

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE COUNTY OF SIMCOE
SOCIAL AND COMMUNITY SERVICES DIVISION

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5820.00

DURATION: January 1, 2024 - December 31, 2026

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THIS AGREEMENT MADE AND ENTERED INTO THIS 16th DAY OF August 2024

BETWEEN:

**THE COUNTY OF SIMCOE SOCIAL AND COMMUNITY
SERVICES DIVISION**

(hereinafter referred to as the “**Employer**”)

OF THE FIRST PART

- and –

**THE CANADIAN UNION OF PUBLIC EMPLOYEES and its
LOCAL 5820.00**

(hereinafter referred to as the “**Union**”)

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01** The purpose of this Agreement is to establish mutually satisfactory relations between the Employer and its employees, to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02** It is agreed by the parties hereto that every covenant, proviso and agreement shall ensure to the benefit of and be binding upon the parties hereto, and their assigns, and that all covenants herein shall be construed as being joint and several and that when the context so requires or permits the singular number shall read as if the plural were expressed.

ARTICLE 2 - SCOPE

- 2.01** This Agreement shall apply to all employees of the Employer save and except Administrative Assistants, Supervisors, persons above the rank of Supervisor and students employed during the school vacation period.
- 2.02** When a new position is established and the Employer makes a determination whether the new position is to be included or excluded from the scope of the agreement, the Employer will advise the Union in writing of same. If the Union challenges the Employer’s decision, the Union shall have the right to request a meeting with the Employer to endeavour to resolve this matter. Such request will be made within five (5) days after the receipt of notice from the Employer, and the parties shall then meet within five (5) days thereafter to consider the matter. If the parties are unable to agree, the dispute concerning the new position may be submitted to arbitration as provided in the Agreement within five (5) days of such meeting.

ARTICLE 3 - UNION RECOGNITION AND SECURITY

3.01 The Employer hereby recognizes the Union as the sole collective bargaining agent for all employees covered by Article 2. Scope in respect to hours of work, wages and all other conditions pertaining to the employees covered by this Agreement.

3.02 Persons whose jobs are not in the bargaining unit shall not perform duties presently assigned to bargaining unit employees, except for the purpose of training or in emergencies, when regular employees are not available.

3.03 It is agreed and understood by the parties hereto that there shall be a compulsory check-off of certified Union Dues from all employees who fall within the scope of this Agreement, on the first pay period following the completion of fourteen (14) calendar days of employment. Such deductions shall continue each month thereafter during the employee's employment. Union dues deduction will appear on the employee's T4 slip.

The Employer shall advise the Local's Secretary-Treasurer when an employee is on W.S.I.B. or an extended leave which shall include STD once approved by the carrier, LTD, Pregnancy/Parental Leave.

3.04 Such deductions shall be forwarded to the Secretary-Treasurer of the Union at the National Headquarters not later than the fifteenth day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made.

3.05 No other contracts, written or oral, shall be entered into between the Employer or any of its designated representatives and employees covered by this Agreement on matters relative to hours of work, wages, and working conditions, promotions or any other conditions affecting the welfare of the employees in general.

3.06 All present members, and future employees whose positions come within the bargaining unit 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.

3.07 In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee unless any affected permanent employee in a permanent position is offered alternative employment within either Local 5820.00 or Local 5820.01.

3.08 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to their Union Steward or Representative. An Officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and their responsibilities and obligations to the Employer and the Union.

3.09 A copy of all correspondence between the parties arising out of this Agreement or incidental thereto shall be forwarded to the designated Union Executive via email.

3.10 Labour Management Committee

a) Establishment of Committee

A Labour Management Committee shall be established consisting of a maximum of three (3) representatives of the Union and a maximum of three (3) representatives of the Employer. Not less than two (2) representatives from each party shall constitute a quorum. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and to discuss matters that arise from time to time.

(b) Function of Committee

The Committee shall concern itself with the following general matters:

- a. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and employees.
- b. Improving and extending services to the public.
- c. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- d. Correcting conditions causing grievances and misunderstandings.

(c) Meetings of Committee

The Committee shall endeavour to meet once every other month at a mutually agreeable time and place. Its members shall receive an agenda for the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

(d) Chairperson of the Meeting

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

(e) Minutes of Meeting

Minutes of each meeting of the Committee shall be taken by the Secretary of the Committee. The Secretary will be given time during working hours to type the minutes and prepare the agenda for the upcoming meeting. Agenda items are to be in the hands of the Secretary not later than four (4) working days in advance of the meeting and agendas shall be distributed not less than two (2) working days in advance of the meeting.

(f) Jurisdiction of Committee

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

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

ARTICLE 4 - RESPONSIBILITY OF EMPLOYEES

4.01 It shall be the responsibility of each employee to update the Employee Self-Serve process within five (5) calendar days of any change in their address or telephone number, marital status or dependents. All employees are encouraged to abide by Occupational Health & Safety legislation and the policies and procedures of the County of Simcoe Health & Safety program.

ARTICLE 5 - EMPLOYER RIGHTS

5.01 The Union agrees that it is the exclusive right of the Employer to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, lay off, classify, direct, transfer, promote and for just cause to suspend, discipline, demote or discharge employees and retire employees as governed by statute.
- (c) Generally, to manage the enterprises in which the Employer is engaged and, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and locations of equipment to be used, and the number of persons to be employed.

5.02 The Employer also has the right to make and alter from time-to-time rules and regulations to be observed by employees. When rules or regulations are instituted or altered, the Employer shall give prior notice to the Union and inform employees by posting on bulletin boards and internal County Intranet. It is understood that rules and regulations shall not be contrary to this Agreement.

5.03 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement and subject to the right of the employees or the Union to lodge a grievance as set forth herein.

ARTICLE 6 - GRIEVANCE PROCEDURE

6.01

- (a) Within the terms of this Agreement, a grievance shall be defined as a difference arising between an Employee, or a group of Employees, the Union or both, and the Employer, as to interpretation, application, administration or the alleged violation of the provisions of this Agreement.
- (b) Complaints and grievances shall be dealt with in the following manner, and all grievances must be in writing.
- (c) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Grievance Committee from members of Local 5820.00 who shall be

employees of the Employer. The members of such a committee shall be communicated to the Employer.

- (d) It is agreed and understood by both parties hereto that there shall be no extension to the time limits as outlined in the Grievance Procedure unless by written mutual consent.
- (e) The Employer agrees that the Union shall have the right at any time to have the assistance of a Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representative shall have access to the Employer's offices and properties in order to investigate and assist in the settlement of a grievance.
- (f) It is understood that the Union has carriage of the grievance.
- (g) Working days in this Agreement shall be deemed not to include Saturdays, Sundays or paid holidays.

Stage One

No employee shall have the right to proceed with a written grievance until such time as the employee, along with their Union Representative, first attempts to resolve the matter with that employee's immediate supervisor within seven (7) working days of the occurrence giving rise to the concern. If they are unable to resolve the concern within three (3) working days following their initial discussion, the Union may proceed to Stage Two within five (5) working days by presenting a written grievance.

Stage Two

A Grievance Committee member shall file the written grievance with the Appropriate Department Head or their designate. A meeting between the parties shall take place within seven (7) working days of receipt of the notification from the Grievance Committee. A written answer from the Appropriate Department head shall be given within seven (7) working days of the meeting. If the Union is not satisfied with the Employer's written response, the Union may proceed to Stage Three within seven (7) working days of receipt of the written response. Failing settlement of the grievance within seven (7) working days of the meeting at this stage, then Stage Three may be invoked.

Stage Three

Two members of the Grievance Committee and a National Representative may then take the matter up with the Chief Administrative Officer or their designate. A meeting will be held within fourteen (14) working days of the notification from the Union in Stage Two, or such longer time as may be required to set up the meeting at a mutually agreeable time.

After the meeting, the Employer will respond, in writing, within seven (7) working days indicating the disposition of the grievance. If the Union is not satisfied with the Employer's written response, the Union may refer the matter to arbitration within seven (7) working days of receipt of the Employer's response.

Within seven (7) working days of moving the grievance to arbitration at Stage 3, either party may request the assistance of a grievance mediator to help resolve the matter, and if mutually agreed to, the parties will then agree on the individual and share in the cost of the mediation.

