public Employees
Local 2210
(the "Union")**

Interview Process - "Outside" Employees, Only

1. In future job postings the Employer agrees that the three (3) most senior applicants will be granted an interview, provided said applicants possess the qualifications for the position, as outlined in the job posting.

Should the most senior applicant not be awarded the position, the unsuccessful applicants will be allowed to request and receive a copy of the interview questions/scoring, subject to the Employer's Policy entitled *Maintenance of Personnel Files and Associated Records*.

2. **All Employees**

The Employer agrees to enter into the employee's personnel file on a quarterly basis the dates that an employee performed the duties of a higher paying classification and received the applicable wage rate.

Signed at Townsend, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

FOR THE EMPLOYER:

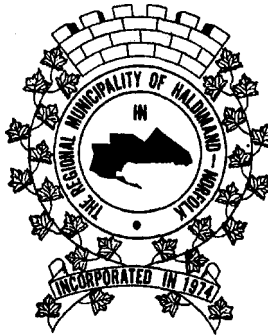
[Handwritten signature]

Regional Chair
[Handwritten signature]

Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<i>[Handwritten signature]</i>	
BY-LAW NO. <u>149-98</u>		

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUILDING

70 TOWN CENTRE DRIVE
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LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")
and
The Canadian Union of Public Employees
Local 2210 ("Inside and Outside" Employees)
(the "Union")**

Re: Casual/Temporary Vacancies

A permanent employee who is the successful applicant on a temporary position in another CUPE Local shall continue to pay Union Dues to his/her originating Local.

Such employee shall accumulate seniority in the Local to whom his/her dues are being submitted.

Vacation, benefits and sick leave entitlement; or percentage in lieu of benefits in the case of part-time positions, shall be in accordance with the originating Collective Agreement.

Upon returning to the employee's originating Local, he/she shall be placed in the position he/she held prior to being the successful applicant on the temporary position providing he/she is qualified to perform the duties of the position in accordance with Article 14.8.

Should the position no longer be available, or if the returning employee is not qualified to perform the duties of the position, the employee may bump any employee with less seniority, provided the employee exercising the right possesses the necessary qualifications as identified in Article 14.8 and is able to perform the duties without training other than orientation.

Signed at Townsend, Ontario, this 9 day of December, 1998.

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO.	<u>149-98</u>	

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUI

70 TOWN CENTRE DRIVE
TOWNSEND, ONTARIO N0A 1S0

TELEPHONE (519) 587-4911 FAX: (519) 587-5554

TOLL FREE LINES FROM:
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CAYUGA 772-3571 DELHI 582-3620



LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")**

and

**The Canadian Union of Public Employees
Local 2210 ("Inside and Outside" Employees)
(the "Union")**

Direct Deposit

It is agreed upon by the Parties that during the effective period of this Agreement a direct deposit of pay system will be implemented, and further, that under this direct deposit of pay system, employees will have their pay deposited directly into their account at the banking institution of their choice.

Signed at Townsend, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Signature]
[Signature]

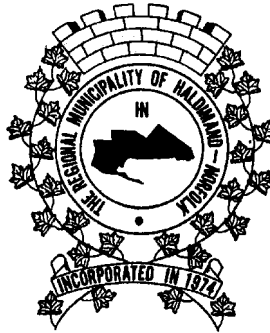
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[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO.	<u>149-98</u>	

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUILDING

70 TOWN CENTRE DRIVE
TOWNSEND, ONTARIO N0A 1S0

TELEPHONE: (519) 587-4911 FAX: (519) 587-5554

TOLL FREE LINES FROM
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CAYUGA 772-3571 DELHI 582-3620



LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")**

and

**The Canadian Union of Public Employees
Local 2210
(the "Union")**

Road Division - ("Outside" Employees) - Overtime Hours Guidelines

1. Employees within each job class will be listed in order of seniority, by Area, for the purpose of assigning overtime hours on a rotating basis.
2. The record of overtime will show, as part of the report, the opportunities to work overtime hours.
3. The overtime banks will assume a standing balance of "0" hours on January 1 of each year.
4. When an employee is on vacation and does want to be called in to work overtime, he will notify his Supervisor of same, prior to the commencement of such vacation.
5. If the Superintendent is unsuccessful in obtaining someone from within the required job class to work overtime, they shall call an employee who has already indicated to their Supervisor that they would be available (regardless of job class) first from the Area in question, then from the remaining Areas.
6. Night shift truck drivers will be identified as such on the call-in list and will appear in order of their seniority.
7. Truck drivers will be called in first for all overtime hours requiring such function.
8. Machine operators will be called in first for all overtime hours requiring such function and will be called in for truck driving, if qualified, if no employee within that job class is available.
9. Labourers will be called in first for sign repairs, sign installation and any other labour-related jobs. If qualified, they will also be called in for truck driving as required from time to time for operational efficiencies.

Letter of Understanding cont'd
Re: Road Division - ("Outside" Employees)- Overtime Hours Guideline

- 10. Temporary employees will be called in for overtime once all other options are exhausted. That is to say, full-time permanent bargaining unit employees will be contacted first and if no one from this group is available temporary employees will be contacted.
- 11. A master form for the recording of overtime hours covering a monthly period and year-to-date totals will be prepared by the Employer and posted.

Signed at Towanda, Ontario, this 9th day of December, 1998.

FOR THE UNION:

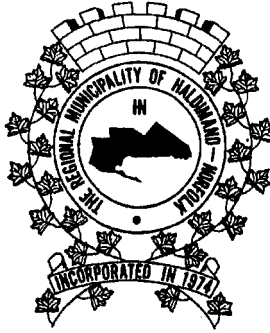
[Signature]
[Signature]
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[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources		
BY-LAWNO. 149-98		

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUILDING

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LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")**

and

**The Canadian Union of Public Employees
Local 2210
(the "Union")**

Hours of Work - "Outside" Employees

Preamble:

The Parties agree to implement, for the 1998/1999 winter control season, the following trial Letter of Understanding.

The Parties further agree to evaluate the feasibility of continuing this procedure on a permanent basis. Continuation of this procedure shall be subject to mutual agreement of the Parties.

The Winter Control season shall commence on the first Monday after November 1, and **conclude** on the last Friday prior to April 15.

The Employer will advise the employee, prior to 9:00 p.m., that the employee is required to **report** for work between 6:00 a.m. and 8:00 a.m. The reporting employee will be paid at straight time rate of pay from 6:00 a.m. for the entire eight (8) hour shift. If the Employer determines that the employee is required to work more than eight (8) hours they shall be compensated at the applicable overtime rate.

If the Employer does not advise the employee prior to 9:00 p.m. that the employee is **required to report** for work between 6:00 a.m. and 8:00 a.m., the employee will be **compensated** for all hours worked prior to 8:00 a.m. at the appropriate overtime rate of pay.

**Letter of Understanding cont'd
Re: Hours of Work - "Outside" Employees**

Should the employee be required to commence work prior to 6:00 a.m., the employee shall be paid at the applicable overtime rate for all time worked prior to 6:00 a.m.

Signed at Towson, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO. <u>149-98</u>		

The Regional
Municipality
of
HALDIMAND-NORFOLK



REGIONAL ADMINISTRATION BUILDING

70 TOWN CENTRE DRIVE
TOWNSEND, ONTARIO N0A 1S0

TELEPHONE: (519) 587-4911 FAX: (519) 587-5554

TOLL FREE LINES FROM:
WATERFORD 443-8913 SIMCOE 428-0020
CAYUGA 772-3571 DELHI 582-3620



LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")**

and

**The Canadian Union of Public Employees
Local 2210 ("Inside and Outside" Employees)
(the "Union")**

Sick Leave Alternatives

The Union agrees to meet with the Employer during the term of this Collective Agreement to discuss proposals for an alternate sick leave plan to be implemented for CUPE Local 2210 members. Any changes to the current Collective Agreement shall be ratified by the Parties prior to the implementation of any changes.

