

COLLECTIVE AGREEMENT

BETWEEN:

THE ESSEX REGION CONSERVATION AUTHORITY

(hereinafter called the "Employer")

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS
LOCAL 3784**

(hereinafter called the "Union")

Term of Operation: January 1, 2024 - December 31, 2027

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is:
- a) to establish and maintain collective bargaining relations between the Employer and its employees employed within the bargaining unit described in Article 3 of this Agreement;
 - b) to provide a mechanism for the prompt and equitable disposition of grievances;
 - c) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions and employment;
 - d) to encourage efficiency in operation;
 - e) to foster the well-being and security of all employees in the bargaining unit of the Union.

ARTICLE 2 - DEFINITIONS

- 2.01 The word "employee(s)" shall mean a person(s) employed within the bargaining unit described in Article 3 of this Agreement.
- 2.02 The phrase "probationary employee(s)" shall mean an employee(s) who has not completed the probationary period prescribed in this Agreement and who has not acquired seniority. Only such provisions of this Agreement as are specifically applicable to probationary employees shall be applicable to probationary employees.
- 2.03 The phrase "seniority employee(s)" shall mean an employee(s) who has completed the probationary period prescribed in this Agreement.
- 2.04 The phrase "term employee(s)" shall mean a person who is employed by the Employer for a definite term or task for a period of time not to exceed one thousand and two hundred (1,200) hours in any period of twelve (12) consecutive calendar months or who is employed by the Employer to replace a seniority employee who is absent from work on an approved leave of absence (including pregnancy leave and/or parental leave and/or vacation) or as the result of illness or injury or to replace a seniority employee who is filling a temporary vacancy. No term employee will be employed to fill a vacancy, which the Employer has decided to post as a permanent vacancy in accordance with Article 12 hereof. Term employees are not included in the bargaining unit and this Agreement does not apply to term employees.

A seniority employee who is laid off as provided herein may apply to be employed as a term employee and will be given preference relative to other applicants provided they have the qualifications and ability to perform the job(s). If a laid off employee is employed by the Employer as a term employee, they will continue to be laid off under this Collective Agreement until they are recalled as provided herein and they will continue to be covered by the Collective Agreement, as is any other laid off employee (it being recorded for clarity the wage and other compensation provisions of the Collective Agreement do not apply to such employee and that no terms or provisions of the Collective Agreement applies to such employee in their capacity as a term employee including, without limitation, the

Grievance and Arbitration provisions hereof.)

While employed as a term employee, they will be paid an hourly rate determined by the Employer in accordance with the Employer's usual method of determining the hourly rate of pay to be paid to term employees.

- 2.05 The phrase "special grant employee(s)" shall mean a person who is employed by the Employer for a definite term or task for which special funding for special employment is provided, in whole or in part, by a federal or provincial government agency. Special grant employees are not included in the bargaining unit and this Agreement does not apply to special grant employees.

A seniority employee who is laid off as provided herein may apply to be employed as a special grant employee and will be given preference relative to other applicants provided they have the qualifications and ability to perform the job(s). If a laid off employee is employed by the Employer as a special grant employee, they will continue to be laid off under this Collective Agreement until they are recalled as provided herein and they will continue to be covered by the Collective Agreement, as is any other laid off employee (it being recorded for clarity that the wage and other compensation provisions of the Collective Agreement do not apply to such employee and that no terms or provisions of the Collective Agreement applies to such employee in their capacity as a special grant employee including, without limitation, the Grievance and Arbitration provisions hereof).

While employed as a special grant employee, they will be paid in accordance with the terms and provisions of the grant and/or the contract, which they will be required to sign. The Employer will not employ a special grant employee(s) to perform the job of a seniority employee who is laid off as provided herein for a period in excess of six (6) calendar months in any period of twelve (12) consecutive calendar months.

- 2.06 In the event that the Employer applies for a grant pursuant to which the Employer would hire a Special Grant Employee at a time when a seniority employee is laid off and if the conditions hereinafter listed are fulfilled, the Employer will meet with the Union to obtain the approval of the Union to hiring the laid off employee as the Special Grant Employee. If the Union approval is not given, no Special Grant Employee will be hired to fill the position covered by the Grant.

CONDITIONS:

1. The work to be performed under the grant is substantially the work of the laid off employee.
2. The laid off employee is eligible to apply for the grant position.
3. The laid off employee in fact applies to be employed as a Special Grant Employee under the grant.

Nothing in this sub-article shall be interpreted as relieving the Employer of its responsibility to obtain the approval of the Union when required to do so under the terms of a grant.

- 2.07 The phrase "working day(s)" when used in this Agreement refers to notice or document submission deadlines and shall mean days on which the Employer is conducting administrative business but shall exclude Saturdays, Sundays and paid holidays as prescribed in this Agreement.
- 2.08 Whenever the singular or masculine are used in this Agreement, the same shall be construed as meaning the plural, the feminine or gender neutral where the context or the parties hereto so require.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the sole bargaining agent of all employees of the Employer in the Region of Essex, save and except Directors, persons above the rank of Director, Curator, Executive Assistant, Coordinator of Flood and Erosion Control, Term Employees and Special Grant Employees.
- 3.02 The Employer and the Union agree that there will be no discrimination or harassment, with respect to any employee. The application of this Sub-Article is not limited to the grounds listed in the Ontario *Human Rights Code*. A grievance alleging a violation of this sub-article will be submitted at Step 2 of sub-article 6.03.

ARTICLE 4 - UNION SECURITY, UNION REPRESENTATION, AND UNION DUES

- 4.01 All seniority employees currently employed within the bargaining unit described in Article 3 of this Agreement who are currently members of the Union shall, as a condition of employment, remain members of the Union. All new employees hired within the bargaining unit described in Article 3 of this Agreement shall, as a condition of employment, become members of the Union within thirty (30) working days of employment.
- 4.02 The Union expressly agrees that no employee employed within the bargaining unit described in Article 3 of this Agreement shall be denied membership in the Union except for the non-payment of Union dues.
- 4.03 The Employer will deduct, on a bi-weekly basis, Union dues, or assessments, as set from time to time by the Union, from the pay of each employee who is a member of the Union. The Union will indemnify the Employer with respect to any matter resulting from or related to the deductions aforesaid.

Deductions shall be forwarded in one cheque to the National Secretary Treasurer of the Union not later than the 10th day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, and classifications of employees from whose wages the deductions have been made. This list shall indicate promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths and other terminations of employment. A copy of this list shall be forwarded by the Employer to the Secretary Treasurer of the Local.

An initiation fee of one dollar (\$1.00) will be deducted from the employee's first pay and submitted to CUPE National.

- 4.04 The Employer shall recognize up to three (3) seniority employees who shall be Stewards, one of who shall be the Chief Steward. It is acknowledged that Stewards have their regular duties to perform as do other employees and that such duties must be performed in the same manner and to the same extent as other employees. A Steward shall not leave their regular duties in order to perform any of the duties required to be performed by a Steward under this Agreement without firstly receiving permission from their supervisor. A supervisor will not unreasonably refuse to grant a Steward permission to leave their regular duties for a reasonable length of time during the Steward's regular working hours, without loss of pay, in order to perform any of the duties required to be performed by a Steward under this Agreement.
- 4.05 The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer with respect to any matters arising out of this Collective Agreement. Such representative(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, provided that the approval of the Employer, which shall not be unreasonably withheld, is obtained beforehand.
- 4.06 No employee shall be required or permitted to make a verbal or written agreement with the Employer which conflicts with the terms of this Collective Agreement.
- 4.07 The Employer will supply each member of the bargaining unit with an up-to-date copy of the Employer's Policy and Procedures Manual - Personnel Regulations.
- 4.08 The Union will advise the Employer of the names of the Stewards, the Union members of the Labour-Management Committee and the members of the Union Bargaining Committee.
- 4.09 At the same time as Income Tax (T-4) slips are made available, the Employer will cause to be shown thereon the amount of Union dues paid by the employee for that year.
- 4.10 Within ten (10) working days of employment, the employee's immediate supervisor and/or the Employer's Human Resources representative shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union. The location and time of the meeting shall be determined by mutual agreement between the Employer and the Union.
- 4.11 Unless otherwise specified in this Agreement all correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Recording Secretary of the Union, with a copy to the President of the Union.
- 4.12 A copy of any correspondence between the Employer, and their designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union or their designate and a copy will be forwarded to the Local President and to the National Representative of the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage its affairs in all respects and, by way of illustration and without limiting the generality of the foregoing, and, subject to the express provisions of this Agreement, it is the right of the Employer to:
- a) hire, classify, re-classify, direct, transfer, lay off, promote and demote employees;
 - b) suspend, discipline and discharge employees for just cause, subject to the right of a seniority employee to lodge a grievance with respect to that employee's suspension, discipline or discharge;
 - c) maintain order, discipline, and efficiency;
 - d) determine work assignments, the schedules of work, the hours of work, the work areas, the methods, processes and means by which the work is to be performed; and
 - e) make and alter, from time to time, policies and procedures to be observed by the employees, which policies and procedures shall not be inconsistent with the express provisions of this Agreement. The Employer shall supply each member of the bargaining unit and the Union with an up-to-date copy of such policies and procedures. New or amended policies and procedures shall be sent to each member of the bargaining unit and the Union as soon as they are effective.
- 5.02 Without restricting or limiting the generality of the foregoing, the Employer retains all its rights not specifically relinquished or modified by express terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01 Subject to Sub-article 6.02, a grievance shall be defined as any difference or dispute between the Employer and any employee of the Employer regarding the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated. Employees shall process their grievances in the manner and within the time limits prescribed in this Article and Article 7 and 8 of this Agreement.
- 6.02 A probationary employee may be suspended, disciplined or discharged by the Employer at any time during their probationary period for any reason and such reason shall conclusively be deemed to constitute just cause for suspension, discipline or discharge of the probationary employee.