- 6.02** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, which has been properly carried through all steps of the grievance procedure outlined above, and which has not been settled, may be referred to an Arbitrator at the request in writing of either of the parties of this Agreement.
- (a) The decision of the Arbitrator shall be final and binding on both parties and upon all employees affected.
 - (b) The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.
 - (c) Each of the parties to this Agreement will bear the expenses for the Arbitrator, if any, equally.
 - (d) No person shall be selected as Arbitrator who had been directly involved in attempts to negotiate or settle the grievance.
 - (e) Alternatively, either Party has the right to proceed by way of Section 49 of the *Ontario Labour Relations Act*.

ARTICLE 7 - DISCIPLINE, DISCHARGE AND SUSPENSION

- 7.01** In the event of an employee who has attained seniority being discharged or suspended from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.
- 7.02** A claim by an employee, who has attained seniority, that they had been unjustly discharged from their employment shall be treated as a grievance if a written statement of such grievance is lodged with the Appropriate Department Head at Stage 3 within five (5) working days after the employee ceases to work for the Employer. Suspensions will be heard at Stage 2 of the grievance process.
- 7.03** Such special grievances may be settled by confirming the Employer's action in dismissing or suspending the employee, or by reinstating the employee with full compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the arbitrator, as the case may be.
- 7.04 Warnings**

Subsequent to the procedure specified in Article 7.05(a), whenever the Employer deems it necessary to discipline an employee, by issuing a written warning, a copy of which is to be placed in the employee's personnel file, the Employer shall within five (5) working days

thereafter, give written particulars of such discipline to the employee, with a copy to the President of the Local.

7.05 Right to Have Union Representation Present

- (a) An employee shall have the right to have their Union Representative present at any discussion with supervisory personnel which the employee believes might be the basis of the disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact their Union Representative to be present at the interview.
- (b) A Steward or local union officer shall have the right to consult with a CUPE Staff Representative to have them present at any discussion with supervisory personnel which might be the basis of disciplinary action, which concerns them personally.

7.06 An employee shall have the right to review their personnel file providing a request is made in writing to the Human Resources Department. An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document contained therein and the right to respond in writing to any document contained therein.

7.07 The record of any disciplinary action shall be removed from an employee's file after twelve (12) months following such action, provided no other disciplinary action has been taken against that employee within that twelve (12) month period.

ARTICLE 8 - MANAGEMENT GRIEVANCE AND UNION POLICY GRIEVANCE

8.01 It is understood that the Employer may within fourteen (14) working days of an alleged incident file a grievance with the President of the Union or their designate and request a meeting with them to discuss any complaint with respect to the conduct of the Union, its officers or committees in its relationship with the Employer or other employees or with respect to any complaint that there has been violation of any contractual obligation undertaken by the Union, and that if such grievance by the Employer is not settled to the mutual satisfaction of the conferring parties it may be referred to arbitration as set forth in Article 6, above.

8.02 A Union policy grievance, which is defined as an alleged violation of this Agreement, concerning the Union as such or all or substantial number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, may be lodged by the Chairman of the Grievance Committee in writing with the Employer at Stage No. 3, of the Grievance procedure at any time within fourteen (14) working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled it may be processed to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE 9 - SENIORITY

9.01 a) Subject to Article 11.01(e), seniority shall be the basis for promotions, layoffs and recall.

b) Seniority is defined as the last date of permanent hire in the bargaining unit.

9.02 a) An employee being newly hired into a permanent position, shall be considered as a probationary employee for a period of six hundred and thirty (630) hours of work. After completion of the probationary period, their seniority shall then become effective from the commencement date of hire in the bargaining unit.

b) A temporary employee shall not establish seniority except in the event that they are subsequently appointed to the permanent staff through Article 11 or 25.03, in which case their seniority shall be established from the commencement date of their latest entry into the bargaining unit.

When the temporary employee achieves seniority status they will be enrolled in the benefit plans immediately.

It is understood that a permanent employee, hired into a temporary position, shall continue to accumulate seniority.

9.03 (a) A seniority list of all permanent and probationary employees covered by this agreement shall be posted in January and July each year. The list will show all employees within the bargaining unit in order of seniority, stating the employee's name and date of latest entry into the employ of the Employer (service date) and the date of permanent hire into the bargaining unit (seniority date). Copies of the seniority list will be posted on all bulletin boards and copies will be supplied to the Union.

An employee from C.U.P.E. Local 5820.01 who successfully posts into a permanent position within the bargaining unit shall have the seniority accrued from the former bargaining unit applied to the seniority within this bargaining unit.

(b) Protests in regard to an employee's seniority status must be submitted in writing to the Administration within thirty (30) days from the date that the seniority list is posted. When proof of error is established by the employee or their representative, such error will be corrected, and the proper information placed on the seniority list. No change in the seniority status or other information required on the seniority list of an employee shall be made unless agreed upon by both parties.

9.04 An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, lay-off or leave of absence approved by the Employer. An employee shall be considered to have lost their seniority rights, and their employment shall be considered to have been terminated, for any of the following reasons:

(a) they are discharged for just cause and are not reinstated;

(b) they resign in writing and do not withdraw within two (2) days;

(c) they fail to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just

cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall;

- (d) absence from work without leave of absence being granted by, or an explanation being given satisfactory to the Employer, for an absence of two (2) consecutive working days;
- (e) an employee is on layoff for a period of twenty-four (24) consecutive months.

ARTICLE 10 - LAYOFF AND RECALL

10.01 Job security shall increase in proportion to seniority.

- (a) Should circumstances require a reduction of employees, temporary employees shall be laid off first, probationary employees shall be laid off second, and then starting with those permanent employees with the least seniority in accordance with the preamble hereto, and as follows:

Employees shall be displaced from affected classifications in reverse order of their seniority. An employee about to be laid off may bump any employee in an equal or lower classification having less seniority providing the employee exercising the right is qualified to perform the work of the employee with less seniority.

10.02 Layoff Process

- (a) An employee(s) to be laid off will receive their Notice at the same time a copy is sent to the President of the Local.
- (b) The Notice of Layoff shall be accompanied by an Option Letter. The parties agree that the issues in the Option Letter will entail all options available to the affected employee(s), such as, but not limited to:
 - i. Accept layoff;
 - ii. Choose to bump;
 - iii. Accept severance package if available, and what the package would contain; and
 - iv. The employee(s) must then make a decision within ten (10) working days, or preferably sooner.
- (c) The parties agree that a date will be set for the affected employee(s) to meet on Corporation time, within three (3) working days of receiving the layoff notice, with the Union and the Employer, if they choose, to advise, inform and answer any questions the employee(s) may have the parties agree that this agreement will be in place for the life of this Collective Agreement.

10.03 Bumping Process

- (a) An employee who has been advised of their layoff, who elects to bump into another position, will be entitled to ten (10) working days in their present position from the time the bump is approved.
- (b) The bumper can accelerate their move to the new position, at their prerogative, with the County's agreement.
- (c) In extraordinary circumstances, the time to move will be extended to accommodate the bumper's needs. Extension(s) will be triggered by Union request. Extension(s) will not be arbitrarily or unreasonably withheld.
- (d) Income protection will be for the three (3) month period following the move, if the bumper is moving into a lower paid classification.
- (e) If the employee chooses the layoff instead of bumping, the Corporation has the right to initiate the layoff immediately, and to compensate the employee accordingly.

10.04 Recall

- (a) When an employee is laid off under this section and jobs have reopened, the employee shall be called back in the reverse order of lay off.
- (b) New employees shall not be hired until those laid off have been given an opportunity of recall and only after those employees from Local 5820.00/01 who are on layoff and qualified to do the work involved have been given the opportunity of recall.
- (c) Grievances concerning layoffs due to a reduction in the working force shall be initiated at Stage 2 of the grievance procedure. Should it be necessary to lay off any permanent employees or to permanently reduce said employee's hours, the Employer shall provide the employee and the Union with at least three (3) months notice.
- (d) If the Employer declares that a vacancy exists in a classification from which an employee has been laid off or displaced, the employee shall be recalled to their regular classification provided the employee has maintained the minimum qualifications for the position. Where two or more employees have been laid off or displaced from such classification, the most senior of such employees shall be recalled first provided the employee(s) has or have maintained the minimum qualifications for the position(s).
- (e) If the Employer declares that a vacancy exists in a classification to which no employee is subject to recall pursuant to the afore-noted paragraph, the vacancy shall be posted in accordance with Article 11.
- (f) A laid off or displaced employee is free to apply for any posted position.

