

# COLLECTIVE AGREEMENT

between

THE COUNTY OF OXFORD

and the

CANADIAN UNION OF PUBLIC EMPLOYEES  
(CUPE)  
LOCAL 1146 - WASTEWATER TREATMENT  
EMPLOYEES



**January 1, 2021 – December 31, 2025**

**January 1, 2021 - December 31, 2025**  
**Agreement Entered into Between**  
**The County of Oxford**  
**And**  
**The Canadian Union of Public Employees, Local 1146 - Wastewater Treatment**  
**Employees**

| Article | Description  | Page Number |
|---------|--|-------------|
| 1       | Purpose  | 3           |
| 2       | Recognition  | 3           |
| 3       | Relationship   | 3           |
| 4       | Management Rights  | 4           |
| 5       | Deduction of Union Dues  | 4           |
| 6       | Representation   | 4           |
| 7       | Grievance Procedure  | 5           |
| 8       | Mediation and/or Arbitration                                   | 7           |
| 9       | Discharge, Suspension and Discipline                           | 8           |
| 10      | Probationary Period  | 8           |
| 11      | Job Posting  | 9           |
| 12      | Promotion  | 10          |
| 13      | Layoff, Seniority and Termination of Employment                | 11          |
| 14      | Hours of Work  | 13          |
| 15      | Wages  | 16          |
| 16      | Paid Holidays  | 17          |
| 17      | Annual Vacation  | 18          |
| 18      | Health and Welfare Benefits                                    | 19          |
| 19      | Sick Leave   | 21          |
| 20      | Workplace Safety and Insurance Benefits                        | 22          |
| 21      | Rehabilitation, Modified Duties and Work Accommodation         | 22          |
| 22      | Clothing and Equipment   | 22          |
| 23      | Health and Safety  | 23          |
| 24      | Leave of Absence   | 24          |
| 25      | General  | 27          |
| 26      | No Strikes, No Lockouts  | 27          |
| 27      | Duration   | 28          |
|         | Schedule "A" Hourly Wage Rates                                 | 29          |
|         | Schedule "B" Wage Replacement Plan                             | 30          |
|         | Letters of Understanding:                                      |             |
|         | Afternoon Shift  | 36          |
|         | Support While On-call  | 37          |
|         | Testing Done by Plant Operators                                | 38          |
|         | WW Treatment Plant OIC Time Accreditation                      | 39          |
|         | WW Treatment Plant OIT Time Accreditation                      | 41          |
|         | Employees Requesting alternative shift accommodation           | 42          |
|         | Scheduled On-Call Weekend Work and Scheduled Stat Holiday Work | 44          |

AGREEMENT made this 7<sup>th</sup> day of May, 2021

BETWEEN:

**The County of Oxford**  
(hereinafter referred to as the "Employer")

party of the first part and -

**The Canadian Union of Public Employees, Local 1146 - Wastewater Treatment Employees**  
(hereinafter referred to as the "Union")

party of the second part

**Article 1- Purpose**

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employee and to provide an early and amicable method of settling any differences or grievances which might possibly arise.

**Article 2 - Recognition**

2.01 This Agreement shall apply to all employees of the County of Oxford in its Wastewater Treatment Facilities, save and except foreman, persons above the rank of foreman, office staff and those covered by other Collective Agreement between the Employer and C.U.P.E.

2.02 Job Security The Employer agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any plant, person, company or non-union employee without first discussing it with the Union. The Employer commits to at least ninety (90) days written notice to the Union for the purpose of reviewing the reasons for such change if deemed necessary and for reviewing possible alternative options.

2.03 Work of the Bargaining Unit Employees in exempt classifications will not normally do the work of employees of the bargaining unit except for the purpose of: instruction; emergencies; experimentation; development of new programs or when bargaining unit employees are not available.

**Article 3 - Relationship**

3.01 The Employer and the Union agree that no employee shall in any manner be harassed or discriminated against or coerced, restrained or influenced by reason of race, creed, colour, national origin, political or religious affiliation, sex or sexual orientation or by reason of membership or non-membership in any labour organization.

(a) No other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

**Article 4 - Management Rights**

- 4.01 The Union agrees that the Employer has the exclusive right to manage the affairs, to direct the forces and to hire, promote, transfer, layoff, suspend or discipline employees. The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this agreement and subject to the right of an employee or the Union to lodge a grievance as set forth herein.
- 4.02 The Union further recognizes that the Employer has the right to make, alter and enforce from time to time rules and regulations to be observed by the employees, but when new rules and regulations are made or altered, the Employer will cause same to be duly posted on the bulletin board over the signature of the Director of Public Works, or designate. A copy of all rules and regulations and any amendments shall be sent to the bargaining unit chairperson. Matters of communication between a supervisor and employee(s) are not included.

**Article 5 - Deduction of Union Dues**

- 5.01 It is agreed by the parties that all employees eligible to be in the Union who have completed a thirty (30) working day period, will be required to pay an amount equal to the current monthly union dues whether members or not, so long as the Union is the recognized bargaining agent. The Employer will deduct union dues for the new employee after he has worked thirty (30) days.
- 5.02 It is further agreed that the Employer will deduct from the salary of each employee a sum equal to the current monthly dues and remit money so deducted to the Secretary-Treasurer of the Union, accompanied with a list of names showing from whom deductions were made, the Union being responsible for keeping the Employer informed as to the name and address of the proper officer. Such list will include the total number of regular hours and total regular earnings of such unit.

**Article 6 - Representation**

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select Committees and Stewards in accordance with the sections of this Article. The Union shall advise the Employer in writing of the personnel serving on these Committees and the Stewards. It is agreed to limit the

Stewards to two (2) in numbers. The Union acknowledges that Stewards, members of the Committees and Union Officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their supervisor and such permission shall not be unreasonably withheld.

- (a) When resuming their regular duties, they shall report to their supervisor and shall give any reasonable explanation which may be requested with respect to their absence.
- (b) Employees who are requested to attend a meeting with the Employer shall be accompanied and represented by a Steward or Union Officer, if so desired, where the Employer has determined that the Employee will be disciplined at the meeting. The employer will notify the employee prior to the meeting, if the meeting is disciplinary in nature.

It is clearly understood that Stewards and other Union Officials shall not absent themselves from their regular duties unreasonably in order to deal with grievances of employees or with other union business, and that in accordance with this understanding, the Employer shall not make any deduction from such employees for the time spent in handling grievances and attending meetings of grievances and other Committees and that this does not apply to the time spent on such matters outside regular working hours.

- 6.02 The Union shall appoint a Negotiation Committee consisting of two (2) employees. The National Representative of the Canadian Union of Public Employees will also form part of this committee. It is further agreed that the Employer and the Union may have any assistance that they may require from time to time during the negotiation process.

### **Article 7 - Grievance Procedure**

- 7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 7.02 Complaints and grievances shall be dealt with in the following manner and all grievances shall be initiated within five (5) working days of the alleged grievance. If the grieving employee and/or the relevant member of management is legally absent from duty he shall be allowed the five (5) working days from the date of his return to work to submit said grievance:
- 7.03 Grievances shall be adjusted as follows:

Policy grievances, interpretation of language and group grievances shall bypass Step 1 and Step 2 of this procedure.

Step 1:The aggrieved employee shall discuss his grievance with his Foreman. He shall have the assistance of his Steward, if he so desires. If a settlement satisfactory to the employee concerned is not reached within five (5) working days, the grievance may be presented as follows at any time within five (5) working days thereafter.

Step 2:The Union may present the grievance in writing to the Wastewater Supervisor. A meeting of the parties shall take place within five (5) working days of receipt of the grievance. If a settlement satisfactory to the Union is not reached within five (5) working days, the grievance may be presented as follows at any time within five (5) working days thereafter.

Step 3:The Union may present the grievance in writing to the Director of Public Works or his respective delegate. A meeting of the parties shall take place within five (5) working days of receipt of the grievance. The Union will have the grievor, a steward and/or the Unit Chairperson present and may have the assistance of their CUPE National Representative. The Director of Public Works will ensure that the necessary management and Human Resources staff are present at the meeting. The decision of the Director of Public Works or his respective delegate shall be given to the Union in writing, within five working days of the meeting.

- 7.04 If the decision of the Director of Public Works or designate is not satisfactory to the Union, the Union may, within fourteen (14) days of being notified of the decision, then refer the matter to Article 8 of this Agreement.
- 7.05 All grievances and replies to grievances shall be in writing.
- 7.06 Policy Grievance: Should any misunderstanding or controversy arise between the Employer and the Union involving the terms of this Agreement by any group of employees of the Union, the same shall be considered as a Policy Grievance and Grievance Procedure shall commence at Step Number 3, and the procedure previously outlined for an' individual or employee's grievance shall apply. However, it is expressly understood that the provisions of this Article shall not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not be thereby bypassed.

### 7.07 **Group Grievance**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Director of Public Works or his designee within five (5) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated as Step No. 3 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

The time limits fixed in Article 7 may be extended by written consent of the parties to this Agreement.