Despite anything contained in this Article and/or in this Agreement, a probationary employee shall not have the right to file a grievance regarding their suspension, discipline, or discharge and the Union shall not have the right to file any such grievance on behalf of a probationary employee.

6.03 Step 1

An employee who has a complaint must bring the complaint to their supervisor within seven (7) working days of the time when the cause of the complaint occurred. It is understood that no employee has a grievance until their supervisor has been given the opportunity to resolve the complaint and verbally reply within a maximum of seven (7) working days after the presentation of the complaint.

Step 2

Within seven (7) working days after the decision of the supervisor in Step 1 above, the employee may, with the assistance of the Union, submit their grievance in writing to the Chief Administrative Officer, or their designate. The grievance will outline the nature of the grievance, the remedy sought and the sections of the Agreement, which have allegedly been violated. Prior to delivering their decision the Chief Administrative Officer or their designate, shall meet with the employee who may invite their Steward. The meeting shall be held within seven (7) working days after they received the grievance and, the decision of the Chief Administrative Officer or their designate, shall be delivered in writing to the employee and their Steward within seven (7) working days after the meeting.

- 6.04 If the written decision of the Chief Administrative Officer of the Employer, or their designate, as provided for in Step 2 of the Sub-article 6.03 of this Agreement, is not satisfactory to the employee and provided the complaint and the grievance have been processed in the manner hereinbefore laid down, within the time limits prescribed, the grievance may be taken to arbitration in accordance with Article 8 of this Agreement.
- 6.05 The Union or the Employer may have a complaint that involves interpretation, application or administration of this Agreement; or that involves more than one employee. Wherever possible, the originating party is encouraged to first take these complaints to the Chief Administrative Officer for resolution. The meeting with the Chief Administrative Officer will take place within seven (7) working days from when the cause of the complaint occurred.
- 6.06 The Union or the Employer may file a grievance involving the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated; provided however that, in the case of a grievance filed by the Union, the subject matter thereof must not be properly the subject matter of an individual grievance by a seniority employee as hereinbefore provided.
- 6.07 A grievance filed by the Union must be filed, in writing, with the Chief Administrative Officer of the Employer, or their designate, within ten (10) working days after the date of which the circumstances giving rise to the grievance became known or ought to have been known. A grievance filed by the Employer must be filed in writing with the Chairperson of the Union Committee within ten (10) working days after the date on which the circumstances giving rise to the grievance became known or ought to have been known. After the filing of a Union or Employer grievance, as aforesaid, the grievance shall be dealt with as at Step 2 of the grievance procedure prescribed in Sub-article 6.03 of this Agreement. If the grievance is not resolved at that meeting, the grievance may be taken to arbitration in accordance with the procedure set out in Article 8 of this Agreement, provided the grievance has been processed in the manner

hereinbefore laid down and within the time limits prescribed.

- 6.08 Any time limit reflected to in this Article and/or in Article 7 and/or Article 8 of this Agreement within which any procedure is required to be taken or within which a decision is required to be delivered or within which a notice is required to be given are mandatory and may only be extended by mutual agreement in writing between the Employer and the Union which shall not be unreasonably withheld.
- 6.09 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

- 7.01 At the time of the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Steward or Union Representative. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void. No such act shall take place later than five (5) working days after the circumstances giving rise to the cause for discipline occurred, or later than five (5) working days after the circumstances giving rise to the cause for discipline were known to the Employer, or later than five (5) working days after the Employer completed its investigation of the circumstances giving rise to the cause for discipline, as the case may be.
- 7.02 A complaint by an employee that they have been unjustly disciplined or unjustly discharged will be treated as a special grievance and must be filed, in writing, with the Chief Administrative Officer of the Employer, or their designate, within seven (7) working days after the discipline or discharge. After the grievance has been filed, as aforesaid, the grievance shall be dealt with at Step 2 of the grievance procedure prescribed in Sub-article 6.03 of this Agreement.
- 7.03 Notwithstanding any provisions of the *Labour Relations Act* and/or any provision of this Agreement, the following shall be conclusively deemed to be just cause for suspension and/or discharge, and arbitrator must accept the suspension or discharge imposed as just and reasonable in all the circumstances and cannot substitute any lesser penalty:
- a) theft or deliberate destruction of the Employer's property;
 - b) consumption of intoxicants, alcohol (except at special Employer events) or illegal drugs while at work (including meal breaks);
 - c) reporting to work or being in control of or responsible for Employer's property under the influence of intoxicants, alcohol or illegal drugs;
 - d) suspension or discharge of a probationary employee for any reason.
- 7.04 An employee shall have the right any time to have access to and review their personnel record and to request to be provided with photocopies of all or part thereof.
- 7.05 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following receipt of such letter provided that there have been no

subsequent reprimands, etc. for a period of twelve (12) consecutive months.

ARTICLE 8 - ARBITRATION

- 8.01 (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or electronic transmission addressed to the other party of the Agreement, indicating names of arbitrators. Such request must be made within ten (10) working days after receipt of the final written answer to the grievance following the process provided for in Article 6.
- (b) Within fifteen (15) days thereafter, the other party shall answer by registered mail or electronic transmission indicating agreement with one of the proposed names for arbitrator or, failing agreement, propose alternative arbitrators.
- 8.02 If the two parties cannot agree on an arbitrator within a further fifteen (15) working days, the appointment shall be made by the Ministry of Labour upon request of either party.
- 8.03 No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.04 Each party shall pay one half the fees and expenses of the sole arbitrator.
- 8.05 At any stage of the Grievance or Arbitration procedure, the parties shall have the assistance of the employee or employees involved and any necessary witnesses.
- 8.06 Employees involved as witnesses shall suffer no loss of pay or seniority while attending a hearing.
- 8.07 (a) Nothing herein shall prevent the parties from agreeing to an Arbitration Board. Such request must be made within ten (10) working days after receipt of the final written answer to the grievance following the process provided for in Article 6.
- (b) Within fifteen (15) days thereafter, the other party shall answer by registered mail or facsimile transmission indicating the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial Chairperson.
- (c) Each party shall pay:
- i) The fees and expenses of the appointee it appoints.
 - ii) One-half (1/2) of the fees and expenses of the Chairperson.
- 8.08 Failure to issue notice to arbitrate within the time prescribed in Sub-article 8.01 or 8.07 will result in the grievance being deemed to have been abandoned.
- 8.09 The arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any provision of this Agreement or to substitute any new provision for any existing provision or to make any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement.

- 8.10 Subject to the provisions of Sub-article 7.03 of this Agreement, the arbitrator may, in a case involving discipline or discharge, substitute such penalty as the arbitrator considers to be just and reasonable in all the circumstances.