Signed at Townsend, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	

The Regional
Municipality
of
HALDIMAND-NORFOLK



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LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")**

and

**The Canadian Union of Public Employees
Local 2210 ("Inside and Outside" Employees)
(the "Union")**

Remuneration/Job Evaluation

Every permanent part-time position falling within the scope of CUPE Local 2210 will be placed on the current 2210 salary schedule after it has been evaluated by the CUPE Local 2210 Joint Job Evaluation/Maintenance Committee. Any adjustment (increase or red-circling in accordance with the CUPE 2210 Job Evaluations Plan and Maintenance Manual) which is required as a result of this process, will be retroactive to the date this Memorandum of Settlement is ratified by Regional Council.

Signed at Townsend, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

FOR THE EMPLOYER:

[Signature]

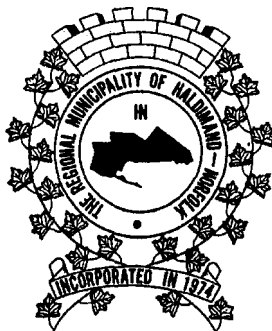
Regional Chair

[Signature]

Regional Clerk

REGION OF HALDIM AND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO. <u>149-98</u>		

The Regional
Municipality
of
HALDIMAND-NORFOLK



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LETTER OF UNDERSTANDING

Between

The Regional Municipality of Haldimand-Norfolk
(the "Employer")

and

The Canadian Union of Public Employees
Local 2210 ("Inside and Outside" Employees)
(the "Union")

Part-time Employees

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

Signed at Townsend, Ontario, this 9^U day of December, 1998.

FOR THE UNION:

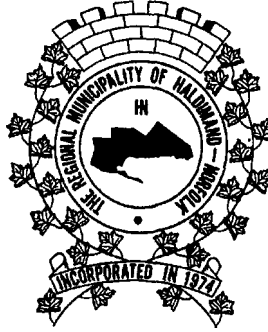
[Signature]
[Signature]
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO. <u>149-98</u>		

The Regional
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REGIONAL ADMINISTRATION BUI.
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LETTER OF UNDERSTANDING

Between

**The Regional Municipality of Haldimand-Norfolk
(the "Employer")**

and

**The Canadian Union of Public Employees
Local 2210 ("Inside and Outside" Employees)
(the "Union")**

Part-time Provisions

The Parties agree to the inclusion of part-time employees within CUPE Local 2210 effective the date of ratification by Regional Council.

Signed at Townsend, Ontario, this 9th day of December, 1998.

FOR THE UNION:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE EMPLOYER:

[Signature]
Regional Chair
[Signature]
Regional Clerk

REGION OF HALDIMAND-NORFOLK		
APPROVALS	SIGNATURE	N/A
Human Resources	<u>[Signature]</u>	
BY-LAW NO.	<u>149-98</u>	

**SCHEDULE "A" TO MEMORANDUM OF SETTLEMENT
BETWEEN**

**The Regional Municipality of Haldimand-Norfolk
and CUPE Local 2210**

SUBJECT: IMPLEMENTATION OF INTERNAL EQUITY

The Parties agree:

1. A Pay Equity Plan dated April 2, 1992 relating to female job classes within CUPE Local 2210 was posted as per the Pay Equity legislation. All pay adjustments identified in that Plan have been paid out and all gaps have been closed.
2. Further to Regional Council direction to re-enter negotiations with CUPE Local 2210 to negotiate an internal equity plan (Council Resolution #95-218) and in compliance with a Letter of Understanding dated November 2, 1992 (attached as Attachment 4), the Parties "...enter(ed) into negotiations to establish internal equity for CUPE Local 2210 employees, after finalization of the Pay Equity Plan". And further, "The results (of those negotiations) will be (are) subject to approval of Regional Council".
3. The Parties negotiated (January 4, 1993) a Maintenance Manual and Job Evaluation process which is being and will continue to be utilized to maintain fair and equitable wages and compensation for all positions within CUPE Local 2210.
4. The Parties recognize that the Corporation of the Regional Municipality of Haldimand-Norfolk has and continues to experience Corporate re-organization which has and continues to effect various positions within CUPE Local 2210.
5. The Parties agree that the occurrences noted in items 2, 3 and 4 above have resulted in changed circumstances and that because of these changed circumstances, the Pay Equity Plan posted April 2, 1992 is no longer appropriate for CUPE Local 2210. In addition, the Employer recognizes its obligation to maintain pay equity in the workplace.
6. The Parties have agreed to an internal equity plan which applies to female and male job classes within this employee group. The plan incorporates increases to wages which resulted from the Pay Equity Plan posted April 2, 1992 and is subject to ratification by Regional Council and the membership of CUPE Local 2210. Upon ratification, implementation of the internal equity plan will proceed as set out below.

The following information defines the negotiated Internal Equity Plan for CUPE Local 2210 and the implementation of same, as agreed to between the Parties during their recent negotiations:

Article #1:

The Parties recognize that the CUPE 11-Factor Job Evaluation system which is being utilized for CUPE Local 2210 measures point values from 100 through 590 points and (the Parties) agree to 25 point bands for each Grade with the exception of Grade 1 which will band 100 through 179 points (a spread of 80 points) and Grade 15 which will band 505 through 590 points (a spread of 85 points).

Based on the above, the following Grades and corresponding point value ranges are to be utilized for salary administration and incorporated into Salary Schedule " A of the Collective Agreement and all relevant schedules (specifically, the Maintenance Manual for Job Evaluation) as follows:

Grade	Points
1	100 - 179
2	180 - 204
3	205 - 229
4	230 - 254
5	255 - 279
6	280 - 304
7	305 - 329
8	330 - 354
9	355 - 379
10	380 - 404
11	405 - 429
12	430 - 454
13	455 - 479
14	480 - 504
15	505 - 590

Article #2:

A monetary differential of \$1.07 will be maintained between each Grade at the Job Rate.

Effective January 1, 1997, the Salary range for each Grade will be as follows:

GRADE	<u>Start Rate</u>	<u>8-month</u>	<u>16-month</u>	<u>24-month (Job Rate)</u>
1	10.523	10.944	11.382	11.837
2	11.474	11.933	12.410	12.907
3	12.426	12.922	13.439	13.977
4	13.377	13.912	14.468	15.047
5	14.328	14.901	15.497	16.117
6	15.279	15.890	16.526	17.187
7	16.230	16.880	17.555	18.257
8	17.182	17.869	18.583	19.327
9	18.133	18.858	19.612	20.397
10	19.084	19.847	20.641	21.467
11	20.035	20.837	21.670	22.537
12	20.987	21.826	22.699	23.607
13	21.938	22.815	23.728	24.677
14	22.889	23.804	24.757	25.747
15	23.840	24.794	25.785	26.817

Article #3:

The Salary ranges identified in Article #2 will be phased in, in three stages, as follows:

first adjustment	-to be effective January 1, 1996 (reference Attachment 1 - Salary Schedule for the period January 1, 1996 through June 30, 1996)
second adjustment	-to be effective July 1, 1996 (reference Attachment 2 - Salary Schedule for the period July 1, 1996 through December 31, 1996)
third adjustment	-to be effective January 1, 1997 (reference Attachment 3 - Salary Schedule effective January 1, 1997)

Exception to the above:

The full pay adjustment identified for Job #58, Building Maintenance Assistant will be implemented effective July 1, 1995; and the full pay adjustment identified for Job #60, Training & Employment Officer will be implemented effective January 1, 1996.