ARTICLE 11 - JOB POSTINGS

- 11.01** (a) All vacancies (including temporary ones) and newly created positions which the Employer intends to fill shall be posted for a minimum of seven (7) working days during which time permanent employees will have an opportunity to apply through the Employer's on-line recruiting system, to be duly considered.

If there is no applicant having the qualifications contained in the job description amongst the permanent employees, second consideration shall be given to applicants from amongst the probationary employees.

Third consideration shall be given to temporary employees.

Fourth consideration shall be given to members of CUPE Local 5820.01.

Fifth consideration shall be given to non-employees.

It is agreed and understood that probationary and temporary employees, as well as those from CUPE Local 5820.01, shall have the opportunity to submit an application for a job posting when initially posted.

A job posting shall contain the following information: the position's specified duties, minimum qualifications, required knowledge including skills and work experience, education or its equivalent, and salary range. The qualifications contained in the job posting shall not be established in an arbitrary or discriminatory manner.

The Employer shall notify the Union in writing where it does not intend to fill a vacancy.

- (b) No employee shall be temporarily transferred outside the bargaining unit without their consent. If an employee is transferred or promoted to a position outside of the bargaining unit, they shall continue to accumulate seniority during the temporary transfer or promotion for a period of not longer than twenty-four (24) months. Such an employee shall have the right to return to their former classification in the bargaining unit during a period of temporary transfer. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Any other employee transferred or promoted because of the rearrangement of positions shall also be returned to their former classification, wage or salary rate, without loss of seniority.

For the purpose of this Article employees shall have the opportunity to fill a temporary management position for no longer than twenty-four (24) months.

The Employer shall notify the Union in writing of all such transactions.

- (c) A job posting shall be posted for a minimum of seven (7) working days including the date of the job posting. Each subsequent job posting resulting, in a direct line, from the original vacancy shall be posted for a minimum of five (5) working days including the date of the job posting. Upon the removal of a job posting, a selection

period of seven (7) working days will be allowed for the consideration of applications. After this selection period the Union and employees will be advised through the appropriate notice, the name(s) of the successful applicant(s) or a statement to the effect that there were no successful applicant(s) or that there was no application received. The said notice shall be posted for a period of seven (7) working days.

- (d) The new rate of pay shall also come into effect to coincide with the placement of the successful candidate.
- (e) Both parties recognize the principle of promotion with the service of the Employer and that seniority shall be the basis for promotions. All such promotions shall be made to the applicant with the greatest seniority and who meets the minimal qualifications for the position posted. However, where a permanent employee has been filling a temporary vacancy for greater than fifteen (15) months at a satisfactory level and the temporary vacancy becomes permanent, that employee shall be offered the permanent position without the need for a job posting. Should the employee refuse the permanent position, it shall be posted, and the normal procedure shall be invoked.
- (f) An employee who is unable within a trial period of ninety (90) days of work to meet the requirements of the job to which they had been posted may elect to return to their previous job, or the Employer may elect to return them to their previous job, in either case without loss of seniority or other benefits that would have accrued to them had they remained in that job; in such an event, they shall displace the employee with the least departmental seniority who was promoted into that position.
- (g) Vacancies which are not expected to exceed three (3) months may not be posted and may be filled by a qualified casual employee as defined in Article 24.04 of this agreement. For purposes of clarity, first preference will be given to qualified casual employees. Should there not be any qualified casual employees available, the Employer may fill the position at its own discretion. The Employer agrees to advise the Union of these occurrences.
- (h) The successful applicant shall not be considered for any subsequent vacancy for a period of three (3) months from the date of selection unless the applicant is currently holding a temporary position and is applying for a permanent position.

ARTICLE 12 - RELIEVING IN OTHER GRADES

- 12.01** An employee temporarily assigned to relieve in a position in a higher job group in excess of three (3) calendar days shall receive a rate of pay increase in the higher job group of not less than one (1) increment above the rate of pay being received immediately prior to the temporary relieving assignment.
- 12.02** An employee temporarily assigned to a lower job rated classification shall receive their regular rate of pay while so assigned.

12.03 It is agreed and understood that permanent employees who are successful applicants for, and subsequently relieve in, temporarily vacant positions, shall be permitted, upon the return of the incumbent to such a position, to return to their own job without loss of seniority or other penalty.

12.04 Employees may request to exchange positions for up to six (6) months at any one time with another employee within the same Classification.

ARTICLE 13 - DESIGNATED HOLIDAYS

13.01 (a) The following holidays shall be observed as paid holidays:

New Year's Day	Family Day
Easter Monday	Good Friday
Canada Day	Victoria Day
Labour Day	Civic Holiday
Christmas Day	Thanksgiving Day
Floating Days (2)	Boxing Day

(b) Temporary employees shall be paid designated holiday pay in accordance with the provisions of the *Employment Standards Act 2000*.

13.02 Employees who have completed their probationary period and who are off work due to the observance of one of the above-named holidays, will receive a normal day's pay for such holiday not worked, subject to the following conditions:

- (a) To be eligible for holiday pay, an employee must work the full day immediately preceding such holiday and the full work day immediately following such holiday, unless absent with permission of the Employer or because of proven illness.
- (b) The employee must perform work for the Employer during the week in which the above-noted holidays fall, unless they were absent on vacation.
- (c) An employee who is eligible for holiday pay in accordance with the above conditions, and who performs work on any one of the said paid holidays, shall be entitled to receive pay at time and a half (1.5) with a two (2) hour minimum for the work performed on such holiday in addition to their holiday pay, or lieu time as may be mutually agreed.

13.03 Compensation for Holidays on Saturday or Sunday

When any of the above-noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the preceding Friday or the following Monday (or Tuesday, where the Monday is declared or proclaimed a Holiday) shall be deemed to be the holiday for the purpose of this Agreement.

13.04 An employee shall be granted a lieu day for the holidays or proclaimed days as per 13.03 which fall on a regularly scheduled day off.

ARTICLE 14 - ANNUAL VACATIONS

- 14.01** (a) An employee shall be eligible for vacation with pay on the following basis:
- (i) following completion of one (1) year of service - three (3) weeks' vacation provided that upon completion of the first six (6) months of the employee's first year of service, such employee may, if they so request and the department head consents, be granted one (1) week's vacation prior to their anniversary date and the remaining weeks at a time after the anniversary date;
 - (ii) following completion of five (5) years' service - four (4) weeks' vacation;
 - (iii) following completion of twelve (12) years' service - five (5) weeks' vacation;
 - (iv) following completion of twenty-one (21) years' service - six (6) weeks' vacation
 - (v) following completion of thirty (30) years' service - seven (7) weeks vacation;

*Vacation changes effective Jan 1, 2025

- (b) The vacation year shall be the calendar year. Employees shall be eligible to receive vacation at any time after January 1st provided that the Employer shall be entitled to recover the value of any vacation taken prior to entitlement where the employee leaves the service other than by death or retirement.
- 14.02** Permanent and probationary employees, upon termination of employment, will be entitled to be paid for annual vacation accruals under their personal applicable subsection of Article 14.01.
- (a) Temporary employees shall be entitled to vacation pay in accordance with the, *Employment Standards Act*, paid on every pay.
 - (b) An employee on vacation when a holiday is observed will receive an extra day's vacation with pay.
- 14.03** (a) Where an employee dies on or before January 1st in any year and prior to receiving vacation in that year, such employee shall have paid to their estate an amount equivalent to the salary or wages that would normally have been paid to them on account of vacation.
- (b) An employee shall be paid their full calendar years vacation entitlement in the year of retirement, less that portion of the entitlement used prior to the retirement.
- 14.04** Where an employee qualifies for sick leave (when covered by weekly indemnity), during their period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date - whatever is mutually acceptable to the employee and the Employer.