### **Article 8 - Mediation and/or Arbitration**

- 8.01 It is agreed by the parties hereto that any difference of opinion related to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure will be settled by arbitration as defined in the Ontario Labour Relations Act.
- 8.02 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the preceding, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share the fees and expenses, if any, of the mediator.
- (i) A request to utilize the services of a mediator must be submitted by either party within ten (10) working days of the response at Step No. 3 and the name of the suggested mediator put forward.
  - (ii) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation. Legal counsel will not be present at mediation.
  - (iii) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each party's position at arbitration.
  - (iv) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.
  - (v) Grievances not resolved at mediation may be forwarded to arbitration in accordance with 8.04.

- 8.03 (i) Either party may suggest that the matter be referred to a sole arbitrator. The referring party shall put to the other party suggestions for an arbitrator. Within ten (10) working days thereafter the other party shall respond either by accepting one of the suggested names or by suggesting an alternative. If the parties are unable to agree, they shall then request the Province of Ontario to appoint an Arbitrator.
- (ii) The Arbitration Board or Sole Arbitrator shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- (iii) Each of the parties hereto will equally share in the expense of the Arbitrator.
- 8.04 No matter may be submitted to mediation or arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

### **Article 9 - Discharge, Suspension and Discipline**

- 9.01 In the event that an employee who has attained seniority is discharged or suspended and the employee considers that an injustice has been done, the matter may be taken up at Step Number 2 of the Grievance Procedure.
- 9.02 Any letter of discipline, including suspension or any other sanction will be reviewed after a period of 18 months from the date of the discipline. Should there be no additional discipline of the same nature then the discipline shall be removed from the employee's personnel file.
- 9.03 All verbal warnings shall be confirmed in writing and a copy of all such warnings, including written warnings, suspensions and discharges shall be provided to the employee with a copy sent to the Unit Chairperson of the bargaining unit. No disciplinary document shall be placed in the employee's file, which has not been first shown and a copy given to the employee.

### **Article 10 - Probationary Period**

- 10.01 When a new employee other than a student is hired he shall be on probation until he has worked **one hundred and twenty (120)** days and on completion of this period he shall be placed on the seniority list and credited with seniority from the date he was last hired. Where a probationary employee is promoted or transferred to another position within thirty (30) days of employment, the employee will be placed on

probation until the employee has successfully completed **one hundred and twenty (120)** working days in such position. During the probationary period an employee may not grieve for reason of discharge or layoff. The discharge of such probationary employee shall be at the sole discretion of the Employer.

**The employer, in consultation with the union, may extend the probation period, a maximum of sixty (60) working days if necessary, to prove satisfactory job performance. It is understood that a probationary extension will further extend their on-call rights to after the sixty (60) working days.**

- (a) A student hired for employment during the summer school vacation period will acquire seniority if he becomes employed as a permanent full-time employee in which event past service will be credited to him for seniority purposes.
- (b) When a new employee has worked thirty (30) days he shall receive the regular rate of pay for his classification.

### **Article 11 - Job Posting**

11.01 When vacancies occur or new permanent jobs are created, these positions will be posted on the bulletin board accessible to all employees for a period of five (5) working days, during which time the present employees will have an opportunity to apply before persons outside the bargaining unit are considered. Such notice shall include the following information: job title, nature of the position, qualifications, required knowledge and education, hours of work and wage rate. The employer agrees to provide a copy of each posting to the Unit Chair. The name of the successful applicant shall be posted on all bulletin boards within five (5) days of the job being filled.

- (a) Whenever the Employer designates a new Occupational Classification covered by this Agreement, it will prepare and send to the Union notification thereof within thirty (30) days prior to posting the position under Article 11.01. During this thirty (30) day period, the Employer and the Union will attempt to have the rate of pay for such new position determined by using the agreed Joint Job Evaluation plan. If the parties agree upon the rate, a memorandum to that effect will be signed by the parties and Schedule "A" of this Agreement will be deemed to be amended accordingly.
- (b) If an employee accepts a new position while on an approved leave of absence under Article 24.04, any benefits the employee may be entitled to as a result of the new position shall become effective the date the employee returns and commences the new position. Any waiting periods a benefit may be subject to will also start the date the employee returns and commences the new position.
- (c) If the parties do not reach an agreement then the matter may be taken up

as a Policy Grievance and the last rate of pay proposed by the Employer will remain in effect until the grievance is disposed of.

- 11.02 The Union will be notified in writing of all appointments, hirings, transfers, layoffs, recalls and terminations of employment.
- 11.03 Temporary Employees It is understood and agreed that the Employer may hire temporary employees to perform work for the duration of any project or undertaking, or to perform work on a temporary basis where the workload, in the judgment of the Employer, cannot adequately be carried by the existing work force.
- (a) Such temporary employees shall not be employed by the Employer for a period in excess of four (4) calendar months in any twelve (12) month period.
  - (b) In the case of students hired for the summer months such period of employment may not exceed five (5) months except where such time limit has been extended by mutual agreement by both parties. To be recognized as a student one must be enrolled in a post secondary or secondary institution with a minimum case load equivalent to full-time status and be committed to returning to their studies in the upcoming semester.
  - (c) In the case of replacements for full-time employees who are off work due to illness or injury, or pregnancy/parental leave, the vacancy will be initially posted for bargaining unit employees, to be filled for the duration of the absence. The filling of this vacancy will be done in accordance with the collective agreement. The subsequent vacancy will be filled by a temporary employee retained for the corresponding transition. In the case of replacements for full-time employees who are off work due to pregnancy/parental leave, if the initial posting is filled by a bargaining unit employee there will be one subsequent additional posting prior to filling the position with a temporary employee.
- 11.04 It is further understood and agreed that such temporary employees shall not be covered by this agreement except with respect to wages, hours of work, overtime and grievances pertaining to wages, hours of work and overtime. Union dues shall be paid in accordance with Article 5.

## **Article 12 - Promotion**

- 12.01 In all cases of promotion and in all cases of permanent transfers and in all cases of decrease or increase of working forces, the following factors shall be considered:

- (i) Length of continuous service
- (ii) Skill, competence and efficiency

When the qualifications in factor (ii) are relatively equal in the judgment of the Employer, which shall not be exercised in arbitrary or unfairly discriminatory manner, factor (i) shall govern

12.02 If there is a successful applicant for a position, he will be placed in the vacancy for a trial period not exceeding sixty (60) working days and if he proves satisfactory he will then be confirmed in his new classification. During such trial period he will be paid the rate of pay for the job he is doing. If the employee proves unsatisfactory during that time or if he is unable to perform his duties he will be returned to his former position at his former salary or rate of pay, as will any other employee in the bargaining unit who is promoted or transferred by reason of such placing.

### **12.03 Transfers and Seniority Outside the Bargaining Unit**

- (a) **It is understood that an employee may be transferred by the Employer to a position outside the bargaining unit with their consent in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Employer. Such employees on temporary assignments shall remain members of the bargaining unit, and continue to pay union dues.**
- (b) **In the event an employee transferred out of the bargaining unit under (a) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit.**

### **Article 13 - Layoff, Seniority and Termination of Employment**

13.01 The Employer shall notify employees who are to be laid off two (2) months before a scheduled layoff is to be effective. If an employee so laid off has not had the opportunity to work two (2) months after the notice of layoff he shall be paid in lieu of work for that part of two (2) months during which work was not made available.

- (a) In the event of a layoff employees shall be laid off in reverse order of their seniority. In the application of seniority for purposes of layoffs, it is agreed that employees may be retained out of seniority, providing other senior employees do not possess the normal skills or ability to properly perform the work available. Former employees shall be re-employed in order of their seniority providing they possess the normal skills and ability to properly perform the work

available. No new employees will be hired until those laid off have been given an opportunity of re-employment.

- (b) An employee about to be laid off may displace an employee within their bargaining unit with less seniority, provided that that employee exercising the right to displace a junior employee is deemed qualified to perform the work of that junior employee within a familiarization period defined as no more than ten (10) working days.

13.02 Continuation of Benefits The Employer agrees to pay their share of the cost of welfare benefits, set out in Article 18 hereof, with the exception of the Short and Long Term Disability Plan, for employees laid off for a period of time up to three (3) months providing the employee does not obtain other employment. In the event of a longer layoff or in the event that the employee accepts other employment the Employer will no longer pay their share of these welfare benefits, but the employee may pay the full cost of welfare benefits set out in Article 18 hereof for a further period of twelve (12) months through the Employer provided that the full cost of such premiums is paid on or before the first day of the month in which such premiums become due and payable, provided further that the employee retains employee status and is not employed elsewhere. The provisions of this Article shall be subject to the approval of the companies or firms presently providing welfare benefits under Article 18 of this Agreement.

- (a) Short Term Disability coverage will be provided as set out in Schedule "B" attached hereto.
- (b) An employee may maintain their Long Term Disability coverage during such lay-off for a period of twelve (12) months provided the employee pays full cost of such premium to the Employer on or before the first day of the month in which such premium becomes due, provided further that the employee retains employee status and is not employed elsewhere, subject to the approval of the company providing such plan.

13.03 If an employee is absent from work because of sickness, accident, layoff or leave of absence approved by the Employer, he shall not lose seniority rights. An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated;
- (b) He resigns or retires;
- (c) The employee fails to return to work after a layoff within seven (7) calendar days of being notified by Registered Mail to do so, unless through sickness or other just cause;
- (d) He is laid off for a period of longer than a continuous period of

eighteen (18) months;

- (e) The employee cannot return to work and perform his job due to personal sickness or injury whether or not such sickness or injury is involved with Workplace Safety and Insurance Board. Seniority will terminate as set out in Schedule "B" attached hereto.