ARTICLE 9 - SENIORITY

- 9.01 A person employed within the bargaining unit described in Article 3 of this Agreement will be on probation until they have worked a total of eight hundred (800) hours in any period of twelve (12) consecutive months. Upon completion of the probationary period, the employee will, if retained in the employ of the Employer, acquire seniority and will be given a seniority date which date shall be the date on which the employee was hired.
- 9.02 A seniority list containing the names of all seniority employees and their respective classifications and seniority dates, will be posted and revised annually.
- 9.03 An employee who is appointed, selected or promoted to a position outside of the bargaining unit for a period not to exceed six (6) calendar months shall have their seniority frozen at the time the assignment commences. Upon completion of the assignment, the seniority held at the time of their temporary transfer will be reinstated and accumulation will again commence. Employees in any such assignment will not pay Union dues and will not have any rights under this Agreement. The six (6) month time frame may be extended to a maximum of eighteen (18) months by mutual agreement of the parties, such agreement to be in writing. Where the employee is in the assignment for more than six (6) months and the period is not extended by the parties, the employee will lose all seniority in the bargaining unit. The employee's bargaining unit position, or a comparable position, shall be held for the duration of the transfer to the non-bargaining unit position.
- 9.04 Seniority will be lost and employment will be terminated if an employee:
- a) quits, resigns or retires;
 - b) is discharged and such discharge is not reversed through the grievance or arbitration procedure;
 - c) fails to return to work or fails to notify the Employer of their absence from work for two (2) consecutive working days without supplying a reason satisfactory to the Employer for such failure;
 - d) is laid off and not recalled for a period of twenty-four (24) months;
 - e) having been laid off, fails to report to work within ten (10) working days after recall by the Employer: provided that notice of recall which has been sent to the employee by registered mail at their address on the records of the Employer shall conclusively be deemed to have been received by the employee on the second day after it was mailed;
 - f) fails to report for work following the expiry of a leave of absence (including pregnancy leave and/or parental leave) granted by the Employer without notifying the Employer and without supplying a reason satisfactory to the Employer for such failure; or

- g) engages in gainful employment, without the knowledge of the Employer, while on leave of absence from the Employer.

9.05 Seniority shall be determined only as expressly provided in this Agreement.

ARTICLE 10 - HOURS OF WORK, OVERTIME, AND RELATED MATTERS

HOURS OF WORK

- 10.01 Subject to Sub-article 10.05, the regular hours of work will be no less than thirty-five (35) hours and no more than forty (40) hours in a calendar week. The regular scheduled days of work will be Monday to Friday.
- 10.02 Subject to Sub-article 10.01, when operationally required as determined by the Employer, the scheduled days of work for employees may, include weekends and holidays and hours of work may from time to time exceed forty (40) hours in a calendar week.
- 10.03 The Employer shall provide an employee seventy-two (72) hours' notice of a change in that employee's actual scheduled days of work failing which the Employer agrees to credit that employee time and a half for the first shift of the changed schedule.

If the Employer is unable to provide an employee with seventy-two (72) hours' notice of a change in that employee's actual scheduled days of work due to circumstances beyond the Employer's control (including weather, national and/or local states of emergency, acts of God, change in tree planting schedule due to weather, change in Conservation Area maintenance due to weather) the Employer shall not be required to credit that employee time and one half for the first shift of the changed schedule.
- 10.04 In accordance with Sub-Article 10.02 the Employer will endeavour to provide each seniority employee with two (2) consecutive days off in a seven (7) day period, failing which the Employer agrees to credit that employee one (1) shift at time and one half.
- 10.05 Nothing in this Article and/or in this Collective Agreement constitutes or is deemed to constitute any guarantee of the number of hours to be worked by any employee in a calendar week.
- 10.06 Where an employee will be scheduled to work less than their regular hours in a calendar week, the employee will be provided with at least ten (10) days written notice coinciding with the normal payroll schedule.
- 10.07 In the event that an employee is scheduled to work less than twenty (20) hours per week for a period in excess of eight (8) consecutive weeks, the employee's entitlement to health and welfare benefits pursuant to Article 18 of the Collective Agreement shall cease at the end of the eight (8) consecutive-week period.

OVERTIME

- 10.08 All hours actually worked by an employee in excess of forty (40) hours in a calendar week

will constitute overtime and will be dealt with in accordance with and subject to the provisions hereinafter contained. In addition, if an employee is required to work on their scheduled day(s) off, any such hours shall be treated as overtime.

- 10.09 For each hour worked in excess of forty (40) hours in a week, the employee shall receive a credit of one and one half (1 ½) hours. These credit hours will be taken as time off to be scheduled by mutual agreement between the Employer and the employee. Failing mutual agreement, the time off will be scheduled by the Employer. The Employer and the employee may mutually agree that the employee will be paid for some or all of the credit hours as an alternative to taking time off.
- 10.10 The Employer will endeavour to equalize overtime by classification on a calendar year basis.
- 10.11 If an employee is required to continue to work after their regular quitting time and in fact does work more than three (3) consecutive hours after their regular quitting time, the employee will receive a meal allowance of up to fifteen dollars (\$15.00) upon producing a proper receipt regarding the purchase of their meal and the amount paid.
- 10.12 a) If an employee is required to attend an evening meeting on behalf of the Employer, the time when the employee is in attendance at the meeting will constitute time worked by that employee. In addition, if the time of the meeting is such that the employee is unable to go home for their meal after their regular quitting time and if the employee is required to be in attendance at the meeting until a time which is at least three (3) hours after their regular quitting time, the employee will receive a meal allowance of up to fifteen dollars (\$15.00) upon producing a proper receipt regarding the purchase of their meal and the amount paid.
- b) If an employee is required to attend an evening meeting on behalf of the Employer at a location other than the location where the employee normally reports to work the shall be paid for the actual time spent traveling to the location of the meeting to a maximum of one half (1/2) hour.

CALLBACK

- 10.13 If an employee who has left work at their regular quitting time is subsequently called back to work, such employee will receive pay at their regular straight time hourly rate of pay for all hours actually worked and they will be paid for one half (1/2) hour of travel time, subject to a minimum payment, in total, of four (4) hours pay at the employee's regular straight time hourly rate of pay. As a condition of payment, the employee must have performed the work for which they were called in and/or any work which they are qualified to do. Only the time actually worked will constitute time worked by the employee for the purposes of seniority.

REPORTING PAY

- 10.14 An employee who reports for work at their regular starting time, without having been previously advised not to do so, and who is later sent home from work prior to their regular quitting time, will receive pay at their regular straight time hourly rate of pay for all hours actually worked, subject to a minimum payment of four (4) hours pay at the employee's regular straight time hourly rate of pay. As a condition of payment, the employee must perform any work which they are qualified to do. Only the time actually worked constitutes

time worked by the employee. This Sub-article does not apply if the reason for the employee being sent home is due to circumstances beyond the control of the Employer with the exception of adverse weather conditions.

WORK ON PELEE ISLAND

- 10.15 An employee who is required to work on Pelee Island and who is required to remain on Pelee Island for two or more consecutive overnight stays, will be paid forty dollars (\$40) for each overnight stay, in addition to their regular rate of pay, including any premiums.

REST PERIOD

- 10.16 Each employee is permitted a paid rest period of fifteen (15) consecutive minutes during each one half (1/2) of the employee's work shift.

DUTY OFFICER(S)

- 10.17 If an employee(s) is designated by the Employer as Duty Officer(s) for a calendar month, such employee(s) will receive an additional four (4) hours of pay at their regular straight time hourly rate of pay. For the sake of clarity, it is stated that this Sub-article does not apply to an employee(s) who is designated by the Employer as Alternate Duty Officer.

STAND-BY

- 10.18 Any employee who is scheduled by the Employer to be on standby shall be paid twenty dollars (\$20.00) per day. The Union will be notified and updated as to those positions that may be scheduled on standby. Employees are entitled to a minimum of fifteen (15) minutes at their straight time hourly rate if a call is received; if the call exceeds fifteen (15) minutes, employees are entitled to be paid at straight time for actual time worked.

ARTICLE 11 - LAYOFF AND RECALL

- 11.01 For the purpose of this Article, the Employer and the Union recognize the Classifications and Grades set out in Schedule "A" to this Agreement, subject to changes or additions to same pursuant to Article 27.
- 11.02 In the event of a layoff (i.e. a reduction in the number of employees as a consequence of lack of work and/or for financial reasons for a period exceeding five (5) consecutive working days or a reduction in the number of hours which an employee normally works by five (5) hours per week as a consequence of lack of work and/or for financial reasons and such reduction in hours continues for a period in excess of ten (10) consecutive working days) the following procedures shall apply:
- a) The classification within which the layoff is to occur will be identified.
 - b) All probationary employees in that classification will be laid off first.
 - c) If, after all probationary employees in that classification have been laid off, further employees in that classification are to be laid off, seniority employees will be

identified for layoff in reverse order of seniority.