- 14.05** The Employer shall post a vacation schedule not later than November 15th, upon which employees shall indicate prior to November 30th, their vacation requests for the period January 1st to December 31st of the following year. The Employer shall approve vacation requests made in the above manner on a seniority basis. The Employer will approve the vacation requests not later than December 15th. Vacation requests made after December 15th, for this period shall be granted in writing on a first come basis within two (2) working days of the request.
- 14.06** An employee entitled to vacation may carry over up to a maximum combination amount of either converted sick leave (Article 27.03) or vacation entitlement totalling six (6) days to the next year, provided the request is submitted in accordance with the timelines as outlined on Employee Self Service to their Department Head. An employee shall be paid out at their rate of pay in the pay period in which December 31st falls for any unused vacation time that is not agreed to be carried over.

ARTICLE 15 - HOURS OF WORK AND OVERTIME AND ON CALL

15.01 Hours of Work

- (a) The basic hours of employ for all employees shall be from 8:30 a.m. to 4:30 p.m. Monday to Friday inclusive, with one (1) lunch hour allotted therein. The present rotation system shall continue for office staff.
- (b) The daily schedule may be adjusted by the Administrator or their designate when an emergency arises, including when field staff are snowbound.
- (c) Employees shall be entitled to two (2) x fifteen (15) minute rest periods daily, one in the morning and one in the afternoon.
- (d) All authorized work performed on a Saturday and/or Sunday shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay.
- (e) All authorized work performed outside of the normal scheduled working hours shall be paid at the rate of time and one-half (1 1/2) the employee's normal rate of pay.
- (f) Authorized work for the purpose of (d) and (e) would include emergency call outs, with two (2) hours guaranteed minimum.
- (g) An employee may choose to receive time off in lieu of overtime at the appropriate rate at a time mutually agreed upon between the Department Head or their designate and the employee.
- (h) Notwithstanding the other provisions of this Agreement, the employee filling the position of Eligibility Review Officer, Family Support Worker and Employment Services Worker may be required to work pre-authorized "flex-time" providing it does not exceed 35 hours per week.

ARTICLE 16 – BUILDING CLOSURES

16.01 The parties agree that should any employee lose hours due to a building closure caused by inclement weather, unforeseen circumstances, or reasons beyond the control of the parties, the Employer will allow the affected employee(s) one of the following options with authorization from their supervisor:

- (a) Arrange schedule with supervisor to make up lost time with no overtime cost to the Employer;
- (b) Use available vacation time;
- (c) Use available lieu time;
- (d) Accept as unpaid time; or
- (e) Use available sick time.
- (f) Work from home where operationally feasible

ARTICLE 17 - LEAVE OF ABSENCE

17.01 Full-Time Office

Employees elected or appointed as salaried representatives of a Union shall be granted leave of absence without pay and without loss of seniority while so engaged, provided written request is made by the Union. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of up to two (2) calendar years from the date of appointment unless extended for a further specific period by agreement of the parties in writing. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

17.02 Union Business

- (a) Subject to the approval of the Employer, representatives of the employees shall be granted necessary leave of absence with pay during working hours for the purpose of meeting with the supervisory personnel for the purpose of investigation, consideration and adjustment of grievances or any other business pertaining to this Collective Agreement.
- (b) Representatives of the Union may be granted necessary paid leave to attend to union business outside of the workplace. In such case the Employer shall bill the Union for the wages involved.

- (c) The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement, or a New Agreement and such committee shall consist of a combination of five (5) employees from both units plus the Local President when in negotiations with Management. An employee member of such Negotiating Committee shall be paid their regular rate of pay for all regular scheduled working hours lost due to attending negotiation meetings with Management up to the time application is made for but not including Conciliation services and the services of a Conciliation Officer are used, provided that they have obtained permission of their Department Head to leave their regular duties for such a meeting. Permission for such purposes will not be unreasonably withheld. The Union may elect additional members to the Negotiating Committee and the Union will reimburse the Employer for related costs for those employees to attend. The CUPE National Representative will be a part of the Negotiation Committee and attend all its sessions.

17.03 Delegates

Duly appointed delegates shall be granted leave of absence with pay and no loss of seniority to attend conventions of the Union upon a thirty (30) day written notice to the Human Resources. The Union shall reimburse the Employer for such lost time.

17.04 General Leave

An employee may be granted a leave without pay and without loss of seniority on approval. Requests in writing, outlining all pertinent details of the purpose of the leave without pay shall be submitted to the Department Head who shall have the ability to authorize up to five (5) working days annually. Requests for any time in excess of five (5) working days annually shall be submitted in writing, as afore-noted, which shall then be forwarded by the Department Head to the C.A.O. for consideration. An employee granted leave without pay shall be responsible for payment of their fringe benefit costs which shall be calculated on a pro-rata basis.

17.05 Pregnancy/Parental and Adoption Leave

- (a) Pregnancy Leave will be granted upon request to a pregnant employee.
- (b) A pregnant employee shall give their immediate exempt supervisor as much advance notice as possible, preferably at least two (2) weeks written notice, of the date upon which they intend to commence their leave of absence, together with a physician's certificate estimating the date of delivery.
- (c) If a pregnant employee is unable to satisfactorily perform the essential duties of their job, and no appropriate alternative job is available, they may be required to take a leave of absence prior to the requested commencement date of their pregnancy leave, but only for such time as they are unable to perform the essential duties of their job. The burden of proving that a pregnant employee is unable to perform the essential duties of their job, and that no appropriate alternative job is available, rests upon the Employer.

- (d) Upon receipt of an employee's request, at least two weeks before original return date, the Employer will extend an employee's pregnancy leave, to a maximum of twelve (12) months.
- (e) An employee on pregnancy leave is expected to return to work as soon as possible, but they may only return to work within six (6) weeks of the actual date of delivery by furnishing their immediate exempt supervisor with a physician's certificate stating that they are able to return to work.
- (f) The employee shall provide at least four (4) weeks' notice of their return date.
- (g) An employee on pregnancy/parental and adoption leave will accrue seniority rights and will continue to receive the benefits contained in this Collective Agreement.
- (h) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit Plan, an employee on leave who is in receipt of the Employment Insurance Pregnancy Benefits pursuant to Section 30 of the *Employment Insurance Act*, 1971, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the Employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

17.06 Adoption Leave

Adoption Leave shall be granted, and all conditions and entitlement shall apply as in 17.05.

17.07 Parental Leave

Subject to Article 17.05 (a) upon written request, parental leave shall be granted per the Ontario *Employment Standards Act 2000*, and all conditions and entitlement shall apply as is in 17.05. At least four (4) weeks' notice is required when an employee wishes to return from parental leave.

17.08 Jury Duty or Court Subpoena

If an employee is required to serve as a juror or subpoenaed to attend a court of law as a Crown witness, they shall not lose any pay provided that the amount paid to them for such service or attendance, exclusive of mileage and meal allowance, is promptly repaid by them to the Employer. The employee shall present proof of service and attendance and shall notify their immediate supervisor immediately upon their notification that they will be required to attend court.

A former employee who is required to attend court by subpoena on behalf of the Employer shall receive from the Employer \$50.00 per one-half day or \$100.00 per day for purposes

of attending court provided the employee first submits to the Employer any other payments received for attendance. It is understood that the County shall not reimburse mileage costs.

17.09 Elections

The Employer shall allow leave of absence without pay so that an employee may be a candidate in a federal, provincial or municipal election, in accordance with the provisions of applicable legislation.

17.10 Bereavement Leave

- a. When the death of a spouse, child, step-child, adopted child, legal ward, parent, step-parent, sibling or step-sibling occurs, the employee will be granted up to five (5) consecutive working days paid leave of absence without loss of service.
- b. When the death occurs in the immediate family outside of the members listed above the employee will be granted up to three (3) consecutive working days paid leave of absence without loss of service. For the purposes of this policy, immediate family will include mother-in-law, father-in-law, daughter-in-law, son-in-law, step-mother-in-law, step-father-in-law, sister-in-law, brother-in-law, grandparent, grandchild, legal guardian, aunt, and uncle.
- c. When a death occurs in the family outside of the members listed in a) and b) above, the employee will be given one (1) day of paid leave without loss of service.

