

2021-2024

COLLECTIVE AGREEMENT

BETWEEN

THE COUNTY OF OXFORD

(hereinafter called the "Employer")

OF THE FIRST PART

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL SUB-UNIT 1146 (HUMAN SERVICES)

OF THE SECOND PART

January 1, 2021 – December 31, 2024

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ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide machinery for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make and enforce and alter from time to time rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

- 2.02 These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement. The question of whether one of these rights is exercised in a manner inconsistent with this Agreement may be decided through the grievance and arbitration procedure.

- 2.03 (a) Temporary employees may be employed by the employer for a maximum of six (6) consecutive months except for a sick leave or pregnancy/parental leave when they will be entitled to be employed for the duration of the leave.
- (b) Casual, temporary or student employees shall not receive the benefits provided for in Articles 10, 12, 14, 15, 16, 17, 18, 19.01 and 20, unless otherwise required by law.
 - (c) Temporary employees who subsequently become regular employees shall have their total days of work credited for the purposes of seniority, vacation entitlement and salary increments.

ARTICLE 3 RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of the County of Oxford (Human Services Department), save and except the Director of Human Services, Managers, Administrative Assistant, Executive Secretary, Coordinators, Supervisors, and Safety Tenants and employees covered under the existing Agreement between the Applicant and Respondent dated June 26, 1981.

3.02 Work Of The Bargaining Unit

Employees in exempt classifications will not normally do the work of employees of the bargaining unit except for the purpose of instruction, emergencies, or when regular employees are not available or in the development of new programs, or experimentation, or during shift changes, rest periods and lunch breaks.

3.03 No Other Agreements

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

3.04 (a) Full-time employee means an employee whose normal working hours of work shall be thirty-five (35) hours per week.

(b) Regular part-time employee means an employee who regularly works a pre-determined work schedule of up to twenty-eight (28) hours a week.

(c) Casual part-time employee is an employee employed on a relief or replacement basis and who is available for call-ins if circumstances demand.

ARTICLE 4

NO DISCRIMINATION OR COERCION

4.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership or non-membership in the Union.

4.02 The Union agrees that there will be no intimidation, interference or coercion exercised or practiced by any of its members or representatives, and that there will be no Union activity or solicitation for membership during working hours on the Employer's property except with the written permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5

UNION SECURITY

5.01 The Employer shall deduct from each bi-weekly pay the regular union dues and shall forward such sum to the Secretary-Treasurer of the Union Local not later than the tenth day of the month following.

5.02 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

5.03 Persons hired to fill non-continuing or part-time positions for a period not exceeding thirty days worked in a six (6) month period shall be exempt from the provisions of this Article.

5.04 The Employer shall include on each employee's T4 slip the amount of monies deducted in the previous year and remitted to the Union for Income Tax purposes where such information is or becomes readily available through the Employer's payroll system.

ARTICLE 6LABOUR MANAGEMENT BARGAINING RELATIONS

6.01 Union Bargaining Committee

The Employer recognizes the right of the Union to appoint or otherwise select a Bargaining Committee of not more than three (3) members of the local Union.

6.02 Time Off For Meeting

It is understood that members of the Bargaining Committee have their regular work to perform on behalf of the Employer and that if it is deemed necessary to service a grievance during working hours they will not leave their work without first obtaining the permission of their supervisor. If the Union is of the opinion that such permission is being unreasonably withheld, it may take the matter up under the grievance procedure as set out in Article 7 herein. When resuming their regular work the committee members shall report to their respective supervisor and will give any reasonable explanation which may be requested with respect to their absence.

6.03 It is agreed that loss of time will be kept to a minimum when servicing grievances during working hours. On this understanding, and subject to the provisions of the paragraph 6.02 above, members of the Bargaining Committee will be permitted reasonable time off during working hours to service grievances and to attend necessary meetings with designated representatives of the Employer.

6.04 Any representative of the Union on the Bargaining Committee who is in the employ of the Employer will be paid subject to the provisions of paragraphs 6.02 and 6.03 above for all working hours lost from work at regular rate of pay.

6.05 Representative of Canadian Union

The local Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative may assist in the settlement of grievances. The right so extended to such representative shall not include access to the Employer's premises for the purpose of investigating grievances except with the express authority of the Employer.

6.06 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Human Services and the Unit Chairperson of the Local sub-unit and the National Representative at the Kitchener Area Office.

ARTICLE 7GRIEVANCE PROCEDURE

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select two (2) Stewards and a Unit Chairperson from within the Bargaining Unit.

7.02 The Union shall notify the Employer in writing of the names of the two (2) Stewards and the Unit Chairperson before the Employer shall be required to recognize them.

7.03 The Grievance Committee shall be comprised of the Unit Chairperson of the Sub-Local and two (2) Stewards.

7.04 Settling Of Grievances

Step No. 1

When an employee has a complaint it shall be taken up between the aggrieved employee and their immediate supervisor within five (5) working days of the occurrence which gave rise to the complaint. The supervisor shall render a decision within five (5) working days.

Step No. 2

Failing settlement and within five (5) working days following the Step No. 1 decision, the matter will be reduced to writing and will be taken up between the Grievance Committee and a Committee appointed by the Employer. The aggrieved employee may be present if they desire or at the request of the Union. A representative of the Canadian Union of Public Employees may be present at this step or at the request of either party. The Employer's Committee shall render its decision in writing within five (5) working days.

Step No. 3

Failing a settlement under the above procedure of any difference concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or when an allegation is made that this Agreement has been violated, the matter in dispute may be taken to mediation or arbitration as provided in Article 8 herein. If no written request is received within ten (10) full working days after the decision in Step No. 2 is given, the grievance shall be deemed to have been settled or abandoned.

7.05 Policy Grievance

Any difference arising directly between the Union and the Employer relating to alleged violations or interpretations or applications of this Agreement which involves the interests of the employees as a whole may be taken up by the Union as a policy grievance and processed in accordance with the grievance procedure, provided written statement clearly stating the nature of the alleged violation, interpretation or application is lodged with the Director of Human Services within five (5) working days of the occurrence which gave rise to the complaint. The alleged grievance shall be initiated at Step No. 2 of the grievance procedure.

7.06 Management Grievance

The Union agrees that the Employer may at any time request a meeting with the Grievance Committee and a National Representative of the Union for the purpose of discussing any complaint with respect to the conduct of the Union, its officers or members in its relationships with the Employer and that if such complaint by the Employer is not resolved to the satisfaction of the Employer, it shall be treated as a grievance and may be referred to mediation or arbitration for determination in the same manner and to the same extent as the grievance of the Employee. It is agreed that no grievance shall be considered where the circumstances giving rise to it occurred more than five (5) working days before the filing of a complaint to the Union.

7.07 The time limits in the Grievance Procedure may be extended by mutual consent, in writing, of the parties to this Agreement.

7.08 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing identifying each employee who is grieving to the Department of Human Services Manager/Director designee within five (5) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of the Article shall then apply with respect to the processing of such grievance.

ARTICLE 8 ARBITRATION AND MEDIATION

- 8.01 a) In selecting an Arbitrator, other than using the expedited procedure allowed for under the Ontario Labour Relations Act, the referring party will put forward suggested names for the other party's consideration in accordance with Article 7.04. Upon receipt of the written referral, the responding party shall have a maximum of ten (10) working days from the date of referral, to respond in writing. Failure to respond or where the parties are unable to agree to an Arbitrator within thirty (30) working days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint an Arbitrator.
- b) Nothing in this Agreement shall preclude the Union and the Employer from agreeing to substitute an Arbitration Board for the Sole Arbitrator,
- c) Within fifteen (15) days thereafter, both parties shall indicate the name and address of its appointee to the Arbitration Board. The two appointees shall select an impartial Chairman.
- 8.02 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 8.03 The decision of the Arbitrator/Board shall be binding on both parties. The Arbitrator shall not have the power to alter or change any of the provisions in this Agreement, or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and contents of this Agreement as to the meaning of the decision.
- 8.04 Each party shall pay:
- a) The fees and expenses of their appointee, if applicable.
- b) One-half of the fees and expenses of the Arbitrator.
- 8.05 The time limits in the Arbitration Procedure may be extended by mutual consent, in writing, of the parties to this Agreement.
- 8.06 Mediation
The parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance. If the parties agree, the time limits for the request of arbitration (Clause 7.04 **Step 3**) may be extended. The parties will share equally the fees and expenses, if any, of the mediator.
- (a) A request to utilize the services of a mediator may be made before or after a request for arbitration has been made but shall only be made after a response at Step No. 2 has been received.
- (b) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the grievor is also entitled to be present at mediation. Legal counsel will not be present at mediation.

- (c) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each party's positions at arbitration.
- (d) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.

ARTICLE 9 DISCHARGE, SUSPENSION, AND DISCIPLINE

- 9.01 A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 within five (5) calendar days after the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Mediation/Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the employee;
 - (b) reinstating the employee without loss of seniority and with full compensation for time lost; or
 - (c) by any other arrangement which may be deemed just and equitable in the opinion of the conferring parties.
- 9.02
- (a) An employee shall be allowed access to their personnel file during working hours. During this review the employee will be accompanied by a member of Management. The employee will provide the Employer with **48** hours' notice of their request.
 - (b) Written disciplinary warnings will be reviewed after a period of 15 months from the date of the written warnings with the Supervisor. Should there be no written warnings of the same nature then the written warning shall be removed from the employee's personnel file.
- 9.03 All employees may be represented at the employee's request by an officer or steward of the Union at any meeting where written notice of discipline or discharge is being served.
- 9.04 No disciplinary document shall be placed in the employee's file which has not been first shown and a copy given to the employee. A copy of all disciplinary letters given to employees shall be sent to the Unit Chairperson of the bargaining unit and a copy to the CUPE National Representative. The employee shall have the right to respond to any document in the employee file and such reply shall be part of the employee file.

ARTICLE 10 SENIORITY

10.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall be used as a factor in determining preference or priority for promotions, transfers, demotions, lay-offs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

10.02 Seniority List

The Employer shall maintain full-time and part-time seniority lists showing the date upon which each employee's service commenced. Up-to-date seniority lists shall be sent to the Union and posted on the electronic departmental intranet within one (1) month of the signing of this Agreement and annually thereafter.

10.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of sixty-five (65) working days from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. After completion of the probationary period, seniority shall be effective from the original date of continuous employment.

10.04 Loss of Seniority

An employee shall not lose seniority rights, except as hereinafter provided, if they are absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

An employee shall lose all seniority and be deemed to have quit if they:

- (a) voluntarily resign;
- (b) are discharged and are not reinstated through the Grievance Procedure;
- (c) absent themselves from work for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given by the employee;
- (d) fail to report for work following a lay-off within seven (7) calendar days after being notified by registered mail to do so unless they give a reason satisfactory to the Employer for such failure;
- (e) fail to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (f) are absent due to lay-off for a period in excess of **eighteen (18)** months.

10.05 It shall be the duty of the employee to notify the Employer in writing promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any such notice to reach such employee.

10.06 An employee shall retain but not accumulate seniority if they:

- (a) are absent due to approved leave of absence in excess of one (1) month;
- (b) are absent due to illness or accident in excess of six (6) months after having exhausted their sick leave entitlement.

10.07 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside of the bargaining unit without their consent.

If any employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. Such employee shall have the right to return to the bargaining

unit if the return is within six (6) months.

If such employee later returns to the bargaining unit, they shall be placed in a position consistent with their seniority.

ARTICLE 11 PROMOTIONS AND STAFF CHANGES

11.01 Job Posting

When a vacancy occurs or a new position is created within the bargaining unit, the Employer will post notice of the position on the electronic departmental intranet for a period of five (5) working days so that present employees will know about the vacancy or position.

- (a) If an employee accepts a new position while on an approved leave of absence, any benefits the employee may be entitled to as a result of the new position shall become effective the date the employee returns and commences the new position. Any waiting periods a benefit may be subject to will also start the date the employee returns and commences the new position.

11.02 No outside advertisement for any vacancy shall be placed until the applications of present employees in the bargaining unit have been fully processed.

11.03 Promotion or Transfer

In all cases of promotion or transfer, seniority shall be the governing factor, provided that the employee with the most seniority has the qualifications, skill, and ability and is able to satisfactorily perform the job concerned.

11.04 Trial Period

If a vacancy or new position is filled from within the bargaining unit, the employee so appointed shall be placed on trial for a maximum period of forty (40) working days. If the Employer considers the employee satisfactory in the position, the appointment shall be considered permanent at the end of the trial period. In the event the employee proves unsatisfactory or if the employee finds themselves unable to perform the appointed job, they shall be returned to their former position and other employees promoted or transferred as a result of the appointment shall be returned to their former positions.

11.05 Notification to Employee and Union

Within ten (10) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted by electronic means. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment. The Employer shall notify each applicant for the position by e-mail advising whether or not they have been successful.

11.06 No New Employees

No new employees will be hired until those on lay-off who are qualified for the vacancy to be filled have been given an opportunity of re-employment.

11.07

- (a) When an employee is temporarily transferred to a higher paid classification, they shall receive the rate of pay for that classification.
- (b) When an employee is temporarily transferred to a lower paid classification, their rate of pay shall not be reduced.
- (c) A temporary transfer is defined as a transfer for a period of six (6) months or less, unless extended by mutual agreement.

11.08 Where, in the opinion of the employer a relocation between offices for the same classification as required for operational reasons, and where the affected employee(s) contests the relocation(s), the employer and Union shall meet to explore other options including letters of interest prior to the employer enacting the relocation(s). The meeting and subsequent decision by the employer will occur within seven (7) days of the identification of the pending move and this decision will be final.

ARTICLE 12LAYOFF AND RECALL PROCEDURE

12.01

- (a) In the case of layoffs due to a reduction in the workforce expected to last in excess of thirteen (13) weeks, notification will be given according to the Employment Standards Act.
- (b) For layoffs of less than thirteen (13) weeks the Union and those employees affected will receive five (5) working days' notice.
- (c) In the event of layoff, the Employer shall layoff employees within their classification from the part-time or full-time seniority list.
- (d) For the purposes of layoff, full-time and part-time seniority lists are deemed to be separate except as may be amended below.

12.02

- (a) An employee who is subject to layoff shall have the right to either:
 - i) Accept the layoff; or opt to retire if eligible under the terms of OMERS; or
 - ii) Displace an employee who has lesser bargaining unit seniority, and is of the same status (full-time or part-time) in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the identical or lower paying classification without training other than orientation.

Such employee so displaced shall be laid off and may bump an employee who is of the same status (full-time or part-time), and who is a less senior employee in a lower or identical paying classification in the bargaining unit, if the employee originally subject to layoff is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.
 - iii) Where there are no employees with less seniority in lower or identical paying classifications, a laid off employee will have the right to displace an employee with less seniority in another higher paying classification provided they are qualified for and can perform the duties without training other than orientation.

Such employee so displaced shall be laid off and subject to the language in (c) ii) paragraph 2.

- iv) Where a full-time employee cannot bump another full-time employee in accordance with the above, they can displace a part-time employee in an equal or lower paying classification who is less senior provided they are qualified for and can perform the duties of the classification without training other than orientation. Such part-time employee so displaced shall be laid off and shall be entitled to the rights as set out in (ii) above. A part time employee who cannot bump another part-time employee shall likewise have the right to displace a less senior full time employee provided they are qualified for and can perform the duties of the classification without training other than orientation. Such full-time employee so displaced shall be laid off and shall be entitled to the rights set out in (ii) above.
- v) The decision of the employee to choose (i), (ii), (iii) of the above shall be given in writing to Human Resources within seven (7) calendar days following the notification of layoff. Employee failing to do so will be deemed to have accepted the layoff. Any other employee subsequently bumped must exercise their bumping rights within three (3) days of their being bumped.

12.03 Orientation is defined as an opportunity for the Employer to advise the bumping employee of any particular requirements, procedures or aspects of the job and for the bumping employee to become familiar with the job processes and requirements. It is not a training period.

12.04

- (a) An employee shall be recalled from a layoff to an available opening, in order of seniority, provided they have the qualifications and ability to perform the work without training other than orientation. For clarity, in all matters of posting (permanent or temporary positions) the position(s) will be posted first. Applicants currently working, as well as those on layoff, will be considered in accordance with the job posting procedure, Article 11. A laid off employee shall retain the rights of recall for a period of twelve (12) months from the date of layoff.
- (b) In determining the ability of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

12.05 In the event that a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

12.06 Should a vacancy become available during the recall period, the Employer shall post the vacancy in order for members of the bargaining unit to apply for the vacancy. The subsequent vacancy will then be offered to members on layoff providing they have the ability and qualifications as required to perform the work.

No new employees shall be hired until all those laid off have been recalled to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

12.07 It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by courier, addressed to the last address on record with the Employer (which notification shall be

deemed to have been received on the second date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

- 12.08 When a laid off employee bids for and is successful in obtaining a posted permanent position, they shall have no further recall rights.

ARTICLE 13 HOURS OF WORK

13.01

- (a) The normal work day for all full-time employees, **excluding EarlyON**, shall be seven (7) hours per day and the normal work week for all employees shall be thirty-five (35) hours, Monday to Friday, inclusive. **The hours of work for all EarlyON employees shall be up to seven (7) hours per day and thirty-five (35) hours per week, Monday to Saturday inclusive.** In the event of a declared emergency, the normal work week may be extended at the Employer's discretion and paid at the applicable overtime rate.
- (b) Paragraphs (a) does not, however, constitute a guarantee as to the hours of work per day nor as to the hours of work per week.

13.02 Lunch Period

All employees shall be entitled to a one hour (1) unpaid meal period at such intervals as will result in no employee working longer than five (5) consecutive hours without an eating period.

13.03 Paid Rest Period

All employees shall be permitted a rest period of fifteen (15) minutes in both mornings and afternoons.

13.04 Assignment of Extra Shifts to Part-Time Employees

An extra shift within a department will be offered to the most senior part-time employee qualified to meet the requirements of the position that relate to the extra shift and in circumstances where no overtime or premium payment(s) may result. If an employee accepts or refuses an extra shift, a subsequent extra shift will be offered to the next most senior part-time employee. These shifts will be offered by seniority on a rotational basis. An employee may indicate in writing their desire to not be considered for extra shifts.

ARTICLE 14 OVERTIME

- 14.01 **Employees, excluding EarlyON**, will be paid overtime at the rate of one and one-half (1½) times their regular hourly rate for authorized time worked in excess of seven (7) hours per day or thirty-five (35) hours per week and on Saturday. **EarlyON employees will be paid overtime at the rate of one and one-half (1½) times their regular hourly rate for authorized time worked in excess of seven (7) hours per day or thirty-five (35) hours per week.**

14.02 **Employees** will receive two (2) times their regular hourly rate for authorized time worked on Sundays and holidays recognized in Article 15.

14.03 Minimum Call-In Pay

When an employee is called in for overtime work outside their normal working hours they shall be paid for a minimum of two and one-half (2 1/2) hours at their applicable overtime rate.

14.04 Time Off In Lieu of Overtime

Instead of payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time agreeable to the Employer.

14.05 Meal Allowance

An employee who is required by the Employer to work two (2) or more hours of overtime after the expiration of their normal hours of work in a single day shall be provided with a meal allowance of ten (\$10.00) dollars.

ARTICLE 15 HOLIDAYS

15.01 Paid Holidays

The Employer recognizes the following as paid holidays:

New Years Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	New Years Eve

And any other day proclaimed as a holiday by the Federal, Provincial, or County Government.

For full-time employees, a floating Holiday (pro-rated during the first year of employment based on hire date and pro-rated during the last year of employment based on termination date) to be taken at a time mutually agreed to between the Employer and the Employee.

Human Services and **EarlyON** will be closed between December 24th and January 1st each year, with applicable paid holidays being applied to any working days within this time frame. This supersedes 15.05 of the collective agreement for this period only, as paid holidays that fall on a weekend may in fact be applied to the days in the previous week. For any additional working days during this time frame, employees may use vacation, lieu time, banked time, reserve a compressed schedule day, or take the day(s) as unpaid.

15.02 Holiday pay will be computed on the basis of the number of hours the Employee would otherwise have worked had there been no holiday, at their regular straight time rate of pay.

A part-time employee's holiday pay shall be calculated on the basis of the employee's regular rate of pay times the average number of hours worked on those days on

which the employee earned wages during the two full pay periods immediately preceding the holiday.

- 15.03 In order to qualify for Holiday Pay an employee must work their last scheduled day of work preceding and their first scheduled day following the holiday concerned unless the employee is absent due to illness or vacation or other absence approved by the Employer. Where absent on the qualifying days before and after a paid holiday is due to illness, a satisfactory medical certificate must be provided, dated for the period of illness.
- 15.04 Any employee required to work on a holiday will be paid at the rate of time and one-half their regular straight time rate of pay for all authorized work performed on such a day in addition to whatever holiday pay to which they may be entitled.
- 15.05 If any of the above holidays fall on a Saturday or Sunday, the Employer shall establish the Monday and/or Tuesday subsequent to the holiday as the day to be observed as the holiday.
- 15.06 If a paid holiday falls or is observed during an employee's period, they shall be allowed an additional vacation day with pay at a time designated by the employee and mutually agreeable to the Employer.

ARTICLE 16 VACATIONS

16.01

- (a) Employees shall submit their vacation requests to the Employer by December 1st of the current year for all vacations including and up to the first week of January of the following calendar year. Vacation will be awarded by seniority by classification. A request for a calendar week of vacation will take precedence over a request for an individual day during the months of March, July (starting the Monday of the week that Canada Day falls within), and August (ending the Tuesday of the week that Labour Day falls within) and from December 20 – the Monday in January when the school system resumes.

The Employer shall post an electronic vacation schedule no later than January 31. All requests received after December 1st shall be in writing at least two (2) weeks in advance of the first day requested and shall be dealt with on a first come, first serve basis, noting that if there is more than one request seniority shall be the determining factor.

If a vacation week/day becomes available through cancellation, it will be posted on the departmental intranet for five (5) working days, providing the employer has been given the five (5) days' notice. If the advance notice has not been given the Employer will post the cancelled vacation as soon as practicable. The vacation will be granted to the most senior employee requesting the vacation.

Vacation may be taken in calendar weeks or individual days. No individual days may be scheduled during the months of March, July (starting the Monday of the week that Canada Day falls within), and August (ending the Tuesday of the week that Labour day falls within) and from December 20 – the Monday in January, when the school system resumes, unless there is adequate time available on the final vacation schedule.

- (b) Employees working less than a normal work week and/or work year shall be entitled to vacation pay on a prorated basis.

- (i) Full-time employees shall be granted vacation with pay in accordance with the following schedule:

Less than one (1) year of employment as of December 31 in any calendar year - .833 working days' vacation for each completed month of employment

After one (1) year of employment, two (2) calendar weeks;

After two (2) years of employment, three (3) calendar weeks;

After eight (8) years of employment, four (4) calendar weeks;

After fourteen (14) years of employment, five (5) calendar weeks;

After twenty (20) years of employment, six (6) calendar weeks.

A full-time employee with more than one (1) year's service may carry over a maximum of two (2) weeks of their vacation earnings to the following year, subject to obtaining approval from the Director of Human Services or designate prior to December 1st in the year during which such vacation credits were earned. Such approval shall not be unreasonably withheld.

- (ii) Vacation pay for part-time employees will be paid in the last pay in June and December on the following basis:

Less than one (1) and up to and including five (5) years of employment- four percent (4%) of gross wages (excluding vacation pay);

After five (5) years of employment - eight percent (8%) of gross wages (excluding vacation pay);

After fourteen (14) years of employment - ten percent (10%) of gross wages (excluding vacation pay); and

After twenty (20) years of employment - twelve percent (12%) of gross wages (excluding vacation pay);

Part-time employees will be entitled to 70 hours of vacation per calendar year prorated during the first year of employment based on hire date.

- (iii) Vacation credits for years of service will be given in the year during which the employee attains the requisite seniority.
- (c) Where an employee qualifies for sick leave due to being hospitalized during their vacation, or where an employee qualifies for bereavement leave in accordance with Article 18.02 (a) and (b) there shall be no deductions 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 at the employee's option.
- (d) An employee who is absent from work for more than two (2) years while on WSIB or for more than eight (8) weeks while on an approved leave of absence shall have their vacation time and pay proportionately adjusted to reflect same.

An employee who terminates their employment or retires at any time in their vacation year before they have had their vacation shall be entitled to pay for such vacation on a pro-rata basis.

If employment terminates for whatever reason and the employee has taken more vacation time than the employee has earned, the overpayment will be deducted from the employee's final pay

- 16.03 In the event of the death of an employee, the beneficiary or estate shall be entitled to receive such vacation pay as may stand to the credit of the employee.

ARTICLE 17 SICK LEAVE

- 17.01 The Employer agrees to continue to provide income protection under the County of Oxford Short Term Income Protection Plan and the Long Term Disability Insurance in accordance with their terms and conditions, more particularly described in Appendix "A" hereto.

ARTICLE 18 LEAVE OF ABSENCE

18.01

- (a) The Employer will grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing such leave of absence does not interfere with the continuance of efficient operations by the Employer. It is understood that the maximum total of all leave granted under this section shall not exceed twenty-five (25) working days in any calendar year and requests for such leave of absence shall be made in writing, at least two (2) weeks in advance. **Requests in excess of twenty-five (25) working days shall not be unreasonably denied.**
- (b) The Employer shall grant any employee who is elected or selected for a full-time position with the Union an unpaid leave of absence for a period of up to one two **(2) years**. The employee shall not lose their seniority status but enjoy uninterrupted seniority. The leave may be extended with approval from the Employer.

18.02 Bereavement Leave

An employee will be granted leave of absence, without loss of pay, taken at the time of death for the purposes of arranging for and attending the service of, and/or mourning thereafter of a deceased relative for up to the maximum number of scheduled work days set forth in the following schedule.

- (a) Five (5) working days in the event of death of spouse, child, step-child, father, mother, sister, brother, grandchildren and step-grandchildren of the employee;
- (b) Three (3) working days in the event of death of grandparent, grandparents-in-law, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law;
- (c) One (1) working day in the event of death of uncle, aunt, or niece/nephew;
- (d) One (1) working day to serve as a pall bearer.

In the event that a memorial, ceremony, or gathering is scheduled at a future date

written request may be made by the employee before the leave has concluded, to reserve one (1) of the days referred to above to be taken on a **future date requested. The date will be scheduled by the employee no later than twelve (12) months of the request being submitted.**

For the purpose of bereavement leave, the relationship specified in the preceding clauses are deemed to include a common-law spouse and a partner of the same sex.

18.03 Leave Of Absence

The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. Leave of absence without pay may be granted by the Manager for a period not in excess of two (2) consecutive days. All other requests for such leave of absence shall be made in writing at least two (2) weeks in advance, except in the case of extenuating circumstances, to their Manager.

18.04 Jury Duty

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

18.05 Pregnancy/Parental Leave

- (a) Pregnancy/parental leave will be granted in accordance with the provisions of the Employment Standards Act, **as amended from time to time**. During the period of pregnancy/**parental** leave, the Employer shall continue to pay its share of **health and welfare benefit premiums outlined in appendix B**. During pregnancy, adoption or parental leave an employee shall accumulate seniority and vacation **time**.
- (b) Where a Doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of twenty-four (24) months shall be allowed without compensation and benefits. Seniority and service benefits are to accrue for a maximum of **eighteen (18)** months only.
- (c) When an employee intends to resume their employment after pregnancy/parental leave, they shall provide the Employer with at least two (2) weeks' notice in writing. On return from pregnancy / parental leave, the employee shall be reinstated to their former position or provided with alternative work of a comparable nature at not less than their wages at the time of their leave.
- (d) **On confirmation by the Employment Insurance Commission (EIC) of the appropriateness of this Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy or parental leave as provided under this Article who is in receipt of Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, shall be paid a supplemental benefit. That benefit will be the equivalent to the difference between 75% of their regular weekly earnings and the sum of their weekly employment insurance benefit and other earnings for a maximum period of fifteen (15) weeks while the employee is in**

receipt of Employment Insurance benefits which includes the waiting period while waiting to receive Employment Insurance benefits. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal working hours.

In order to be eligible for the top-up under this Article 18.05, the employee must provide the employer with proof that they are in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act* (Canada) and the amount of the EI benefit they are receiving.

In no event will the top-up exceed the difference between 75% of the employee's actual weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's EI benefit calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

18.06 Weather Conditions

An employee shall contact their Manager in the event of absence due to adverse road or weather conditions and shall not lose any regular wages if sent home or advised by the Director of Human Services / Manager of Human Services not to report for work. Should an employee choose not to come to work due to adverse road or weather conditions, the employee may request to take a vacation day, banked time, an unpaid day, or adjust their next compressed day to cover the absence.

As well, an employee shall contact their Manager in the event of vehicle breakdown during working hours and shall not lose any regular wages provided repairs are made within a reasonable time.

ARTICLE 19 PAYMENT OF WAGES AND ALLOWANCES

19.01 Education Allowance

- (a) The Employer agrees to pay the cost of all academic or technical courses which have been approved and authorized by the Employer upon the successful completion by the employee of such approved course.
- (b) The Employer agrees to provide leave of absence with pay and without loss of benefits for the purpose of writing examinations for any course approved and authorized by the Employer providing that such leave does not conflict with the Employer's right to maintain efficiency and further that the examination cannot reasonably be tried or written at a time outside normal working hours.

19.02 Mileage Allowance

The mileage reimbursement rate will be in accordance with the Canada Revenue Agency (CRA) provisions and all future changes will be in accordance with these provisions.

When an employee is assigned on a temporary basis to a different workplace he will be entitled to receive a) mileage from their home or County line to the temporary workplace or b) the difference between a) and the mileage from their home or County line to their regular workplace, whichever is less.

19.03 In the event an employee is required to work outside the County of Oxford they will be reimbursed for meals according to the Oxford County Conference and Training Expense Policy.

19.04 Pay Schedule

The Employer shall pay salaries and wages on Thursdays on a bi-weekly basis in accordance with Schedule "A" attached hereto and forming part of this Agreement, and shall supply each employee at the time wages are paid with an itemized statement of their wages, overtime and other supplementary pay and deductions.

Where the Employer makes an error on an employee's pay cheque that results in an overpayment, the overpayment will be recouped on the pay following the advice to the employee of the overpayment, provided the error does not exceed one hundred dollars (\$100.00). Errors in excess of one hundred dollars (\$100.00) will be repaid in accordance with a repayment agreement reached between the Employer, the employee and the Union. Such agreement will not be unreasonably withheld by any of the parties involved.

ARTICLE 20

EMPLOYEE BENEFITS

20.01 In addition to the Canada Pension Plan, it shall be a condition of employment that all full time employees covered under this Agreement shall join the Ontario Municipal Employees Retirement System on date of hire.

As defined by O.M.E.R.S., "Other than Continuous Full-time Employees" are eligible, on a voluntary basis, to join the plan if during each of the two immediately preceding calendar years they have worked at least 700 hours, or earned at least 35% of the Year's maximum Pensionable Earnings (YMPE) as defined under the Canadian Pension Plan. It should be noted, however, that once an employee joins OMERS the employee cannot opt out at a later date or if there is an employment status change, for example a change in status from full-time to part-time.

20.02 In accordance with the terms of the insurance policies, the Employer agrees to continue to provide the Group Life (or an equivalent Policy) providing for Life, Accidental Death and Dismemberment and Healthcare, Dentalcare and Visioncare Benefits to age 65, more particularly described in Appendix "B" hereto. A copy of the insurance company's master contract will be provided to the Union upon request.

20.03 The insurance coverage outlined above (20.02) is described in detail in a booklet prepared by the County's Insurance Company and is available to each full time employee.

20.04 The Employer reserves the right to change Carriers on the insurance without notification, provided the insurance maintains equal or better coverage.

20.05 Where there is any discrepancy between the insurance information booklets provided to employees and the insurance policy, the insurance policy shall govern.

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

ARTICLE 21WORKPLACE HEALTH AND SAFETY

21.01 Safety and Health

The Employer will make reasonable provisions for the safety and health of its employees during working hours. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in reasonable promotion of safety and health of all employees.

The Union and the Employer shall participate in a Joint Health and Safety Committee in accordance with the provisions of the Occupational Health and Safety Act and jointly approved Terms of Reference for this committee. This committee shall have a maximum of one (1) representative and one (1) alternate appointed by the Union. At no time shall the number of employer representatives exceed the number of worker representatives on the Committee.

21.02 Injury Pay Provision

An employee who is injured while performing authorized work of the Employer during working hours and requires medical treatment or is sent home by the Director of Ontario Works or designate, as a result of such injury, shall not suffer loss of pay or benefits during the remainder of the employee's normal working hours of work on that date unless the employee is fit to return for further work during that day.

21.03 Workplace Health And Safety Insurance

Refer to Appendix "A" 09 in the event of an occupational illness or injury which continues beyond the day of the illness or injury.

21.04 Rehabilitation, Modified Duties and Work Accommodation

It is agreed that employees shall at all times be represented by the Unit Chairperson or designate from the Union Executive and/or the National Representative during any meetings with representatives of the County and/or the Workplace Safety and Insurance Board and Disability carriers with regard to Rehabilitation, Modified Duties and Work Accommodation. If the employee chooses not have representation, the employee will be required to sign a waiver.

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

The modified work assignment must suit the medical restrictions, education and training/experience of the employee. Medical restrictions will be determined by the employee's health care professional.

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

ARTICLE 22 STRIKES/LOCKOUTS

- 22.01 The Employer agrees that during the term of this Agreement there will be no lockout.
- 22.02 The Union agrees that during the term of this Agreement there will be no strikes.
- 22.03 The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 23 GENERAL CONDITIONS

23.01 Electronic Departmental Intranet

The Employer shall provide an electronic departmental intranet which shall be placed so that all employees may have access to it and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to employees. It is agreed, however, that all such notices must first be approved by the Director of Human Services or their designate.

23.02 **Non-Gender** Terms May Apply

Non-Gender terms will be used in this Agreement.

Spouse, for the purpose of this Collective Agreement, shall be as defined by the Ontario Human Rights Code.

ARTICLE 24 PRESENT CONDITIONS AND BENEFITS

24.01 Limitation

This contract constitutes the entire Agreement between the parties, and supersedes and replaces all previous Agreements and practices both written and oral.

ARTICLE 25 COPIES OF AGREEMENT

- 25.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. Copies of this Agreement shall be made available on the department intranet. Upon request, a hard copy will be available from Human Resources.

ARTICLE 26 DURATION OF AGREEMENT

- 26.01 This Agreement shall be in effect from **January 1, 2021 to December 31, 2024** and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement.
- 26.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.
- 26.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within fifteen (15) days after the giving of such notice is requested to do so.

Signed this 14 day of June, 2021.

On behalf of

On behalf of

THE COUNTY OF OXFORD

THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1146
- HUMAN SERVICES

Original signed by Amy Smith

Original signed by Rod Billard

Original signed by Sarah Hamulecki

Original signed by Wendy McArthur

Original signed by Christine Bida

Schedule "A" Bi-Weekly Salary Level

		1st Year	2nd Year	3rd Year	4th Year	% Increase
Case Worker Program Integrity Worker						
Hourly	January 1, 2021 - December 31, 2021	35.42	36.43	37.45	38.46	1.75%
	January 1, 2022 - December 31, 2022	36.13	37.16	38.20	39.23	2.00%
	January 1, 2023 - December 31, 2023	36.85	37.90	38.96	40.01	2.00%
	January 1, 2024 - December 31, 2024	37.59	38.66	39.74	40.81	2.00%
Family Support Worker						
Hourly	January 1, 2021 - December 31, 2021	37.28	38.35	39.39	40.44	1.75%
	January 1, 2022 - December 31, 2022	38.03	39.12	40.18	41.25	2.00%
	January 1, 2023 - December 31, 2023	38.79	39.90	40.98	42.07	2.00%
	January 1, 2024 - December 31, 2024	39.56	40.70	41.80	42.92	2.00%
Temporary Case Worker						
Hourly	January 1, 2021 - December 31, 2021				35.42	1.75%
	January 1, 2022 - December 31, 2022				36.13	2.00%
	January 1, 2023 - December 31, 2023				36.85	2.00%
	January 1, 2024 - December 31, 2024				37.59	2.00%
Support Clerks						
Hourly	January 1, 2021 - December 31, 2021	26.27	27.01	27.75	28.50	1.75%
	January 1, 2022 - December 31, 2022	26.80	27.55	28.30	29.07	2.00%
	January 1, 2023 - December 31, 2023	27.33	28.10	28.87	29.65	2.00%
	January 1, 2024 - December 31, 2024	27.88	28.66	29.45	30.24	2.00%
Community Planning Analyst						
Hourly	January 1, 2021 - December 31, 2021	30.30	31.66	33.03	34.30	1.75%
	January 1, 2022 - December 31, 2022	30.91	32.29	33.69	34.99	2.00%
	January 1, 2023 - December 31, 2023	31.53	32.94	34.36	35.69	2.00%
	January 1, 2024 - December 31, 2024	32.16	33.60	35.05	36.40	2.00%
EarlyON Facilitator						
	January 1, 2021 - December 31, 2021	26.36	27.51	28.68	29.83	1.75%
	January 1, 2022 - December 31, 2022	26.89	28.06	29.25	30.43	2.00%
	January 1, 2023 - December 31, 2023	27.43	28.62	29.84	31.04	2.00%
	January 1, 2024 - December 31, 2024	27.98	29.19	30.44	31.66	2.00%

APPENDIX "A"

SICK LEAVE, SHORT TERM-INCOME PROTECTION PLAN

- 01 Each permanent, full time employee who has completed their probationary period shall be entitled to eight (8) paid sick days per calendar year (pro-rated during the first year of employment) to be used for non-occupational absences related to an illness or injury, **or the illness or injury of a dependent child.**
- 02 Sick days are to be applied to periods of disability of three (3) consecutive working days or less. Sick days can be used as a bridge to short term income protection benefits.
- 03 On the fourth (4th) day of consecutive absence due to a non-occupational illness or injury, or on the first (1st) day of absence due to hospitalization (due to illness, surgery or other procedure that requires admission to the hospital, including day surgical procedures), the short term income protection plan provides that all active full time employees who have completed their probationary period shall be entitled to income protection in accordance with the following schedule, if acceptable medical documentation is provided in accordance with clause 06. Such medical certificate will be reimbursed by the employer, to a maximum of \$40.

Length of Service	Full Salary	66 ⅔ of Salary
3 months but less than 1 year	1	16
1 year but less than 2 years	2	15
2 years but less than 3 years	3	14
3 years but less than 4 years	4	13
4 years but less than 5 years	5	12
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
Over 9 years	17	0

- 04 If an employee has exhausted their annual eight (8) sick days, they may use accrued vacation or banked lieu time to maintain their income until they are eligible for short term income protection benefits. An employee may also use accrued vacation or banked lieu time to top up their salary to 100% if they are within the first 9 years of employment according to the schedule above.
- 05 Employees who are absent on account of non-occupational illnesses or injuries must report to their Supervisor during the first day of absence and when the absence is, or is expected to be, in excess of three (3) consecutive working days, the employee shall not be entitled to short term income protection unless a certificate from a qualified health professional (at the employee's cost) is provided to the Supervisor and/or the Employee Health Coordinator at the commencement of the absence, and should include:
- i) the expected Return to Work date or duration of absence;
 - ii) recommended restrictions and duration;
 - iii) prognosis for a full recovery to resume the essential duties of their job.

The employer reserves the right to request an examination by an independent medical practitioner designated by the employer at any time during the absence

- 06 The maximum short-term income protection for any or all non-occupational illnesses or injuries will be seventeen (17) weeks from the date of the disability within any one (1)

calendar year. If an employee has multiple absences within the calendar year, the maximum weeks of short term income protection available is seventeen (17) weeks. In the event an employee is in receipt of short term income protection at the end of a calendar year, short term income protection will continue into the following year. The seventeen (17) weeks of benefit will be re-instated once the employee has worked five (5) consecutively scheduled days in the new calendar year. At that time the employee will also be granted their eight (8) sick day allotment for the new calendar year.

- 07 When an employee is eligible for any leave of absence under the Employment Standards Act (ex. Pregnancy/Parental Leave, Family Medical Leave, etc.), the Short Term Income Protection Plan shall not apply during the period of leave.
- 08 When an employee is covered under the Short Term Income Protection Plan, all benefits shall be continuous and deducted, if applicable, in the usual manner so that the employee will retain all benefits. These benefits shall include regular vacations and paid holidays. If a paid holiday falls within the period of sick leave, the employee shall be paid for the statutory holiday.
- 09 The Short Term Income Protection Plan cannot be substituted while an employee is on an approved vacation or during a paid holiday or bereavement.

Long Term Disability

(a) The Employer agrees to pay 100% of the billed premiums of Disability Insurance offered by the County's Insurance Company. The basic benefits are as follows:

(b) The Plan provides for all full-time employees who have completed their probationary period to be eligible to enroll in the long term disability plan. After a qualifying period of 119 calendar days from the date the employee becomes continually disabled, the employee will be eligible for Long Term Disability payments in the amount of 75% of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of \$6,000.00 per month, subject to medical evidence supporting total disability.

(c) An employee who is receiving payment under the Long Term Disability Plan shall not accrue vacation and years of service credits.

(d) If an employee is on Long Term Disability, their benefits shall be maintained by the County where applicable to a maximum of twenty-four (24) months from the last day of work.

(e) If an employee is on Long Term Disability, their status of employment with the County shall be reviewed by the employer in consultation with the Union after twenty-four (24) months from the date of the disability.

APPENDIX "B": EMPLOYEE BENEFITS

GROUP MEDICAL AND HOSPITAL INSURANCE PLANS

- 01 The Employer participates in Group Medical and Hospital Insurance Plans, which include Semi-Private and Extended Health Care, and assumes one hundred percent (100%) of the cost of the premiums. Mandatory generic drug coverage is provided through the Employer's benefit carrier. Where an employee medically requires a drug other than the lowest priced equivalent one available, the employer will cover the cost up to \$40 for the completion of the benefit carrier's exception form. The benefit plan includes a \$9.00 capped dispensing fee for prescription drugs.
- 02 Permanent part-time employees shall receive the benefits provided for in this Agreement for which they are eligible, the cost of which shall be on a pro-rata basis.
- 03 It is a condition of permanent employment with the County that each employee who has completed their probationary period join these plans, unless the employee elects to file a valid exemption certificate.

GROUP LIFE INSURANCE AND A.D.& D.

- 04 All employees who have completed their probationary period are required to participate in the Group Life Insurance and A.D.& D. Plan as underwritten by the County's Insurance Company in accordance with the terms and conditions set forth in the Master Policy which will provide life insurance on the employee to the extent of one and one-half times their annual salary calculated to the next higher \$1,000.00.
- 05 The Plan provides for life insurance for dependents. For details see Schedule of Benefits under The Group Policy.
- 06 The premium cost for Group Life Insurance and A.D.&D. shall be one hundred percent (100%) paid by the Employer.

VISION CARE

- 07 Vision care will provide a maximum of **\$450.00 per 24 months (effective the first of the month following ratification by both parties).**
Effective January 1, 2022 this will increase to \$500.00 per 24 months.
Effective January 1, 2023 this will increase to \$550.00 per 24 months.

DENTAL PLAN

- 08 The Employer participates in a Dental Plan and agrees to pay 100% of the billed premiums.

Under the Dental Plan, there is no calendar year deductible.

The Dental Plan will provide for one hundred percent (100%) reimbursement of eligible expenses under Dental Plan #9 based on one (1) year below the current Ontario Dental Association Fee Guide.

09 Orthodontist, Crowns and Dentures

Orthodontic coverage for unmarried, dependent children to age 21 and for unmarried, dependent children over the age of 21 but less than the age of twenty-five (25) providing they are attending school full-time – 50% re-imbusement of eligible expenses associated with the orthodontic services to a lifetime maximum of \$1500 per insured dependent child. The treatment program must begin while the dependent child is still eligible for such coverage in order to be considered as an eligible expense.

A self-insured benefit of \$800 per lifetime, per family member to be used towards crowns, bridges and denture fabrication. Lifetime maximum payable on production of receipt taxable at the end of the year as earnings.

10 Continuation of Benefits

The Employer agrees to pay the full cost of Group Life, Semi-Private and Extended Health Care Coverage premiums on behalf of any employee with these coverages at the time of layoff who is laid off for a period of not more than three (3) months, provided the employee does not find alternative employment.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1146
(HUMAN SERVICES)

Re: Flexible Work Arrangements – Banked Hours and Compressed Schedule

Whereas the County implemented a flexible work arrangement policy and program, and whereas CUPE members have expressed an interest in participating in one or more of the options outlined in the flexible work arrangement handbook; and whereas the hours of work and other provisions outlined in their collective agreement would prevent CUPE members from participating in two of the outlined options – banked hours and compressed schedule – therefore the parties agree to the following:

Banked Hours:

Hours are banked when employees intentionally request to work additional hours at straight time. The accrued hours are to be taken at a time specified by the employee in the future. For clarity, this differs from overtime pay as defined in Article 14 as overtime is accrued when the Employer requires the employee to perform the work.

Employees can have a maximum of fourteen (14) hours banked at any one time. Hours must be worked and banked before they can be taken. The hours worked are banked at straight time; therefore, overtime clauses do not apply when an employee requests to bank hours. If an employee had requested banked hours; however, an issue arises, in which a manager requests the employee work additional hours; the previously approved banked hours become void and overtime will apply.

Any banked hours must be utilized within the year that they are earned and employee's banked hours will revert to zero on January 1st of each year. Once an employee utilizes banked hours, they are able to replenish the bank back up to the maximum allowed.

Supervisory approval shall be obtained prior to the employee banking hours or using banked hours to ensure that operational needs are maintained. The employee will only bank the hours pre-approved by their manager.

Compressed Schedule:

Employees may request to go on a compressed schedule. The parties recognize that not all employees will be approved to participate in a compressed work schedule. The Employer agrees to assess each request reasonably and if a request is denied, the Employer will provide details, in writing, to the employee. Requests will not be unreasonably denied. All approved compressed work schedules must ensure that the employee is able to perform work that is of value to the organization and that maintains the same level of service delivery during their extended day.

Under a compressed schedule clause, the overtime provisions do not apply unless the employee works in excess of the scheduled work day as approved in the compressed schedule.

For all approved compressed schedules, the following apply:

- Employees will work the equivalent of 15 days in 14, taking the same day off in every three week cycle - a fixed schedule of days and hours to be worked must be established and must remain consistent throughout the year. For example, if your compressed day is the Wednesday of the 3rd week – that remains your compressed day for the entire year.
- An employee is able to cancel the approved compressed schedule at any time. Should an employee require an amendment to the fixed schedule such request shall not be unreasonably denied, provided operational requirements can be met. A maximum of 1 amendment may be requested per calendar year.
- Employees must take a minimum ½ hour lunch break and paid rest/coffee breaks are not counted towards compressed time.
- Employees can request to work the additional ½ hour by starting work earlier than their normal start time; taking ½ hour lunch break and/or working beyond their normal end time.
- If an employee becomes ill on their scheduled compressed day, it is treated as if the employee were sick on a vacation day, weekend or statutory holiday.
- If the Employer schedules mandatory training on a day off during an employee's compressed schedule, the employee would request a different day off in the same cycle, based on the operational needs of the organization.
- Statutory holidays and paid days off (i.e., bereavement leave, jury duty, etc.) are recorded as a regular 7 hour work day prior to the compressed work schedule. To maintain a compressed day within that period, employees are required to make up the additional half hour during their 3 week cycle.
- Incidental sick days are recorded based on the number of hours typically worked on that day according to the established schedule. For example, 7 ½ hours would be removed from their sick day bank in a compressed schedule vs 7 hours removed from their sick bank if not working a compressed schedule. If an employee is approved for Short Term Income Protection, they will immediately revert back to the regular work schedule. Any unused hours worked in the compressed schedule will be banked to use on return to work.
- Vacation will be recorded in the number of hours actually taken on a given day. If employees wish to take a full week of vacation, the hours they would typically work in that compressed schedule week are deducted from their bank.
- There is no change to the employee's entitlement to insured benefits (dental, medical, life insurance) or to the employee's OMERS contributions.
- Should a number of employees on the same team request the same day to be taken as their compressed day off, selection will be granted based on seniority.

The Parties agree that CUPE is the exclusive bargaining agent and no other Flexible Work Arrangements shall be agreed to without the express written consent of this Union. The parties agree that no employee shall be entitled to participate in the Vacation Purchase Plan arrangement. The Reduced Hours flexible work arrangement would be considered on a case by case basis through discussion with the requesting employee, the bargaining unit, and the employer.

Where the Flexible Work Arrangements policy dated October 12, 2016 or any subsequent policy and the Collective Agreement conflict, the Collective Agreement shall apply unless

amended by a subsequent Letter of Understanding.

This Letter of Understanding shall be appended to the Collective Agreement (expiry December 31st, **2024**).

Dated at Woodstock, Ontario on this 14th day of June, 2021.

ON BEHALF OF THE
COUNTY OF OXFORD

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1146 –
HUMAN SERVICES

Original signed by Amy Smith

Original signed by Rod Billard

Original signed by Sarah Hamulecki

Original signed by Wendy McArthur

Original signed by Christine Bida

LETTER OF UNDERSTANDING

BETWEEN

The County of Oxford

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1146
(HUMAN SERVICES)

RE: Medical, legal and non-recurring personal appointments

With reasonable advance notice, the employer may allow some flexibility for employees to attend medical, legal and non-recurring personal appointments which occur during business hours on the following conditions:

- employees may be asked to provide proof of appointment times.
- in order to accommodate such requests employees will be allowed to adjust their lunch hour in 15 minute increments to a maximum of 1/2 hour and/or, by exception only, work up to an additional 1/2 hour at the beginning or end of a work day. Time may be accrued over the course of several business days however said accrual is not to exceed two hours. Appointments that require time in excess of two hours can be accommodated in accordance with the existing vacation / personal emergency leave policies.
- approval will be at the discretion of the respective Manager contingent on available coverage and compliance with the preceding conditions.
- requests will be considered and a response given within 24 hours of the request. If the employee's Manager is away then it is expected that they can go to another Manager for an answer.

Dated at Woodstock, Ontario on this 14th day of June, 2021.

ON BEHALF OF THE
COUNTY OF OXFORD

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1146 -
HUMAN SERVICES

Original signed by Amy Smith

Original signed by Rod Billard

Original signed by Sarah Hamulecki

Original signed by Wendy McArthur

Original signed by Christine Bida

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF OXFORD

- AND -

**CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1146
(HUMAN SERVICES)**

RE: Potential Changes to Provincial Funding

In the event of any changes to provincial funding and/or necessary changes to contracted service levels provided, the employer commits to meeting with all representatives of the union, as soon as possible, to discuss any necessary staffing adjustments.

Discussions may include, but are not limited to:

- (i) Identifying current vacant positions with the employer or positions which are currently filled, but which may become vacant within a six (6) month period and which are within the Bargaining Unit;**
- (ii) Early retirement incentives, should transition funding be provided, for the purpose of reducing employees subject to layoff.**

Dated at Woodstock, Ontario on this 14th day of June, 2021.

ON BEHALF OF THE
COUNTY OF OXFORD

ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1146 -
HUMAN SERVICES

Original signed by Amy Smith

Original signed by Rod Billard

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Original signed by Christine Bida

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