

# **COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE COUNTY OF ESSEX**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 2974.1**

**APRIL 1, 1998 TO MARCH 31, 2000**

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**ARTICLE 1     MANAGEMENT RIGHTS**

**1.01**           The Union acknowledges that it is the right of the Corporation to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for just cause, provided that procedures contrary to this Agreement are not used and the right of the Union and/or employee to lodge a grievance to the manner and extent herein provided it be dealt with in accordance with the grievance procedure hereinafter detailed.

**1.02**           The Union recognizes the right of the Corporation to operate and manage, in accordance with its obligations to the community at large, and to make and to alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Corporation until they have been posted on the bulletin board normally used for this purpose for a period of at least one week.

**ARTICLE 2     RECOGNITION AND NEGOTIATIONS**

**2.01**           The Corporation or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 2974.1 as the sole and exclusive Collective Bargaining Agent for all its employees save and except Department Heads, persons above the rank of Department Head, the Human Resources Officer, Human Resources Secretary, Human Resources Assistant, Recording Secretary, Administrative Secretary, Clerk Typist Administration, Building Maintenance Supervisor, Supervisor Central Duplicating, Assistant County Engineer, Road Maintenance Foreman, Assistant Road Maintenance Foreman, Senior Planner II, Senior Planner I, Supervisors in Social Services, Operations Manager, Assistant Operations Manager, Secretary to Administrator in Social Services, Supervisor, Adult Protective Services, Home Support Co-ordinator, Cafeteria Manager, Accounting Supervisor, Treasurer-Deputy Clerk, General Manager, EWSWA, Landfill Engineer, Manager, Finance and Administration, EWSWA, Manager, Solid Waste Disposal, EWSWA, Solid Waste Supervisor, EWSWA, Manager, Waste Diversion, EWSWA, Recycling Supervisor, EWSWA, Controller, Administration, Computer Programmer, Administration, and employees in bargaining units for which any trade union held bargaining rights as of May 25, 1985, the date of application, and hereby agrees to negotiate with the Union, or any of its authorized committees concerning all matters affecting the relationship between the parties, arriving towards a peaceful and amicable settlement of any differences that may arise between them.

**2.02**           No employee shall be required or authorized to make any written or verbal agreement which may conflict with the terms of the Collective Agreement.

**2.03**           In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of the Agreement any other Bargaining Agent in respect of any matters herein dealt with.

**2.04           Right of Fair Representation**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall, upon request, be granted reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

**2.05           Part-time Employees**

A part-time employee is a person who is regularly employed for not more than twenty-four (24) hours per week, and not less than fifteen (15) hours per week. These employees shall be entitled to the following pro-rated benefits:

- Sick Leave
- Longevity Pay
- Vacation
- Paid Holidays (not to include the float holiday)

Eligibility for paid holidays shall be considered as per Article 17.03.

Upon completion of the probation period these employees shall receive, in regards to Health Benefits, O.H.I.P. only.

**2.06 Full-Time Employees**

A full-time employee is a person who is regularly employed more than twenty-four (24) hours per week. These employees shall be entitled to all benefits of the Collective Agreement.

**2.07 Casual Employees**

A casual employee is a part-time employee who is employed for less than fifteen (15) hours per week. These employees shall be entitled to the following pro-rated benefits:

- Sick Leave
- Longevity Pay
- Vacation
- Paid Holidays (not to include the float holiday)

Eligibility for paid holidays shall be considered as per Article 17.03.

**2.08 Temporary Employees**

Those hired for the purpose of replacing permanent employees for no longer than twelve (12) months, who have been granted a leave of absence authorized under this agreement, they shall receive all applicable benefits of the Collective Agreement.

If the employee on leave does not return, the job shall be posted.

**2.09 Student Employees**

Student shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school. Such student employees shall not attain seniority under this agreement and shall receive no benefits under this agreement unless specifically stated. No students shall be hired if any member in a department who has achieved seniority has been laid off nor shall such student be hired to displace any member of the bargaining unit who has achieved seniority.

**2.10 Government or Make-Work Employees**

Those persons hired by the Corporation under temporary Government Projects and paid a salary which is determined by the Corporation, shall receive, in regards to benefits, statutory benefits only.

No full-time employees of the Bargaining Unit shall be laid off or otherwise affected by Seasonal Employees or those hired under temporary Government Projects. (See Letter of Understanding.)

**ARTICLE 3 RELATIONSHIP**

**3.01** The Corporation and the Union mutually agree, that no employee shall be, in any manner, discriminated against, coerced, restrained, or influenced, because of their race, sex, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.

The above shall also include the harassment of any employee by any member of the Corporation or the Union. A complaint or grievance filed under this Article shall commence at Step "B" of the grievance procedure.

**3.02** The Corporation and the Union recognize that this Agreement is subject to all Government regulations as they apply to employees and to the Corporation.

**3.03** To create harmonious relationships between the parties hereto, any problems confronting the Union and which are not likely to be the subject of a grievance shall be discussed with the

Department Head. If a settlement satisfactory to the Union is not reached, the Union may so inform in writing the Manager, Human Resources who shall direct the appropriate committee of the Corporation to meet with the Union as soon as mutually convenient.

**3.04** Any employee may view the Corporation's file on such employee upon request to the Department Head .

An employee shall have the right to make copies of any material contained in his/her personnel file. The Corporation agrees to make one copy of any item requested by the employee, at his/her expense.

#### **ARTICLE 4 UNION MEMBERSHIP REQUIREMENT**

**4.01** Within one (1) week of the signing of this Agreement, all employees of the Employer shall, as a condition of employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within six (6) months of employment.

#### **ARTICLE 5 CHECK OFF UNION DUES**

**5.01** The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

**5.02** Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than the 10<sup>th</sup> day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names from whose wages the deductions have been made.

**5.03** At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

#### **ARTICLE 6 NEW EMPLOYEES**

**6.01** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the Condition of employment set out in the articles dealing with Union Membership requirements and Dues Check-off.

**6.02** All new employees shall be presented with a copy of the Agreement by the Corporation on commencement of employment.

#### **ARTICLE 7 CORRESPONDENCE**

**7.01** All correspondence between the parties, arising out of this Agreement or incidental thereof, shall pass to and from the Manager, Human Resources and the Secretary of the Union, with a copy to the National Representative of C.U.P.E., whose name and address from time to time shall be forwarded to the Corporation.

#### **ARTICLE 8 LABOUR MANAGEMENT/NEGOTIATIONS/GRIEVANCE MEETINGS**

**8.01** Any representative of the Union, in the employ of the Corporation, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance or the negotiation of a new agreement held within working hours without loss of remuneration, provided such employee(s) through the President of the Union, first obtains permission from his/her Department Head or authorized representative. Time so spent shall be deemed to be work time.

#### **8.02 Permission to Leave Work**

The Union recognizes that each Steward and Grievance Committee member is employed by the

Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward or Grievance Committee member shall leave his/her work without obtaining the permission of his/her supervisor, which permission shall not be unreasonably withheld. Such time to investigate the grievance shall not be excessive nor abused. The aforementioned time spent investigating disputes and processing grievances shall be considered time worked and shall result in no loss of remuneration of the employees involved.

**8.03 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward or Grievance Committee member shall assist any employee, which the Steward represent, in preparing and presenting his/her grievance in accordance with the grievance procedure. The Employer agrees that the Grievance Committee member shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

**8.04 Labour/Management Committee**

A Labour/Management Committee shall be established consisting of two (2) representatives each from the Bargaining Unit and the Corporation. The parties may identify two (2) alternates whom shall only attend in the absence of the designated representatives.

This committee shall establish a set of guiding principles to take back to their principals for adoption.