13.04 It shall be the responsibility of the employee to keep the Employer informed of his current address.

13.05 In the event that two or more employees have the same seniority date, order of seniority will be determined by draw. Where a draw is necessary to determine seniority order for permanent employees, the names of the individuals will be placed in a container. Names will be drawn from the container with the first name being the most senior and so on. The process will continue until all of the names have been drawn. This will determine the permanent seniority order for those with the same seniority date and will be maintained by Human Resources. The draw will take place within 60 working days of the date of permanent hire. The union shall be present during the process.

Should a temporary employee be made permanent and his/her seniority date then matches that of another permanent employee(s), the temporary employee shall be deemed to have the lesser seniority.

Should an employee's seniority be affected through provisions in this Collective Agreement and his/her seniority date then matches that of another employee(s), the affected employee shall be deemed to have the lesser seniority.

#### **Article 14 - Hours of Work**

- 14.01 (a) The normal work week shall be 7:30 A.M. to 3:30 P.M., Monday to Friday inclusive, except as otherwise agreed to by the Employer and the Union. A paid twenty (20) minute lunch period will be provided.
- (b) All employees shall be allowed a fifteen (15) minute paid break on any shift of more than four (4) hours in length. On any shift of four (4) hours or less a break period of ten (10) minutes will be provided. The parties understand and agree that there is no scheduled afternoon break.
- (c) It is agreed that the previous practice of a 10-minute paid wash up time prior to the completion of the employee shift will be changed to an unpaid wash up time upon completion of the shift. The employer agrees to continue to provide the appropriate facilities for employees.

14.02 Overtime All time worked beyond the normal work week, or on a holiday, shall be considered as overtime. The normal hours of work for an employee shall be forty (40) hours per week consisting of five (5) consecutive eight (8) hour days.

- (a) Scheduled overtime is defined as overtime that is scheduled by a supervisor or foreman outside of the normal Monday to Friday hours of work for a minimum of two and a half (2-1/2) hours or paid holiday work, paid at the applicable overtime rate as outlined in (b) and (c) below. This overtime is referred to as Type A and is typical of scheduled Saturday or Sunday work.
- (b) All hours over eight (8) hours in any shift and hours worked on Saturday shall be considered overtime hours and paid at the rate of time and one-half.
- (c) Hours worked on Sunday shall be considered overtime hours and paid at the rate of double time.
- (d) Employees required to work more than one (1) hour overtime beyond 8 consecutive hours in any day or shift, and this overtime shall be referred to as Type C, shall be provided with a meal allowance of \$ 10.00 and shall be provided with the appropriate breaks in accordance with this collective agreement and the Employment Standards Act.

The Employer agrees to pay employees all meal allowances that the employee is entitled to in the pay period following the date(s) earned.

- (e) Time off at overtime rates may be taken in lieu of pay for overtime worked when mutually agreed to by the employee and supervisor. An employee may accumulate up to a maximum of forty (40) hours from January 1st to December 1st in any year. All overtime accumulated as of December 1st in each year shall be paid on the last pay prior to Christmas each year, except where supervisory approval to carry such accumulated time over to the following year has been received.
- (f) Overtime approval after 3:30 p.m. will be obtained by telephone from the Overall Responsible Operator (ORO).

14.03 Shift Differential Hours worked outside of the regular day shift from Monday to Friday and hours worked on Saturday or Sunday as part of regular schedule will be considered premium hours and will be paid at the rate of ninety (\$0.90) cents per hour.

- (a) An employee scheduled to work a shift which requires him to work four (4) hours or more outside of the normal working hours, including Saturday and Sunday, shall receive shift premium for the entire shift.

14.04 No Layoffs to Compensate for Overtime Employees shall not be required to layoff during regular hours to equalize any overtime worked.

14.05 Call Back Pay Effective on the date of signing this agreement, an employee who is called in to work outside his standard daily hours other than for scheduled overtime work, this overtime shall be referred to as Type B, shall be paid:

- (a) a minimum of two and one-half (2-1/2) hours at his overtime rate, **if the arrival of the on-call operator at their home plant is greater than 1 hour prior to the start of their regularly scheduled shift;** or
- (b) at his applicable overtime rate for the time worked on the call back, whichever is greater.
- (c) All calls received during the first two and one-half (2-1/2) hour period shall be considered as being one call back and paid as such. This cycle continues at the end of each two and one-half (2-1/2) hour period in which calls are received. In the event of a call-out, the second call-out period will not commence until the employee has left the job site and has returned or is on his way home.

14.06 Sharing of Overtime Overtime and call back shall be divided as equally as possible among the permanent full time employees within their specific classification who are willing and qualified to perform the work that is available. If there are no permanent full time employees available, the overtime can be offered to temporary employees. The sharing of overtime and call back time will be for the facility where the employee normally works and will be managed by the supervisor of that facility. If there is not an employee available from the classification, then at the supervisors discretion, the overtime may be granted to an employee in a different classification. Overtime year to date totals will be posted in the lunchroom at the beginning of each month for the previous month.

- (a) Employees required to stand-by shall receive:

\$20.00 for each day of standby, Monday to Friday, inclusive, except where a paid holiday as defined in Article 17 shall be paid at the rate of \$60.00 for each such day of standby; and \$60.00 for each day of weekend standby, being Saturday and Sunday.

- (b) Standby pay will not be affected in any way by call-outs. All other times shall be considered overtime and paid at the overtime rate.

### **Article 15 - Wages**

15.01 Rates of pay and Job Classifications shall be shown on Schedule "A" attached to and forming part of this Agreement.

Temporary Transfers Definition of a temporary transfer is when an employee is transferred to a position for which he has not yet applied through the job posting procedure.

- (a) When an employee is detailed by his foreman or supervisor to relieve in a position of higher rating for one (1) hour or more of his shift he shall receive the rate for the position for which he is relieving for the full period of relief. If an Operator is detailed by his foreman or supervisor to relieve in a Maintenance position and is not a Licensed Industrial Millwright, the Operator shall be paid at the Plant Operator Maintenance rate.
- (b) When a foreman or supervisor designates an employee be temporarily transferred to a lower paying classification his rate of pay shall not be reduced, except where such transfer is for the convenience of the employee, or to avoid layoff of the employee.

15.02 Employees will have direct deposit biweekly, into an account of their choice.

15.03 Mileage Allowance - Authorized employees who use their personal automobile for the performance of the duties will receive a per kilometer rate. The mileage reimbursement rate will be in accordance with the Canada Revenue Agency (CRA) provisions and all future changes will be in accordance with these provisions.

15.04 Conference and Training Expense In the event an employee is required to work or attend training outside of the County of Oxford he/she will be reimbursed according to the Oxford County Conference and Training Expense Policy.

15.05 Where the Employer makes an error on an employee's pay cheque, such that the employee's pay is reduced by at least one hundred dollars (\$100.00) and the employee so requests, the Employer shall correct the error within three (3) business days of the error being brought to the attention of the Employer.

Where the Employer makes an error on a employee's pay cheque that results in an overpayment, the overpayment will be recouped on the pay

following the advice to the employee of the overpayment provided the error does not exceed fifty dollars (\$50.00). Errors in excess of fifty dollars (\$50.00) will be paid in accordance with a repayment agreement reached between the Employer, the employee and the Union. Such agreement will not be unreasonably withheld by any of the parties involved.

15.06 Upon proof of payment, reimbursement to Maintenance Workers for Gas Fitter License up to \$100 every 2 years.

### **Article 16 - Paid Holidays**

16.01 The following holidays are recognized as days off with pay for all employees:

|                |                   |                            |
|----------------|-------------------|----------------------------|
| New Year's Day | Civic Holiday     | Christmas Day              |
| Good Friday    | Labour Day        | Boxing Day                 |
| Easter Monday  | Thanksgiving Day  | 4 hours New Year's Eve Day |
| Victoria Day   | Remembrance Day   | Floating Holiday           |
| Canada Day     | Christmas Eve Day | Family Day                 |

16.02 (a) The floating holiday shall be taken at a time mutually agreed to between the supervisor and the employee. It shall be taken between January 1st and December 31<sup>st</sup> of each and every year or will be considered lost. New employees will not be entitled to the holiday until after successful completion of the probationary period and it will be pro-rated from date of hire. Students and temporary employees hired from outside the bargaining unit are not entitled to receive the floating holiday.

(b) Employees terminating their employment shall not be entitled to pay for the Floating Holiday if it is not taken prior to the effective date of their termination.

16.03 Time worked on a holiday as set out in Article 16 shall be paid on the basis of double time. An employee required to work on a paid holiday shall be entitled to either normal holiday pay or another day off with pay in lieu of the holiday at a time mutually arranged between the employee and immediate supervisor.

16.04 If any of the above holidays fall on a Saturday or Sunday, the Employer shall establish the Monday and/or Tuesday subsequent to the holiday as the days to be observed and paid as the holidays.

16.05 Employees must work the regularly scheduled shift preceding and the next regularly scheduled shift following any of the above listed holidays to be eligible for pay, unless pre-arranged with management or on approved sick leave.