The Corporation recognizes that bereavement leave is intended to be used at the time of the death and/or funeral; however, there may be situations when part of an employee's bereavement leave may be requested at a later date, within one (1) year of the death, in order to attend matters relating to the bereavement.

Employees may also be granted up to one (1) day without pay to attend the funeral of a close non-family member, at the discretion of the supervisor on a case-by-case basis.

ARTICLE 18 - RETIREMENT AND PENSION PLAN

- 18.01** It is a requirement of employment that all eligible employees must become members of the Ontario Municipal Employees Retirement System (OMERS) and abide by the Regulations of same.

ARTICLE 19 - NO DISCRIMINATION

- 19.01** There shall be no discrimination or coercion practiced by either the Employer or the Union against any employee because of their age, religion, creed, colour, place of origin, sex, marital status, political affiliation, participation or non-participation, membership or non-membership in the Union or any prohibited grounds as prescribed by the *Ontario Human Rights Code*.

ARTICLE 20 - GENERAL

20.01 A copy of all correspondence between the parties arising out of this Agreement or incidental thereto shall be forwarded to the Recording-Secretary of Local 5820.00 at a mailing address to be designated by the Union.

20.02 Labour Management Committee

(a) Establishment of Committee

A Labour Management Committee shall be established consisting of a maximum of three (3) representatives of the Union and a maximum of three (3) representatives of the Employer. Not less than two (2) representatives from each party shall constitute a quorum. The Committee shall enjoy the full support of both parties in the interests of improved service to the public and to discuss matters that arise from time to time.

(b) Function of Committee

The Committee shall concern itself with the following general matters:

- a. Considering constructive criticisms of all activities so that better relations shall exist between the Employer and employees.
- b. Improving and extending services to the public.
- c. Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- d. Correcting conditions causing grievances and misunderstandings.

(c) Meetings of Committee

The Committee shall endeavour to meet once every other month at a mutually agreeable time and place. Its members shall receive an agenda for the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee.

(d) Chairperson of the Meeting

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

(e) Minutes of Meeting

Minutes of each meeting of the Committee shall be taken by the Secretary of the Committee. The Secretary will be given time during working hours to type the minutes and prepare the agenda for the upcoming meeting. Agenda items are to be in the hands of the Secretary not later than four (4) working days in advance of the meeting and agendas shall be distributed not less than two (2) working days in advance of the meeting.

(f) **Jurisdiction of Committee**

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

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

20.03 Tuition

The Employer will refund the tuition cost of a successfully completed course which was approved in advance by the Employer and in accordance with the Corporation's Policy.

20.04 a) An employee required to use and operate their own automobile, as a condition of employment on County business will be reimbursed for such driving in accordance with the terms and conditions outlined in the County's Policy and Procedures Manual, and at the appropriate kilometre rate approved by Council.

b) The employee may submit a claim for parking expenses and the approval for reimbursement shall be in accordance with County Policy.

ARTICLE 21 - BULLETIN BOARDS

21.01 The Employer agrees that the Union shall have the right to use bulletin boards supplied by the Employer. Such bulletin boards to be used to post notices of meetings and other such notices that may be of interest to the employee concerned, but shall not however post notice of a political, civic or personal nature.

ARTICLE 22 - VALIDITY OF AGREEMENT

22.01 In the event of any provisions of this Agreement or any practices established hereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be or deemed to be abrogated but shall be amended so as to conform with the requirements of any such law.

ARTICLE 23 - LEGISLATION

23.01 If the premium paid by the Employer for any employee benefit is reduced as a result of any government action, the amount of the saving shall be used to increase other benefits and/or introduce new benefits available to the employees, as may be mutually agreed between the parties. If there is no agreement between the parties, the matter shall be determined by submission to arbitration in accordance with this Agreement.

ARTICLE 24 - PAY DAYS

24.01 Pay days for the duration of this Agreement shall be every second Wednesday, however, should a holiday fall on that day, then the preceding day shall be deemed to be pay day, provided no interruption beyond the control of the Employer is encountered.

ARTICLE 25 - DEFINITIONS

25.01 A **Permanent Employee** is an employee who has successfully completed the probationary period in the service of the Employer and has been placed on the permanent staff by the Corporation.

25.02 A **Probationary Employee** is an employee who is serving up to a maximum probationary period of ninety (90) days of work with the Employer prior to being considered as a permanent employee.

25.03

(a) A temporary Employee is an employee who is employed for a period of not longer than thirteen (13) consecutive months in the service of the Employer. A temporary employee shall not establish seniority except when such employee is actively at work for a period of more than thirteen (13) months within a fifteen (15) month period. They shall then automatically rank as a permanent employee. For such an employee, their seniority shall be established from the date of latest permanent hire within the bargaining unit.

(b) A temporary employee is an employee hired to cover a maternity or parental leave for a period longer than twelve (12) consecutive months, during which time they shall not establish seniority. An employee hired for such position, shall only establish seniority after a period of twenty-two (22) months and if they are actively at work during such timeframe. They shall then automatically rank as a permanent employee. For such an employee, their seniority shall be established from the date of latest permanent hire within the bargaining unit.

All Articles of this Agreement apply to temporary employees except the following:

- Article 9 - Seniority, except as provided in Article 9
- Article 13 - Holidays will be in accordance with the *Employment Standards Act*
- Article 14 - Vacations will be in accordance with the *Employment Standards Act*
- Article 17 - Bereavement Leave
- Article 18 - Retirement & Pension Plan - O.M.E.R.S. (except in accordance with the applicable pension legislation)
- Article 27 - Sick Leave, except as provided in Article 27.02
- Article 29 - Welfare Benefits

For purposes of clarity, it is agreed that temporary employees are not entitled to recall.

25.04 A **Casual employee** is an employee who is hired to fill a position vacancy for a definite period of time which shall not exceed three months and will be scheduled in advance as required.

A casual employee will be paid the start rate of pay for the position they fill.

All articles of this agreement apply to casual employees with the exception of the following:

- Article 9 - Seniority, except as provided in Article 9
- Article 13 - Holidays will be in accordance with *Employment Standards Act*
- Article 14 - Vacations will be in accordance with *Employment Standards Act*
- Article 17 - Bereavement Leave
- Article 18 - Retirement & Pension Plan - O.M.E.R.S. (except in accordance with the Applicable Pension Legislation)
- Article 27 - Sick Leave, except as provided in Article 27.02
- Article 29 - Welfare Benefits

For purposes of clarity, it is agreed that casual employees are not entitled to recall.

ARTICLE 26 - JOINT HEALTH AND SAFETY COMMITTEE

- 26.01** A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two Union and two Employer members. The Health and Safety Committee shall hold meetings as requested by the Union or by the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.
- 26.02** The powers of the Committee shall be as outlined in the *Occupational Health and Safety Act*, as amended from time to time.
- 26.03** Where employees during the course of employment may be exposed to communicable diseases for which there is an approved vaccine, the Employer will provide at no cost to the employee such vaccine, or any other treatment required as a result of such exposure.

ARTICLE 27 - SICK LEAVE

- 27.01** Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the basis hereinafter set forth. If an employee reports to work at the regular time and becomes ill or is late reporting because of illness, a deduction will be made per complete hour missed.
- 27.02** Each employee shall be entitled to a maximum of six (6) days' leave of absence with pay in any calendar year for incidental sickness or accident. If an employee uses their six (6) days, a reserve of one (1) additional day may be granted. Temporary employees as defined

in Article 25.03 shall be entitled to a maximum of six (6) days' leave of absence with pay in any calendar year for incidental sickness or accident on a pro-rata basis. Where an employee becomes eligible for benefits during a calendar year, they shall be entitled to a proportionate number of days' leave of absence.

Payment for leave of absence under this section shall only be made under the following conditions:

- (a) An employee who is unable to report to work because of sickness shall notify their immediate supervisor or department head at the commencement of their normal working day. Payment for leave of absence shall not be made where notification was not received except where, in the opinion of the County, there was a sufficient justification for the employee's failure to report.
- (b) The Employer reserves the right to request a medical certificate where a leave of absence occurs under this subsection and payment will not be made until a satisfactory certificate is filed with the County.