- d) A seniority employee who has been identified for layoff in accordance with paragraph (c) above, may elect (which election must be made within twenty-four (24) hours, with the exception of a Friday, then the response must be provided by 9:00 a.m. Monday, of when they have been advised that they have been identified for layoff) to take the layoff or to displace another employee. A seniority employee who elects to displace another employee may only do so if:
 - i) They have more seniority than the employee they seek to displace;
 - ii) They are employed in a higher or equally graded classification (as listed in Schedule "A" to this Agreement) than the employee they seek to displace; and
 - iii) They have the qualifications and ability to perform the job of the employee they seek to displace within a familiarization period (as distinct from a trial period) not to exceed five (5) working days.

11.03 A seniority employee who has been displaced in accordance with Sub-article 11.02 above may elect (which election must be made within twenty-four (24) hours of when they have been advised that they will be displaced with the exception of a Friday, then the response must be provided by 9:00 a.m. Monday) to either be laid off or to displace another employee. Such a seniority employee who elects to displace another employee may only do so if:

- a) They have more seniority than the employee they seek to displace;
- b) They are employed in a higher or equally graded classification (as listed in Schedule "A" to this Agreement) than the employee they seek to displace; and
- c) They have the qualifications and ability to perform the job of the employee they seek to displace within a familiarization period (as distinct from a trial period) not to exceed five (5) working days.

11.04 An employee who is displaced in accordance with Sub-article 11.03 above shall be laid off.

11.05 Seniority employees who elect to be laid off or who are unable to displace another employee in accordance with the foregoing will be laid off.

11.06 A seniority employee who displaces another employee in accordance with the foregoing will assume the work schedule and will be paid the rate of pay of the employee they displace.

11.07 A seniority employee who displaces another employee in accordance with the foregoing will, if not recalled to their classification within twenty-four (24) consecutive months after their transfer from their classification as a result of displacing another employee in accordance with the foregoing, be re-classified as a member of the classification in which they are working at the time of the expiry of the said twenty-four (24) month period.

11.08 Probationary employees have no recall rights.

11.09 Seniority employees shall be recalled from layoff in the reverse order of layoff provided that

the recalled seniority employee has the qualifications and ability to immediately perform the work to be done.

- 11.10 a) Notice of layoff will be given in accordance with the *Employment Standards Act*.
- b) Despite paragraph (a) above, the Employer will endeavour to give employees who have five (5) or more years of seniority, four (4) weeks notice of a temporary layoff*

*As defined in the *Employment Standards Act* as at December 2005.

- 11.11 No new employee will be hired to fill any vacancy in the bargaining unit so long as any seniority employee is laid off who should be recalled to that position in accordance with Sub-article 11.09 above.

ARTICLE 12 - JOB POSTING

- 12.01 When a new job is created or a permanent vacancy occurs or a temporary vacancy (as defined herein) occurs within the bargaining unit described in Article 3 of this Agreement, the Employer will, if it decides to fill the vacancy, post notice of the vacancy for a period of six (6) working days in order to allow employees to apply.

In the event the Employer requires the vacancy to be filled as soon as possible, the Employer may post notice of the vacancy both internally and externally simultaneously, with approval from the Union, which shall not be unreasonably denied. Qualified bargaining unit applicants will be given primary consideration to fill the vacancy.

- 12.02 A "temporary vacancy" shall be defined as a vacancy created as a result of the absence from work of a seniority employee for a period in excess of sixty (60) consecutive working days on an approved leave of absence (including pregnancy leave and/or parental leave) or as a result of illness or injury. Despite anything contained in this Agreement, only seniority employees will be eligible to apply for temporary vacancies and only the initial vacancy which created the temporary vacancy will be posted. When the seniority employee whose absence created the temporary vacancy returns to work, the employee who is filling the temporary vacancy will be returned to the job they had immediately prior to filling the temporary vacancy and all other persons affected by that event will be affected as required.

- 12.03 The Employer will consider the following factors in determining which, if any of the applicants is to be awarded the posted position:

- a) the requirements of the posted position and the qualifications, skills, experience and ability of the applicant(s) to satisfactorily perform the requirement of the posted position; and
- b) seniority.

When factor (a) is relatively equal, as between two (2) or more applicants, factor (b) will govern.

- 12.04 If no applications are received from employees or if none of the applicants is awarded the

posted vacancy, the Employer may fill the vacancy in such manner as it determines.

- 12.05 An employee who is awarded a posted position (except a temporary vacancy) in accordance with the foregoing shall be subject to a trial period of three hundred (300) hours. The trial period for a temporary vacancy shall be eighty (80) hours. At any time during the trial period, the employee may be transferred back to their former position either at the Employer's request or at the employee's request and any employees affected by that event will likewise be returned to their former positions.
- 12.06 The posted notice shall contain the following information: The classification, nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
- 12.07 The Union will be advised of the name of the successful applicant.

ARTICLE 13 - LEAVES OF ABSENCE

- 13.01 The Employer may grant a leave of absence to a seniority employee for legitimate personal reasons provided the seniority employee delivers written request for the leave of absence at least twenty (20) working days prior to when the leave of absence is to commence. This notice period may be waived by the Employer. A leave of absence, if granted, will be without pay or benefits and the decision whether to grant the leave of absence or not rests solely with the Employer.
- 13.02 The Employer shall, when presented with a written request from the Union at least twenty (20) working days in advance of when the leave of absence is to commence, grant a leave of absence without pay or benefits to an employee who is elected or appointed to represent the Union at conventions, conferences and seminars. The request for the leave of absence shall state the purpose of the leave and the duration thereof. The Employer will continue the pay and benefits of the employee while on this leave of absence and the Union will reimburse the Employer for all pay and the cost of benefits during the period of the absence.
- 13.03 No employee will be granted a leave of absence for the purpose of seeking other employment or for the purpose of engaging in other employment, without the knowledge of the Employer.
- 13.04 An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority and without pay or benefits. Such a leave will be limited to one (1) term of office for any particular employee. The vacancy created by the employee leaving the active employment of the Employer will be posted as a temporary vacancy under this Collective Agreement. The employee must submit a written request for the leave at least twenty (20) working days in advance of when the leave is to commence.
- 13.05 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, submitted at least twenty (20) working days in advance of when the leave is to commence, the Employer shall allow leave of absence without pay or benefits so that the employee may be a candidate in federal, provincial, municipal, school board or public body elections. Such a leave of absence will not exceed sixty (60) consecutive working days.

- 13.06 An employee who is elected to public office shall be granted leave of absence without loss of seniority and without pay or benefits. Such a leave will be limited to one (1) term of office for any particular employee. The vacancy created by the employee leaving the active employment of the Employer will be posted as a temporary vacancy under this Collective Agreement. The employee must submit a written request for the leave at least twenty (20) working days in advance of when the leave is to commence.
- 13.07 The Employer shall grant a leave of absence to a seniority employee for the purpose of processing their citizenship application. Such a leave would otherwise be subject to the provisions of Sub-article 13.01.
- 13.08 The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with two (2) years' employment who wish to further their education, shall be permitted up to one (1) year of leave of absence for such purpose. Such a leave of absence will be without pay or benefits and will be limited to once per employee. The vacancy created by the employee leaving the active employment of the Employer will be posted as a temporary vacancy under this Collective Agreement. The Employee must submit a written request for the leave at least twenty (20) working days in advance of when the leave is to commence.
- 13.09 The Employer shall grant a leave of absence to a seniority employee for the purpose of writing examinations to upgrade their employment qualifications. Such a leave will otherwise be subject to the provisions of Sub-article 13.01.
- 13.10 Pregnancy leave and parental leave will be granted in accordance with the provision of the *Employment Standards Act* of Ontario.
- 13.11 An employee who has been granted a leave of absence (including pregnancy leave and/or parental leave) shall not be eligible for holiday pay with respect to any holiday, which occurs during the leave of absence, except as required by the *Employment Standards Act*.
- 13.12 The Employer will establish an employee funded leave plan pursuant to which a permanent employee, with the approval of the Employer, may defer twenty per cent (20%) of salary for each of four (4) consecutive "terms" and then take a fifth consecutive "term" as leave of absence.