## **Article 17 - Annual Vacation**

17.01 Vacations Employees shall receive an annual vacation with pay in accordance with credited service prior to commencement of the vacation period as follows:

|                              |                            |
|------------------------------|----------------------------|
| After 1 year of employment   | 2 calendar weeks' vacation |
| After 2 years of employment  | 3 calendar weeks' vacation |
| After 8 years of employment  | 4 calendar weeks' vacation |
| After 14 years of employment | 5 calendar weeks' vacation |
| After 20 years of employment | 6 calendar weeks' vacation |

- (a) Vacations Earned on Layoff. Time off for vacations shall be granted on the basis of calendar years of employment. Vacation pay shall be paid on the basis of time gainfully employed exclusive of periods of layoff during the year in which vacation is earned provided that this shall apply only to employees on layoff for periods in excess of two (2) months.
- (b) Unbroken Vacation Period. An employee shall not be entitled to receive his vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer. A request for an unbroken vacation period shall not be unreasonably withheld.
- (c) It is agreed that disciplinary suspensions without pay shall not reduce vacation pay prorated unless the suspension is four (4) weeks or more. Subject to any OMERS or insurer requirements, employer insurance contributions and coverage and pension service may be suspended during any disciplinary suspension without pay for four (4) weeks or more.
- (d) An employee with more than one (1) year service may carry over a maximum of five (5) working days' vacation with pay to the following year, subject to obtaining approval from the Director of Public Works prior to December 1<sup>st</sup> in the year during which such vacation credits were earned. **Any vacation days approved to carry over must be utilized by March 31<sup>st</sup> of the subsequent year.**

17.02 An employee's vacation period and pay shall be based on his standard work week and his regular work week remuneration, but shall not include any overtime or other payments, except where such exclusion reduces regular vacation pay to less than provided under the Employment Standards Act.

- 17.03 When a paid holiday falls on a day of an employee's scheduled vacation, he shall be entitled to an additional day of vacation provided that the necessary arrangements have been made with the Supervisor or designate prior to the commencement of the vacation period.
- 17.04 Preference in Vacations Vacations shall be granted first on the basis of seniority, among all employees. Vacation schedules shall be posted by April 1st each year and shall not be changed unless mutually agreed to by the employee and the Employer. All requests received after April 1<sup>st</sup> shall be in writing to the foreman and the employee will endeavour to provide two (2) weeks' notice prior to the first day requested. These requests shall be handled on a first come, first serve basis.
- 17.05 No vacation time shall be lost as a result of an accident or occupational illness incurred in the performance of duty, or where an employee is off sick and being paid from the Short Term Income Protection Plan - STIP.
- 17.06 An employee leaving the service at any time after his anniversary date before he has had his vacation shall be entitled to a proportionate payment of wages in lieu of such vacation. When an employee dies, his estate shall be credited with the value of vacation credits owing to such employee. Employees leaving the service after having been employed for less than one (1) year shall receive payments in lieu of vacation in accordance with The Employment Standards Act.
- If employment terminates for whatever reason and the employee has taken more vacation time than the employee has earned, the overpayment will be deducted from the employee's final pay.
- 17.07 Temporary and part-time employees shall receive pay in lieu of vacation in each pay period in accordance with the Employment Standard act.

### **Article 18 - Health and Welfare Benefits**

- 18.01 The Employer shall pay one hundred (100) per cent of the cost of premiums for the following plans for all regular employees:
1. Extended-Health Care (10/20 Deductible) Plan
  2. \$0.34 Deductible Drug Plan
  3. Vision Care Plan
- \$450.00/24 months effective the first of the month following ratification by both parties**

**- \$500.00/24 months effective January 1, 2022**

4. **Hearing Aid Plan - \$1000.00 per 60 months, effective the first of the month following ratification by both parties**
5. Short and Long Term Disability Plan
6. Basic and Preventative Dental Plan with 9 Month Recall Examinations

If there is a proposed change in any plan, it will be discussed with the Union before being implemented.

One pair of prescription safety glasses every two years as required up to a maximum of \$125 per pair reimbursed upon presentation of receipt.

There is a \$9.00 capped dispensing fee for prescription drugs as well as mandatory generic substitution.

A self-insured benefit of \$800 per lifetime, per family to be used towards crowns and denture fabrication. Lifetime maximum payable on production of receipt taxable at the time of payment.

The Employer reserves the right to change carriers from time to time, provided that the benefits and conditions are equal to or better than those now in effect, and provided that the Employer provides the Union with at least thirty (30) days advance written notice of the change.

18.02 Group Life Insurance It shall be a condition of employment that all regular employees shall be required to join the Group Life Insurance Plan of the County for which the County will pay one hundred (100) per cent of the cost of premiums. Insurance coverage shall be one and one-half (1 ½ ) times an employee's basic salary to a maximum of \$200,000.

18.03 Pension It shall be a condition of employment that all regular employees covered under this Agreement shall join the Ontario Municipal Employees Retirement System (OMERS) on date of hire.

The Employer will deduct CPP contributions from pensionable earnings paid to an employee who is 65-70 years of age unless the employee has filed an election with the Employer to stop paying CPP contributions (the election will take effect on the first day of the month following the month the employee has provided a completed and signed election form).

18.04 In the case of absence for illness, payments and continuation of health and welfare benefits set out herein shall be as set out in Schedule "B"

attached hereto, subject to the approval of the companies or firms providing such plans.

- 18.05 (a) The following hospital medical insurance will be available to retirees from the date of their retirement, under OMERS 90 factor or within five (5) years of normal retirement age, to age 65, subject to the approval of the company(ies) providing such benefit. The County shall pay seventy-five (75) per cent of the premium:
- Extended Health Care - including .35 cent Deductible Drug Plan and private hospitalization.
  - Vision Care and Hearing Aids.
- (b) Such coverage will continue until age 65 or till the retiree's death, whichever occurs first, provided equivalent coverage is not available through other sources and that such premiums are paid on or before the first day of each month or in accordance with other arrangements that may be made with the County from time to time.
- (c) In the event there is an improvement in a benefit set out herein, retirees already in receipt of such benefits will be eligible to receive such improvement, but, shall not be entitled to any new benefit that may be added to such coverage.
- (d) At time of retirement, if a benefit set out herein is available from other sources, and such coverage ceases, the retiree may apply for such benefit through the County, provided at time of retirement the employee registered the source of such benefit with the County.
- (e) Should an employee at time of retirement, elect not to participate in a benefit, such benefit or subsequent improvements or new benefits will not be available to the retiree at any time thereafter.
- (f) Where there is any discrepancy between the insurance information booklets provided to employees and the insurance policy, the insurance policy shall govern.

The Employer is required to notify employees in writing of any corrections to be made in the benefit prior to implementation with a copy to the Unit Chair and the National Representative.

### **Article 19 - Sick Leave**

- 19.01 All regular employees covered under this agreement shall receive Short and Long Term Disability Protection as set out in Schedule "B" attached hereto and forming part of this Agreement.

**Article 20 - Workplace Safety and Insurance Benefits**

20.01 Employees off duty as a result of an accident incurred in the performance of their duties shall be provided with hospitalization and medical care as provided by The Workplace Safety and Insurance Act of Ontario. While an employee is off work, and receives Workplace Safety and Insurance benefits or Insurance at less than regular full pay the employee shall be paid as provided in Schedule "B" attached hereto.

**Article 21 - Rehabilitation, Modified Duties and Work Accommodation**

21.01 When it has been medically diagnosed that an employee is unable to return to the full duties of his/her position due to a disability, the Employer will notify and meet the representatives of the Union and the member involved to discuss the circumstances surrounding the employee's return to suitable work.

The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's attending physician(s).

Modified and/or suitable work will be defined as altering a work condition or requirement or providing work that is different from the employee's regular work and structured with the intention to return the employee to the pre-injury/illness position. The altering of a work condition may include part-time hours.

**Article 22 - Clothing and Equipment**

- 22.01 (a) On the first pay in June, employees will receive an annual clothing allowance of \$261.88 per year. Thereafter, such allowance shall be indexed annually to the C.P.I. Clothing Index published for the month of April. Such allowance will be pro-rated for any employee who is absent from work, without pay, during the previous clothing year in excess of one (1) calendar month.
- (b) On completion of probationary period, each employee shall receive the clothing allowance pro-rated from the date of employment commenced.
- (c) This clause will apply to all employees covered under this agreement save and except students and temporary employees.
- (d) All clothing shall be the Employee's responsibility to keep clean and

- sanitary with their own laundry detergent. The Employer 's washing machine and dryer will be used in this case.
- 22.02 (a) The Employer shall provide clothing as it deems necessary and appropriate to all employees in the Wastewater Treatment Plant.
- (b) Clothing provided shall remain the property of the Employer and must remain on Employer premises. Such clothing shall be cleaned by the Employer.
- 22.03 The Employer shall pay up to a maximum of **\$200.00** towards the purchase of safety boots. Safety boots shall be replaced on an as-needed basis at the discretion of the immediate supervisor, provided such shoes or boots have the identifying mark, confirming they were purchased for the Employer and are the latest issue approved by the Canadian **Standards** Association (C.S.A.).
- 22.04 All employees must wear clothing in conformity with the rules and regulations of the Employer.
- 22.05 Employees will be supplied with goggles and work gloves or mitts on an exchange basis. Worn out gloves or mitts must be turned in by the employee in exchange for new gloves or mitts. If the worn item is not brought to the foreman or supervisor for exchange, the new equipment will be issued and the cost deducted from the employee's pay.
- 22.06 The Employer will provide all tools and equipment necessary to carry out the work of the Employer.
- 22.07 Employees required to work in sewers will be supplied with rubber gloves and rubber clothing, to the degree necessary to remain dry.
- 22.08 Inclement Weather. When it is necessary to work during wet or inclement weather, the Employer will provide rubber coats, hats and boots.
- 22.09 The Employer will make best efforts to purchase Canadian/Union made clothing.

