

COLLECTIVE AGREEMENT
BETWEEN
THE CORPORATION OF THE
COUNTY OF BRANT
AND THE
POWERS WORKERS' UNION
CUPE LOCAL 1000
MAY 1, 2017 – APRIL 30, 2020

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This Agreement entered into at Brantford, this ____ Day of _____, 2018

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT
hereinafter referred to as the “Corporation”

- and -

THE POWER WORKERS’ UNION
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1000
hereinafter referred to as the “Union”

ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is to establish and maintain collective bargaining relations between the Corporation and its employees.

ARTICLE 2 – RECOGNITION AND COVERAGE

2.01 The Corporation recognizes the Power Workers’ Union as the exclusive bargaining agent for all employees of the Corporation of the County of Brant, save and except superintendents, persons above the rank of superintendent, office, clerical and technical personnel, grant employees, students employed during the school vacation periods and persons regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 3 – UNION SECURITY AND CHECKOFF

3.01 On commencement of employment, the Corporation agrees to acquaint new employees with the fact that a union agreement is in effect and with the conditions of employment. The Corporation will notify the Principal Steward of any new hires in a timely fashion.

3.02 Union dues as directed by the Power Workers' Union shall be deducted each pay period from the pay of each employee and forwarded to the Financial Officer of the Union before the 15th of the following month. This will be accompanied by a list of employees on whose behalf the deductions were made. The Union shall indemnify and save harmless the Corporation from any legal action or claim.

3.03 The Corporation agrees to include on the Income Tax T-4 slip for each employee covered by this agreement the amount of union dues paid by each employee in the previous year.

ARTICLE 4 – UNION RELATIONSHIP

4.01 The Union will keep the Corporation notified in writing of the Stewards.

4.02 It is understood that Stewards have their regular work to perform and that if it is necessary for them to service a grievance during working hours, they will not leave their work without first obtaining the permission of their immediate non-union supervisor. In obtaining such permission, the Steward shall state his/her destination and the approximate length of absence to his/her supervisor and report again to his/her supervisor at the time of his/her return to work. Upon entering the areas of a supervisor other than his/her own, the Steward shall inform that supervisor of his/her presence.

4.03 It is agreed that a staff representative from the Power Workers' Union will be allowed to participate in any grievance meetings and negotiating meetings held between the Union and the Corporation at the request of either the Union or the Corporation.

4.04 The Corporation will provide the Principal Steward with access to a telephone, fax machine, office and access to E-mail (when available). The Union agrees not to use the Corporation's e-mail system for distribution of Union correspondence unless prior written approval is received from the Corporation.

4.05 The Corporation shall provide a separate bulletin board at each work site upon which the Union shall have the right to post notices. All notices will be signed and dated by the Principal Steward or his/her delegate.

4.06 The Corporation will recognize a Union Negotiating Committee consisting of not more than four (4) employees. The Corporation will pay 50% of the base wages for these employees for attending negotiation meetings up to but not including conciliation.

4.07 The two parties to this Agreement shall establish a Labour Management Committee of six (6) members, with three (3) members from each side, which shall meet on **upon request of either party within 10 working days**.

4.08 The Corporation, where workload permits and adequate written notice (normally 5 working days or more) is given, will grant stewards/members time off to attend union functions. The Union will compensate the Corporation for the salary for such time off. During such absences the employee will continue to accrue seniority, service credit; and benefits will be maintained.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 The Union acknowledges that the Corporation has the right to manage its business and direct the working force, make, amend and enforce such rules and regulations.

ARTICLE 6 – GRIEVANCE PROCEDURE

6.01 Any difference of opinion regarding the interpretation, application, or administration of the terms of this agreement shall be considered a fit matter for the grievance procedure. The parties acknowledge that in the interests of promoting good working relationships, the above mentioned differences should be dealt with and settled at the earliest possible stage. The aggrieved employee will seek to resolve the issue with his/her non-union supervisor prior to invoking the aforementioned formal process. Failing resolution of the issue, Step 1 of the grievance process will be applied. Policy grievances filed by the Union will commence at Step 1.

Grievances shall be in writing for Step 1 and Step 2 and must cite the grievous act, or specific provision(s) of the agreement, which is claimed to have been violated, the date of meetings with the non-union supervisor under Section 6.01 and the redress sought. Grievances must be filed within fifteen (15) working days of the alleged violation. Grievances shall be dealt with in the following manner:

Step 1

The Principal Steward and the employee (if he/she is required) shall first take the matter up with the General Manager; the General Manager shall respond in writing on or with the grievance document within ten (10) working days, failing settlement at this stage, the Principal Steward

may immediately proceed to Step 2 within an additional ten (10) working days.

Step 2

The Principal Steward and, if required, a representative of the Union, may take the matter up with the Chief Administrative Officer (and/or designate) within ten (10) working days of Step 1. The Chief Administrative Officer (and/or designate) shall respond in writing on or with the grievance document within ten (10) working days.

6.02 All time limits specified will be met unless the parties mutually agree in writing to change such times.

6.03 Failing settlement being reached at Step 2, the Union may refer the grievance to arbitration (Article 7) or mediation/arbitration (Article 8) within thirty (30) calendar days of receiving the written decision from the Chief Administrative Officer or his/her delegate. The Union will advise the Chief Administrative Officer within a subsequent ten (10) calendar days if a decision is made not to proceed to mediation/arbitration.

ARTICLE 7 – ARBITRATION

7.01 When either party hereto requests that a grievance be submitted to arbitration, such request shall be made in writing, addressed to the other party. Where mutually

agreeable, the parties agree to process such grievances or disputes through mediation/arbitration (Article 8). Where such process cannot be agreed to, or is not practical, such grievances or disputes will be referred to a single arbitrator as per Article 7.

7.02 The parties agree to use the Arbitrators listed on the attached Letter of Understanding for the term of the Collective Agreement.

7.03 The fees of the Arbitrator and costs associated with the hearing shall be shared equally by the parties.

7.04 No matter may be submitted to Arbitration, which has not been properly carried through all previous stages of the Grievance Procedure.

7.05 No Arbitrator shall be authorized to alter, modify or amend any part of this agreement, to make any decision inconsistent therewith, nor to deal with any matter covered by this agreement.

7.06 The decision of the Arbitrator will be final and binding upon the parties.

ARTICLE 8 – EXPEDITED RESOLUTION PROCEDURE

8.01 As an alternative to Article 7 the parties in this agreement may, if it is mutually agreed to do so, refer a grievance or dispute to a mediator/arbitrator as a means of

settling such grievances and disputes. The mediator/arbitrator for the purpose of this Article shall be as listed in Article 7.

ARTICLE 9 – DEFINITION OF EMPLOYMENT

9.01 **Probationary Employees:** All new employees will be considered probationary for 6 calendar months and entitled to all rights and privileges except right of discharge. They will qualify for all benefits of the collective agreement upon conclusion of **one (1)** calendar months of employment.

9.02 (a) Temporary employees (covered under Article 2 – Recognition and Coverage) are persons hired for periods not to exceed six (6) months, or such longer periods as are mutually agreed to by the parties. Temporary employees may be hired to a maximum of twelve (12) months when backfilling for regular employees who are on extended leave. The Principal Steward shall be notified of all temporary employee hires and the expected duration. **The employer shall supply the Principal Steward a list of all temporary employees on a monthly basis.**

(b) Temporary employees will not accrue seniority or any benefits and are subject to lay-off or termination without recourse to the grievance procedure. Should a temporary employee be offered a full-time position, the total months of service as a temporary employee will be recognized to establish his/her seniority date, provided there is no break in service for **thirty (30) days or greater.**

(c) Temporary employees shall not be considered for vacancies and/or new positions within the bargaining unit, until employees who have passed probation are considered for the vacancy and/or new position in accordance with Article 24.

ARTICLE 10 – NO STRIKE AND NO LOCKOUT

10.1 There shall be no strikes or lockouts during the currency of this Agreement and the words “strike” and “lockout” shall be as defined in the Labour Relations Act.

ARTICLE 11 – SENIORITY

11.01 Seniority is the length of service. The Corporation shall maintain a seniority list showing the date upon which each employee’s service commenced. An up-to-date list shall be posted by July 1st of each year. Copies shall be sent to the Union. Seniority will accrue from the time of his/her original hire date once an employee has completed his/her probationary period.

If an employee accepts a promotion outside of the bargaining unit and does not return to the bargaining unit within twelve (12) months of the date of the promotion, seniority with the bargaining unit will be lost. If the employee returns on or before twelve (12) months, their seniority will continue to accrue from the date of promotion.

11.02 An employee shall lose his/her seniority and service credit and shall cease to be an employee of the Corporation if he/she:

- a) terminates voluntarily;
- b) is discharged for just cause and not reinstated;
- c) retires
- d) is laid off for a period exceeding twelve (12) calendar months;
- e) fails to report to work after lay-off within ten (10) working days of recall, notice of which has been mailed by registered mail to the latest address the employee has reported to Management.

11.03 An employee shall maintain seniority and service credit at the level attained when absent from work for the following reasons:

- a) Leave of absence without pay more than thirty (30) days granted by written permission of the Corporation.
- b) During a lay-off for a period of twelve (12) calendar months.

11.04 An employee will accrue seniority and service credit when absent from work for the following reasons:

- a) Union Leave
- b) Maternity and Parental Leave
- c) Sick Leave

ARTICLE 12 – STAFF REDUCTION/LAYOFF

12.01 The Corporation agrees to give three (3) months' written notice to the Union of any planned change that may result in the layoff of the Union's work force.

12.02 In the event of lay-off, or a redundancy, employees may exercise their seniority rights by displacing other employees with less seniority provided the employee has the qualifications, skills and ability to perform the duties of the classification in a reasonable amount of time. The employee exercising his/her seniority rights shall be paid no less than the rate of the classification.

a) Employees shall be recalled in the order of their seniority.

b) New employees shall not be hired until those laid off have been given an opportunity of recall.

c) The employer will pay the premium cost of benefit premiums for up to three (3) months providing the employee does not obtain other employment. In the event of a longer layoff the employee will be provided the option to pay the full cost of benefits for a further period of nine (9) months, provided the employee is not employed elsewhere.

ARTICLE 13 – VACATIONS

13.01 Vacation credits shall be accumulated by employees monthly from the date of employment. An employee may take vacation at times most desired by employees, but upon approval by the Corporation as it deems practical.

13.02 Employees will be eligible for vacation based upon their length of continuous employment for the year in which they complete the required time.

Less than 1 year	.92 days per month up to a Max. of 11 days
During Year 2	12 days
During Year 3	13 days
During Year 4	14 days
During Year 5	15 days
During Year 6	16 days
During Year 7	17 days
During Year 8	18 days
During Year 9	19 days
During Year 10	20 days
During Year 11	21 days
During Year 12	22 days
During Year 13	23 days
During Year 14	24 days
During Year 15	25 days
During Year 25	26 days
During Year 26	27 days
During Year 27	28 days
During Year 28	29 days
During Year 29	30 days

13.03 The vacation period (April 7 to April 7) for each employee shall be determined by sign-up, seniority to prevail. The holiday sign-up shall be posted and completed by March 1st in each year in each department and shall be approved by the non-union supervisor by April 7th. After April 7th additional vacation requests may be submitted. Such requests will be considered on a “first come basis” with the efficient operation of the County in mind.

13.04 Employees will be allowed to carry over up to ten (10) days’ vacation to the next year. Such requests must be made in writing by October 1st and the time must be taken by December 31st of the following year.

13.05 Where an employee is hospitalized while on vacation or is on bereavement leave and therefore qualifies for sick leave during such hospitalization such time shall be paid as sick leave as provided for under Article 21 upon submission of a doctor’s certificate to the Corporation and there shall be no deduction from the employee’s vacation credits for the time spent in hospital.

13.06 For vacations approved before April 7th, employees will not be scheduled to work two (2) days prior or two (2) days after a minimum of one (1) week(s) vacation period. (5 work days and 2 weekends off.)

13.07 For winter vacation* approved after April 7th and before September 1st, employees will not be scheduled to work two (2) days prior or two (2) days after a minimum of one (1) week(s) vacation period. (5 work days and 2 weekends off.)

*Winter vacation is defined as November 1st to March 31st.

ARTICLE 14 – PAID HOLIDAYS

14.01 All employees shall receive the following holidays and any holiday proclaimed by the Federal, Provincial or County of Brant (or their successor) at their regular rate of pay:

New Year's Day	Thanksgiving Day
Family Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	½ day before Christmas Day
Victoria Day	½ day before New Year's Day
Canada Day	1 Floating holiday
Civic Holiday	
Labour Day	

14.02 The floating holiday will be taken at a time mutually agreeable between the employee and the County. The day will be credited to the employee's vacation bank on January 1 and must be taken before December 31.

14.03 Employees scheduled to work on paid holidays will be paid double time rates for hours worked and will receive lieu time or paid time equivalent to the **Paid** Holiday. Lieu time to be taken at a mutually agreeable date. Employees not scheduled to work on paid holidays but are called in on overtime will be paid in accordance with Article 16.

14.04 When a **paid** holiday falls on a Saturday or Sunday, employees will observe the day on the Monday and in the event that Boxing Day falls on a Sunday or a Monday, it will be observed on the Tuesday.

ARTICLE 15 – HOURS OF WORK

15.01 Nothing in this article shall be construed to be a guarantee of hours of work to be done per day or per week or otherwise.

15.02 All work shifts, unless otherwise stated herein, shall be 40 hours per week, between the hours of 7:00 a.m. and **5:30**p.m. Hours of work will be posted at each work site.

15.03 Employees shall normally work five (5) consecutive eight (8) hour days or four (4) consecutive ten (10) hour days between the hours of 7:00 a.m. and **5:30** p.m. Monday through Friday. Hours of work will be posted two weeks in advance with the understanding that this may not be possible due to unforeseen circumstances.

15.04 Arena Operations

1) **Arena Operations** employees shall normally work five (5) consecutive eight (8) hour days (Friday to Thursday). Day work will be between the hours of 5:30 a.m. and 5:00 p.m. Afternoon shifts will be between the hours of 3:00 p.m. and 1:00 a.m.

2) A schedule will be posted April 1st to cover the period of ice out and a schedule will be posted September 1st to cover the period of ice in. The schedule will indicate days of work, days off, **Paid** Holidays and hours of work for each employee.

3) On mutual agreement of both parties, a time balanced schedule which will average 40 hours per week over an appropriate period may be worked.

4) Evening, Saturday & Sunday shifts will include a paid meal period.

15.05 Hours of work Arrangements other than those noted above may be developed and implemented providing the following principles are adhered to:

- a) Such schedules and date parameters will be established by mutual agreement between Management and the Principal Steward.
- b) All affected employees have given their consent to such an arrangement.
- c) Operational effectiveness will be maintained.

Such arrangements may include flexible hours, summer hours, compressed work week (four ten (10) hour days.).

ARTICLE 16 – OVERTIME

16.01 Authorized work performed in excess of employee's standard workday shall be paid at the rate of time and one half (1 1/2x) of the employee's regular rate.

16.02 Authorized overtime performed by employees on Sunday and Statutory Holidays will be paid at twice (2x) the employee's regular rate.

16.03 The Employer will attempt to assign overtime on an equitable basis **amongst the employees who have the training and ability to perform the work required, in the following order:**

- i) **Full-time employees within the job classification**
- ii) **Temporary employees within the job classification**
- iii) **Full-time employees within the bargaining unit**
- iv) **Temporary employees within the bargaining unit**

16.04 Employees required to work three (3) hours or more beyond their regular scheduled workday shall be given a eleven (\$11.00) dollar meal allowance and shall receive a further meal allowance every four (4) hours thereafter. Employees called out will receive a meal allowance after four (4) hours and every four (4) hours thereafter. Employees will submit a request for payment.

16.05 Employees will have the option of receiving paid time off (lieu time) calculated at the overtime rate or paid time. Overtime earned may be accumulated to not exceed forty (40) hours at any time in a calendar year to be taken at times mutually agreed upon and not unreasonably withheld. This banked time must be taken or paid out by December

31st each year, with the exception that employees may carry over a maximum of ten (10) hours to the following calendar year.

16.06 Employees called in to work overtime prior to or after their normal working hours will receive a minimum call out of 3 hours pay at the appropriate premium rate, unless this 3 hour period initiates or extends a regular shift in which case the payment will be for the actual time worked.

16.07 No employee shall be required to work more than (16) consecutive hours without an 8 hour rest break except in an emergency. In such cases employees will be paid 2X for all hours worked in excess of 16 consecutive hours.

ARTICLE 17 – REST PERIODS

17.01 Employees shall be allowed a fifteen (15) minute rest period in the first half and the second half of each shift. The fifteen (15) minute rest period should be taken at the job location except when conditions warrant leaving the job. Unless authorized, the period off the job shall not exceed fifteen (15) minutes.

ARTICLE 18 – WAGES

18.01 The Corporation agrees to pay and the Union agrees to accept during the term of this agreement, the schedule of wages as set out in Schedule “A” and “B” attached hereto.

18.02 The Corporation will pay wages by direct deposit bi-weekly on Thursdays.

18.03 - Relief

When relief for the Lead Hand is required, it will be offered to the senior qualified employee available in the Department, at the location. Employees will be required to indicate their interest, and must have the qualifications and demonstrated ability to fill the role.

The temporary Lead Hand shall be paid the rate of the Lead Hand.

ARTICLE 19 – EMPLOYEE BENEFITS

19.01 The Corporation agrees to contribute one hundred percent (100%) of the premiums for the Sun Life Financial Group (attached) Group #22584 (Class B). The carrier of any insurance or other benefits will be the Corporation's choice. Should the carrier be changed during the term of this agreement, the coverage shall be no less than that presently being provided to the employees. The union shall be provided with details of the new coverage at least 60 days in advance prior to implementation.

Audio \$500.00 every 3 years.

Vision coverage at \$400.00 every 2 years including eye exam once every two years. **Effective the date of ratification, vision coverage increase to \$600.00 including eye exam once every two years.** The Employer

agrees that vision coverage may be used towards laser eye surgery.

Effective the date of ratification, The Corporation agrees to increase dental coverage from \$1300.00 to **\$1500.00 per year.**

Effective the date of ratification – Orthodontics – 50% reimbursement of eligible charges for dependent children under the age of 19 years only, up to a life time maximum of \$1500.00.

Effective the date of ratification – Physiotherapy – Prescription or medical referral required for initial visit.

Effective the date of ratification – Mandatory Generics – Members who have an adverse reaction to a generic drug will be able to switch to a Brand Name based on Doctor’s recommendation at no extra cost to the employee. (see LOU#8).

The employer agrees to enhance the extended health care benefits for the chiropractic and massage to a combined registered practitioner maximum of \$600.00, with licensed massage therapists, when ordered by a doctor up to \$80.00 per visit.

19.02 The Corporation agrees to contribute one hundred percent (100%) of the premiums for 2x the base salary for life insurance. Sun Life Financial Group Benefits Plan Contract #22584 Class B.

The carrier of any insurance or other benefits will be the Corporation's choice. Should the carrier be changed during the term of this agreement, the coverage shall be no less than that presently being provided to the employees.

The union shall be provided with details of the new coverage at least 60 days in advance prior to implementation.

ARTICLE 20 – PENSIONS

20.01 All employees, in addition to contributing to the Canada Pension Plan, shall join the Ontario Municipal Employee's Retirement System. The Corporation and the employees shall make contributions in accordance with the provisions of the plan.

20.02 Employees who retire on the OMERS Pension Plan will maintain benefits until the age of 65 under the Sun Life Financial Group #22584 (class D) excluding semi-private coverage, out of province insurance and dental. Renegotiated changes to the Plan shall be applied to the retirees without notice. The carrier of any insurance or other benefits will be the corporation's choice. Should the carrier be changed during the term of this agreement, the coverage shall be no less than that presently being provided to the employees. The union shall be provided with details of the new coverage at least 60 days in advance prior to implementation.

ARTICLE 21 – SICK LEAVE AND LONG TERM
DISABILITY

21.01 Short Term

	<u>100% Salary</u>	<u>75%</u>
<u>Salary</u>		
6 months but less than 1 year	1 week	16 weeks
1 year but less than 2 years	2 weeks	15 weeks
2 years but less than 3 years	3 weeks	14 weeks
3 years but less than 4 years	4 weeks	13 weeks
4 years but less than 5 years	5 weeks	12 weeks
5 years but less than 6 years	7 weeks	10 weeks
6 years but less than 7 years	9 weeks	8 weeks
7 years but less than 8 years	11 weeks	6 weeks
8 years but less than 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

Sickness absence shall be accumulative on an annual basis.

21.02 If an employee is on sick leave prior to notice of lay-off, or in the event of notice of lay-off, the sick leave began more than two (2) months prior to the lay-off, the employee shall remain on the payroll in accordance with the provisions of the Sick Leave Plan, or until a duly qualified medical practitioner has certified that he/she is fit to resume his/her duties irrespective of the fact that had the employee been at work, he/she would have been laid off. In this case, the supervisor may request a medical certificate as often as he/she deems necessary.

21.03 The Corporation agrees to provide a Long Term Disability Salary Replacement Program which will provide employees a payment of 70% of their monthly pay up to a maximum of four thousand dollars (\$4,000.00) per month, subject to the one hundred and twenty (120) day waiting period and the conditions as set forth by the carrier (attached).

21.04 An employee may be required to produce a medical certificate from a duly qualified medical practitioner for absences from work where such employee has been absent for more than three (3) consecutive shifts. Where the Corporation requires a medical certificate, the Corporation shall reimburse the employee for the full cost of the medical certificate upon submission of receipt.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Personal Leave

The Corporation may grant leave of absence without pay and without loss of seniority or service credit to an employee for legitimate personal reasons. All requests for such leaves of absence shall be made in writing at least two

(2) weeks in advance, except in the case of an emergency. All welfare benefits covered under Article 19 will be continued in force while the employee is absent providing the employee's share of the premium is paid in full by the employee monthly in advance.

22.02 Pregnancy/Parental Leave

(a) Effective May 1, 2005 full-time employees may apply for supplemental sick leave benefits while on pregnancy and/or parental leave in accordance with the County of Brant's Policy dated November, 2002. **County of Brant's Policy under review and will be updated to reflect the change from a two week to a one week EI waiting period.**

(b) The Corporation shall grant pregnancy and parental leave as provided for in the Employment Standards Act.

22.03 Jury Duty

All employees who are required to serve as jurors, or subpoenaed as a witness in any court in Ontario, shall be granted leave of absence for this purpose. Such leave shall not constitute a break in service for the calculation of seniority. Upon completion of his/her jury or witness services, such employee shall present to his/her non-union supervisor a satisfactory certificate showing such period of service. Such employee will be paid his/her regular earnings for the period of such jury or witness service, provided he/she shall deposit with the Treasurer of the Corporation the full amount of compensation received, excluding mileage and travelling expenses, and an official receipt therefore.

However, should the employee present himself/herself for selection as a juror and not be selected, then he/she shall be required to return to his/her regular employment to complete his/her remaining normally scheduled work day.

22.04 Bereavement Leave

(a) In case of a death in the immediate family (spouse, child, mother, father, step-mother, step-father, **grandchildren**) employees **shall be granted leave of absence with pay to compensate for time lost, not to exceed five (5) days** without reducing base earnings.

(b) In the case of death of other members of the family (**grandparents, sister, brother, mother-in-law, father-in-law**), employees shall be granted leave of absence with pay to compensate for time lost, not to exceed **three (3) days**.

c) In the event of the death of an employee's sister-in-law, brother-in-law, son-in-law, daughter-in-law, aunt or uncle, niece or nephew, the employee shall be granted leave of absence with pay to compensate for time lost, not to exceed one (1) day. Four (4) hours will be granted without pay to an employee who acts as a pallbearer at a funeral.

(d) All payment for bereavement leave shall be subject to the approval of the **General Manager of Operations** and

will be conditional upon the employee attending the funeral.

22.05 – TRAINING AND DEVELOPMENT

Employees wishing to take educational courses related to their employment must advise the General Manager of the nature of the course, the location of the course and the approximate cost involved. If the course is approved by the General Manager, the employee will be reimbursed for 50% tuition fees and transportation costs upon successful completion of the course and submission of an account. If the General Manager is of the opinion that the course subject is not directly related to the employee's position, it may pay a portion of the cost involved.

Employees attending courses, seminars, etc., during regular working hours, at the request of or approved by the General Manager shall be granted leave of absence with pay and expenses to attend the course and write the examination related thereto.

22.06 Family Emergency Leave

- (a) An employee who is required to tend to a family member as defined below for urgent or medical reasons may request a maximum of two (2) employer paid family days in any one (1) calendar year for such absence. The employee shall request such leave from their immediate supervisor citing the relationship of the family member and the nature of the reason for which the leave is being requested. The request must be approved by the General Manager.**

- (b) For the purposes of 22.06 (a), family member is defined as:**
- a. **A spouse;**
 - b. **A parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse;**
 - c. **The spouse of the employee's child;**
 - d. **A brother or sister of the employee;**
 - e. **A relative of the employee who is dependent on the employee for care or assistance**

ARTICLE 23 – HEALTH AND SAFETY

23.01 The Corporation shall continue to make all reasonable provisions for the safety and health of its employees during the hours of their employment, and it shall furnish the following protective equipment and other safety devices:

- (a) Safety Hat
 - (b) Goggles
 - (c) Masks
 - (d) Life Jackets
 - (e) Rainwear
 - (f) One (1) pair of hip waders for the sole use of an employee as and when required.
-
- (g) Work gloves
 - (h) Coveralls for employees where required.
 - (i) Safety vests

- (j) **Hearing protection**
- (k) **Winter rubber boots (CSA approved) (Water Operators only)**

23.02 The corporation will supply employees with all appropriate work clothing. The employer will provide an initial supply, based on a points system as outlined below. Clothing items will subsequently be replaced by the employer on a 1 for 1 basis as necessary.

Proposed Clothing List - Power Workers Union - Initial Supply

	Points	Initial Supply	Replacement
Work Pants - All Season	45		1 for 1
Work Pants - Summer including zip off	40		
3-in-1 Winter Orange Coat with Logo or Parka	150		
Unlined Orange Jacket with Logo	95		
T- Shirt - Short, Long Sleeve or Mesh	20		
Button-Up Shirt - Short or Long Sleeve	30		
Sweatshirt with Logo	45		
Zip Up Fleece with Logo	60		
Zip Up Hoodie with Logo	60		
Unlined Coveralls	100		

Unlined Bib Overalls	75	
Lined Coveralls	200	
Lined Bib Overalls	150	
Dress Golf Shirt with Logo	20	
Total Points	-	
Points Available	900	
Points Remaining	900	

Following the initial supply, full time employees will be awarded 100 points on January 1st each year. Full time employees may carry over points to be accumulated to a maximum of 300 points.

The employer will supply temporary/contract employees with appropriate work clothing based on the nature of his/her position.

Uniforms shall only be worn at work and shall be returned to the employer upon termination employment. Employees that retire in good standing

shall not be required to return the clothing and will not incur any costs.

23.03 Employees shall wear safety footwear while at work as required by the employer. The Corporation will reimburse each full-time employee up to a maximum of \$250.00 on an annual basis, effective May 1, 2018, for the purchase of safety footwear, which shall meet all the requirements of the Occupational Health and Safety Act. Temporary/contract employees must supply their own safety footwear as required by the employer.

ARTICLE 24 – PROMOTIONS, STAFF CHANGES

24.01 (a) Notice of all vacancies and new positions covered by this agreement (which shall include nature of position, required knowledge, education, qualifications, ability and skills, whether day or night shift and rate of pay) will be posted internally for a period of 10 calendar days. Applicants will be expeditiously notified of the results of the competition as soon as practical.

(b) In the promotion or transfer of employees, consideration will be given to the employee's qualifications, ability and willingness to perform the duties required. The employee, provided his/her seniority is the

greatest, and providing he/she meets all the conditions outlined herein, will be given preference in the selection process.

(c) If the applicant or the Corporation finds that such employee cannot perform the new duties satisfactorily during such probationary period, he/she shall have the right to return to his/her former position in the bargaining unit during the first 30 working days following his/her appointment.

(d) It is understood that other employees who have been promoted as a result of the changes outlined herein, will be required to revert to their former position due to the reverse situation.

24.02 Employees will be assigned to a work site where they will be required to report to work. If it becomes necessary to have employees work at another work site on a temporary basis or in the event of the permanent closure of a work site, the Corporation will seek volunteers. If an insufficient number of employees volunteer, then the Corporation will force employees on a juniority basis.

ARTICLE 25 – SHIFT PREMIUM

25.01 Employees performing shift work shall receive a shift premium of **ninety five cents (\$0.95)** effective the date of ratification, per hour for the afternoon shifts Monday to Friday, **one dollar fifteen cents (\$1.15)** effective the date of ratification, per hour for all shifts on

Saturday, Sunday and **paid** Holidays. A shift premium shall not be used in calculating overtime or other premium pay.

ARTICLE 26 – TECHNOLOGICAL CHANGE

26.01 Technological Change – Advance Notice

The Corporation shall notify the union three months where practicable before the introduction of any technological change, **which will or may bring about the layoff of an employee or which will adversely affect their wage rate.**

The Labour-Management Committee may discuss Technological Change as it affects employees in advance of any implementation.

ARTICLE 27 – EXTREME WEATHER CONDITIONS

27.01 Employees will not be required to perform their regular duties during extreme weather conditions unless an emergency exists.

ARTICLE 28 – ON CALL

28.01 Employees can be required to be placed on call. The Corporation will seek volunteers for the on call list. Failing a sufficient number of employees volunteering, the Employer will post a schedule for on call which will equitably rotate amongst all employees at that work site.

28.02 Employees when on call will be provided with a pager or cell phone.

28.03 Employees when placed on call will be compensated as follows:

- a. Normal work week – **thirty five dollars (\$35.00) per work day effective date of ratification.**
- b. Saturday, Sunday and **paid** Holidays – **fifty dollars (\$50.00) per day effective date of ratification.**

ARTICLE 29 – GENERAL

29.01 In the event of the development of reorganized government or other service sharing arrangements between or among municipalities involving the County of Brant and affecting the employees in this bargaining unit, the Corporation shall notify the Union at least one hundred and twenty (120) days where practicable (depending on government regulation) before or, where the circumstances are such that such notice is not practicable, give the Union reasonable notice of any organizational change necessitating terminations of employment or other significant change in the employment status of the employees in order that the Union shall be given an opportunity to discuss such matters with the Corporation, as to seniority rights and service credits relating to vacation with pay, sick leave credits and other benefits.

29.02 It shall be the duty of employees to notify the Corporation promptly in writing, of any change of their

address or telephone number. If an employee shall fail to do this, the Corporation will not be responsible for failure of a notice to reach such employee. If an employee is required to be licensed in order to perform the duties of their job and this licence is revoked the employee will notify the Corporation in writing.

29.03 Upon request, arrangements will be made with the Human Resources Department for an employee to have access to and review his/her file and shall be permitted to respond in writing to any document contained therein. Such response shall become part of the personnel file. An employee may photocopy any material contained in his/her personnel file. Such review will be held in the presence of a member of the Human Resources Department.

29.04 All disciplinary letters and letters of reprimand, will not be relied upon as part of an employee's disciplinary record provided a subsequent period of one (1) year has passed during which there have been no further disciplinary letters and/or further letters of reprimand.

29.05 Provide reimbursement for Z endorsement for existing employees and medical for A and D licence.

ARTICLE 30 – DISCRIMINATION

30.01 The Corporation and the Union agree that there shall be no intimidation, discrimination, interference, restraint or

coercion exercised or practiced by either of them or their representatives or members because of an employee's

membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.

30.02 The Corporation shall not discriminate against an employee because of membership of activity in the Union or the exercise of his/her lawful rights. Any employee who feels that he/she has suffered discrimination shall have the right to seek redress in accordance with the Grievance/Arbitration procedure.

ARTICLE 31 – JOB DOCUMENTS

31.01 The parties agree to jointly **update the** job documents for all positions in the bargaining unit **to be completed by the end of the first year of the contract.** Job documents will be developed using the existing job posting as a guide.

ARTICLE 32 – DURATION OF THE AGREEMENT

32.01 This Agreement shall continue in effect until the 30th day of April **2020**, and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date of its desire to amend or terminate the Agreement.

32.02 If notice of amendment or termination is given by either party in accordance with 32.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon. Both parties shall thereupon commence to negotiate in good faith with a view to arriving at an agreement on the proposed amendments.

ARTICLE 33 – DISTRIBUTION OF THE COLLECTIVE AGREEMENT

The Corporation will issue copies of the new Collective Agreement and Benefits Booklet within 60 days after both parties have signed the Collective Agreement.

Dated this day of .

THE CORPORATION OF THE COUNTY OF BRANT

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell
Vice President, Sector 3

LETTER OF UNDERSTANDING #1

BETWEEN:
THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter referred to as the "Corporation")

- and -

THE POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1000
(hereinafter referred to as the "Union")

In cases where employees are on a leave of absence greater than three (3) months and where the employer wishes to backfill that position, the employer will endeavour to provide such rotational opportunities to Bargaining Unit members.

Dated this day of September, 2014.

Renewed this day of _____, 2018.

THE CORPORATION OF THE COUNTY OF BRANT

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell
Vice President, Sector 3

LETTER OF UNDERSTANDING #2

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter referred to as the "Corporation")

- and -

THE POWER WORKERS' UNION
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1000
(hereinafter referred to as the "Union")

The parties agree to use the following Arbitrators in alternating order for purposes of Article 7 and Article 8.

Russell Goodfellow

Kim Bernhardt

Laura Trachuk

Dana Randall

Dated this day of September, 2014.

Renewed this day of , 2018.

THE CORPORATION OF THE COUNTY OF BRANT

Ron Eddy _____ Heather Boyd _____
Mayor Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell _____
Vice President, Sector 3

LETTER OF UNDERSTANDING #3

BETWEEN:
THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter referred to as the “Corporation”)

- and -

THE POWER WORKERS’ UNION
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1000
(hereinafter referred to as the “Union”)

Within 10 working days of receipt of proof of passing the exam, completion of the required experience, **and training** the Corporation will forward the **application** form to the MOECC. In the event that the 10 day time frame is not reasonably met, upon receipt of the MOECC licence, the employee will be paid retroactively **to the date the employee has satisfied all the requirements of training, experience and examination for that certification** as if no delay occurred. The employee will provide **Director of Water or designate** with a copy of the MOECC licence upon receipt.

Dated this day of September, 2014.

Renewed this day of , 2018.

THE CORPORATION OF THE COUNTY OF BRANT

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

THE POWER WORKERS’ UNION (CUPE LOCAL 1000)

Tom Chessell
Vice President, Sector 3

LETTER OF UNDERSTANDING #4

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT

(hereinafter the "Corporation")

-and-

THE POWER WORKERS' UNION

Canadian Union of Public Employees, Local 1000

(hereinafter the "Union")

Whereas the Union filed a grievance dated February 2, 2006, number UTBRM – 25 (hereinafter the "grievances") and attached hereto;

And Whereas the parties agree to resolve all matters arising out of the grievance on the terms set out below;

Now therefore the parties agree as follows;

1. The above recitals are agreed to and form terms of this Letter of Understanding. The Letter of Understanding shall be attached to and form part of the collective agreement.
2. Without prejudice or precedent to the parties' position(s) with respect to the interpretation or application of the collective agreement the parties agree to be bound by the terms of this Letter of Understanding during the operation of the collective agreement.
3. The Corporation shall reimburse the following individuals (personal information deleted intentionally) the

following agreed to amount for income tax paid by the individuals for the respective tax years on account of a taxable benefit from use of the Corporation's vehicles within 30 days.

4. For the tax year 2007 and forward, the parties agree that employees may be required by the Corporation, at the Corporation's sole discretion, to take Corporation vehicles to their place of residence and back, provided the Corporation reimburses the Employees' 6.75 cents per kilometer driven, and per kilometer assessed as a taxable benefit, from the work location to the employees' place of residence and from the employees' place of residence to the work location.

5. Such amounts referred to in paragraphs 3 and 4 above, and paid by the Corporation to an employee shall be less deductions required by law, and in full satisfaction of any claims to payment of monies, including wages, premiums, or benefits arising pursuant to the collective agreement.

6. The parties agree to cooperate with each other in reasonable efforts to obtain a favourable ruling/assessment with regard to the taxable benefit status of such requirement to drive the Corporations' vehicles in the past and going forward. Neither party commits to pay any costs or expenses in this regard.

7. The parties agree to meet and discuss the basis for the calculation of the taxable benefit, including the assessed

kilometer calculation in a good faith effort to ensure an accurate calculation.

8. Such amounts, payable by the Corporation to the employees as set out in paragraphs 3 and 4 above, or portions thereof, shall be paid back to the Corporation by the Employees should the income taxes paid on account of the taxable benefit be reassessed/revised/etc. such that a tax refund occurs. The employees, by their union, hereby commit to make such repayment. The employees, through their agent Union hereby authorize and direct the Corporation to deduct such repayment from any wages owing to them by the Corporation.

9. The grievance is hereby withdrawn as settled and shall not be refiled.

10. Arbitrator Goodfellow shall remain seized with respect to the implementation and application of this Letter of Understanding.

Dated this day of September, 2014.

Renewed this day of , 2018.

THE CORPORATION OF THE COUNTY OF BRANT

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell
Vice President, Sector 3

LETTER OF UNDERSTANDING #5

IN THE MATTER OF UTBRM-P-1
BETWEEN:
THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter the "Corporation")
-and-
THE POWER WORKERS' UNION
Canadian Union of Public Employees, Local 1000
(hereinafter the "Union")

Security Checks

Whereas the Corporation employs individuals in the positions of Lead Hand Parks and Facilities, Facility Operator, Cemetery Operator, Facility Attendant/General Maintenance who are represented by the Power Workers' Union ("the Union")

And Whereas incumbents in those positions may frequently work in close proximity to children and other potentially vulnerable individuals, (collectively "vulnerable individuals"),

And Whereas the Corporation has identified a desire to ensure that it has shown appropriate diligence in ensuring that vulnerable individuals are not exposed to risk at its facilities, while respecting the privacy interests of its employees.

On a without prejudice or precedent basis to any other matter, including the issue of the effect of a negative security check or admission of offence by an employee in any individual case, the parties agree as follows:

- a) Grievance UTBRM – P – 1 is withdrawn as settled;
- b) Should any issues arise as to the interpretation or application of these minutes, Gerry Charney or other arbitrator agreed to by the parties is seized.
- c) Individuals applying for the position of Lead Hand Parks and Facilities, Facility Operator, Cemetery Operator, Facility Attendant/General Maintenance (“the positions”) will be subject to a security check, as follows:
 - 1) External candidates will be subject to such security check as deemed appropriate by the Corporation at the expense of the Applicant.
 - 2)
 - i) Bargaining unit members who do not currently occupy one of the positions will provide a consent to have a CPIC search and a pardoned sexual offender database search performed (“the security check”) and delivered to a third party mutually assigned by the parties to review the results. (“the screener”). The screener will promptly review the searches and determine

whether the searches reveal that the applicant has historically been convicted of any sexual offence or offence of violence (“potentially relevant convictions”). In the event that the searches reveal no such offences, the screener shall indicate that the applicant can proceed to be considered for the position.

ii) If the search reveals that there have been such offences, the screener shall notify the Applicant only that the searches reveal potentially relevant convictions. Upon being notified of the existence of potentially relevant convictions, the Applicant can withdraw his/her application and the outcome of the search will remain confidential.

iii) Alternatively, the Applicant can require that his/her application continue to be considered. At that point the outcome of the searches will be provided to the Applicant, the **Director of Human Resources** and the Union’s Principal Steward, and a discussion will take place

regarding the impact of the potentially relevant convictions on the application.

iv) The outcome of the searches will not be used for any purpose other than determining suitability for the applied for position, and will be kept segregated and confidential from all other employee other than the **Director of Human**

Resources, the General Manager of **Operations** and the CAO, and the Principal Steward (The Principal Steward can consult Union Advisors as he deems necessary). The **Director of Human Resources**, the General Manager of **Operations**, and the CAO can consult legal advisors as they deem necessary.

(v) In the event that the employer decides any potentially relevant convictions make the Applicant unqualified for the position, nothing in this agreement prejudices in any way the Union's capacity to challenge that determination at arbitration.

1. Any incumbent in the positions who have less than two years of service with the Company will provide the necessary consent and be subject to a security check, the outcome of which will be provided to the Screener. The Screener will notify the 'Corporation and the Principal Steward if the search reveals 'potentially relevant convictions' and the specifics of these convictions.

The Parties will meet forthwith to discuss the potential implications of those convictions.

2. The fact of these potentially relevant convictions shall not be used for any purpose other than assessing the individuals suitability for continuing in the position. In the event that the Company takes any prejudicial action against

the incumbent, this agreement in no way prejudices the Union's capacity to challenge that action at arbitration.

3. The outcome of the searches will be kept confidential and segregated in accordance with paragraph C (2) iv, above.

d)

1. Any incumbents in the positions who have less than five years of service with the Company will be required to provide a declaration form (attached) which indicates whether they have been convicted of any sexual offence or offence of violence.

If an incumbent indicates that they have been convicted of such offence, the individual will provide particulars to the Corporation and the Union, and the parties will meet forthwith to discuss the potential implications of these convictions.

2. The fact of these potentially relevant convictions shall not be used for any purpose other than assessing the individual's suitability for continuing in the position. In the event that the Company takes any prejudicial action against the incumbent, this agreement in no way prejudices the Unions' capacity to challenge that action at arbitration.

3. The admission will be kept confidential and segregated in accordance with paragraph C (2) (iv), above.

e) The costs associated with obtaining the security check, and the Screener process for existing employees will be paid by the Corporation.

Dated this day of September, 2014.

Renewed this day of , 2018.

THE CORPORATION OF THE COUNTY OF BRANT

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell
Vice President, Sector 3

County of Brant
Offence Declaration

Name: _____

Position: _____

Location: _____

I Declare that I (circle one)

have

have not

been convicted under the criminal code for any (i) sexual offence (including an offence for which I have been pardoned); or ii) any offence of violence.

Dated at _____ this
_____ day of

_____, 201__.

_____ Signature

Letter of Understanding #6

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter the "Corporation")

-and-

THE POWER WORKERS' UNION
Canadian Union of Public Employees, Local 1000
(hereinafter the "Union")

RE: 4 x 10 HOUR SHIFT

It is jointly agreed that the following LOU forms part of the collective agreement.

The start time will be the week following the start of Daylight Savings Time (DST), and running until the week after the end of DST.

Employees may continue this practice where mutually agreeable between the end of DST and the beginning of DST the following year.

The hours of work be compressed to 4 x 10 hour days (Monday – Thursday or Tuesday - Friday, 07:00 – 17:30) to make up the regular 40 hour work week;

Two fifteen (15) minute break periods will be allowed and a thirty (30) minute unpaid lunch break;

Vacation and sick time will be charged as 10 hours/day;

During weeks containing Paid Holidays employees working ten (10) hour shifts will revert to eight (8) hour shifts for that week.

This agreement may be terminated by either party with four (4) weeks' notice.

THE CORPORATION OF THE COUNTY OF BRANT

Dated this _____ day of _____, 2018.

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell
Vice President, Sector 3

Letter of Understanding #7

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter the "Corporation")

-and-

THE POWER WORKERS' UNION
Canadian Union of Public Employees, Local 1000
(hereinafter the "Union")

RE: Benefits for Employees working beyond 65

Under the current Benefits Agreement with its' carrier, regular employees who work beyond age 65, are no longer covered under our Extended Health Care Plan and Dental Care Plan. The Corporation of the County of Brant has further considered this matter and agrees to modify the Benefits Agreement to provide the following coverage for those employees who opt to work past the age of 65, to the last day of the month in which they attain age 70, or retirement, whichever comes first:

- Current or equivalent Extended Health Care Plan (including Out of County), with the drug claims paid by the Ontario Drug Benefit (ODB) Plan first and then the insurance carrier.

- Current or equivalent Dental Care Plan

Optional life insurance and long term disability coverage remains unavailable after the last day of the month in which an employee reaches age 65.

Dated this __ day of _____, 2018.

THE CORPORATION OF THE COUNTY OF BRANT

<u>Ron Eddy</u>	<u>Heather Boyd</u>
Mayor	Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

<u>Tom Chessell</u>
Vice President, Sector 3

Letter of Understanding #8
BETWEEN:
THE CORPORATION OF THE COUNTY OF BRANT
(hereinafter the “Corporation”)

- and -

THE POWER WORKERS’ UNION
Canadian Union of Public Employees, Local 1000
(hereinafter the “Union”)

RE: Mandatory Generic Drugs

In regards to Mandatory Generic drugs, on a without prejudice or precedent setting basis the parties agree to the following:

1. All employees would transition to mandatory generics.
2. Employees who are currently on a prescribed Brand name drug must have their doctor supply Sun Life with a Sun Life Drug Exception Application Form to remain on the Brand name drug, otherwise employees will transition to the generic drug.
3. For all future new claims any employee who exhibits an adverse reaction would get the Sun Life Drug Exception Application Form completed by their doctor and then send a copy of it to Sun Life.
4. These employees can either
 - a. Get their new drug immediately and pay the difference between the cost of the generic and the name brand to be

reimbursed when their form is processed OR

- b. Wait for Sun Life to process the form and fill the prescription at that point and have it covered by the benefit plan.
5. No employee would be denied the name brand drug (provided they followed the process in having the adverse reaction form completed and sent to Sun Life). The parties agree to review the information gathered at the next set of negotiations.
6. There should be no cost associated with having a Sun Life Drug Exception Application form filled out. The County will reimburse employees, with proof of receipt, if charged by the attending physician for form completion. This is considered a taxable benefit by the Canadian Revenue Agency.

Dated this __ day of _____, 2018.

THE CORPORATION OF THE COUNTY OF BRANT

Ron Eddy Heather Boyd

Mayor Clerk

THE POWER WORKERS' UNION (CUPE LOCAL 1000)

Tom Chessell

Vice President, Sector