**ARTICLE 9 GRIEVANCE PROCEDURE**

**9.01 (a)** The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

**(b)** A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

**9.02** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.

**9.03** Grievance properly arising under this Agreement shall be adjusted and settled as follows:

**(a)** The Department Head, a Representative of the Human Resource Department, the Grievor and a Representative of the Union shall arrange a meeting within four (4) days to discuss the grievance. If a settlement satisfactory to the employee and/or the Union grievance committee is not reached within four (4) days from the parties discussing the grievance (or any longer period which may be mutually agreed upon), the grievance may be presented as follows:

**(b)** If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within four (4) working days after Step Number (a) hereof (or longer period which may be mutually agreed upon), a meeting shall be arranged through the Human Resources Manager with the appropriate committee of council within ten (10) working days and a decision rendered by the appropriate committee of council. At this stage the aggrieved employee may be accompanied by a representative of the Union if his presence is requested by either party.

**(c)** If final settlement of the grievance is not completed within ten (10) working days after deliberations have commenced between the Union Grievance Committee and the appropriate committee of council, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be referred by either party to the Board of Arbitration as provided herein, at any time within

twenty-one (21) days thereafter but not later.

- 9.04** Replies to grievances shall be in writing at all times.
- 9.05** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 9.06** The Corporation shall supply the necessary facilities for the grievance meetings.
- 9.07** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the appropriate Committee of Council for consideration and any prior steps of the Grievance Procedure may be by-passed. The committee of Council shall arrange the meeting and render a decision within ten (10) working days.
- 9.08** The time limits set forth in the grievance Procedure may be extended at any time upon the mutual agreement of the Corporation and the Union.

## **ARTICLE 10 ARBITRATION**

### **10.01 Composition of the Board of Arbitration**

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above and which has not been settled, will be referred to the Board of Arbitration at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement, within five (5) working days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within five (5) working days, the appointment shall be made by the Minister of Labour upon the request of either party, and the said Minister shall nominate a Chairman.

### **10.02 Who may be an Arbitrator**

No person shall be selected as a member of an Arbitration Board who:

- (a) is acting or has, within a period of six (6) months preceding the date of his appointment, acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- (b) has any pecuniary interest in the matters referred to the Board.

### **10.03 Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

### **10.04 Decision of the Board**

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board but if there is no majority, the decision of the Chairman governs, and is binding upon all parties thereto.

### **10.05 Expenses of the Board**

Each party shall pay:

- (a) The fee and expenses of the Arbitrator it appoints.
- (b) One-half (½) of the fees and expenses of the Chairman.

**10.06 Amending of Time Limits**

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

**10.07 Witness**

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

**ARTICLE 11 DISCIPLINE AND DISCHARGE**

**11.01** Any employee (save and except a probationary employee) may be dismissed only for just cause and only upon the authority of the Department Head and/or County Administrator. Such employee and the Union shall be advised promptly in writing by the Department Head and/or County Administrator of the reason(s) for such dismissal.

**11.02** Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee may be immediately reinstated in his former position, without loss of seniority rating, and may be compensated for all time lost at the rate equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

**11.03** If an employer deems it necessary to notify an employee in writing of any expression of dissatisfaction concerning his/her work, a copy of the complaint shall be sent within five (5) working days of the event of the complaint, with a copy to the President of the Union unless the employee requests otherwise.

**11.04** The employee's reply to such complaint of dissatisfaction shall become part of his/her record. The record of an employee shall not be used against him/her at any time after twelve (12) months following the incident, providing the employee has been reprimand and discipline free for the twelve (12) month period.

**ARTICLE 12 SENIORITY**

**12.01 (a)** Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis unless otherwise provided.

**(b)** The following calculations shall be used only in determining accrued seniority status of part-time and casual employees transferring to full-time status. Part-time and casual employees working on a:

32½ hour week schedule	-	1,540 hours	=	1 year
35 hour week schedule	-	1,682 hours	=	1 year
37½ hour week schedule	-	1,776 hours	=	1 year
40 hour week schedule	-	1,896 hours	=	1 year

**(c)** An employee who transfers from full-time status to part-time shall have their seniority status translated to hours based on the formula in Article 12.01(b).

**12.02** The Employer shall maintain a seniority list showing the current classification and the date upon

which each employee's service commenced. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and be posted on all bulletin boards in January and July of each year.

**12.03 (a) Seniority for New Employees**

New employees shall be regarded as probationary employees for the first six (6) calendar months. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of no more than two (2) weeks. Provided such sickness is not work related, in such cases as an absence caused by a work-related sickness which extends beyond two (2) consecutive weeks, the probation period may only be extended by the length of the absence.

**(b) New Part-Time, Temporary, and Seasonal Employees hired after January 1, 1988, shall have their probationary period calculated on the following basis. For employees working on a:**

32½ hour week schedule	-	385 hours
35 hour week schedule	-	420 hours
37½ hour week schedule	-	444 hours
40 hour week schedule	-	474 hours

or six (6) months, whichever occurs last.

**12.04** An employee shall lose all seniority for the following reasons. If such employee:

- (a)** resigns or retires;
- (b)** is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- (c)** is absent from work, without leave of absence for more than two (2) consecutive days, unless, there was reasonable justification for such absence;
- (d)** is laid off and fails to report for work within five (5) calendar days from the receipt of the employer's notice by registered mail to return to work, unless the employee can substantiate that they are unable to return because of sickness and/or accident;
- (e)** is laid off for a period of more than twenty-four (24) consecutive months;
- (f)** is transferred to a position outside the Bargaining Unit and does not return to a position in the Bargaining Unit within twelve (12) consecutive months.

**12.05 Seniority - Transfers to Position Outside the Bargaining Unit**

No employee shall be transferred outside the Bargaining Unit without their consent.

An employee who transfers to a position outside the Bargaining Unit and returns to a position within the Bargaining Unit within twelve (12) consecutive months, shall not be credited with seniority for the period of time spent outside the Bargaining Unit but shall retain the seniority they possessed at the time of transfer from the Bargaining Unit.

It is understood and agreed that such employee shall not be able to transfer into a Bargaining Unit position after twelve (12) consecutive months nor displace any other Bargaining Unit member by transferring back to the Bargaining Unit within the aforementioned time period.

**ARTICLE 13 PROMOTIONS AND STAFF CHANGES**

**13.01 (a)** When filling a vacancy that occurs, or when a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin

board used for the purpose for a period of six (6) working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

- (b) It is agreed and understood that subject to Article 14, temporary vacancies of less than sixty (60) calendar days in duration need not be posted.

The determination to fill such vacancy shall be at the discretion of the Corporation. Subject to Article 13.03, in filling such vacancies, the Employer shall afford employees covered by this Collective Agreement the opportunity to fill such temporary vacancies before hiring any new employees.

**13.02 Such Notice Shall Contain the Following Information**

Nature of position, qualifications, required knowledge and education, skills, hours of work, wage or salary rate or range. Such qualifications and requirements shall be those necessary to perform the job function, which have been agreed upon by the Joint Job Evaluation Committee and contained in the current Job Description. All Job Postings shall state "This position is open to male and female applicants".

- 13.03 (a) In making staff changes, transfers and promotions within the Bargaining Unit, appointments shall be made of the applicant with the greatest seniority who possesses the skill, competence and ability necessary to perform the job. It shall be firstly by Departmental basis, secondly by Bargaining Unit basis.

- (b) The Corporation shall not advertise any Bargaining Unit position outside until such positions are posted internally. Applications from employees within the Bargaining Unit shall have preference for first interview and appointment to the position provided the employee has the qualifications and skills required.