### **Article 23 - Health & Safety**

- 23.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 23.02 Employees required to use safety equipment as required under The Occupational Health and Safety Act and provided by the Employer are required to have the equipment with them at all times. Failure to do so will

mean a loss in pay to the employee for the time involved in obtaining the necessary equipment.

- 23.03 There will be one (1) union representative from Local 1146 on the Public Works Joint Health and Safety committee. At no time shall the number of employer representatives exceed the number of worker members on the committee. The committee shall function in accordance with the terms of reference agreed to by the parties and as may be amended by the parties from time to time.

#### **Article 24 - Leave of Absence**

- 24.01 (a) Leave of absence without loss of pay will be granted to representatives of the Union while in consultation with the management on matters pertaining to this Agreement, during working hours.

(b) Leave of absence without pay and without loss of seniority will be granted to employees to attend functions of the Union, such as conventions, conferences and seminars, providing such leave does not exceed five (5) working days, or three (3) employees. When more than one (1) employee has requested a leave of absence it shall be granted providing it does not interfere with the proper functioning of the Department. It is agreed that such leave of absence shall not be unreasonably withheld. It is further agreed that each employee shall provide one (1) week notice to the supervisor or designate of request for leave of absence.

(c) Education Leave. Leave of absence with pay and without loss of seniority shall be granted to allow employees to write examinations for Employer -approved Education Courses to improve their qualifications in the service.

#### **24.02 Bereavement Leave.**

An employee will be granted leave of absence, without loss of pay in order to make the necessary arrangements for and to attend the funeral of members of his family for up to the maximum number of scheduled work days set forth in the following schedule (one day may be saved to use for interment in the spring).

- (a) 5 days in the event of death of spouse, child, stepchild, mother, father, or step-parent of the employee, which time may include one day after the day of the funeral;
- (b) 4 days in the event of death of sister, brother, grandchild of the employee, which time may include one day after the day of the funeral;
- (c) 3 days in the event of death of grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee;

(d) 1 day in the event of death of uncle, aunt, niece or nephew of the employee, or, to serve a pallbearer.

- (i) It shall be the employee's responsibility to notify or cause to be notified his Supervisor or designates soon as possible following such bereavement.

If any of these days fall during an employee's scheduled vacation, on receipt of the notice of funeral, such time deemed to be working days will be re-instated to the employee's vacation record.

- (ii) The Union president or his representative shall be allowed up to four (4) hours to attend the funeral of an employee covered by this Agreement.

**24.03 Jury Duty or Court Witness** Any employee who is required to serve on a jury or as a court witness shall be paid the difference between the amount paid for such service and his regular hourly rate for the time lost from his regularly scheduled work shift by reason of such service, subject to the following provisions.

- (a) Employees must notify their immediate supervisor within a reasonable time after receipt of notice of selection for jury duty or court witness.
- (b) Employees called for jury duty or as a court witness and who are temporarily excused from attendance at court during working hours must report for work within a reasonable time;
- (c) In order to be eligible for such payments, the employee must furnish a written statement from the appropriate public officials showing the date and the time served and the amount of pay or fees received;
- (d) No such payment shall be made to any employee under the provisions of this article when such leave is solely in the cause of the employee involved.

#### **24.04 Pregnancy and Parental Leave**

All employees who qualify in accordance with the Employment Standards Act will be eligible for pregnancy and parental leave.

- (a) Pregnancy leave enables pregnant women to take 17 weeks of unpaid leave from work. They may choose to take less time or in special cases, the leave may be longer.

- (b) Parental leave enables parents up to 61 weeks of unpaid leave from work if pregnancy leave was taken (63 weeks if pregnancy leave was not taken). This leave must start no later than 52 weeks after the baby is born or the child first comes into their custody, care or control. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave and must be taken all at once.
- (c) A birth mother can take both pregnancy leave and parental leave for a total of 78 weeks off work.
- (d) The Employer shall grant leave of absence without pay to a pregnant employee who has been employed for a minimum of thirteen (13) weeks prior to the employee's date of delivery. If the baby is born earlier, the employee is still eligible for pregnancy leave because of her date of delivery was at least 13 weeks after she started her job.
- (e) Pregnancy leave can be taken at any time during the 17 weeks before the baby is born. The leave starts at a time determined by the employee. Pregnancy leave must be taken all at the same time.
- (f) An employee must give two (2) weeks' notice in writing together with a medical certificate estimating date of delivery when requesting a pregnancy leave of absence. The notice should also include the estimated date when the employee intends to return to take the full 17 weeks. Where the employee decides to change her plans, she must give the Employer at least four (4) weeks' notice before the change is to happen.
- (g) In cases where the baby is born earlier than the estimated date of delivery, the employee is expected within a two (2) week period following birth, to provide the Employer with:
  - A letter from her doctor saying when the baby was due and when it was born,
  - Written notice confirming the date her pregnancy leave began.
- (h) An employee must give two (2) weeks' notice in writing stating the date when he/she plans to start a parental leave. The employee may also include the date when he/she plans to return to work. Where the employee decides to change his/her plans, he/she must give the Employer at least four (4) weeks' notice before the change is to happen.
- (i) Pregnancy and parental leave of absence shall be without pay and

without the other benefits set out in this collective agreement except as follows:

- Service and vacation credits shall continue to accumulate
  - The employer shall continue to pay its share of premiums for all benefits and the employee shall pay his/her required share, if any, to the Employer, for such continuance.
- (j) Periods of pregnancy or parental leave will not be counted towards completion of probationary periods of employment.
- (k) If employees have any questions about Employment Insurance benefits while on leave, they should contact the Human Resources Development Canada office.

### **Article 25 - General**

25.01 The Employer and Union may each appoint not more than three (3) members of a Labour Management Production Committee for the purpose of discussing suggestions that may reduce costs or increase efficiency of operation. It is understood that this Committee is not for the purpose of hearing or discussing grievances, or any matter specifically covered by this Agreement.

25.02 The Employer agrees to permit the Union to post notices of meetings and other union business and affairs on bulletin boards provided by the Employer for such purposes. It is agreed, however, that such notices must first be approved by the Manager of **Water and Wastewater Services** and/or the **Director** of Human Resources. Such approval will not be unreasonably withheld.

25.03 Whenever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party of parties hereto so requires.

25.04 Copies of this Agreement shall be made available in Human Resources to all employees upon request.

### **Article 26 - No Strikes, No Lockouts**

26.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike either complete or partial and no picketing, and the Employer agrees during the lifetime of this Agreement, there shall be no lockout either complete or partial. Strike and lockout shall be as defined in The Labour Relations Act.

**Article 27 - Duration**

27.01 This agreement as heretofore agreed shall become effective from **January 1, 2021** and shall continue in effect until **December 31, 2025** and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of their desire to amend this Agreement.

Notice to amend this collective agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

If the notice is given by either party, the other party agrees to meet for the purpose of negotiations within fifteen (15) days after the giving of such notice or at another time mutually agreeable to the parties.

Note: Effective date in Article 7 is subservient to effective dates throughout the collective agreement.

**IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives, on this 1st day of December, 2021**

**SIGNED, SEALED AND DELIVERED, IN THE PRESENCE OF,**

**THE COUNTY OF OXFORD**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 1146  
WASTEWATER EMPLOYEES**

Original signed by Amy Smith

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Jay Bestard

\_\_\_\_\_

\_\_\_\_\_

**Schedule A**

| <b>Classifications</b> | <b>Jan 1/21<br/>(1.75%)</b> | <b>Jan 1/22<br/>(2%)</b> | <b>Jan 1/23<br/>(2%)</b> | <b>Jan 1/24<br/>(2%)</b> | <b>Jan 1/25<br/>(2%)</b> |
|------------------------|-----------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Assistant Supervisor   | \$ 2.00/hr when appointed   |                          |                          |                          |                          |
| Maintenance Person     | <b>36.07</b>                | <b>36.79</b>             | <b>37.53</b>             | <b>38.28</b>             | <b>39.05</b>             |
| Operator in Training   | <b>27.87</b>                | <b>28.43</b>             | <b>29.00</b>             | <b>29.58</b>             | <b>30.17</b>             |
| Plant Operator         |                             |                          |                          |                          |                          |
| Class 1*               | <b>28.72</b>                | <b>29.29</b>             | <b>29.88</b>             | <b>30.48</b>             | <b>31.09</b>             |
| Class 1A**             | <b>29.57</b>                | <b>30.16</b>             | <b>30.76</b>             | <b>31.38</b>             | <b>32.01</b>             |
| Class 2*               | <b>30.56</b>                | <b>31.17</b>             | <b>31.79</b>             | <b>32.43</b>             | <b>33.08</b>             |
| Class 2A**             | <b>31.21</b>                | <b>31.83</b>             | <b>32.47</b>             | <b>33.12</b>             | <b>33.78</b>             |
| Class 3*               | <b>31.93</b>                | <b>32.57</b>             | <b>33.22</b>             | <b>33.88</b>             | <b>34.56</b>             |
| Class 3A**             | <b>32.69</b>                | <b>33.34</b>             | <b>34.01</b>             | <b>34.69</b>             | <b>35.38</b>             |
| Class 4*               | <b>35.10</b>                | <b>35.80</b>             | <b>36.52</b>             | <b>37.25</b>             | <b>38.00</b>             |
| Class 4A**             | <b>35.36</b>                | <b>36.42</b>             | <b>37.51</b>             | <b>38.26</b>             | <b>39.03</b>             |
| Plant Maintenance      | <b>32.69</b>                | <b>33.34</b>             | <b>34.01</b>             | <b>34.69</b>             | <b>35.38</b>             |
| Tandem Truck/Machine   | <b>29.57</b>                | <b>30.16</b>             | <b>30.76</b>             | <b>31.38</b>             | <b>32.01</b>             |
| Student Labourer       | <b>16.00</b>                |                          |                          |                          |                          |

**NOTES:**

\* Requires provincial license to receive applicable hourly rate.