Any adjustment of one cent or less will not be paid out.

There will be no retro-activity applicable during this phase-in period.

There will be no further economic or monetary adjustments during the phase-in period for **any position** in Local 2210; a monetary adjustment will be possible only if it is authorized through the Maintenance Process in place for this group. Furthermore, during collective bargaining for the period commencing January 1, 1997, there will be no monetary adjustments negotiated for the period January 1, 1997 through June 30, 1997.

The Salary Schedule identified in Article #2 will be fully implemented and in force by January 1, 1997.

Article #4:

Red Circling (**APPLIES TO INCUMBENTS ONLY, NOT TO POSITIONS**)

If the current **incumbent** to a position is being paid at a **higher rate** than provided for in the newly established salary range, that **current incumbent** will be "red-circled" (ie. will not receive further economic or monetary increases until the position "catches up" to the current incumbent).

If the red-circled incumbent leaves the position in which he/she is red-circled, the position will be filled at the newly established salary range on the salary schedule currently in effect.

If a red-circled incumbent accepts a TEMPORARY POSITION within the organization (Union or Non-Union), it is agreed that when he/she returns to his/her former position he/she will be **compensated** at the newly established rate on the salary schedule that is in effect at that time.

If a red-circled incumbent accepts a PERMANENT POSITION within the organization (Union or Non-Union), it is agreed that **if** he/she returns to his/her former 2210 position, his/her salary will be at the red-circled rate the employee originally enjoyed.

Article #5:

The revised Grades, point **bandings** and salary ranges identified in Article #2 will be incorporated into the Salary Schedule effective January 1, 1997 and internal equity will be deemed to be achieved on that date.

Article #6 - Administration of the Salary Schedule:

- a. If an employee within the bargaining unit successfully applies for a position in a higher grade, Article 19.3 of the current Collective Agreement will apply.

If an employee successfully applies for a position in a lower grade, the employee will move to the same step of the current salary range.
- b. "New hires" will be hired at the current (transition) range for the position in question. Once probation is successfully completed, the new hire will receive internal equity adjustments as scheduled.
- c. Positions which have been dealt with to this point in time by the Joint Job Evaluation /Maintenance Committee will not receive retroactivity but will receive any adjustment required due to the implementation of internal equity as of January 1, 1996, July 1, 1996 and January 1, 1997, if and as applicable.
- d. If a position does not increase in points, but does increase in salary due to "special" negotiations, the position will be considered an "out-of-schedule" position.

100

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2210**

AND

**THE REGIONAL MUNICIPALITY
OF HALDIMAND-NORFOLK**

MAINTENANCE MANUAL

**DOCUMENT UPDATED JANUARY 1996 TO REFLECT
COLLECTIVE BARGAINING PROCESS FOR THE PERIOD
JANUARY 1, 1994 THROUGH DECEMBER 31, 1996**

10)

JOINT JOB EVALUATION COMMITTEE

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

2 representatives **and** two **(2)** alternates of C.U.P.E.

2 representatives **and** two **(2)** alternates of the Employer

A quorum for the Joint Job Evaluation Committee meeting shall be four members.

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

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

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

The decision of the Joint Job Evaluation Committee **must** be **unanimous**. **All** decisions made by the J.J.E.C. are **final** and **binding**. The J.J.E.C. **shall** provide rationale for their decisions.

If **unanimous** agreement **cannot** be reached, see Settlement of Disagreements.