- (c) Should no seniority employees as described in Article 12.03 of the Collective Agreement apply for a job posting, the employees covered by the Collective Agreement with less than six (6) months seniority from their date of hire shall be considered as per Article 13.03 but on the basis of Bargaining Unit seniority only.

**13.04** The successful applicant shall be given a trial period of thirty (30) working days, during which time he/she will receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

**13.05** The Secretary of the Union shall within five (5) working days, be sent a copy of letters given to employees with regards to appointments, hirings, layoffs, transfers, recalls and terminations of employment.

**13.06 Staff Training**

The Corporation shall provide time off with pay, if necessary, for any employee required by the Corporation to write exams in any course that will result in improving the employee's ability to perform his job with the Corporation.

**ARTICLE 14 LAY-OFF AND REHIRING**

**14.01** A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

**14.02**

**Notice of Lay-off**

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks notice in writing or four (4) weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee,
- (e) or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (f) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of his/her employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

- 14.03** (a) Provided that an employee has acquired seniority and the employees affected are of relatively equal skill, competence and ability to perform the work, the last employee hired, shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another, such employee shall be credited with 100 percent of the seniority accumulated by him/her in accordance with the terms of this Agreement.

**(b) Lay-off Procedures**

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

**Option 1:** The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

**Option 2:** The employee can accept lay-off subject to recall rights for a period of twenty-four (24) months as provided for in the Collective Agreement.

- (c) As a result of the lay-off procedure, there shall be no loss in rate of pay where an employee moves into a position in the same band from which they were laid off.

Where an employee moves into a higher rated position, they shall be placed on the grid scale for that position, that which is closest to but not less than their current rate and shall begin to move through the grid from the day of transfer.

Where an employee transfers or is rehired following a lay-off to a lower rated position the employee shall be red-circled and remain at their current rate or rate being paid at time of lay-off until the pay grid for their new position rises through yearly wage increases to become greater than their "red-circled" rate. The employee shall then receive wage increases in accordance with their grid.

- (d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded five (5)

working days in which to advise the Employer of their decision.

**ARTICLE 15 HOURS OF WORK**

**15.01 The Normal Daily Hours of Work Shall be As Follows:**

All those covered by this Collective Agreement except those listed hereafter in this clause, seven (7) hours per day between the hours of 9:00 a.m. and 4:30 p.m., including one-half (½) hour unpaid lunch Monday to Friday.

**Building Maintenance**

All those employees in building Maintenance eight (8) hours per day between the hours of 7:00 a.m. and 8:00 p.m., including one-half (½) hour unpaid lunch - Monday to Friday, with the exception of the Housekeeping/Security person whose hours of work shall be eight (8) hours per day between the hours of 4:00 p.m. and 12:00 midnight with one-half (½) hour unpaid lunch - Monday to Friday.

**Roads Maintenance Department**

All those employed in the Roads Department Maintenance Yard:

1996: Nine and one-half (9½) hours per day between the hours of 7:00 a.m. and 4:30 p.m., including one-half (½) hour unpaid lunch - Monday. Eight and one-half (8½) hours per day between the hours of 7:00 a.m. and 3:30 p.m. including one-half (½) hour unpaid lunch - Tuesday to Friday.

1997: Eight and one-half (8½) hours per day, including one-half (½) hour unpaid lunch Monday to Friday.

**Engineering Technician**

The Engineering Technician employed at the Engineering Department at the Civic Centre, eight (8) hours, between the hours of 8:30 a.m. and 4:30 p.m. including one-half (½) hour unpaid lunch on Monday, seven and one-half (7½) hours between the hours of 9:00 a.m. and 4:30 p.m. including one-half (½) hour unpaid lunch Tuesday to Friday.

**Cafeteria**

All those employed in the Cafeteria up to seven (7) hours per day between the hours of 8:00 a.m. and 3:00 p.m. including one-half (½) hour unpaid lunch - Monday to Friday.

**Landfill #1**

Landfill # 1 hours of operation; from 8:00 a.m. to 4:30 p.m. Monday to Friday and 9:00 a.m. to 12:00 noon on Saturday. The full-time Scale Clerk and Inspector shall work eight (8) hours per day between the hours of 8:30 a.m. and 4:30 p.m. including one-half (½) hour paid lunch Monday to Friday. The part-time Scale Clerk shall work from 9:00 a.m. to 12:00 noon on Saturday.

**Regional Landfill**

**Effective at the opening of the Regional Landfill in June, 1997:**

The Labourer shall work eight (8) hours per day, between the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday and five (5) hours on Saturday between the hours of 8:00 a.m. and 1:00 p.m. All days include one-half (½) hour unpaid lunch break.

The Weighperson and Inspector shall work four (4) nine (9) hour days Monday to Friday, between the hours of 8:00 a.m. and 5:00 p.m., including ½ hour unpaid lunch, and one (1) six (6) hour day Monday to Saturday between the hours of 8:00 a.m. and 2:00 p.m., including ½ hour paid lunch.

### **Landfill #2 (Transfer Station)**

The full-time Scale Clerk shall work eight (8) hours per day between the hours of 8:30 a.m. and 4:30 p.m. Monday to Friday including one-half (½) hour paid lunch. The part-time Scale Clerk shall work three (3) hours on Saturday between the hours of 9:00 a.m. and 12:00 noon.

### **Landfill #3**

The Weighperson and Inspector shall work four (4) nine (9) hour days Monday to Thursday, between the hours of 8:00 a.m. and 5:00 p.m. including one-half (½) hour unpaid lunch, seven (7) hours Friday between the hours of 8:00 a.m. and 3:00 p.m. including one-half (½) hour unpaid lunch, and six (6) hours on Saturday between the hours of 8:00 a.m. and 2:00 p.m. including one-half (½) hour unpaid lunch.

Labourers shall work from 8:00 a.m. to 4:30 p.m. Monday to Friday, and 8:00 a.m. to 1:00 p.m. Saturday, including one-half (½) hour unpaid lunch each day.

### **Home Support**

All those employed in the Home Support facilities, eight and one-half (8½) hours per day between 8:00 a.m. and 5:00 p.m. with one-half (½) hour unpaid lunch. Friendly Visitor, seven (7) hours per day between 9:00 a.m. and 4:00 p.m. with one-half (½) hour unpaid lunch. Crew Chiefs, eight and one-half (8½) hours per day between 8:00 a.m. and 4:30 p.m. with one-half (½) hour unpaid lunch.

### **Day Care**

Those employed at Day Care facilities seven and one-half (7½) hours per day between the hours of 7:00 a.m. and 6:30 p.m. including one-half (½) hour paid lunch - Monday to Friday.

### **Weed Inspector**

Those employed as Weed Inspectors; forty (40) hours per week from approximately May 1<sup>st</sup> through September as may be required.

#### **15.02 Paid Rest Periods**

All employees shall be permitted a ten (10) minute rest period in each shift at mid-morning and mid-afternoon.

#### **15.03 Child Care Centre Call-In Rosters**

The Employer shall post a call-in roster so employees, who at their request, may have their names placed on said roster for call-in purposes. The names of employees shall be placed on the roster in order of seniority, and called on a rotation basis, to provide an equal call-in procedure for each Day Care Centre.

#### **15.04** No part-time or casual employee shall receive less than three (3) hours pay for any shift or part shift worked when called in for work for which they were not scheduled.

### **ARTICLE 16 OVERTIME**

- 16.01 (a)** All time worked before or after the regular daily hours, seven (7) in a day and/or thirty-five (35) hours in a week or on a paid holiday as provided in Article 17, shall be considered overtime. Unpaid lunch breaks are not considered as hours worked. All overtime shall be authorized by the Supervisor or Department Head prior to the working of such hours.
- (b)** For those employees working on a four (4) day or a four and one-half (4½) day schedule forty (40) hour week schedule at the Regional Landfill Site, overtime shall apply after nine (9) hours

per day on a scheduled full day, four (4) hours per day on a scheduled half day, and/or forty (40) hours per week. The above mentioned daily or weekly hours shall be those for which the employee(s) are scheduled. Statutory holidays, sick days, vacation days, and days during approved leaves, shall constitute part of the regularly scheduled work days, provided such days or designated days fall on the employee's regularly scheduled work days.

- 16.02** Overtime worked before or after the regular daily hours or in excess of the regular weekly hours shall be paid for at the rate of time-and-one-half.
- 16.03** All work performed on Sunday shall be at the rate of double time.
- 16.04** If an employee works on Christmas Day or New Year's Day he/she shall be paid at the rate of double time for all hours worked in addition to holiday pay.
- 16.05** Employees required to work more than three (3) hours overtime prior to or immediately following a regular work shift in any day shall be allowed one-half (½) hour for a meal at any time during the said three (3) hour period with no pay deduction thereof.
- 16.06** If an employee is called in to work, the employee shall be guaranteed not less than three (3) hours pay.
- 16.07** An employee who works more than his regular daily hours on a holiday shall be paid double time for all hours in excess of his regular daily hours.
- 16.08** Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate, to a maximum of ten (10) days in any calendar year, at a time mutually agreed upon by the employee and the Employer, prior to October 31 in each calendar year. Should time off not be utilized by October 31, the employee shall be paid out during the month of November, at the appropriate rate at which the banked time was earned.
- 16.09** If practicable, overtime shall be shared equally among employees within a Department or location as appropriate, who are willing and qualified to perform the work.

**ARTICLE 17 PAID HOLIDAYS**

- 17.01 (a)** All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial or County Government.

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ day before Christmas Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holiday	½ day before New Year's Day
Labour Day	Floating Day

The Floating Holiday shall be granted on a first come first serve basis upon a request being submitted two (2) weeks prior to the requested date, but otherwise may be taken at any time throughout the year upon mutual agreement between the Supervisor and/or Department Head and the employee concerned.

- (b)** Payment for holidays shall be an amount equal to the hours for which an employee was scheduled at a regular rate of pay.
- 17.02 (a)** Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time-and-one-half (1½) and shall receive a day off in lieu of that holiday as near as is possible to the actual date on which the said holiday occurred, or if the employee wishes, be paid his/her holiday pay.

- (b) Where a paid holiday falls on an employee's scheduled day off, the next following working day shall be designated as a day off with pay in lieu of said holiday unless mutually agreed otherwise.

**17.03** Part-time employees shall be entitled to holidays as set forth in Article 17.01(a) if they meet either of the following conditions:

- (a) If the employee receives payment for at least six (6) out of twenty-eight (28) working days preceding the holiday.
- (b) If the employee receives payment for the working day either preceding or following the holiday.

The amount to be paid for the holidays as outlined in Article 17.01(a) shall be determined by the average number of hours worked in the qualifying period, or the average hours the employee normally works, whichever is greater.

**ARTICLE 18 VACATIONS**

**18.01 (a)** An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

After one (1) year but less than three (3) years (5 of the 10 vacation days may be taken after six months employment)	10 working days
After three (3) years but less than eight (8) years	15 working days
After eight (8) years but less than fifteen (15) years	20 working days
After fifteen (15) years but less than twenty-two (22) years	25 working days
After twenty-two (22) years and each year after that	30 working days

All vacation entitlement must be utilized prior to the next employment anniversary date unless mutually agreed upon between the employee and his/her Supervisor and/or Department Head.

- (b) For those employees working on a four (4) day of a four and one-half (4½) day schedule, forty (40) hours per week at the Regional Landfill Site, the above schedule shall be interpreted as follows:

Five (5) working days is equivalent to the number of normally scheduled working days which occur during the calendar week in which the employee's vacation is taken. Vacation pay shall be equivalent to the regular pay for the actual hours normally scheduled during the week in which the vacation was taken. Under no circumstances shall total vacation pay equal less than 0.4 percent of current gross income for each day of vacation entitlement as indicated in Article 18.01(a).

**18.02 Holidays During Vacation**

Where a statutory holiday, as defined in Article 17 hereof, occurred during the employee's vacation period such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

**18.03 Vacation Lists**

Vacation lists will be posted no sooner than April 1<sup>st</sup> and no later than April 4<sup>th</sup> in any year and shall remain posted until May 1<sup>st</sup>, and finalized by May 15<sup>th</sup> of each year. Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to May 15<sup>th</sup>. Any conflict with vacation choices that arise by any choice made after May 15<sup>th</sup> shall be decided in favour of the employee first requesting the vacation period over which there may be a conflict. Any choices made after May 15<sup>th</sup>, shall be responded to within fourteen (14) days of the request being made. The vacation list shall provide for an employee to make at least two (2) choices for his vacation.

**18.04** Employees may be permitted to take individual vacation days.

**18.05** Those employees working part-time shall receive vacation on the same basis as determined by Article 18. The payment for such vacation shall be pro-rated to reflect the average weekly hours worked by the employee(s).

**ARTICLE 19 SICK LEAVE PROVISIONS**

**19.01** The Corporation agrees to provide a Short Term Disability (STD) plan without cost to the employee. The benefits of the plan are described in Schedule "B" attached.

**19.02** A Doctor's certificate must be presented to the Administrator after sickness exceeding three (3) days.

**19.03** Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his credit.

**19.04** No employee hired by the Corporation after September 12, 1979, shall be entitled to accumulate sick leave under the terms of this Agreement, for the purpose of a payment for the unused sick leave on termination of employment.

**19.05** Subject to the provision in Article 19.04 herein, all employees with a minimum of five (5) years' service when leaving the employ of the Corporation except for cause, shall be entitled to fifty percent (50%) of the accumulative sick leave credits calculated at his/her rate of pay when leaving such employment with a maximum not to exceed six (6) months in wages.

**19.06** Any employee failing to report to work due to sickness shall notify his/her immediate Supervisor or Department Head no later than thirty (30) minutes after commencement of his/her normal work day.

**19.07** Payment for sick leave shall be calculated to reflect the total number of hours for which an employee is scheduled at a regular rate of pay.

**19.08** Should a part-time employee, due to illness, fail to report for work on a day which he/she was scheduled to work, he/she shall be paid for his scheduled hours of work provided he has accumulated sick leave to his credit.

**ARTICLE 20 LEAVE OF ABSENCE**

**20.01** An employee may be entitled to leave of absence without pay and without loss of accrued seniority when he/she requests such leave for good and sufficient cause. Such request shall be in writing with as much notice as possible, and no request shall be unjustifiably denied.

**20.02** Leaves of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting delegates to any regularly called Union Convention or Seminar. No more than four (4) employees may leave at one time. Two (2) weeks notice shall be given before such leave.

The Employer will continue to pay such employee(s) at the employee's regular rate of pay and the Union will reimburse the Employer for such wages.

- 20.03** An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted a leave of absence without pay for a maximum period of two (2) years.
- 20.04** Where leave of absence is granted without pay in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence without pay in excess of thirty (30) days, such employee may at their option continue payment of any fringe benefits to which they may be entitled under this Agreement. All requests for leave in excess of thirty (30) days must be approved by County Council. Denial by County Council shall be subject to the grievance and arbitration process of the Collective Agreement.
- 20.05** (a) An employee shall be granted up to five (5) regularly scheduled work days leave between the time of death and the date of the funeral without loss of salary or wages in the case of the death of a wife, husband, child or step-child.
- (b) An employee shall be granted up to three (3) regularly scheduled work days leave between the time of death and the date of the funeral without loss of salary or wages in the case of the death of a parent, brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, spousal partner as defined in the Employer Health Plan, or any relative who has been residing in the same household of the employee. If the burial occurs more than 500km from the County of Essex and the employee attends the burial, the employee shall be granted five (5) consecutive days leave without loss of salary or wages.
- 20.06** An employee requested to be pallbearer at the funeral on one (1) of his regularly scheduled work days, shall be granted that day off without loss of salary or wages.
- 20.07** An employee shall be granted one (1) regularly scheduled work day leave without loss of salary or wages to attend the funeral of an uncle, aunt, niece or nephew.
- 20.08** An employee shall be allowed a maximum of one-half (½) day off without loss of salary or wages to attend the funeral of a close friend, providing such absence has been approved by the Department Head and providing the funeral is held on a work day.
- 20.09** The Corporation shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Corporation shall pay such employee the difference between his/her normal earnings and the payment he/she receives for jury service or witness fees, excluding payment for travelling, meals or other expenses. The employee will present proof of service and amount of pay received.
- 20.10** **Time off for Elections**  
Employees shall be allowed four (4) consecutive hours off without loss of pay before the closing of the polls in any federal, provincial, or municipal election or referendum.
- 20.11** Payment for leaves with pay shall be calculated to reflect the total number of hours for which an employee is scheduled at a regular rate of pay.
- 20.12** The Union President, or the Sub-Unit Grievance Chairperson, or the Union Secretary, shall be granted the last one-half (½) hour of each working day, with no loss in pay, or where mutually agreed its equivalent, to attend to Union matters.

## **ARTICLE 21 MATERNITY AND ADOPTION LEAVE**

- 21.01** Maternity Leave shall be granted in compliance with the Employment Standards Act R.S.O. 1980 Chapter 137 except as amended herein.

- 21.02** Maternity Leave may cover a period up to six (6) months in length. During this period an employee's seniority shall continue to accumulate.
- 21.03** The Employer shall continue to pay the premiums payable by the Employer to maintain those benefits in which the employee is currently enrolled for a period of six (6) months.
- 21.04** Any pregnant employee working with a VDT (Video Display Terminal) shall be offered alternate employment during the term of pregnancy. She shall suffer no reduction in rate of pay or benefits because of such a transfer.
- 21.05** On return from maternity leave an employee shall have the right to return to her former position. Such employee shall, thirty (30) days prior to the expiry of such leave, confirm their intention to return to work or extend their leave as applicable.
- 21.06** **Adoption Leave**  
An employee qualifying for Unemployment Insurance Commission Adoption Benefits shall be entitled to an Adoption Leave of Absence of up to six (6) months in duration. It is understood and agreed that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of the employee to notify the Administrator at least thirty (30) days prior to the date upon which he/she is to return to work, confirming their intention to return.

**ARTICLE 22** **CLASSIFICATION & RECLASSIFICATION**

**22.01 (a) Changes in Classification**

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

- (b)** The employer agrees to not change any classification title until it has been posted for seven (7) calendar days, and the Union receives written notification of the change.

**ARTICLE 23** **TECHNOLOGICAL CHANGE**

- 23.01** Where the introduction of technological change or new methods of operation will displace (or result in lay-off) any employee, the Employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implication with the Union before putting such technological change or new method of operation in place. The Corporation will make every effort to retrain or to provide alternative employment for such employees.
- 23.02** The Union shall have input on ergonomic suitability of work stations.
- 23.03** Each Video Display Terminal (VDT) now in service with the County of Essex and its Bargaining Unit C.U.P.E. Local 2974.1 shall be inspected for radiation emission, both ionizing and non-ionizing. The results of this inspection shall be given to the members of the Health and Safety Committee for management, and to the Union.

**ARTICLE 24** **PAYMENT OF WAGES**

**24.01 Pay Days**

The Corporation shall pay salaries and wages every two (2) weeks. Each remittance slip for each employee shall contain itemized calculations of his/her wages and deductions. The salaries and

wages shall be paid in accordance with the salary grid in Schedule A of this Agreement. Employees shall advance through the Salary Grid on the anniversary of the date upon which they were hired by the Employer with new rates effective from said date.

**24.02 Automobile Allowances**

Every employee who is requested or required to provide his own automobile for purposes of the Corporation shall be paid a monthly allowance on all mileage in performance of work for the Corporation from the first to the last day of the month, calculated at the rate of not less than thirty (30) cents per kilometer.

**24.03 Vacation Pay**

If requested, employees shall receive on the last pay preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation. Request must be made at least one week prior to commencement of their vacation.

**24.04 (a) Higher Ranking Pay**

Where any employee is at the request of the Supervisor or Department Head required to perform the duties of a higher ranking position, such employee shall be paid at the rate on the gridline of the higher ranking position that provides an increase. To be eligible for such higher ranking pay, the employee must perform such duty for a period of one (1) day.

(b) If an employee is promoted to a higher ranking position such employee shall be paid the appropriate wage grid value which shall be next above the employee's present rate. Such employee shall proceed through the new wage grid in accordance with the employee's anniversary date in the new position. All wage adjustments will be effective from said date.

**24.05 (a) Longevity Pay**

In recognition of the principle that a long service employee is of increased value to the Employer through his/her acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$ 70.00
After ten (10) years of service	\$140.00
After fifteen (15) years of service	\$210.00
After twenty (20) years of service	\$280.00
After twenty-five (25) years of service	\$350.00

This Long Service Pay shall be paid on the payroll immediately preceding November 30<sup>th</sup> of each year. On severance or retirement an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30<sup>th</sup> to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

(b) Part-time employees who have completed five (5) calendar years of employment shall receive longevity pay on a pro-rata basis. This pro-rating shall reflect the average weekly hours worked by the employee in the last five (5) years of service, and shall be due by December 20<sup>th</sup> each year.

**e.g.** If an employee works three (3) six and one-half (6½) hour days work per week, their longevity pay would be:

$$\frac{19\frac{1}{2}}{32\frac{1}{2}} \times \text{appropriate amount of longevity pay}$$

It is further agreed and understood that should a part-time employee who was eligible for longevity pay become a full-time employee, but their adjusted seniority equates to less than five (5) years, such employee shall continue to receive a pro-rated longevity pay until such time as the adjusted seniority date equates to the appropriate longevity pay increment.

**24.06** Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

**ARTICLE 25 WORKERS' COMPENSATION AWARD**

**25.01** Any employee prevented from performing his/her regular work with the Corporation on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of the Workplace Safety and Insurance Act, and has accumulative sick leave credits, shall receive a full salary from the Corporation. One and one half (1 ½) out of every ten (10) days of absence of said employee shall be deducted from the employee's sick leave. Any monies received by the employee from the Compensation Board shall be paid directly to the Corporation.

**ARTICLE 26 CLOTHING**

**26.01** A clothing allowance shall be paid by separate cheque on the first full pay in January of each year in accordance with the following schedule:

Cafeteria Worker	\$ 55.00
Draftsperson-Inspector	\$ 80.00
Design Engineer	\$ 60.00
Home Support Crew Chief	\$100.00
Building Maintenance Staff	\$115.00
Surveyor	\$170.00
Engineering Technician	\$170.00

Landfill Scale Operators shall receive an issue of uniform clothing, minimum value \$150.00 on or before May 1<sup>st</sup> of each year.

Landfill Inspectors, Landfill Technician, and Landfill Labourers shall receive an issue of clothing, minimum value \$150.00 on May 1<sup>st</sup> and October 1<sup>st</sup> of each year.

All permanent employees who are required to wear safety footwear in accordance with the Employer's Policy or the Health and Safety Act shall receive an allowance of \$50.00. This allowance shall be paid during the first full pay period in January of each year, in addition to any clothing allowance or issue that an employee may receive.

**26.02** The following will be supplied:

Day Care Staff	Six (6) smocks at each centre
Print Shop Staff	Apron

**ARTICLE 27 STRIKES AND LOCKOUTS**

**27.01** In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievance, the Union agrees that during the life of this Agreement, there will be no strike, picketing, resulting in a slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

**ARTICLE 28 JOB SECURITY**

**28.01 (a) Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

**28.01 (b)** Subject to 28.02, no permanent full-time member of the Bargaining Unit in the employ of the Corporation as of the first day of January 1995, shall be laid off during the term of the Contract as a result of the Corporation contracting out all, or in part, work then being performed by such member.

**28.02** Temporary projects funded primarily by Government grants shall be subject to Article 28.01 as far as practicable to do so. Should the funding problems arise to the extent that the program is in jeopardy of continuing, then the County will enter into discussion with the Union to seek acceptable alternatives to contracting out of the service being performed.

**28.03** Any employees affected by contracting out shall be entitled to all provisions of this Collective Agreement including seniority and lay-off rights.

**ARTICLE 29 GENERAL CONDITIONS**

**29.01** The Corporation will provide, in each Department, bulletin boards for the use of employees.

**29.02** Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

**29.03** All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement but may be modified by mutual agreement between the Corporation and the Union.

**29.04** The Corporation and the employees will cooperate to ensure adequate safety and health condition for all employees of the County.

**29.05 Copies of Agreement**

The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason the Corporation shall print the Agreement within thirty (30) days of signing and make available a copy for each employee.

**ARTICLE 30 WELFARE BENEFITS**

**30.01** Present benefits to be maintained at present levels of coverage and service. The Corporation agrees to pay the premium cost of the benefits set out in Article 30.01(a), (b), (c), (f), and (g).

(a) Benefits provided through Mutual Life Insurance Company and referred to as Extended Health Benefits include:

- Drug Expenses (\$3.00 dollar)
- Vision Care (\$100.00 dollars)
- Supplementary Hospital Expenses
- Supplementary Health Care Expenses and Dental Expenses

(b) Benefits provided through Mutual Life Insurance Company and referred to as Insurance Benefits include:

- Life Insurance (1x salary)
- Long Term Disability Insurance (662/3)% up to \$2,500 a month)

(c) Short Term Disability - employer funded plan (see Article 19)

(d) O.M.E.R.S.

(e) Optional Life Insurance (available by payroll deduction)

(f) Benefit Coverage for Early Retirees - The Corporation will pay full benefits as referred

to in Article 30.01(a) with the exception of Long Term Disability Insurance, Short Term Disability Insurance, Life Insurance and O.M.E.R.S. for those employees who are eligible for an unreduced pension under O.M.E.R.S. ninety (90) point factor or thirty (30) years of service from the date of their retirement to age sixty-five (65).

- (g) **NOTE:** Provision for thirty (30) year condition is not effective until January 1, 1993  
Benefit Coverage for Dependent Spouse and children - The spouse and dependents of any deceased employee having attained a minimum of fifteen (15) years seniority will be entitled to coverage of health benefits until the spouse reaches age sixty-five(65) or until he or she remarries.

A detailed description of these benefits is contained in a manual especially prepared by the Insurer and will be provided to the employee under separate cover.

**ARTICLE 31 TERMINATION**

**31.01** This Agreement shall continue in full force and effect up to and including the 31<sup>st</sup> day of March, 2000. Unless either party notified the other in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiration of this Agreement that it desires to amend this Agreement, this Agreement will continue to remain in effect from year to year.

**31.02** In the event of such notification being given as to the amendment of this Agreement and no settlement is reached prior to the expiration of this Collective Agreement, the procedures as outlined by the Ontario Labour Relations Act shall apply.

**31.03** This Agreement may be extended for a specified period by mutual agreement of the parties.

**IN WITNESS WHEREOF** the said Corporation has hereunto affixed its Corporate Seal duly attested by its proper officers in that behalf, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

**THE CORPORATION OF THE COUNTY OF ESSEX**

PER \_\_\_\_\_  
WARDEN

\_\_\_\_\_  
CLERK

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2974.1**

PER \_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
VICE-PRESIDENT

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RECORDING SECRETARY

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REPRESENTATIVE

**LETTER OF UNDERSTANDING**

between

**THE CORPORATION OF THE COUNTY OF ESSEX**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1**

It is agreed and understood at this time the position of Home Support Labourers shall remain outside the scope of the Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**between**

**THE CORPORATION OF THE COUNTY OF ESSEX**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1**

**RE: GOVERNMENT OR MAKE-WORK EMPLOYEES**

The parties noted above, agree that the following provisions shall be applied with respect to Government Grant and/or Job creation Programs. It is understood and agreed that any or all said provisions may be amended for a specific project or program without prejudice or precedent where the parties agree that such amendments are appropriate.

- 1) The Employer agrees to provide the Union with a copy of all applications for Government Grant or Job Creation Projects at the time such applications are made.
- 2) The Union agrees to endorse applications which meet the terms and conditions of this Letter of Understanding and will notify the Employer within ten (10) days of receipt of application which the Union does not feel meet these terms and conditions.
- 3) New employees hired solely for the purpose of a Government Grant or Job Creation Project shall receive, in regards to benefits, statutory benefits only. (e.g. vacations, paid holidays)
- 4) Rates of Pay shall be in accordance with Schedule "A" or as established by mutual agreement between the Union and the Employer.
- 5) Hours of work shall be as set out in the program application.
- 6) **OVERTIME:** No overtime will be permitted for any worker in the program.
- 7) **JOB POSTINGS:** Applicants from employees on Government Grant or Job Creation Projects shall not be considered until after any applications from employees with seniority.
- 8) **LAY OFFS:** As workers hired for a definite term on a specific project, the provisions of Section 40(1) and (2) of the Employment Standards Act shall not apply to new employees hired solely for the purpose of a Government Grant or Job Creation Project.
- 9) **DURATION OF EMPLOYMENT:** No Government Grant or Job Creation Project employee shall be employed for more than six (6) consecutive months without the agreement of the Union. Where the Union agrees to a term of employment longer than six (6) months, seniority shall not be acquired unless specifically provided for in such agreement.
- 10) **UNION MEMBERSHIP DUES AND ORIENTATION:** In accordance with the provisions of the Collective Agreement, the Employer shall acquaint new employees of the fact that a Union Agreement is in effect and the conditions of employment as set out in said Agreement and this letter.
- 11) **JOB SECURITY:** Government Grant and Job Creation employees shall be laid off prior to employees with seniority and no new Government Grant or Job Creation employees will be hired while any employee with seniority is on lay-off.

- 12) It is agreed that in the event that a laid-off employee or an employee about to be laid off does not wish to work on a current and/or future project or is deemed by the Employer and the Union to be non suited for the work involved in said project, the provisions of sub-section 11 shall not apply with respect to such employee.
- 13) Copies of all Grant Applications and correspondence related thereto shall be processed in accordance with Article 7.01 of the Collective Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

between

**THE CORPORATION OF THE COUNTY OF ESSEX**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1**

**RE: PAY EQUITY MAINTENANCE COMMITTEE**

No Union employee shall suffer any loss of wages, seniority or benefits by reason of the time spent as a Union appointment to any committee involved in the Pay Equity Maintenance program.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE EMPLOYER

FOR THE UNION

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**CORPORATION OF THE COUNTY OF ESSEX**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1**

**LETTER OF UNDERSTANDING**

**Direct Deposit Payroll Administration**

In order to implement a Direct Deposit Payroll system, the Employer finds it necessary to adjust the existing pay days to achieve a uniform, employer-wide standard date. The parties agree to alter the present pay day schedule by one week, and to effect a uniform one week holdback for each and every employee.

Those employees who presently are paid currently to date (salaried employees): the Employer will implement a holdback on one weeks' pay. The Employer agrees to pay each existing employee a one-time lump sum payment equivalent to one week's pay, to be recovered upon the employee leaving the employ of the Corporation.

Those currently under one week holdback (hourly rated employees, and those employed in child Care Centres): the Employer agrees to issue an interim one week pay cheque prior to implementation of the Direct Deposit System

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING**

**Between**

**THE CORPORATION OF THE COUNTY OF ESSEX**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2974.1**

**RE: SHORT TERM DISABILITY PLAN**

The Parties agree that the following provisions shall be applied in conjunction with the Short Term Disability Plan (Schedule "B") and Article 19.

- a) The Employer shall automatically deduct a sick day from the employees' bank for the first day of absence unless otherwise notified at the time of the call-in.
- b) Hospitalization shall be defined as that in which an employee is admitted into a hospital or receives any treatment recommended by a doctor which may only be performed in a hospital.
- c) Upon an employee submitting a Doctor's Certificate, the Employer shall reimburse the employee for the cost of such certificate within fourteen (14) calendar days.
- d) In the event an employee returns to active work from Short Term Disability, and experiences a recurrence of the same original claim, on-going treatment or testing as a result must again return to Short Term disability, such return to Short Term Disability will be considered to be a continuance of the original claim.
- e) Should there be a changed circumstance in the delivery of treatment currently provided in hospitals either party may serve notice to re-negotiate the definition of hospitalization.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

FOR THE EMPLOYER

FOR THE UNION

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**SCHEDULE A**  
**Effective April 1, 1998**

Band	Points	Aug. 1990 Memorandum		Classification	Low	Mid-Low	Mid	Mid-High	High
		Band							
				<b>Job Rate</b>	23.12	24.47	25.82	27.17	28.52
1	687	2		Adult Protective Services Worker					
	684		**	ECE Resource Teacher					
	684	1		Design Engineer					
	683	2		Parental Support Worker					
	683	6	***	Landfill Technician (Controller)					
				<b>Job Rate</b>	22.31	23.61	24.91	26.21	27.50
2	671	2		GWA Fieldworker					
	665	3		Computer Operator, Finance					
	663	3		Waste Reduction Specialist					
	656			Budget/Financial Analyst					
	656			Ontario Works Agent					
	651	2		Eligibility Review Officer					
				<b>Job Rate</b>	21.50	22.75	24.00	25.24	26.49
3	640			Budget Analyst					
	637	3	*	Engineering Technician					
	637	3		Recycling Specialist					
	636	10	**	Early Childhood Educator II					
	627			Home Visitor, Home Support					
	626			Financial Analyst					
	621	3		Field Worker					
				<b>Job Rate</b>	20.69	21.89	23.09	24.28	25.48
4	607	6		Secretary, Landfill					
	606	4		Employment Counsellor (Mun)					
	606	4		Work Activity Field Worker					
	606	4		Employment Counsellor (Life Skills)					
	606	12	**	Early Childhood Educator 1					
	605	4		Planner II					
	605	4		Job Developer					
	593			Community Relations Coordinator					
	591	5		Bridge Inspector					
				<b>Job Rate</b>	19.88	21.03	22.17	23.32	24.46
5	588			Emergency Measures Planner					
	587	5		Cartographer II					
	587	5		Public Consultation Coordinator					
	569	5		Key Terminal Computer Operator					
	560	5		Job Developer, ESI					
				<b>Job Rate</b>	19.07	20.17	21.26	22.36	23.45
6	559			Children's Services Placement Worker					
	558	5		Surveyor					
	554	5		Draftsperson					
	540	5		Accounting Clerk B, EWSWA					
				<b>Job Rate</b>	18.26	19.31	20.35	21.39	22.44
7	528	7		Co-Location Worker					
	527	7		Cartographer I					
	522			Home Visitor, Home Support					
	519	7		Clerk Bookkeeper II, Finance/Payroll					
	515			Local System Support/Key Terminal Op.					
	513			Programme Assistant Special Projects					
	509	9		Relief Weighperson/Inspector					
	506			Administrative Assistant, EWSWA					

502 7 Clerk Bookkeeper 11 Engineering/Roads

**SCHEDULE A**  
**Effective April 1, 1998**

<b>Band</b>	<b>Points</b>	<b>Aug. 1990 Memo Band</b>	<b>Classification</b>	<b>Low</b>	<b>Mid-Low</b>	<b>Mid</b>	<b>Mid-High</b>	<b>High</b>
			<b>Job Rate</b>	17.45	18.45	19.44	20.43	21.43
8	493		Clerk Bookkeeper, Home Support					
	490		Accounting Clerk A, EWSWA					
	490	8	Clerk Bookkeeper II, Finance					
	489	8	Clerk Bookkeeper I, Finance					
	478	8	Clerical Support, Social Services					
	475	8	Secretary, Social Services/WAP					
	474	17	Crew Chief, Home Support					
	472	8	Secretary, Planning					
			<b>Job Rate</b>	16.64	17.58	18.53	19.47	20.41
9	469	9	Clerk Typist, EWSWA					
	466	9	*** Landfill Inspector					
	464	9	Switchboard Reception, Social Services					
	463	9	Intake Worker, Special Assistance					
	463	9	Intake Worker					
	463		Case Aide/Intake Worker					
	461	9	Data Centre Assistant					
	459	9	*** Weighperson					
	457	9	Case Aide					
	457	9	Secretary, Waste Management					
	446	9	Secretary, APSW					
	443	9	Secretary, Engineering					
	442	9	*** Clerk Bookkeeper, Roads Main.					
	441	13	** Cook, Child Care Centre					
			Secretary, Finance/Planning					
			<b>Job Rate</b>	15.83	16.72	17.62	18.51	19.40
10	432	10	Clerical Support, Child Care					
	427	15	Switchboard/Receptionist, HR					
	422	10	Clerk Typist, Planning					
			<b>Job Rate</b>	15.02	15.86	16.70	17.55	18.39
11	407		*** Labourer II, Landfill					
	404	11	** Maintenance Person II					
			** Maintenance Person - Leadhand					
	388		Friendly Visitor, Home Support					
	381	12	** Cook/Early Childhood Educator					
			<b>Job Rate</b>	14.21	15.00	15.79	16.58	17.37
12	366	13	Offset Operator, Switchboard Op.					
	356	15	*** Labourer 1, Landfill					
	354	15	Weed Inspector					
	351		Clerk Typist PT, Landfill					
			<b>Job Rate</b>	13.40	14.14	14.88	15.62	16.36
13	334	14	** Maintenance Person I					
	321	15	Cafeteria Worker					
			<b>Job Rate</b>	12.59	13.28	13.97	14.66	15.35
14	304	16	** Housekeeping/Security					

Part time employees advance to next step grid value upon accumulation of 1 years' service, as per Article 12.01 (b).

Students receive 75% of low grid value.

Shift Premium: Housekeeping Security Person = \$0.35 per hour for shift worked after 4:00 p.m.

Weekly hours of work: 32.5 35.5\* 37.5\*\* 40.0\*\*\*

**NOTE:** Some individuals may be paid a rate different than the Job Rate for their position, on a present incumbent only basis.

**SCHEDULE A**  
**Effective April 1, 1999**

Aug. 1990 Memorandum									
Band	Points	Band	Classification	Low	Mid-Low	Mid	Mid-High	High	
			<b>Job Rate</b>	23.57	24.92	26.27	27.62	28.97	
1	687	2	Adult Protective Services Worker						
	684		** ECE Resource Teacher						
	684	1	Design Engineer						
	683	2	Parental Support Worker						
	683	6	*** Landfill Technician (Controller)						
			<b>Job Rate</b>	22.76	24.06	25.36	26.66	27.95	
2	671	2	GWA Fieldworker						
	665	3	Computer Operator, Finance						
	663	3	Waste Reduction Specialist						
	656		Budget/Financial Analyst						
	656		Ontario Works Agent						
	651	2	Eligibility Review Officer						
			<b>Job Rate</b>	21.95	23.20	24.45	25.69	26.94	
3	640		Budget Analyst						
	637	3	* Engineering Technician						
	637	3	Recycling Specialist						
	636	10	** Early Childhood Educator II						
	627		Home Visitor, Home Support						
	626		Financial Analyst						
	621	3	Field Worker						
			<b>Job Rate</b>	21.14	22.34	23.54	24.73	25.93	
4	607	6	Secretary, Landfill						
	606	4	Employment Counsellor (Mun)						
	606	4	Work Activity Field Worker						
	606	4	Employment Counsellor (Life Skills)						
	606	12	** Early Childhood Educator 1						
	605	4	Planner II						
	605	4	Job Developer						
	593		Community Relations Coordinator						
	591	5	Bridge Inspector						
			<b>Job Rate</b>	20.33	21.48	22.62	23.77	24.91	
5	588		Emergency Measures Planner						
	587	5	Cartographer II						
	587	5	Public Consultation Coordinator						
	569	5	Key Terminal Computer Operator						
	560	5	Job Developer, ESI						
			<b>Job Rate</b>	19.52	20.62	21.71	22.81	23.90	
6	559		Children's Services Placement Worker						
	558	5	Surveyor						
	554	5	Draftsperson						
	540	5	Accounting Clerk B, EWSWA						
			<b>Job Rate</b>	18.71	19.76	20.80	21.84	22.89	
7	528	7	Co-Location Worker						
	527	7	Cartographer I						
	522		Home Visitor, Home Support						
	519	7	Clerk Bookkeeper II, Finance/Payroll						
	515		Local System Support/Key Terminal Op.						
	513		Programme Assistant Special Projects						
	509	9	Relief Weighperson/Inspector						

506

Administrative Assistant,  
EWSWA

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Clerk Bookkeeper 11 Engineering/Roads

**SCHEDULE A**  
**Effective April 1, 1999**

<b>Band</b>	<b>Points</b>	<b>Aug. 1990 Memo Band</b>	<b>Classification</b>	<b>Low</b>	<b>Mid-Low</b>	<b>Mid</b>	<b>Mid-High</b>	<b>High</b>
			<b>Job Rate</b>	17.90	18.90	19.89	20.88	21.88
8	493		Clerk Bookkeeper, Home Support					
	490		Accounting Clerk A, EWSWA					
	490	8	Clerk Bookkeeper II, Finance					
	489	8	Clerk Bookkeeper I, Finance					
	478	8	Clerical Support, Social Services					
	475	8	Secretary, Social Services/WAP					
	474	17	Crew Chief, Home Support					
	472	8	Secretary, Planning					
			<b>Job Rate</b>	17.09	18.03	18.98	19.92	20.86
9	469	9	Clerk Typist, EWSWA					
	466	9	*** Landfill Inspector					
	464	9	Switchboard Reception, Social Services					
	463	9	Intake Worker, Special Assistance					
	463	9	Intake Worker					
	463		Case Aide/Intake Worker					
	461	9	Data Centre Assistant					
	459	9	*** Weighperson					
	457	9	Case Aide					
	457	9	Secretary, Waste Management					
	446	9	Secretary, APSW					
	443	9	Secretary, Engineering					
	442	9	*** Clerk Bookkeeper, Roads Main.					
	441	13	** Cook, Child Care Centre					
			Secretary, Finance/Planning					
			<b>Job Rate</b>	16.28	17.17	18.07	18.96	19.85
10	432	10	Clerical Support, Child Care					
	427	15	Switchboard/Receptionist, HR					
	422	10	Clerk Typist, Planning					
			<b>Job Rate</b>	15.47	16.31	17.15	18.00	18.84
11	407		*** Labourer II, Landfill					
	404	11	** Maintenance Person II					
			** Maintenance Person - Leadhand					
	388		Friendly Visitor, Home Support					
	381	12	** Cook/Early Childhood Educator					
			<b>Job Rate</b>	14.66	15.45	16.24	17.03	17.82
12	366	13	Offset Operator, Switchboard Op.					
	356	15	*** Labourer 1, Landfill					
	354	15	Weed Inspector					
	351		Clerk Typist PT, Landfill					
			<b>Job Rate</b>	13.85	14.59	15.33	16.07	16.81
13	334	14	** Maintenance Person I					
	321	15	Cafeteria Worker					
			<b>Job Rate</b>	13.04	13.73	14.42	15.11	15.80
14	304	16	** Housekeeping/Security					

Part time employees advance to next step grid value upon accumulation of 1 years' service, as per Article 12.01 (b).

Students receive 75% of low grid value.

Shift Premium: Housekeeping Security Person = \$0.35 per hour for shift worked after 4:00 p.m.

Weekly hours of work: 32.5 35.5\* 37.5\*\* 40.0\*\*\*

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**NOTE:** Some individuals may be paid a rate different than the Job Rate for their position, on a present incumbent only basis.

**SCHEDULE "B"**

**Short Term Disability Plan**

Six (6) months but less than two (2) years	-	2 weeks @ 100%	13 weeks @ 66 2/3%
Two (2) years but less than four (4) years	-	4 weeks @ 100%	11 weeks @ 66 2/3%
Four (4) years but less than six (6) years	-	6 weeks @ 100%	9 weeks @ 66 2/3%
Six (6) years but less than eight (8) years	-	8 weeks @ 100%	7 weeks @ 66 2/3%
Eight (8) years but less than ten (10) years	-	10 weeks @ 100%	5 weeks @ 66 2/3%
Ten (10) years service but less than twelve (12) years	-	12 weeks @ 100%	3 weeks @ 66 2/3%
Twelve (12) years and beyond	-	15 weeks @ 100%	

Benefit will be paid on the first (1<sup>st</sup>) day of hospitalization, on first (1<sup>st</sup>) day of accident and on the second (2<sup>nd</sup>) day of illness.

Benefit levels will be determined by the employee's length of service with the corporation. Service for all employees shall be based upon date of hire.

Earnings are those in effect on the last day the employee was actively at work. For full-time employees, earnings mean the usual straight time earnings of the employee. For part-time employees, earnings will be based on scheduled time lost.

Benefits are payable for up to fifteen (15) calendar weeks for each separate claim based on the periodic medical certification the employee's doctor provides the Corporation.

If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be required to fully refund the Corporation for the benefit paid by the Corporation to the employee upon settlement. The employee will be required to sign an undertaking to reimburse the Corporation. Reimbursement is required when the amount of benefit paid, together with the amount recovered from the third party for lost income, equals or exceeds 100% of the benefit paid by the Corporation.

The Corporation will pay the cost of this Short Term Disability plan. The Corporation further agrees that it will pay the cost of a doctor's certificate required to qualify for the Short Term Disability Plan and any subsequent certificates as may be required from time to time.

In the event of illness of an employee while performing a job of higher classification the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

Current sick leave banks may be applied until depleted to cover any waiting period and to top up any partial benefit to 100%.

Employees employed prior to September 12, 1979, shall retain their right to a payment for unused sick leave credits upon retirement provided such payment does not exceed fifty percent (50%) of the accumulated sick credits calculated at the rate in effect when leaving, the maximum not to exceed six (6) months wages.