\*\* After completion of one year on-the-job experience after receiving license.

Plant Operator is a posted classification, progression within is based on obtaining provincial licenses.

\*Plant Operator Class 4 is a posted classification which requires a Class 4 license

Probation Rate: \$0.50 cents per hour below base rate for the first 30 working days.

Any Plant Operators in Classes 1 through 3A who are assigned to do Lab Tech duties will be paid a \$1.00 premium

**Schedule "B"****TO THE COLLECTIVE AGREEMENT WITH C.U.P.E., LOCAL 1146****WASTEWATER TREATMENT EMPLOYEES****(Effective January 1, 2021):****WAGE REPLACEMENT PLAN**

Each employee will be granted 64 hours of paid sick time per calendar year to be used for non-occupational illness or injury or as a bridge to short term income protection benefits. This benefit is to be applied to periods of disability of three (3) consecutive working days or less. Any unused sick time will not be carried over from one year to the next.

Short Term Income Protection Plan hereafter referred to as STIP.

All regular employees covered by the collective agreement shall receive the following STIP on completion of three (3) calendar months of continuous employment. Employees shall be eligible for short term income protection on the fourth (4<sup>th</sup>) day of consecutive absence due to non-occupational illness or injury or on the first (1<sup>st</sup>) day of absence due to hospitalization, if acceptable medical documentation is provided in accordance with this Schedule "B".

For the purposes of this plan, hospitalization is defined as:

- Admission to hospital for in-patient services (does not include emergency room visits)
- Admission to hospital or clinic for a day surgical procedure or invasive investigative procedure requiring general or conscious sedation.

In all cases, hospitalization must be confirmed by a medical certificate for income protection to be paid from the first (1<sup>st</sup>) day of absence.

1. Benefits under the STIP Plan will be paid, for a maximum of seventeen (17) calendar weeks in accordance with the following Schedule:

| <u>Length of Service</u>      | <u>Number of Insured Calendar Weeks</u> |               |
|-------------------------------|---|---------------|
| <u>Salary</u>                 | <u>100% of Regular Salary</u>           | <u>75% of</u> |
| 3 months but less than 2 year | 1                                       | 16            |
| 1 year but less than 2 years  | 2                                       | 15            |
| 2 years but less than 3 years | 3                                       | 14            |
| 3 years but less than 4 years | 4                                       | 13            |
| 4 years but less than 5 years | 5                                       | 12            |
| 5 years but less than 6 years | 7                                       | 10            |
| 6 years but less than 7 years | 9                                       | 8             |
| 7 years but less than 8 years | 11                                      | 6             |
| 8 years but less than 9 years | 13                                      | 4             |
| over 9 years                  | 17                                      | 0             |

If an employee has exhausted their annual 64 sick hours, they may use vacation or banked lieu time to maintain their income during the three (3) day waiting period until they are eligible for short term income protection benefits.

Employees with less than nine (9) years of full time service may use accrued vacation or banked time to top up their salary to 100% during the seventeen (17) week income protection period

2. The maximum covered duration for any illness or accident under the STIP Plan in one calendar year is seventeen (17) weeks.

- (a) Successive absences are considered to be in the same period of disability unless:
  - (i) the employee has worked twenty (20) full working days at regular duties and full hours between such absences; or
  - (ii) the illness is confirmed by a duly qualified medical practitioner as being unrelated to the previous illness.

3. To qualify for STIP payments, an employee must:

- (a) On the first day or part of a day of illness, report, or cause to report, such illness to his immediate Supervisor or designate. Such reporting must be in accordance with the Department's rules governing reporting for work.
- (b) Absences of three (3) or more consecutive days or one (1) or more days in the case of hospitalization shall require a certificate from a medical doctor to confirm eligibility for STIP. Such certificate shall state where possible: i) the expected Return to Work date or duration of absence; ii) recommended restrictions and duration; iii) prognosis for a full recovery to resume the essential duties of their job. Such medical certificate will be reimbursed by the employer, to a maximum of \$40.
- (c) An employee failing to report an absence from employment or file a doctor's certificate as set out will not be eligible for STIP payments and will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence. No payment shall be made for such time until a medical certificate certifying such absence as set out is submitted within a reasonable period of time following such illness.
- (d) The Employer reserves the right to request an employee to undergo an examination by a duly qualified medical practitioner appointed by the Employer, at any time during his absence. Failure to comply will result in discontinuation of STIP payments and the employee will be considered to be on an unauthorized leave of absence and shall not be paid for any such absence.

4. An employee who is on maternity leave or any other leave of absence without pay, shall not be entitled to receive STIP benefits during said leave. However, STIP benefits will be re-instated following return from such leave of absence after completion of six (6) full working days.

5. When an employee is in receipt of STIP payments, he will receive remuneration as set out in Section 1, retain health and welfare benefits and continue to earn vacation credits at the rate as which he was being credited when the disability occurred.
  - (a) If an employee elects to utilize paid vacation, or other category of paid time standing to his credit at the time of illness, STIP payments will cease and will not be re-instated until such paid credits are exhausted. Such time will be considered to be a part of the seventeen (17) week period set out in Section 1.
6. In the event an employee is on vacation, paid holiday, or other paid leave of absence, he will not be eligible to receive STIP payments until his original scheduled back to work date occurs, at which time his eligibility for STIP benefits will commence.
7. In the event an employee becomes ill or disabled while on layoff he will not be entitled to STIP payments until his original specified date occurs on the date he would have been recalled, as part of the general recall. If another employee is recalled to perform in his position, that date shall be deemed to be the recall date for purposes of this section, subject to the following:
  - (a) should the disability occur after written "notice of layoff" was given, the employee will not qualify for STIP payments during such period of layoff; and
  - (b) where the disability occurred before written "notice of layoff" was given, the employee will qualify for STIP benefits in accordance with the schedule in Section 1. STIP
8. The Employer will continue to maintain the employer's portion of the premium cost of health benefits and life insurance the employee had at the time of disability for the seventeen (17) week period, provided the employee pays his share of the premium cost for the same covering period, subject to the approval of the Carriers.
9. This plan does not provide benefits for disability resulting from intentionally self-inflicting injury, war or injury sustained while committing or attempting to commit an assault or crime.
  - (a) If an employee is absent from work due to illness or injury on the effective date day of this plan, such coverage will not commence until the employee has returned to work.

Long Term Disability Plan hereinafter referred to as - LTD

This Plan is an insured Plan administered by a private carrier of the Employer 's choice.

The terms and conditions set out herein are subject to the Carrier's approval and acceptance and is administered by such Carrier.

1. The LTD Benefit is payable after an employee has been continuously disabled for seventeen (17) consecutive calendar weeks, and has utilized all credited paid time-off, except for vacation. The LTD eligibility period shall commence when all such

credits are exhausted.

(a) Payments will continue until the employee is:

- (i) no longer disabled as hereafter defined, or
- (ii) the date of scheduled retirement,

whichever should first occur, in any event not beyond the employee's 65<sup>th</sup> birthday.

2. Disabled shall be deemed to mean:

- (a) the employee is unable to perform his regular work during the first twenty-four (24) months of receipt of LTD payments, and
- (b) for any period thereafter, he is prevented from performing any type of gainful employment for which he is reasonably qualified, by way of education, training or experience, or for which he may be trained.

3. Where retraining is deemed to be practical, the employee shall participate or benefits shall forthwith cease.

4. The benefits payable under the LTD Plan will provide an employee with an income of 75% of his regular earnings at the time of disability to a maximum non-medical limit of \$3000.00 per month, and

(a) Such payments will be directly reduced by an amount the employee receives from:

- (i) The Workplace Safety and Insurance Board,
- (ii) The Canada Pension Plan, excluding dependent benefits,
- (iii) The Ontario Municipal Employees Retirement Board.

(b) If in addition to the benefits set out in 4 (a), income is received from other sources, such as but not inclusive:

- (i) any other disability insurance,
- (ii) no-fault disability insurance, or
- (iii) earnings from rehabilitation employment, except 50% of regular earnings during the first 24 months of disability;

the amount of disability benefit shall be adjusted to provide that an employee's total replacement income shall not exceed 85% of regular earnings at time of disability.

(c) After LTD insurance benefits have commenced, the LTD benefit will not be reduced by cost-of-living increases that may be applied to other sources of income.

5. Rehabilitation

In the event of a partial recovery from a total disability, an employee may re-enter the work force without forfeiting all benefits under this plan for a period of up to twenty-four (24) months, provided the following is met:

- (a) the employment has been approved by the Carrier which has deemed the "work performed" is approved rehabilitative employment;
- (b) the LTD payments in this case will be reduced by an amount equivalent to 50% of the employee's gross earnings from any such approved rehabilitative employment, but, in no event shall the employee's total income during said rehabilitation period exceed his pre-disability income.

6. Pre-Existing Conditions

- (a) Any employee who does not have sick leave credits on the day this plan comes into effect, or any new employee subsequently disabled by a health condition which existed at the time of hire, shall be eligible for disability payments in respect of that condition only if a period of non-treatment of three (3) consecutive months or more has elapsed since enrollment, and such period shall be added to the seventeen (17) week qualifying period.
- (b) It shall rest with the employee to provide proof of said disability free period prior to start of the qualifying period.

7. Other Benefit Provisions and Limitations

- (a) To qualify for LTD benefits an employee does not need to be confined to hospital or his home, but must be under the continuous care of a duly qualified medical practitioner.
- (b) This plan provides coverage for disability resulting from an accident or from sickness including absence from work for psychiatric reasons for which continuous treatment is received from a duly qualified psychiatrist.
- (c) Benefits for total disability due to pregnancy complications will be paid. However, no benefit will be paid during the period the employee received or is entitled to receive Maternity benefits through unemployment insurance or during the period she is on maternity leave or scheduled to be on maternity leave.
- (d) This plan does not provide benefits for disability resulting from intentionally self-inflicting injury, war or injury sustained while working for another employer or self-employment or while committing or attempting to commit an assault or crime.

#### 8. Successive Disabilities

Successive absences from work, resulting from the same cause, are considered to be in the same period of disability unless separated by six (6) months of active full-time work while insured, or one (1) full month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

#### Special Provisions

##### Seniority, Retention of Benefits, etc.

1. An employee will retain his job seniority for a maximum period of two (2) years, or one-half the length of his service, whichever is the lessor, except that in no case shall retention of seniority be less than six (6) months.
2. An employee may continue to maintain group health benefits, not eligible for waiver of premium provisions, they were receiving at the time of their disability for a period of two (2) years after receipt of the first LTD payment, provided they pay their share of the cost of such premium, subject to the approval of the Carrier of such health plans.
3. While on LTD, no employee shall earn any benefit related to seniority such as: vacation, long service pay.
4. In the event there is a conflict between the collective agreement and the Schedule; the provisions of this Schedule shall prevail.

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE COUNTY OF OXFORD**

**-AND-**

**CUPE LOCAL 1146 - WASTEWATER TREATMENT**

**Re: Afternoon Shift**

The employer may establish an afternoon shift in extreme high loading situations. The shift will be offered to all qualified employees on a voluntary basis if no qualified employee accepts the shift, then the least senior employee will be assigned to the shift. This shift will not extend beyond 30 calendar days without the agreement of the bargaining agent.

**Signed this 1st day of December, 2021**

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Samson Oort

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE COUNTY OF OXFORD**

**-AND-**

**CUPE LOCAL 1146 - WASTEWATER TREATMENT**

**Re: Support While On-Call**

It is agreed that a letter of direction will be provided to employees giving directions for support when working on-call and providing management's 24/7 cell number.

**Signed this 1st day of December, 2021**

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Samson Oort

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE COUNTY OF OXFORD**

**-AND-**

**CUPE LOCAL 1146 – WASTEWATER TREATMENT**

**Re: Testing Done by Plant Operators**

The purpose of this Letter of Understanding is to clarify when plant operators will receive premium payment for lab-related work.

The following lists are representative but not inclusive of tasks which are considered to be lab tech analysis (performed in the lab environment) and plant operator analysis:

Lab Tech analysis – BOD, COD, suspended solids, volatile suspended solids, total phosphorous, ammonia, nitrate and nitrite.

Plant Operator analysis- temperature, Ph, DO, collection of samples, total and free chlorine residual, settling and sludge judging.

Plant operator analysis work is included under the duties and responsibilities of plant operators and is performed without additional premium.

When assigned to perform lab tech analysis, plant operators (except Class 4) will receive an additional premium of \$1.00 per hour to be added to the employee’s hourly base rate. This premium will be paid in accordance with Article 15.01 (a) of the collective agreement.

**Signed this 1st day of December, 2021**

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Samson Oort

**LETTER OF UNDERSTANDING****BETWEEN****THE COUNTY OF OXFORD****-AND-****CUPE LOCAL 1146 – WASTEWATER TREATMENT****Re: Wastewater Treatment Plant OIC Time Accreditation**

The County of Oxford Wastewater Services position on Operator in Charge (OIC) will be consistent with written communications provided to the County by the OETC and/or the MOE.

The current organizational structure identifies the Wastewater Supervisor as the operator with overall responsibility and the Wastewater Foreman would normally be the operator in charge (OIC).

Accredited OIC time is interpreted to mean the designated OIC person has been given authority by the 'Operator in Overall Responsibility' to make "non-routine" operational changes without requiring further approval from their supervisor. "Non-routine" is interpreted to mean performance of an operation other than standard operational activities. Time to take equipment out of service (i.e. aeration tank removed from system and drained and preoperational time to adjust other operations to suit) is qualifiable time. OIC time does not include standard operational adjustments such as chlorine feed rate adjustments or other day-to-day activities.

In order to have operators acquire OIC time for class 3 and 4 license levels the County of Oxford will include qualifying OIC time as follows:

- Operating unstaffed remote locations
- The time on weekend shifts when working alone
- The time spent during a call-in when carrying the alarm pager
- One (1) hour for on-call operator during normal workday, Monday to Friday

A log based on the employee time sheet must be kept by the operator for OIC time and all experience forms are to be signed by the Wastewater Supervisor or the Manager of Wastewater Services.

Both parties acknowledge that MOE regulations can amend this Letter of

Understanding. The application of the regulations and amendments to the Letter of Understanding is subject to management interpretation.

**Upon reclassification of Ingersoll to a Class 4 plant, the method of OIC time accreditation will transition to a percentage of hours worked per year, which will take approximately 5 years to upgrade to a level 3 license. No additional time is needed to acquire level 4 since it is assumed that most time is spent operating a main facility. The current organizational structure for Oxford County identifies the Wastewater Supervisor as the Overall Responsible Operator (ORO), and the Wastewater Foreman as an Operator in Charge during normal working hours.**

**Wastewater operators with at least a Level I License, at the discretion of the Overall Responsible Operator (ORO), will be entitled to receive Operator In Charge (OIC) status and will be required to fulfill the duties of the OIC as specified by Ministry of the Environment. Accredited OIC time for all operators is interpreted to be 40% of their total on-the-job working hours. It is to be assumed that 40% of all operators' working time is spent fulfilling the duties of an OIC as specified in the documents listed above for a Class III or higher facility. A log based on the employee's time card must be kept by the operator to account for any time not spent operating (training, holidays etc.) and total hours worked for the year can be determined based on the employee's year end pay stub. A final summary of total OIC hours credited must be signed by the Wastewater Supervisor or Manager of Water and Wastewater Services.**

**If the reclassification of Ingersoll to Class 4 is not successful, the employer agrees to meet and discuss the current language.**

Signed this 1st day of December, 2021

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Samson Oort

**LETTER OF UNDERSTANDING  
BETWEEN**

**THE COUNTY OF OXFORD**

**-AND-**

**CUPE LOCAL 1146 - WASTEWATER TREATMENT**

**Re: Wastewater Treatment Plant OIT Time Accreditation**

The County of Oxford Wastewater Services position of Operator in Training (OIT) time for Maintenance Persons will be consistent with the following:

- Accredited OIT time is interpreted to be 15% of the Maintenance Person's total on-the-job time completing maintenance functions, recognizing the operational-related components within these maintenance activities as qualifiable time.

A log based on the employee time sheet will be used for the OIT time earned and all experience forms are to be signed by the Wastewater Supervisor or the Manager of Wastewater Services.

**Signed this 1st day of December, 2021**

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Samson Oort

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**OXFORD COUNTY**  
**-AND-**  
**CUPE LOCAL 1146 – WASTEWATER TREATMENT**

**Re: Employees requesting alternate shift accommodation**

In the event that an employee requests a start and finish time outside the contracted hours stipulated as 7:30 am to 3:30 pm, then the employer may permit this to occur if, in the opinion of the employer, it does not negatively impact the operation of the works. In addition such change should not reduce the employee's number of hours in a work day or work week. The alternate shift must commence no earlier than 6 a.m. and end no later than 5:00 p.m.

There is no requirement for the employer to grant this request; it is wholly discretionary on the part of the employer. No premiums shall be paid or permanently become attached to the employee's wage for such a change.

The employer shall have the right to limit the number of employees working alternate shifts outside of the contracted hours of work.

The employee will have to clearly state in writing to their foreman what hours are being requested, how long the accommodation is requested for and in any case it will be considered to be the last day in the calendar year at which time a new written request will need to be submitted. The foreman will provide a written response to the request.

The Union or employee shall have the right to have the arrangement terminated after ten working days' notice has been given in advance to the employer. Upon the conclusion of the ten-day period, the employee would return to the hours of work as established in the collective agreement.

The arrangement may be terminated by the employer providing ten working days' notice, at any time that the arrangement is not, in the employer's opinion, in the best interest of operating the works. This decision will not be grievable.

The Union further agrees that the employer is not responsible, nor shall pay to any employee, money lost due to any reduction in call-ins or overtime to other staff due to the fact that an employee has an alternate shift outside of normal hours, as the employee will perform those duties at regular rates. The employee who has an alternate shift outside of the contracted times will perform all operational duties as is required and will work within the supervision already provided for after hours by utilizing the on-call ORO if needed.

**Article 14.03, shift differential, does not apply where an employee requests an alternate shift accommodation.**

**Signed this 1st day of December, 2021**

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

Original signed by Kirsten Wein

Original signed by David Simpson

Original signed by Samson Oort

**LETTER OF UNDERSTANDING****BETWEEN****OXFORD COUNTY****-AND-****CUPE LOCAL 1146 – WASTEWATER TREATMENT****Re: Scheduled On-Call Weekend Work and Scheduled Stat Holiday Work**

Due to the expressed desire by employees for flexibility of shift times for scheduled weekend and statutory holiday work for the on-call wastewater operator, the following accommodations have been provided.

The scheduled on-call wastewater operator in Saturday, Sunday, or any Statutory Holiday shall start their scheduled four or more consecutive hour shift between 6 am and 8 am.

In addition, due to health and safety concerns of working alone, the County has agreed to establish a call-in procedure for the on-call operator. The staff member must initialize the working alone procedure by calling into Spectrum and providing their name and location and a number (whether pager, cell or land line) for Spectrum to call back if needed. This will begin a two hour call back procedure and should the operator fail to call back in two hours (30 minute grace time provided), then Spectrum will first call back to the number provided and, if there is no response, the ORO pager will be called. The ORO may decide who else to contact to ensure that the individual is safe and will either send another staff member, come to the site themselves, or phone 911 at their discretion. The response will be to the location provided to Spectrum, so if there is a change in location, this too must be communicated by the staff member working alone to Spectrum. GPS can also be utilized on the County Fleet as an additional tool, however, clear communication as to your name and location and a call back number to the alarm monitoring company is expected. Under all circumstances when the work is concluded, a call back must be made to Spectrum to conclude the working alone procedure.

Only due to emergency situations, should the operator leave work prior to completing a four hour shift. A call to Spectrum shall be made by the operator when leaving indicating that they are done and going home early. The operator needs to report any change from the expected four consecutive hours to the foreman on Monday (or the next regular work day during week following a weekend or a Statutory Holiday) immediately at the start of the day so that they know the reason for the change, as Spectrum will be providing regular reports.

**Working Alone Prohibited**

Any activity that requires additional personnel such as going over the railing, or entering a lagoon site to use the lagoon boat for example, clarifier cleaning, or entering a confined space, must not be performed while working alone. These activities already have specific written procedures in place. To perform these activities, the ORO must be called and then a decision will be made to either postpone the work until a more appropriate time when more staff are available, or more staff members will be authorized to be called in to assist.

**Non-compliance**

In addition to the disruption and the associated expense, forgetting to call either to start a shift or conclude a shift when working alone is considered a serious health and safety matter and progressive discipline will be pursued as this is deemed negligence and, therefore, unacceptable. Electronic reports will be provided from Spectrum to the Wastewater Supervisor and the Wastewater Foremen on a regular basis.

Signed this 1st day of December, 2021.

**COUNTY OF OXFORD**

**CUPE 1146, WASTEWATER TREATMENT**

Original signed by Amy Smith

Original signed by Jay Bestard

Original signed by Sarah Hamulecki

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|   |      |
|---|------|
| <b>A</b>  |      |
| Afternoon Shift .....                                 | 36   |
| Arbitration 8 .....                                   | 7    |
| <b>B</b>  |      |
| Benefits 18 .....                                     | 18   |
| Continuation of Benefits 13.02 .....                  | 12   |
| Bereavement leave 24.02 .....                         | 24   |
| Bulletin boards 25.02 .....                           | 27   |
| <b>C</b>  |      |
| Call back pay 14.05 .....                             | 15   |
| Canadian/Union made clothing 22.09 .....              | 23   |
| Clothing allowance 22.01 .....                        | 22   |
| Clothing, laundry of 22.01 (d), 22.02 (b) .....       | 22   |
| Collective Agreement, application of 2.01, 8.01 ..... | 3, 7 |
| Committees (Union) 6.01 .....                         | 4    |
| Court witness 24.03 .....                             | 25   |
| <b>D</b>  |      |
| Director of Human Resources 25.02 .....               | 27   |
| Director of Public Works 7.03 .....                   | 6    |
| Discharge, suspension 9.01 .....                      | 8    |
| Discipline meetings 6.01 (b) .....                    | 5    |
| Discipline warnings, retention of .....               | 8    |
| <b>E</b>  |      |
| Education leave 24.01 (c) .....                       | 24   |
| Employee's address 13.04 .....                        | 13   |
| Employer's committee (Grievances) 7.03 .....          | 5    |
| <b>F</b>  |      |
| First aid kits 23.01 (a) .....                        | 23   |
| Float day 16.02 .....                                 | 17   |
| <b>G</b>  |      |
| Goggles and mitts, replacement of 22.05 .....         | 23   |
| Grievances 7 .....                                    | 5    |
| <b>H</b>  |      |
| Holidays 16 .....                                     | 17   |
| <b>J</b>  |      |
| Job security 2.02 .....                               | 3    |
| Jury duty 24.03 .....                                 | 25   |
| <b>L</b>  |      |
| Labour Management Production Committee 25.01 .....    | 27   |
| Layoffs 13 .....                                      | 10   |
| Avoided, how 11.02 (b) .....                          | 10   |
| Benefits continue 13.02 .....                         | 12   |
| Bumping order 13.01 .....                             | 11   |
| Overtime 14.04 .....                                  | 15   |
| Leaves of absences 24 .....                           | 24   |

|  |            |
|--|------------|
| Lunch period 14.01 .....   | 13         |
| <b>M</b>   |            |
| Manager of Wastewater 4.02, 25.02 .....  | 4, 27      |
| Meal allowance 14.02 (c) .....   | 14         |
| Mediation 8.02 .....   | 7          |
| <b>N</b>   |            |
| Negotiation Committee 6.02 .....   | 5          |
| <b>O</b>   |            |
| OMERS 17.01 (c), 18.03, 18.05 .....  | 18, 20, 21 |
| Overtime 14.02, 14.06 .....  | 14, 15     |
| <b>P</b>   |            |
| Pallbearer leave 24.02 .....   | 25         |
| Pay rates 15.01 .....  | 16         |
| Call-back pay 14.05 .....  | 15         |
| Clothing allowance 22 .....  | 22         |
| Holiday work 16.03 .....   | 17         |
| Meal vouchers 14.02 .....  | 14         |
| Mileage 15.03 .....  | 16         |
| Relief pay 15.01 .....   | 16         |
| Shift differential 14.03 .....   | 14         |
| Stand-by pay 14.06 .....   | 15         |
| Transfers, temporary 11.02 .....   | 11         |
| Policy grievances 7.06 .....   | 6          |
| Probation 10.01, 12.02 .....   | 8, 10      |
| Promotions 12 .....  | 10         |
| <b>R</b>   |            |
| Retirement age 18.03 .....   | 20         |
| Rules and regulations to be posted 4.02 .....  | 4          |
| <b>S</b>   |            |
| Safety boots 22.03 .....   | 23         |
| Safety Committee 23.01 .....   | 23         |
| Safety equipment at all times 23.02 .....  | 23         |
| Seniority, loss of 13.03 .....   | 12         |
| Seniority, when commenced 10.01 .....  | 8          |
| Sewers, work in 22.07 .....  | 23         |
| Shift differential 14.03 .....   | 15         |
| Sick leave 19 .....  | 21         |
| Stand-by pay 14.06 .....   | 15         |
| Stewards 6.01, 7.03 .....  | 4, 5       |
| Strikes, lockouts not permitted 26.01 .....  | 27         |
| Student employees 10.01, 11.04 .....   | 8, 10      |
| Supervisors 2.01, 4.02, 6.01, 7.03, 14.02 (d), 14.06, 16.02, 17.03, 21.03, 23.02, 23.03<br>3-6, 11-19, 21-23, 30, 39 |            |

**T**

|                                  |    |
|----------------------------------|----|
| Temporary employees 11.04 .....  | 11 |
| Tools and equipment 22.06 .....  | 23 |
| Transfers, temporary 12.02 ..... | 11 |

**U**

|                           |   |
|---------------------------|---|
| Union dues 5 .....        | 4 |
| Union Officers 6.01 ..... | 4 |

**V**

|                                       |    |
|---------------------------------------|----|
| Vacations 17 .....                    | 18 |
| Vacations, preferences in 17.04 ..... | 19 |

**W**

|   |    |
|---|----|
| Weather conditions 22.08 .....                      | 23 |
| Work week   |    |
| Defined 14.01 12                                    |    |
| Overtime 14.02 .....                                | 14 |
| Overtime, to be shared 14.06 .....                  | 15 |
| Standby pay 14.06 .....                             | 15 |
| Workplace Safety and Insurance benefits 20.01 ..... | 22 |