27.03 At the end of each calendar year the employee will have the right to convert eligible accrued paid sick days to equivalent vacation days, at the rate of one (1) vacation day for every accrued paid sick day. Refer to Article 14.06 for the maximum carry over.

- An employee shall be entitled, after notifying their supervisor, to use five (5) sick leave days from their sick leave entitlement, provided for in Article 27 to make arrangements for the care of a member of their family who is ill.

ARTICLE 28 - SCHEDULE "A"

28.01 Schedule "A" headed Salaries, attached hereto, is hereby made a part of this Agreement.

28.02 Job descriptions shall be drafted by the Employer in consultation with the Union.

ARTICLE 29 - WELFARE BENEFITS

29.01 The Employer shall pay the percentage set out of the premium cost for the following benefit plans for all employees who have completed their probationary period and who are actually at work, providing that the Employer will continue to pay its share of the cost of the premiums while an employee is on pregnancy leave, parental leave, receiving Workers' Compensation Benefits and for first seventeen (17) weeks of any illness. Benefits shall be subject to and in accordance with the eligibility requirements of the plans.

When an employee is on an approved leave of absence, Extended Health Care and Dental Coverage can be maintained subject to the employee making a written request and remitting 100% of required premium costs to the County of Simcoe. Payment must be in the form of post-dated cheques in advance of the leave of absence.

- 29.02 (a) Employer Health Tax - 100%
- (b) Comprehensive Extended Health Care \$15 single/\$25 family deductible. With eyeglass, hearing aid riders and coverage for wigs required as a result of chemotherapy treatment - 100%. Eye care shall consist of glasses, contact lenses and/or corrective medical procedure(s) every twenty-four (24) months with combined benefit maximum of \$450.00.
- Family members and employees will be entitled to an eye examination every twenty-four (24) months to a maximum of up to \$100.00.
- (c) Equivalent of Blue Cross - 9 dental plan (includes sealant coverage) at O.D.A. schedule one year behind current - 100%. The Employer will provide additional dental coverage to include dentures, partial plates, braces and crowns. This coverage will be for fifty percent (50%) reimbursement with an annual maximum of \$1,500.00 per patient.
- (d) Short term disability (1-1-4-17) and long term disability (to age 65 - 75% of regular salary as per the current benefit booklet) - 100% (premium to be non-taxable). The Employer will be responsible for maintaining the payment of benefit premiums for a maximum of two (2) years following the commencement of an Employee receiving LTD benefits.
- STD benefit - \$950 per week
LTD benefit - \$3750 per month
- (e) Accidental Death and Dismemberment coverage to a maximum benefit of \$50,000.
- (f) Group Life Insurance consisting of one and a half (1 ½) times the employee's regular income, with a minimum of \$50,000 and a maximum of \$100,000 (includes Living Life coverage). Employees may make arrangements to self-fund the cost of purchasing additional life insurance coverage, in accordance with the requirements put forth by the Employer's carrier.
- (g) The Employer shall provide an Employee Assistance Program (EAP).
- (h) Massage Therapy: up to \$400 per year.
- (i) Chiropractic: up to \$400 per year.
- (j) Employees and their dependents will have access to Psychologist/Psychotherapist/Family Therapist/Social Worker to a combined maximum, per person, per benefit year of \$1,000.
- (k) Employees who reach the age of 65 and remain employed on a full-time basis, will receive a (one thousand) \$1000, Health Spending Account, per calendar year, effective January 1, 2022.
- (l) Hearing Aid rider shall provide for up to \$500.00 per family member every five (5) years.

- 29.03** Should an employee experience a delay in receiving Worker's Safety Insurance Loss of Earnings Benefits or long term disability benefits, the Employer shall forward to the employee, funds equivalent to the monthly benefits provided by the long term disability plan until such time as the benefits commence or the carrier denies the claim. It is understood that any such funds forwarded to the employee must be paid back at the time benefits commence or are denied, as the case may be.
- 29.04** Each employee shall, upon request, receive an up to date copy of the benefit booklet. The Employer shall notify the union in writing of a change in the carrier of the benefit plan(s).
- 29.05** The Employer shall provide to the Union, a copy of the master plan concerning all benefits provided to the bargaining unit, except that the Employer is not required to provide any financial data with respect to those benefits.
- 29.06** In case of a strike or lockout, the Corporation will invoice the Union for the benefit plan premiums.
- 29.07** The Employer may change carriers, but current benefits shall remain comparable.
- 29.08** All employees who retire "early" will be permitted to maintain, within thirty days (30) of their retirement, until age sixty-five (65), at the retiree's cost, their participation in the following group plans:
- i. Extended Health Care, including Vision Care
 - ii. Hearing Aid allowance
 - iii. Dental

ARTICLE 30 - NO STRIKES OR LOCKOUTS

- 30.01** There shall be no strike or lockout during the term of this Agreement provided that the words "strike" and "lockout" shall be as defined by the Ontario *Labour Relations Act 1995*.

ARTICLE 31 - VEHICLE ALLOWANCE

- 31.01** An employee required to use and operate their own automobile, as a condition of employment on County business will be reimbursed for such driving in accordance with the terms and conditions outlined in the County's *Policy and Procedures Manual*, and at the appropriate kilometre rate approved by Council.
- 31.02** The employee may submit a claim for parking expenses and the approval for reimbursement shall be in accordance with County Policy.

ARTICLE 32 - LEGAL LIABILITY

- 32.01** The Employer shall provide at no cost to the employee, liability insurance coverage, as set out in the current summary of coverage document for errors and relating to its employee while on duty or under the direction of the Employer. The Employer confirms that, in the event an employee is civilly charged while under the direction of the Employer, it is understood that the employee will be saved harmless and indemnified from any monetary liability.

ARTICLE 33 - TERM OF AGREEMENT

- 33.01** This Agreement shall be in effect from the 1st day of January 2024 until the 31st day of December 2026 unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.
- 33.02** Notice that amendments are required or that either intends to terminate this Agreement may only be given within the period of ninety (90) calendar days prior to the expiration date of the Agreement, or any anniversary date of such expiration date.
- 33.03** If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within a period of twenty (20) calendar days from the receipt of such notice, or such longer period as may be mutually agreed between the parties, if requested to do so.

The Employer and the Union agree to share the cost of printing sufficient copies of the Collective Agreement so that each member receives a copy, either on a 50/50 basis or a rotating basis.

ARTICLE 34 – AGREEMENT SIGNING AUTHORITIES

IN WITNESS WHEREOF the parties hereto have set their hand and seals to this Agreement.

DATED at the County of Simcoe, Ontario this 16th day of December 2024

**THE CORPORATION OF THE COUNTY
OF SIMCOE SOCIAL AND
COMMUNITY SERVICES DIVISION:**



Basil Clarke, Warden

Patrick Trafford
Deputy Clerk For



Jonathan Magill, County Clerk

**CANADIAN UNION OF PUBLIC
EMPLOYEES
AND ITS LOCAL NO. 5820.00:**











CUPE National Representative



SCHEDULE "A" WAGE SCALE

CUPE SALARY SCHEDULE - 5820-00*

					January 1, 2024				
					\$1.58				
Pay Grade	Point Range	Job Title	SAP	Start	1 Year	2 Year	3 Year	4 Year	
			PS GROUP						
6	275-299	Clerical Support Worker-OW	06a	27.04	27.99	28.99	29.93	30.89	
		Clerical Support Worker-CCS							
		Bilingual Clerical Support Worker-OW	06a	BS	B1	B2	B3	B4	
		Bilingual Clerical Support Worker-CCS		28.56	29.58	30.63	31.65	32.64	
7	300-324	Salary Range for New & Changed jobs In Grade 7 after July 17, 2012	07a	29.94	31.55	33.15	34.63	35.58	
			07b	31.74	32.68	33.64	34.63	35.58	
8	325-349	Salary Range for New & Changed jobs In Grade 8 after July 17, 2012	08b	31.74	32.68	33.64	34.75	36.36	
9	350-374	Employment Services Worker	09a	32.74	34.38	35.95	37.54	39.16	
		Caseworker							
		Research Analyst							
		Childcare Representative	09a	BS	B1	B2	B3	B4	
		Bilingual Caseworker							
		Bilingual Child Care Representative							
Bilingual Employment Services Worker		34.62	36.34	38.02	39.72	41.42			
10	375-399			35.16	36.91	38.68	40.43	42.15	
11	400-424	Salary Range for New & Changed jobs In Grade 11 after July 17, 2012	11c	37.59	39.43	41.39	43.32	45.14	
		Eligibility Review Officer-QA	11b	38.72	40.35	41.91	43.50	45.14	
		Eligibility Review Officer-Fraud							
		Family Support Worker	11b	BS	B1	B2	B3	B4	
		Bilingual Family Support Worker							
		Bilingual Eligibility Review Officer-QA							
Bilingual Eligibility Review Officer-Fraud									
		40.96	42.68	44.34	46.03	47.75			