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

MAINTAINING THE JOB EVALUATION PROGRAMME

- 1.1 It is important that **each** party ~~maintain~~ accurate job descriptions and job ratings on an ongoing basis. Failure to do **so will** serve to damage the integrity of the programme. It is the intention of the parties to ~~periodically~~ review jobs upon request and to conduct a comprehensive review of **all** positions every 2 years, commencing no later than **March 1993**.
- 1.2 It is understood and agreed by the Parties that during the ~~re-evaluation~~ process ~~and/or~~ review process, the ratings of **all** factors could be adjusted either upwards or downwards by the J.J.E.C.
- 1.3 Whenever the Employer changes the duties and responsibilities of a job or the incumbent(s)/Union feel that the duties and responsibilities of a job have been changed, or that the job description does not reflect the duties and responsibilities of the job, the following procedures *shall* be followed:
- (a) The incumbent(s)/Union or the supervisor/Employer may request a job evaluation review **by** completing and submitting a Job Evaluation Review **Form** (Appendix **C**).
 - (b) Upon receipt of a completed Job Evaluation Review **Form**, the Committee shall proceed to gather accurate, up-to-date information on the job. The gathering of information **will** involve the ~~interviewing~~ of incumbent(s) and/or supervisor(s) and **visits** to the job site, if required. **Based** on this information, the Committee **shall** update the **job** description, **as** necessary.
 - (c) While reviewing the revised job **data**, the Committee **shall** review the rating of **each** of the **subfactors**, determine **any** changes in the rating. A **Job** Evaluation Rating Sheet (Appendix **B**) **will** be Completed, signed off and **forwarded** to the **Human** Resources Department. A representative ~~from Human Resources~~ will advise **all** relevant parties of any changes, **using** the appropriate **form**.

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

- (d) If the job is rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date the Job Evaluation Review Form was submitted or the date the new duties or responsibilities were added resulting in the upgrading. The incumbent(s) shall retain the same place on any increment grid. (i.e. step-to-step).

All economic adjustments negotiated from time to time shall be calculated upon the higher of the revised or previously existing job rate. This does not apply in the case of job rates which are decreased.

1.4

Whenever the Employer wishes to establish a new job class, the following procedures shall apply:

- (a) The Employer shall prepare a draft job description for the job;
- (b) The J.J.E.C. shall meet and establish a temporary pay grade for the job class, based on the draft job description;
- (c) The job shall be posted and any person appointed to the job class shall be paid the temporary pay grade;
- (d) After six (6) months from the appointment of an incumbent to the job class, the incumbent(s) and the supervisor shall review the draft job description that was submitted, update same and forward to the J.J.E.C. The Committee shall evaluate and rate the job class based on the updated job description, as well as interviewing the incumbents and/or supervisor and visits to the job site, if required. The pay grade will be established based upon this rating.

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

If the rating of the job class decreases from the initial rating, the pay grade applicable to that rating will be effective to the date the J.J.E.C. re-rate the job class.

SETTLEMENT OF DISAGREEMENTS

- 2.1** In the event the J.J.E.C. is unable to reach agreement on **any** matter relating to the interpretation, application or administration of the Job Evaluation Programme, the Co-chairpersons of the Committee **shall** request, within ten (10) **working** days, that each party designate **an** advisor to meet with the Committee. The two **(2)** **advisors shall** meet with the Committee and attempt to assist in reaching a decision on the **factor(s)** in dispute. (~~These advisors shall~~ not be involved in the day-to-day decisions of the J.J.E.C.)
- If, after meeting with the two **(2)** **advisors** appointed **as** above, the Committee remains unable to agree upon the matter in dispute, the advisors **will** attempt to make a decision.
- If ~~the~~ advisors are unable to reach a decision on the **factor(s)** in dispute, they **shall advise** the CO-Chairpersons in writing.
- 2.2** Either party may, by written notice to the other party, refer the dispute to **a** single Arbitrator who **shall** be selected by agreement of the parties. If the parties are unable to agree, either **party** may request the Minister of Labour to appoint **an** Arbitrator.
- 2.3** The Arbitrator **shall** decide the matter upon which the J.J.E.C. **has** been unable to agree and **his/her** decision **shall** be **final and** binding on the J.J.E.C., the Employer, the Union and **all affected** employees. The Arbitrator **shall** be bound by these Terms of Reference and the Job Evaluation Plan and **shall** not have the power to modify or amend any of their provisions. The jurisdiction of the Arbitrator **shall** be limited to the matter in dispute, **as** submitted by the parties.
- 2.4** The Employer and the Union **shall** be the parties to the Arbitration Hearing and **shall have** the right to present evidence and argument concerning the matter in dispute. The Arbitrator **shall** have the powers of **an** Arbitrator appointed pursuant to the **Collective Agreement** and, **in** addition, **shall have** the authority to **require** the **parties** to present additional information and **to require** other **person(s)** to present evidence, **as** deemed **necessary** by the Arbitrator.
- 2.5** The Arbitrator's fees and expenses **shall** be borne equally between the parties.

2.6 The time limits contained in this article may be extended by mutual agreement of the parties.

APPLYING THE RATING TO THE SALARY RANGES

3.1 The total point allocation shall be used to determine the salary range for the positions based upon the following table:

PAY GRADE	JOB EVALUATION POINT GROUP
1	100 - 179
2	180 - 204
3	205 - 229
4	230 - 254
5	255 - 279
6	280 - 304
7	305 - 329
8	330 - 354
9	355 - 379
10	380 - 404
11	405 - 429
12	430 - 454
13	455 - 479
14	480 - 504
15	505 - 590

Signed at Townsend, Ontario, this 21st day of March, 1996.

For the Union:

Joan M. ...
...
...
...

For the Employer:

Karen A. ...
...
...

/2210/maintdoc.95

Appendix "A"

The Regional Municipality of Hiddimand-Norfolk
Job Description

DRAFT []
FINAL []

Job Name:	Job Number:
Division / Department:	
Employee Group:	CUPE Local 2210
Salary Level: Points / Grade:	Date:
REPORTS TO:	
POSITION FUNCTION:	

Skills / Experience:

Machines Operated:

Computer expertise required:

Duties and Responsibilities:

Impact of **Error** (Accountability):

Contacts & Human Relations:

Effort:

Mental (concentration):

Physical:

Working Conditions:

The above statement reflects the principal functions and duties **as** required for proper evaluation of the job. Other transient, emergency and unplanned duties **can** only be considered part of the job if they directly relate to these principal functions contained herein. No employee **shall** refuse to **perform the aforesaid transient, emergency and unplanned duties.**

Approval **as** to content:

Date:	Date:	Date:
Incumbent:	Supervisor:	Department Head:
HRD Approval:	Date:	

Reviewed **by** the Joint Job Evaluation Committee:

On behalf of the Union :
On behalf of the Employer:
this day of , 19 .

/2210/jobdesc.frm

Appendix "B"

The Regional Municipality of Haldimand-Norfolk
CUPE Local 2210

Job Evaluation Rating Sheet

Position Title / Job Number:		New Job [<input type="checkbox"/>]
Division / Department:		Est. Job [<input type="checkbox"/>]
Evaluation Tool: CUPE 11-Factor Job Evaluation System		
Evaluation Date:		
FACTOR	SUBSTANTIATING DATA	DEGREE / POINTS
1. Knowledge		
2. Experience		
3. Judgement		
4. Mental Effort		
5. Physical Effort		
6. Dexterity		
7. Accountability		
8. Safety of Others		
9. Supervision of Others		
10. Contacts		
11. Working Conditions		
Total Points:		
Approved on behalf of the Union:		
on behalf of <i>the</i> Employer:		
Date:		

Appendix "C"

REQUEST FOR A JOB EVALUATION REVIEW

This form is to be completed whenever the Employer and / or Union and / or incumbent(s) and or incumbent(s) Supervisor(s), feel the duties and responsibilities of the job class have changed.

Job Name / Job Number:

Department / Division:

Reason(s) for Review

Please forward original to Human Resources Department.

Distribution: (one to each -)

Department Head []

Supervisor []

Employee []

Union []

Joint Job Evaluation Committee []

Signature of Applicant:

Date:

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