The terms of the leave plan are as follows:

- a) A "term" shall not be less than six (6) months nor greater than one (1) year.
- b) The employee must defer twenty per cent (20%) of salary for the four (4) terms immediately prior to the leave and must apply six (6) months in advance of the four (4) term period.
- c) The application must be in writing and, if approved, participation shall be set forth in writing in a signed memorandum of agreement.
- d) At the time of applying, the employee must have thirty (30) months of continuous service as a full-time employee.

- e) The employee will be paid the amount of monies deferred (plus interest) either in one lump sum on the commencement of the leave period or in two (2) lump sums, one on the commencement of the leave period and the other on the first working day of the following calendar year.
- f) The cost of all benefits under Article 18 will be deducted from the lump sum payments to the employee. The group life coverage will be adjusted for the full five (5) term period.
- g) Seniority will continue to accumulate during the leave period.
- h) Sick leave shall not accumulate during the leave period.
- i) Vacation pay and vacation time off and statutory holiday pay and statutory holiday time off for the leave period shall be waived.
- j) Union dues shall be deducted during the leave period.
- k) Income tax shall be deducted in accordance with the *Income Tax Act* and regulations or any revision thereof.
- l) In the case of termination of employment or the death of the employee, any unpaid monies shall be paid to the employee or the employee's estate.
- m) Participation in the leave plan and the date of commencement of the leave shall be subject to the agreement of the Employer.
- n) The Employer may limit the total number of employees participating in the leave plan at any one time.
- o) Following a leave of absence, an employee may not apply for further leave for four (4) years.
- p) The vacancy created by the employee leaving the active employment of the Employer will be posted as a temporary vacancy under this Collective Agreement.
- q) In exceptional circumstances an employee, with the approval of the Employer, may withdraw from the Plan and receive all accrued funds without interest and shall not be eligible to apply for a further leave for four (4) years.

ARTICLE 14 - JURY DUTY AND SUBPOENAED WITNESS

14.01 A seniority employee who is required to report for jury duty or who is subpoenaed to attend as a witness in criminal court or who is required to attend at a coroner's inquest will be paid, for each hour that such employee is required to be in attendance at court or at the inquest at times when such employee would otherwise be working, the difference between their regular straight time hourly rate of pay and the amount paid to the employee for serving as a juror or attending as a witness or attending at the inquest excluding travel allowance reimbursement, to a maximum of the regular number of hours (excluding

overtime) which such employee would otherwise have worked on the day in question.

- 14.02 In order to receive payment from the Employer, a seniority employee must give the Employer prior notice that they have been summoned for jury duty or are required to attend the coroner's inquest and must furnish satisfactory evidence to the Employer that the employee in fact served as a juror or was required to attend the inquest for the hours for which the employee claims payment.
- 14.03 In the event that any such employee is not required to attend for the whole of their shift, such employee will return to work for the balance of their shift.

ARTICLE 15 - BEREAVEMENT LEAVE

- 15.01 In the event of the death of a seniority employee's spouse, including common law spouse, child, daughter-in-law, son-in-law, step-child, grandchild, parent, step-parent, mother-in-law, father-in-law, sister or brother, step-sister or step-brother, and sister-in-law or brother-in-law, the Employer will grant, upon application made by the seniority employee, up to five (5) days leave of absence with pay, provided that such days are regular working days on which the employee would otherwise have been scheduled to work.
- 15.02 In the event of the death of a seniority employee's aunt or uncle, nephew, niece or grandparent, the Employer will grant, upon application made by the seniority employee, a leave of absence of up to two (2) days with pay, provided that such day is a regular working day on which the employee would otherwise have been scheduled to work.
- 15.03 The employee may be granted an additional one (1) working day with pay as bereavement leave on an annual basis for the death of any other person and/or pet, or for the purpose of extending bereavement leave for those individuals covered in Articles 15.01 and 15.02.
- 15.04 Once the employee has exhausted their bereavement leave entitlements, any further bereavement leave requests will be at the discretion of the Employer.

ARTICLE 16 - PAID HOLIDAYS

- 16.01 a) The following will be recognized as paid holidays for employees:
- i) Ontario Statutory Holidays - New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day; and
 - ii) Additional non-Statutory Paid Holidays (main office closure) – Easter Monday, Civic Holiday, Remembrance Day, December 24th and December 31st.
- b) An employee who is not required to work on a paid holiday will be paid their regular wages for the paid holiday in accordance with the *Employment Standards Act*. In order to qualify for such payment, the employee must have earned wages and worked on in the four (4) weeks immediately preceding the paid holiday. In addition, the employee must work their full scheduled shift preceding and following the paid holiday unless they have reasonable cause not to work. Holiday pay for each holiday,

statutory or otherwise, will be calculated using the formula established by the *Employment Standards Act*.

- c) An employee who is required to work on a paid holiday and who actually works on the paid holiday will be paid their regular straight time hourly rate plus a 50% premium for each hour worked on the paid holiday. If such employee satisfies the requirements of paragraph (b) above, they will also be given another day off and paid their regular wages for that day. The day off shall be scheduled by mutual agreement between the employee and the Employer. The Employer will endeavour to accommodate the employee's wishes. Failing mutual agreement, such day off shall be scheduled by the Employer or alternatively, the Employer will credit the employee's time-in-lieu bank for the paid holiday, as calculated in accordance with the *Employment Standards Act*.
- d) An employee who is absent from work on a paid holiday by reason of layoff, illness or injury, shall be paid in accordance with paragraph (b) above for any paid holiday.
- e) Notwithstanding the provisions of this Sub-article, the Employer will not pay holiday pay to any such employee who has been paid Workplace Safety and Insurance Board or sickness and accident benefits for the paid holiday subject to the *Employment Standards Act*.
- f) Each paid holiday will be observed on the day on which the paid holiday occurs unless the Employer designates another day as the day on which the paid holiday is to be observed, in which event, the paid holiday will be observed on the day designated by the Employer and not on the day on which it occurs.
- g) If a paid holiday occurs on an employee's scheduled day off, the Employer shall designate another day off for that employee in which event the designated day off will in fact be the employee's day off. Alternatively, the Employer shall credit the employee's time-in-lieu bank for the paid holiday, as calculated in accordance with the *Employment Standards Act*.

ARTICLE 17 - VACATIONS WITH PAY

- 17.01 Seniority employees shall be entitled to vacation as provided in this Article.
- 17.02 Vacations shall be granted and taken in the vacation year next following the vacation year in which the vacation was earned. For the purposes of this Article, the vacation year shall mean the twelve (12) consecutive month period commencing January 1st of each year and ending December 31st of that year.
- 17.03 Despite any other provision of this Collective Agreement, if an employee has been paid for a minimum of seventeen hundred (1700) hours during the twelve (12) month period ending December 31st of the vacation year in which the vacation was earned, such employee shall be paid vacation pay calculated in accordance with their current regular straight time hourly rate of pay. For the purposes of this Sub-article, any hour with respect to which the employee has received payment from the Employer shall be counted.

- 17.04 A new employee who has not worked at least one (1) full year as of the 31st day of December immediately following their commencement of employment shall receive two (2) weeks vacation with pay. Vacation pay shall be calculated at a rate of four percent (4%) of their earnings.
- 17.05 A seniority employee with more than one (1) year of seniority as of December 31st of each year shall receive two (2) weeks vacation with pay. Vacation pay shall be calculated at a rate of four percent (4%) of their earnings.
- 17.06 A seniority employee with more than three (3) years of seniority as of December 31st of each year, shall receive three (3) weeks vacation with pay. Vacation pay shall be calculated at a rate of six percent (6%) of their earnings.
- 17.07 A seniority employee with more than eight (8) years of seniority as of December 31st of each year, shall receive four (4) weeks vacation with pay. Vacation pay shall be calculated at a rate of eight percent (8%) of their earnings.
- 17.08 A seniority employee with more than thirteen (13) years of seniority as of December 31st of each year, shall receive five (5) weeks vacation with pay. Vacation pay shall be calculated at a rate of ten percent (10%) of their earnings.
- 17.09 A seniority employee with more than eighteen (18) years of seniority as of December 31st of each year, shall receive six (6) weeks vacation with pay. Vacation pay shall be calculated at a rate of twelve percent (12%) of their earnings.
- 17.10 Each employee shall, by December 1st of each year, submit a request to respective Directors through the current Human Resource Information System (HRIS) for vacation that the employee requests to be taken within the month of January of the following year. All other vacation requests shall be submitted by January 31st of the year in which the vacation will be taken. Subject to the Employer maintaining a sufficient and qualified work force, the Director will make every effort to approve departmental vacation requests in accordance with seniority.

If an employee's vacation request is not granted, in whole or in part, their Director upon request will, within five (5) working days, advise the Employee of the reason the request was not granted.

If requests are not made within the time frame noted, the Director will approve requests in the order that they are received, subject to operational requirements.

- 17.11 Vacation time may, with the written approval of the Employer, be carried forward from year to year. Any vacation time not scheduled in accordance with sub-article 17.10 above shall be scheduled by mutual agreement between the Employer and the individual employee and, failing mutual agreement, such vacation time shall be scheduled at the discretion of the Employer.
- 17.12 a) This Article applies to all employees who commence employment with the Employer on or after January 1, 2003, with respect to the following periods of employment of such individuals:
- i) the period commencing with the individual's first day of employment and

ending December 31 of that year; and

- ii) the period of employment January 1st to December 31st of the calendar year immediately following the year in which the individual commenced employment with the Employer.
- b) This Article applies to employees as stated in paragraph a) above despite anything stated in Article 17 of the Collective Agreement and if there is any conflict between any term or provision of Article 17 of the Collective Agreement and any term or provision in this Article, the terms and provisions of this Article shall govern.
- c) Any employee employed in the circumstances referred to in paragraph a) above who has completed at least six (6) months of continuous employment with the Employer shall, upon request, be permitted to take up to one (1) week of vacation with pay. The vacation shall be scheduled by mutual agreement between the employee and the Employer and, failing mutual agreement, the employee can either withdraw their vacation request or the vacation shall be scheduled by the Employer. An Employee may choose whether to take one (1) week or less than one (1) week (one (1) choice only).
- d) An employee who in fact takes vacation in accordance with paragraph c) above, shall be paid, as vacation pay, two percent (2%) of their earnings paid directly to them by the Employer during first day worked and ending with the working day which immediately precedes the day on which their vacation commences.
- e) Any employee who takes vacation in accordance with paragraphs c) and d) above shall, as of December 31st of the year in which they were first employed by the Employer, be entitled to the remaining vacation with pay. The amount of vacation pay with respect to this remaining vacation shall be four percent (4%) of the employee's earnings paid directly to them by the Employer during the period commencing with their first day worked and ending the 31st day of December immediately following that date less the amount paid to them pursuant to paragraph four (4) above. This remaining vacation shall be taken in the calendar year immediately following the year in which the employee commenced employment with the Employer. This remaining vacation shall be scheduled in accordance with Article 17 of the Collective Agreement.
- f) Commencing the 1st day of January immediately following any such employee's date of employment by the Employer, their vacation entitlement and vacation pay shall be determined in accordance with Article 17 of the Collective Agreement.

ARTICLE 18 - HEALTH AND WELFARE

18.01 The Employer will pay, with respect to the plans/policies which provide the benefits hereinafter listed, the premiums referable thereto on behalf of seniority employees:

- a) Life and Accidental Death and Dismemberment
 - 2 times annual earnings rounded to the next higher \$1,000 to a maximum benefit of \$200,000

- The life benefit reduces by 50% at age 65
- b) **Dependent Life**
 - Spouse: \$10,000
 - Children over 14 days of age: \$5,000
- c) **Weekly Indemnity**
 - 66 2/3% of weekly earnings to a maximum benefit of \$1400 per week; Benefit commencement:
 - Accident - 1st day of disability
 - Sickness - 4th consecutive day of disability
 - Maximum Benefit Period: 17 weeks
- d) **Long Term Disability**
 - 70% of monthly earnings to a maximum benefit of \$5,000 per month
 - Benefit commencement: 120th consecutive day of disability
 - Maximum Benefit Period: to age 65
- e) **Drug Benefits**
 - Prescribed Drug Plan to provide for drugs that legally require a prescription
 - Prescription drugs are reimbursed at the Lowest Cost Alternative
 - All over the counter and limited access drugs are excluded
 - Employees shall be responsible to pay 10% co-pay of allowed drug cost to an annual out-of-pocket maximum of \$150 single, \$300 family
 - If recommended by a physician, RI (Routine Immunization series), AT (Advanced Immunization Series) and ST (Standard Travel Series) vaccines are to be covered.
- f) **Extended Health Services**
 - Employees shall be responsible to pay 10% co-pay on Extended Health Services excluding Emergency Transportation, Private Duty Nursing in the Home, Audio, Vision, and Accidental Dental
 - Maximum coverage for all Professional Services, including physiotherapist services, shall be \$400 per practitioner per calendar year

- Maximum \$450 for glasses, contacts and laser eye surgery in any 24 months for all participants plus one eye exam in any 24 month period.

g) Dental Benefits

- Current O.D.A. schedule of fees
- Recall once every twelve (12) months
- Basic services - 100% coverage - annual maximum \$1,500
- Major restorative - 50% - annual maximum \$1,000
- Orthodontics - 50% coverage - lifetime maximum \$2,000

h) Survivor Benefits

- for Drug Benefits (18.01 (e))
- only maximum benefit period - two (?) years.

18.02 The extent of coverage and the eligibility for coverage with respect to the benefits listed in Sub-article 18.01 shall be as provided in the said plans/policies and the provisions of the said plans/policies shall be solely determinative in that regard.

18.03 a) The Employer will continue to pay the premium cost, pursuant to Sub-article 18.01 for eligible seniority employees who are laid off for the month in which the layoff commences and for the calendar month immediately following the month in which the layoff commenced, provided such employees continue to be employees of the Employer and provided that such employees continue to satisfy the requirements for enrollment in the plans/policies and coverage thereunder.

b) The Employer will continue to pay the premium cost, pursuant to Sub-article 18.01, for eligible seniority employees who are unable to work due to illness or injury, for the month in which the illness or injury commences and for the five (5) calendar months immediately following the month in which the illness or injury commenced, provided such employees continue to be employees of the Employer and provided that such employees continue to satisfy the requirements for enrollment in the plans/policies and coverage thereunder.

18.04 Health Care Spending Account (HCSA)

The Employer shall provide to each employee a Health Care Spending Account (HCSA) in the amount of \$300.00 annually, which shall be administered by a third party.

18.05 Pension Plan: OMERS

18.06 The Employer shall provide the Union with a copy of the plans/policies, which provide the benefits, listed in Sub-article 18.01.

18.07 The Employer shall have the right to change carriers with respect to any plan or policy regarding any benefit listed in Sub-article 18.01 provided that the level of benefit does not result in any decrease in benefit coverage.

18.08 a) The Employer will pay, with respect to the plans/policies which provide the benefits hereinafter listed, the premiums referable thereto on behalf of any seniority employee who has retired under OMERS with an unreduced pension from the date of retirement until they attain the age of sixty-five (65):

i) Drug Benefits (18.01 (e)) subject to a lifetime maximum of \$30,000.00.

ii) Dental Benefits (18.01 (g))

b) The extent of coverage and the eligibility for coverage with respect to the benefits listed in paragraph (a) above shall be as provided in the said plans/policies and the provisions of the said plans/policies shall be solely determinative in that regard.

ARTICLE 19 – PERSONAL TIME OFF

19.01 a) Seniority employees will receive fifty-six (56) Personal Time Off (“PTO”) hours in any calendar year (entitlement year), calculated on a pro-rated basis, based on the regular established working hours for the position or based on the prior year’s actual worked hours (calculated as the prior year’s working hours divided by 1820 times 56), whichever is greater. PTO hours shall be deposited and available on the first working day of the year, subject to Article 19.01(f). All compensated time away from work shall be considered working hours for the purpose of this Article.

Scenario A – Regular worked hours:

Regular worked hours bi-weekly	PTO Annual Entitlement (hours)
56	44.8
70	56
75	60
80	64

Scenario B – Fluctuating hours:

Employee A works previous year: 6 months at 70 hours bi-weekly, and 6 months at 80 hours bi-weekly. Total hours worked in the previous year: 1950.

PTO entitlement calculation = 1,950 hours /1820 * 56

PTO entitlement = 60 hours

b) A probationary employee, who is granted seniority during the year, shall be credited with PTO hours, pro-rated based on their regular hours from the first day of the month after their probationary period has ended (entitlement date). PTO hours shall be deposited and available on the first working day following the completion of probation hours.

Regular worked hours bi-weekly	Entitlement (hours per month)
56	3.73
70	4.67
75	5.00
80	5.33

- c) An employee returning from an approved leave of absence shall be credited with PTO hours starting on the 1st day of their return to work pro-rated from the date of return. The credit shall be granted using the calculation as set out in (b) above.
- d) PTO hours may be used for any reason the employee determines, including any time between December 27 and December 30. PTO hours must be scheduled at least twenty-four (24) hours in advance, other than in cases of an emergency or illness. No more than two (2) consecutive days may be scheduled utilizing PTO except in cases of illness or injury. Requests for PTO hours will be approved in order of seniority. Any requests for PTO days between December 27 and December 30 will be approved.
- e) Where the basis for taking a PTO is illness, as a condition of payment, the employee will provide the Employer, when requested, with an acceptable medical certificate attesting to the ability of the employee to return to work and to perform their job.
- f) In the event of termination of employment for any reason, unused PTO will not be paid out to the employee. In addition, PTO will not be granted within four (4) weeks of the employee's resignation, except in exceptional circumstances.
- g) Excessive unscheduled absences exceeding three (3) consecutive days, without a medical certificate, may result in disciplinary action.

ARTICLE 20 - WAGES

- 20.01 Schedule "A" and Schedule "B" attached hereto constitute a part hereof.
- 20.02 Employees shall be paid bi-weekly on Fridays. Employees shall be provided with a statement showing the amount of gross pay and the deductions from that amount to arrive at net pay.
- 20.03 If a seniority employee is re-classified by the Employer (other than for disciplinary reasons) to a classification having an equal or higher Grade than the classification which they previously occupied and/or if a seniority employee transfers to another classification having an equal or higher Grade than the classification which they previously occupied, the seniority employee will be paid at the Level in the new classification on Schedule "B" which is nearest to, but not less than, that employee's Level in the previous classification on Schedule "B". Thereafter, such employee will progress to the next Level in their new classification in accordance with Schedule "B".

ARTICLE 21-BULLETIN BOARDS

- 21.01 The Employer shall provide the use of a shared bulletin board at Central Office, Holiday

Beach, John R. Park Homestead, and the Work Shop.

- 21.02 The Union shall have the right to post, on the shared bulletin boards, notices of meetings and such other notices as may be of interest to the employees.
- 21.03 Prior to posting any notice on a shared bulletin board, the Union shall submit the notice to the Employer for approval, which approval shall not be unreasonably withheld. The Employer shall, when requested by the Union, advise the Union, in writing, of the reason(s) for withholding its approval.
- 21.04 The Employer shall advise the Union within five (5) working days after receipt of the notice to be posted of its decision regarding approval of the notice.

ARTICLE 22 - NEGOTIATIONS

- 22.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees except as provided by this Collective Agreement. No employee or group of employees shall bargain with or enter into any agreement with the Employer or any member(s) of the full Authority except as provided by this Collective Agreement.
- 22.02 A Union bargaining committee shall be elected or appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the union members of the Committee.
- 22.03 Any representative of the Union bargaining committee, who is in the employ of the Employer, shall have the right to attend meetings held within working hours, provided such employee has obtained the permission of their supervisor to attend any such meeting prior to the meeting. Such permission will not be unreasonably refused. A representative of the Union bargaining committee who is in the employ of the Employer shall not be paid by the Employer for any time spent in attendance at any meeting of this committee.
- 22.04 The Employer will pay the members of the Union bargaining committee for time actually spent in negotiations with the Employer for a Collective Agreement to replace this Collective Agreement following the expiry thereof. Notwithstanding anything contained in this Collective Agreement, payment will be based on the members' regular straight time hourly rate of pay and the obligation of the Employer hereunder shall not exceed and is limited to the payment of seventy (70) hours of pay, in total, to the members of the Committee.

The following example is offered as clarification:

There are three employees on the Union bargaining committee. The committee negotiated with the Employer for a total of four (4) days and each day comprised eight hours of negotiations. In spite of the fact that each member of the committee spent thirty-two (32) hours in negotiations and that the total hours so spent for all three employees was ninety-six (96) hours, the Employer is only required to pay for seventy (70) hours.

The seventy (70) hours (i.e. up to (70) hours paid per above) of negotiations shall be held during regular working hours.

After the seventy (70) hours threshold is passed, negotiations will not be required to be scheduled during working hours.

22.05 The Employer shall provide the Union with a filing cabinet on the Employer's premises.

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE

23.01 A Labour Management Committee shall be established consisting of an equal number of representatives of the Union and the Employer, not to exceed three (3) each. Any representative shall be appointed for a minimum term of one (1) year. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

23.02 The Committee shall concern itself with the following general matters:

- a) considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) reviewing suggestions from employees, questions of working conditions and service (but not grievances).
- c) correcting conditions causing grievances and misunderstandings.

23.03 The Committee shall meet at the request of either party but not to exceed once each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Committee members shall not suffer any loss of pay for time spent in attendance at meetings of this Committee during their normal working hours.

23.04 An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

23.05 Minutes of each meeting of the Committee shall be prepared by the Employer and signed by the joint chairpersons as promptly as possible after each meeting. Copies will be given to the Employer and the Union, and a copy shall be posted within five (5) working days following the meeting.

23.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement or grievances.

23.07 The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions, or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions which recommendations are not binding upon the Union or the Employer.

ARTICLE 24 - UNIFORMS

- 24.01 This Article and the provisions hereof are only applicable to employees who are required, by the Employer, to wear a uniform while in the performance of their duties at work.
- 24.02 Employees who are provided with uniforms by the Employer in accordance with the provisions hereof will only wear their uniforms while in the performance of their duties at work and while in the course of traveling from their personal residence to work and from work to their personal residence.
- 24.03 Employees who are provided with uniforms by the Employer in accordance with the provisions hereof will maintain the uniforms in a clean and presentable state.
- 24.04 The color and style of uniforms will be determined by the Employer.
- 24.05 The Employer will supply uniforms to all employees who are required to wear uniforms, in the performance of their duties, at no cost to such employees.
- 24.06 Items supplied in accordance with Sub-article 24.05 above will be replaced, from time to time, as they become worn and unpresentable. As a condition of having an item(s) replaced, the employee requesting to have an item(s) replaced must deliver to the Employer the item(s), which they are requesting a replacement for.

ARTICLE 25 - AUTOMOBILE ALLOWANCE

- 25.01 The Employer agrees to pay each employee an automobile allowance as set by the Province of Ontario in its *Travel, Meals and Hospitality Expenses* directive, as may be amended from time to time, for kilometers driven in the employee's own automobile on Employer's business and when previously authorized to do so.

ARTICLE 26 – HEALTH AND SAFETY

- 26.01 There shall be a Health and Safety Committee comprised of an equal number of members appointed by the Employer and by the Union not to exceed, in any case, three (3) members appointed by the Union and three (3) members appointed by the Employer.
- 26.02 Committee members shall not suffer any loss of pay for time spent in attendance at meetings of this Committee during their normal working hours.
- 26.03 Minutes of the Committee shall be prepared by the Employer and signed by the Committee members. Minutes shall include how Health and Safety concerns have been addressed.

ARTICLE 27 - GRADES

- 27.01 Schedule "A" hereto lists the various classifications covered by this Collective Agreement and the Grade with respect to each classification.

- 27.02 The Employer agrees to provide job descriptions to the Union for all positions for which the Union is bargaining agent within thirty (30) days of written request by the Union. Amended job descriptions shall be sent to the Union as soon as they are effective.
- 27.03 Grades shall be established and maintained in accordance with the "Terms of Reference" for a Joint Gender Neutral Job Evaluation Program between the Essex Region Conservation Authority and the Canadian Union of Public Employees and its Local 3784, dated July 23, 2015 (Appendix) as may be jointly amended from time to time.

ARTICLE 28 – CONTRACTING OUT

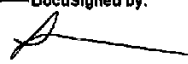
28.01 The Employer agrees that it will not contract out any work which is performed exclusively by employees in the bargaining unit if, as a result of such contracting out, any employee in the bargaining unit will be laid off.

ARTICLE 29 – TERM OF AGREEMENT

- 29.01 This Agreement shall be binding and remain in effect from January 1, 2024 to December 31, 2027.
- 29.02 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 29.03 Either party desiring to propose changes to this Agreement shall, within the ninety (90) days prior to the termination date, give notice in writing to the other party of its desire to revise or amend the Agreement.
- 29.04 Where notice to amend the Agreement is given, the provisions of this Agreement shall continue in force in accordance with the provisions of the *Labour Relations Act*.

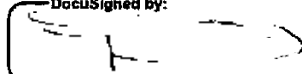
Dated this 9 day of April, 2024

**ESSEX REGION CONSERVATION
AUTHORITY**


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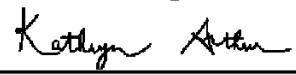
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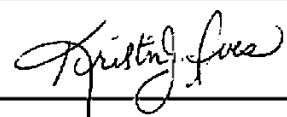
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**CANADIAN UNION OF PUBLIC
EMPLOYEES**









SCHEDULE "A" – CLASSIFICATIONS AND GRADES

Classification	Grade
Water Resources Engineer	6
Regulations Coordinator	5
Senior Watershed Planner	5
Superintendent, Field Operations	5
Watershed Engineer	5
Team Lead, Planning Services	5
Biologist/Ecologist	4
Curator/Education Coordinator	4
Payroll & Accounting Specialist	4
Forester	4
Restoration Biologist	4
Watershed Planner	4
Applications Support Technician	3
Engineering Technologist	3
Geomatics Technician	3
Community Outreach Coordinator	3
Resource Planner	3
Regulations Analyst	3
Senior Conservation Area Technician	2
Senior Conservation Area Technician, HBCA	2
Environmental Educator	2
Forestry/Operations Technician	2
Surveyor/Technical Assistant	2
Multimedia Specialist	2
Regulations Technician	2
Accounting Associate	2

Administrative Associate – Corporate Services	1
Administrative Associate Watershed Management Services	1
Conservation Area Technician	1
Interpreter	1

SCHEDULE "B" - WAGES

Effective January 1, 2024 (2% increase)

LEVELS

After completion of the following number of paid hours in the classification. *

GRADE	START	800	2000	4000	6000
1	\$22.84	\$24.25	\$25.69	\$27.12	\$28.55
2	\$27.66	\$29.42	\$31.13	\$32.87	\$34.61
3	\$30.46	\$32.35	\$34.25	\$36.15	\$38.05
4	\$33.45	\$35.69	\$37.68	\$39.78	\$41.87
5	\$39.19	\$41.64	\$43.20	\$45.35	\$48.99
6	\$43.10	\$45.80	\$47.52	\$49.89	\$53.89

* A paid hour is any hour with respect to which the employee has received payment from the Employer, subsequent to January 1, 2024.

Effective January 1, 2025 (2.75% increase)

LEVELS

After completion of the following number of paid hours in the classification. *

GRADE	START	800	2000	4000	6000
1	\$23.47	\$24.92	\$26.39	\$27.87	\$29.33
2	\$28.42	\$30.23	\$31.99	\$33.77	\$35.56
3	\$31.30	\$33.24	\$35.19	\$37.15	\$39.10
4	\$34.37	\$36.57	\$38.77	\$40.87	\$43.03
5	\$40.26	\$42.78	\$44.39	\$46.60	\$50.34
6	\$44.29	\$47.06	\$48.83	\$51.26	\$55.37

* A paid hour is any hour with respect to which the employee has received payment from the Employer, subsequent to January 1, 2024.

Effective January 1, 2026 (3% increase)**LEVELS**

After completion of the following number of paid hours in the classification. *

GRADE	START	800	2000	4000	6000
1	\$24.17	\$25.67	\$27.19	\$28.71	\$30.21
2	\$29.28	\$31.14	\$32.95	\$34.79	\$36.63
3	\$32.24	\$34.24	\$36.25	\$38.26	\$40.27
4	\$35.40	\$37.67	\$39.88	\$42.10	\$44.32
5	\$41.47	\$44.06	\$45.72	\$48.00	\$51.85
6	\$45.62	\$48.47	\$50.29	\$52.80	\$57.03

A paid hour is any hour with respect to which the employee has received payment from the Employer, subsequent to January 1, 2024.

Effective January 1, 2027 (3% increase)**LEVELS**

After completion of the following number of paid hours in the classification. *

GRADE	START	800	2000	4000	6000
1	\$24.89	\$26.44	\$28.00	\$29.57	\$31.12
2	\$30.16	\$32.07	\$33.93	\$35.83	\$37.72
3	\$33.20	\$35.26	\$37.34	\$39.41	\$41.48
4	\$36.46	\$38.80	\$41.08	\$43.36	\$45.65
5	\$42.71	\$45.39	\$47.09	\$49.44	\$53.40
6	\$46.99	\$49.93	\$51.80	\$54.38	\$58.74

* A paid hour is any hour with respect to which the employee has received payment from the Employer, subsequent to January 1, 2024.

LETTER OF UNDERSTANDING

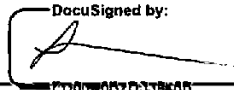
RE: AMALGAMATION/MERGER

In the event that the Employer amalgamates or merges with any other entity, the Employer will use its best efforts to secure an offer of employment from the new entity for seniority employees who are affected by the amalgamation or merger on terms as near as possible to those terms on which the employee was employed by the Employer.

This Letter of Understanding does not form part of nor is it subject to any term or provision of the Collective Agreement including, but not limited to, the Grievance Procedure and Arbitration provisions in the Collective Agreement.

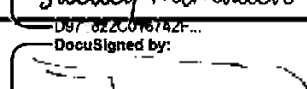
Dated this **9** day of **April**, 2024

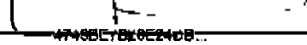
**ESSEX REGION CONSERVATION
AUTHORITY**

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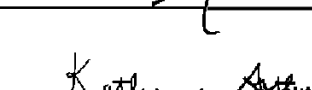
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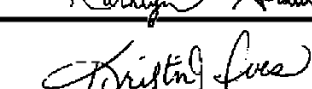
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**CANADIAN UNION OF PUBLIC
EMPLOYEES**









LETTER OF UNDERSTANDING

RE: JOB EVALUATION PROGRAM DATED JULY 23, 2015 JOB EVALUATION COMMITTEE

WHEREAS the parties had discussions during 2024 collective bargaining regarding the Terms of Reference for a Joint Gender Neutral Job Evaluation Program dated July 23, 2015 (the "Terms of Reference");

AND WHEREAS the parties are in agreement that further discussions regarding the Joint Job Evaluation are needed;

NOW THEREFORE, the parties hereby agree as follows:

1. Within one hundred and eighty (180) days of ratification, the parties shall meet to determine the process for developing a new and/or revised job evaluation system that will allow for the timely and accurate evaluation of bargaining unit positions.
2. Once a process is reached, the parties shall develop a new pay equity plan and Terms of Reference accordingly.
3. For any new positions that are created until such time as the new plan is developed, the parties agree that any retroactivity shall be paid back to the date the position was created and filled. Further, any reconsideration forms for current jobs will be retroactive to the date that the reconsideration form was submitted.

Dated this **9** day of **April**, 2024

**ESSEX REGION CONSERVATION
AUTHORITY**

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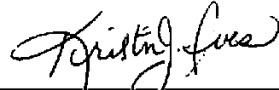
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**CANADIAN UNION OF PUBLIC
EMPLOYEES**









LETTER OF UNDERSTANDING

RE: WORKING ALONE

The parties confirm that there were discussions during 2024 collective bargaining regarding employees working alone. The Employer commits to developing a policy to address such concerns in accordance with the *Occupational Health and Safety Act*, which policy will be reviewed by the Joint Health and Safety Committee and communicated to all employees. The Employer will provide related training or instruction as needed and will ensure that the plan is updated to reflect any changes in conditions or circumstances. Employees are required to participate in any risk assessments that are required, and any management planning processes as requested and follow the safe work practices. Where it is determined that personal safety devices need to be provided to employees who are working alone, these shall be provided to employees at the Employer's cost.

Dated this **9** day of **April**, 2024


**ESSEX REGION CONSERVATION
AUTHORITY**

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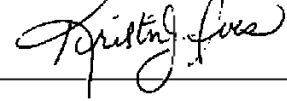
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**CANADIAN UNION OF PUBLIC
EMPLOYEES**









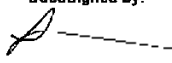
LETTER OF UNDERSTANDING

RE: SPRAYING

During 2024 negotiations, the parties agreed that a commitment was made to ensure that seasonal spraying duties are shared between all qualified licensed staff.


Dated this **9** day of **April**, 2024

**ESSEX REGION CONSERVATION
AUTHORITY**

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**CANADIAN UNION OF PUBLIC
EMPLOYEES**

Erin Baker

T Dufour

Kathryn Arthur

Kristina Jones