CUPE SALARY SCHEDULE - 5820-00*

					January 1, 2025				
					3%				
Pay Grade	Point Range	Job Title	SAP PS GROUP	Start	1 Year	2 Year	3 Year	4 Year	
6	275-299	Clerical Support Worker-OW	06a	27.85	28.83	29.86	30.83	31.82	
		Clerical Support Worker-CCS							
		Bilingual Clerical Support Worker-OW	06a	BS	B1	B2	B3	B4	
		Bilingual Clerical Support Worker-CCS		29.42	30.47	31.55	32.60	33.62	
7	300-324	Salary Range for New & Changed jobs In Grade 7 after July 17, 2012	07a	30.84	32.50	34.14	35.67	36.65	
			07b	32.69	33.66	34.65	35.67	36.65	
8	325-349	Salary Range for New & Changed jobs In Grade 8 after July 17, 2012	08b	32.69	33.66	34.65	35.79	37.45	
9	350-374	Employment Services Worker	09a	33.72	35.41	37.03	38.67	40.33	
		Caseworker							
		Research Analyst							
		Childcare Representative	09a	BS	B1	B2	B3	B4	
		Bilingual Caseworker		35.66	37.43	39.16	40.91	42.66	
		Bilingual Child Care Representative							
Bilingual Employment Services Worker									
10	375-399			36.21	38.02	39.84	41.64	43.41	
11	400-424	Salary Range for New & Changed jobs In Grade 11 after July 17, 2012	11c	38.72	40.61	42.63	44.62	46.49	
		Eligibility Review Officer-QA	11b	39.88	41.56	43.17	44.81	46.49	
		Eligibility Review Officer-Fraud							
		Family Support Worker	11b	BS	B1	B2	B3	B4	
		Bilingual Family Support Worker		42.19	43.96	45.67	47.41	49.18	
		Bilingual Eligibility Review Officer-QA							
Bilingual Eligibility Review Officer-Fraud									

CUPE SALARY SCHEDULE - 5820-00*

					January 1, 2026				
					3%				
Pay Grade	Point Range	Job Title	SAP	Start	1 Year	2 Year	3 Year	4 Year	
			PS GROUP						
6	275-299	Clerical Support Worker-OW	06a	28.69	29.69	30.76	31.75	32.77	
		Clerical Support Worker-CCS							
		Bilingual Clerical Support Worker-OW	06a	BS	B1	B2	B3	B4	
		Bilingual Clerical Support Worker-CCS		30.30	31.38	32.50	33.58	34.63	
7	300-324	Salary Range for New & Changed jobs In Grade 7 after July 17, 2012	07a	31.77	33.48	35.16	36.74	37.75	
			07b	33.67	34.67	35.69	36.74	37.75	
8	325-349	Salary Range for New & Changed jobs In Grade 8 after July 17, 2012	08b	33.67	34.67	35.69	36.86	38.57	
9	350-374	Employment Services Worker	09a	34.73	36.47	38.14	39.83	41.54	
		Caseworker							
		Research Analyst							
		Childcare Representative	09a	BS	B1	B2	B3	B4	
		Bilingual Caseworker		36.73	38.55	40.33	42.14	43.94	
		Bilingual Child Care Representative							
Bilingual Employment Services Worker									
10	375-399			37.30	39.16	41.04	42.89	44.71	
11	400-424	Salary Range for New & Changed jobs In Grade 11 after July 17, 2012	11c	39.88	41.83	43.91	45.96	47.88	
		Eligibility Review Officer-QA	11b	41.08	42.81	44.47	46.15	47.88	
		Eligibility Review Officer-Fraud							
		Family Support Worker	11b	BS	B1	B2	B3	B4	
		Bilingual Family Support Worker		43.46	45.28	47.04	48.83	50.66	
		Bilingual Eligibility Review Officer-QA							
Bilingual Eligibility Review Officer-Fraud									

Letter of Understanding #1

Between:

The Corporation of the County of Simcoe

Social and Community Services Division

- and -

Canadian Union of Public Employees and its Local 5820.00

RE: RESPECTING REQUESTS FOR ABSENCES DURING WORK HOURS

Requests for appointments during work hours will be considered in increments of no less than thirty minutes up to a maximum of two hours and thirty minutes per occurrence. To support requests for appointments during work hours, employees must email their supervisor outlining details of the purpose of the request with a proposed repayment schedule for consideration and approval.

All hours to be made up for any one occurrence must be made up in minimum one-half (1/2) hour increments within a two-week time frame from the date of occurrence.

Employees who choose to submit a request for time off for appointments during work hours have up to 20 hours available to be made up in any calendar year. Any requests over and above **20** hours per calendar year shall use vacation, sick or unpaid time to cover these appointments. These hours will be tracked using the "Request for Appointments During Work Hours Form".

Employees who encounter exceptional circumstances may request additional time. The request for additional time shall be made to their Director outlining the circumstances which give rise to the request.

Requests for appointments during work hours are to be utilized for specialist appointments or circumstances of a short-term nature such as having to leave work early to attend an approved course or providing assistance to a family member. Employees shall make an effort to book regular medical appointments, which include dental, chiropractic and personal appointments, etc., outside of regular working hours. Whenever medical or dental appointments cannot be scheduled outside normal hours of work employees shall endeavour to schedule such appointments as well as subsequent appointments as close to the beginning or end of the business day as possible. Requests for appointments during work hours for such appointments shall not be unreasonably denied.

Hours must be made up before or after regular business hours. The lunch break cannot be utilized to make up time.

Denial of requests are not to be grieved but can be reviewed with the appropriate department head.

This letter shall be appended to and deemed part of the Collective Agreement.

ALL OF WHICH IS AGREED this 16th day of December 2024

FOR THE EMPLOYER:



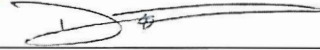
Basil Clarke, Warden



Patrick Trafford
Deputy Clerk For

Jonathan Magill, County Clerk

FOR THE UNION:



Letter of Understanding #2

Between

The Corporation of the County of Simcoe

Social and Community Services Division

-and-

Canadian Union of Public Employees and its Local 5820.00

RE: CO-OPERATIVE EMPLOYMENT OPPORTUNITY AND INTERNSHIP EMPLOYMENT OPPORTUNITY

The parties agree that the hiring of post secondary students can be viewed as a positive experience for the student, the employer and the Union.

This letter of understanding is a further agreement between the parties that:

A Co-operative Employment Opportunity is defined as pre credential work experience that is integrated into a program of studies, supervised by the County of Simcoe and evaluated by a post secondary education institute and is identified as a gradable course. The student's educational institution determines the term or length of the co-operative placement.

An Internship Employment Opportunity is defined as credential work experience that is integrated into a program of studies, supervised by the County of Simcoe and evaluated by a post secondary education institute and is identified as a gradable course. The student's educational institution determines the term or length of the internship placement.

The following criteria are key elements to be met for proceeding with these placements with the County of Simcoe:

1. The student must be registered in a program at a post secondary education institution at the time of placement. These positions are available only to students of post-secondary education institutions and therefore one hundred percent (100%) of the available positions will be offered to students of post-secondary education institutions. Employment with the Corporation ends upon completion of the educational institution's credit requirements.
2. Age Requirement: The minimum age requirement is sixteen (16) years of age.
3. Employment of Relatives: Students who are relatives of current employees of the Corporation may be employed in a position that does not report directly or indirectly to a relative employed by the Corporation. Management reserves the right to consider the impact of any personal relationships occurring in the work place and take appropriate action where necessary
4. The Human Resources Department may work in conjunction with the educational institutions program coordinator, who will forward applications for qualified candidates,

and/or participate in the educational institutions on campus co-operative recruiting program.

5. Students are paid employees of the Corporation. The rate of pay for the placement and other conditions of the student's employment must be outlined in a letter of employment prior to the commencement of the student's first day of employment.
6. Each January and September, the Employer shall provide the Union with a list of names, work locations, and term durations for all students completing a placement opportunity.
7. Students shall not establish seniority, except in the event that they are subsequently appointed to the permanent staff through Article 11 or 25.03, in which case their seniority shall be established from the commencement date of their latest entry into the bargaining unit.
8. During the placement opportunity the worker is entitled to the following:

Terms of Employment

Wage Rates: The wage rate for these positions is the same as the student wage rate offered by the County for all student positions plus the amount that is payable for union dues. The current dues are 1.5% of the wages earned.

Benefits: Students are entitled to statutory benefits. These include Ontario Health Coverage, Canada Pension Plan (CPP), Employment Insurance (EI), and Workers' Safety and Insurance Coverage (WSI). Students are not entitled to paid sick leave (or any paid leave), non-public holidays, and benefit plan coverage or safety footwear allowance.

Vacation, Holidays and Overtime: A student's entitlement to vacation pay, public holidays and overtime pay will be in accordance with the *Employment Standards Act 2000*, as follows:

Vacation Pay: 4% of earnings paid by direct deposit in accordance with the Corporation's bi-weekly pay schedule.

Holidays: Public holidays will be paid in accordance with the *Employment Standards Act 2000*. The student must work their scheduled days before and after the public holiday.

Overtime: Overtime is paid at the rate of one and one-half (1.5) times the rate of pay for each hour worked in excess of the set number of full-time hours that constitute the regular work week in the department where the student is employed. Overtime is to be compensated in overtime pay or substituted with lieu-time off.

9. These co-operative opportunities are CUPE Local 5820 bargaining unit positions and the employees are covered under the collective agreement of bargaining unit 5820.00.
10. In the event of a reduction in the workforce, the parties agree that co op students would be laid off prior to probationary, temporary or permanent members.

ALL OF WHICH IS AGREED this 16th day of December 2024

FOR THE EMPLOYER:



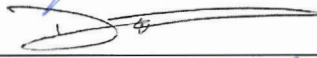
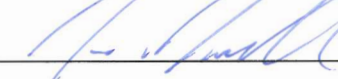
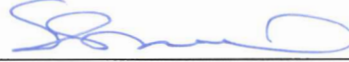
Basil Clarke, Warden



Jonathan Magill, County Clerk

Patrick Trafford
Deputy Clerk For

FOR THE UNION:



Letter of Understanding #3

Between:

The Corporation of the County of Simcoe

Social and Community Services Division

- and -

Canadian Union of Public Employees and its Local 5820.00

RE: RESPECTING PLACEMENT OF NEW EMPLOYEES ON THE CUPE SALARY SCHEDULE

The parties agreed to the following convention for placing new employees onto the CUPE Salary Schedule:

1. The Employer may start a successful candidate at a rate above the probationary rate, but no greater than the 2 Year rate for the job being hired.
2. Placement within the Salary Schedule must be in accordance with the candidate's related experience on the job.
3. It is understood and agreed that this shall not constitute a violation of the wage schedule in the Collective Agreement, and credit will only apply to wages.

ALL OF WHICH IS AGREED this 16th day of December 2024

FOR THE EMPLOYER:



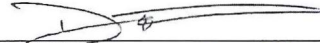
Basil Clarke, Warden



Jonathan Magill, County Clerk

Patrick Trafford
Deputy Clerk For

FOR THE UNION:



Letter of Understanding #4

Between:

The Corporation of the County of Simcoe Administration Centre

- and -

Canadian Union of Public Employees and its Locals 5820.00

RE: JOB EVALUATION PROCESS for the PURPOSE OF MAINTAINING PAY EQUITY

Whereas the parties agree that a job evaluation process is necessary for the maintenance of Pay Equity as defined in the Ontario Pay Equity Act, and to rate new and significantly changed jobs.

In order to maintain Pay Equity, the parties agree that the approved Gender-Neutral Job Evaluation Plan currently in use at the County of Simcoe will continue to be used to rate CUPE jobs. The Employer will conduct a preliminary evaluation of all new CUPE jobs. The President of the Local will be provided with the initial job description and rating form, and advised of the initial rating and pay grade. After there has been an incumbent in the new job for 6 months, the Employer will conduct a formal evaluation to confirm the rating and pay grade of the job. If the Union disagrees with the overall rating, the parties will meet to discuss the matter. If the issues cannot be resolved the matter may be taken up as a grievance and proceed through the grievance process.

The Union, Management and/or CUPE employees may request that a position within the bargaining unit be re-evaluated if, in their opinion, the skill, effort, responsibilities or working conditions of said position have *significantly* changed. Such changes must be considerable in amount, degree or effect, such as clear changes to academic qualification or experience. A change in volume would not by itself be considered a significant change to a job. The onus will be on the party initiating the re-evaluation to provide compelling evidence that the position has significantly changed.

The parties acknowledge that the re-evaluation of a job may result in an overall rating that places the job in a higher or lower pay grade or leaves the job in the same pay grade. If the union disagrees with the overall rating, the parties will follow the same process as with the rating of new jobs.

ALL OF WHICH IS AGREED this 16th day of December 2024

FOR THE EMPLOYER:




Basil Clarke, Warden



Jonathan Magill, County Clerk

FOR THE UNION:



Patrick Trafford
Deputy Clerk For

Letter of Understanding #5

Between:

The Corporation of the County of Simcoe Administration Centre

- and -

Canadian Union of Public Employees and its Locals 5820.00

RE: HYBRID WORKPLACE MODEL

The Parties agree to the following with respect to the implementation of a Hybrid Workplace Model:

The County supports a flexible work culture by encouraging hybrid workplace arrangements, when feasible without compromising efficiency, effectiveness, operational requirements and effective service delivery.

The terms and conditions of the Hybrid Workplace Model will be in accordance with the Flexible Work Arrangements Policy – HRP 2.10. This letter shall confirm access to the Corporate Policy. The version of the policy that is in effect at the time of ratification has been attached as an appendix to this agreement for reference purposes only and in no way limits or restricts the County from amending or discontinuing its policy. Employees are encouraged to access the current Policy as posted on the County Intranet to ensure accuracy.

Hybrid workplace arrangements are not considered a guarantee, entitlement, or a condition of employment.

A hybrid workplace arrangement shall not be permitted if it would diminish the level of quality of service to the residents of the County, business partners and/or internal client groups.

Implementation of the Hybrid Workplace Model will not have any financial implications to the County.

No employee will be required to work remotely unless there are extenuating circumstances. i.e. pandemic or emergency situation.

Hybrid workplace arrangements (based on the position/unit model) may be entered into by mutual agreement of the employee and their management team and are subject to the approval of the General Manager and by Executive Management Committee as a whole, with union consultation as required (i.e. accommodations etc.)

The denial of a hybrid work request, make adjustments or discontinue an existing arrangement shall be in accordance with the Employer Rights as outlined in the collective agreement.

The Union can file a grievance if it is believed that the County has exercised their rights in a discriminatory manner or in bad faith.

All Hybrid On-Site and Hybrid Remote employees are required to be able to attend a County workplace with minimal notice.

Eligible and approved employees will be required to sign an acknowledgment of their understanding of the hybrid workplace arrangement.

Either party may revoke agreement to this Letter of Understanding with 120 days written notice.

ALL OF WHICH IS AGREED this 16th day of December 2024

FOR THE EMPLOYER:



Basil Clarke, Warden



Jonathan Magill, County Clerk

Patrick Trafford
Deputy Clerk For

FOR THE UNION:

