

COLLECTIVE AGREEMENT

Between:

**CORPORATION OF THE COUNTY OF
LAMBTON (PUBLIC WORK ROADS)**

– and –



AND ITS LOCAL 2003E

APRIL 1ST, 2025 TO MARCH 31ST, 2028

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ARTICLE 1 – DEFINITION OF THE BARGAINING UNIT

- 1.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all public works employees of the Corporation of the County of Lambton save and except students employed during the school vacation period, seasonal and contract workers, working foremen, working supervisors and persons above the rank of working supervisor.

For clarity, positions covered by this agreement are:

Licensed Mechanic
Skilled Labourer
Construction Tech I, II and III
Equipment Operator
Heavy Equipment Operator
Operator

- 1.02 The Employer agrees that it will not permit any employee within the County of Lambton and not within the bargaining unit to perform the work or operations normally performed by an employee within the bargaining unit other than as provided in Article 1:01.

ARTICLE 2 – UNION DUES

- 2.01 The employer agrees to deduct Union Dues from all bargaining unit employees including probationary employees and part-time employees in amounts as may be prescribed by the Union's Constitution and as directed by the Local Union. Such monies, together with a list of names and amount by employee of such collection, shall be remitted monthly by cheque payable to the Unifor National Union for Local 2003E within fifteen (15) days after the end of the calendar month in which such deductions are made

- 2.02 The Employer will, at the time of making each remittance to the Union, specify the employees from whose pay such deductions for union dues were made.

Remittances are to include names and social insurance numbers of employees from whom such union dues were deducted.

The Secretary-Treasurer of the Union shall notify the Employer by letter upon the signing of the Agreement of the amount of monthly union dues, and shall keep the Employer informed of any changes during the term of this Agreement.

- 2.03 The Union shall indemnify and save the Employer harmless from any and all liability arising out of the collection, attempted collection, custody of and/or account of such union dues, or any other result of the operation of this Article.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 Except as, and to the extent specifically modified by this Agreement, all managerial rights and prerogatives are retained by the Employer and remain exclusively and without limitation within the rights of the Employer and Its management. Without limiting the generality of the foregoing, the Employer's rights shall include: the right to maintain order, discipline and efficiency; to make, alter, and enforce, from time to time, reasonable rules and regulations, policies and practices, to be observed.

ARTICLE 4 – NO STRIKE OR LOCK-OUT

- 4.01 The Employer agrees that there shall be no lock-out of its employees during the life of the Agreement, and the Union agrees that there shall be no strike, slowdown and/or other stoppage or interference with work during the life of this Agreement.
- 4.02 The words STRIKE AND LOCK-OUT shall have the meaning given these words in the Ontario Labour Relations Act.

ARTICLE 5 – DISCRIMINATION

- 5.01 The employer and the union agree to abide by the provisions of Human Rights Code of Ontario.
- 5.02 The employer agrees that there shall be no discrimination because of union activity or membership in the Union.

ARTICLE 6 – WAGES

- 6.01 Each employee will be paid an hourly wage in accordance with the wage schedule as attached (Schedule "A").

ARTICLE 7 – HOURS OF WORK

- 7.01 (a) The following is intended to define the normal hours of work for employees. Such hours do not constitute a guarantee of either specific hours of work, or number of hours of work.
- (b) (i) The regular work week for all employees covered by this agreement shall be Monday to Friday between the hours of 6:00 a.m. to 6:00 p.m. The employer will schedule an employee for an 8.5-hour continuous shift (inclusive of a half hour unpaid meal break) during these hours of operation, exclusive of winter schedules. The normal schedule will be 7:00 am to 3:30 p.m, however, the employer reserves the exclusive right to alter the employee's normal hours of work due to

operational requirements such as emergency and public safety. Notwithstanding the above, the Employer will provide five working days' notice of changes to an employee's hours of work, with the exclusion of inspection type duties.

- (ii) Where the parties to this agreement mutually agree, an employee may work a ten and one-half (10.5) hour day, inclusive of a half hour unpaid meal break, for summer maintenance or construction activities over a four (4) day period. On a week in which a Paid Holiday falls (as defined in article 12) the standard four (4) eight (8) hour days will apply. The ten-hour day will be paid at straight time and the employee on this schedule will normally take the Friday of that week off.

(c) **Winter Schedules**

The employer reserves the right to implement winter schedules for certain employees. The hours for these scheduled shifts shall be 3:30 a.m. to 12:00 p.m. (Noon) and 3:30 p.m. to 12:00 a.m. (midnight).

The employer shall notify employees 30 days in advance of the Winter schedule.

Should the hours need to be modified, the parties agree to change the hours with mutual agreement with three (3) days advanced notice.

The Employer and the Union mutually agree that after the Employer has provided 30 days advance notice of the Winter Schedule as noted above, the date may be changed with 7 days advance notice, based on weather conditions. For example, if the winter conditions do not require winter operations, the winter schedule start date may be delayed; or conversely, advanced on weather conditions.

The employer will meet with representatives of the union during the winter schedules to discuss how the winter schedule is working.

- (d) The normal week for part time employees is less than 40 hours, exclusive of lunch periods.
- (e) The employer reserves the right to specify schedule including hours per day and days per week, including the winter schedule.

7.02 All employees will be entitled to a fifteen (15) minute rest period each morning and afternoon.

7.03 Employees are entitled to a 30-minute unpaid lunch period during each shift.

ARTICLE 8 – OVERTIME

8.01 The Employer may require employees to work overtime outside of their regularly assigned hours. When overtime work is necessary, the Employer shall endeavour to give notice prior to the end of the employee's shift on the preceding day, where possible.

8.02 All time worked before the established starting time and all time worked after the established quitting time will be regarded as overtime, exclusive of winter schedules. All overtime rates shall be paid at one and one half (1.5) times the employee's hourly rate. Employees will have the ability to accumulate overtime on an one hour and one half (1.5) hour basis up to a maximum of forty (40) hours (equivalent to five (5) days per calendar year).

While it is agreed by both parties that overtime is not desirable, it is recognized that overtime is necessary for the efficient operation of the Employer's business. The Employer's policy will be to keep overtime to a minimum.

Call-In

(a) If an employee is called in, they will receive a minimum payment equal to four (4) hours pay at their regular rate.

(b) When the on-call roster is implemented, all employees on call and able to work when called in will receive a stand-by rate of sixty dollars (\$60.00) per twelve (12) hour period. There will be one (1) on-call employee per shift per Oil City Depot and Forest Depot.

(c) If an employee is called in, they will receive pay at one and one half (1.5) times the employee's hourly rate for all hours worked or a minimum payment equal to four hours pay at their regular rate, whichever is greater. The next two employees will be offered overtime first and then one contractor. After this, the Employer will endeavor to follow the rotation of calling in an employee followed by a contractor provided that calling the employee does not violate the hours of service regulations.

(d) During the normal schedule (e.g.: 7:00am to 3:30pm) but when performing winter maintenance, employees will be called in by shift pattern seniority. For clarity, shift pattern means the employee's winter schedule shift. (e.g.: Days 3:30am – 12:00pm or Afternoons 3:30pm to 12:00am). The afternoon shift will be called in after 1:00pm, the day shift will be called in after 1:00am.

8.03 Should overtime become available it will be offered in order of seniority based on depot and classification required to do the work. For clarity, this language is applicable to available overtime outside of the winter schedule. Additionally, this language does not apply to the continuation of work situation.

ARTICLE 9 – SHIFT PREMIUM (OR SHIFT DIFFERENTIAL)

- 9.01 Every employee who works a shift, other than the scheduled day shift, shall be paid an off-shift (6 pm to 6 am.) premium as follows:

Effective date of ratification one dollar and ten cents (\$1.10) per hour worked.

ARTICLE 10 – PAY DAYS

- 10.01 Payroll will be on a bi-weekly pay system with paydays established every other Thursday on a direct deposit basis.

ARTICLE 11 – VACATIONS

- 11.01 All full-time employees shall receive annual paid vacations at their rate of remuneration at the time they take their vacation based upon their length of continuous service with the Corporation as measured from their anniversary date of employment. The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater, the hours per pay period may vary.

SERVICE	VACATION CREDITS (40 Hour work week)
Completed less than three years' service	4.62 hours per pay period
Completed three but less than ten years' service	6.16 hours per pay period
Completed ten but less than twenty-five years' service	7.70 hours per pay period
Completed twenty-five or more years of service	9.24 hours per pay period

On the first (1st) day of the 4th, 11th and 26th year, an additional 40 hours will be deposited into the employees' vacation bank.

Employees will be allowed to accumulate 1.5 times their annual vacation entitlement into their vacation entitlement bank at any one time.

- 11.02 Employees leaving the employ of the Corporation before the anniversary date of their employment shall receive vacation pay calculated on their earnings since their last anniversary date as follows:
1. Employees with less than three years of service with the Corporation shall receive vacation allowance of 6% of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.

2. Employees with three but less than ten years of service with the Corporation shall receive vacation allowance of 8% of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.
3. Employees with ten but less than twenty-five years' service with the Corporation shall receive vacation allowance of 10% of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.
4. Employees with twenty-five years or more service with the Corporation shall receive vacation allowance of twelve percent (12%) of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.
5. When an employee dies, his estate shall be entitled to the value of the vacation credit owing him at the above rates, at the time of decease.

11.03 (a) All employees other than Full Time employees will receive the appropriate percent in lieu for each vacation entitlement. Their time worked will be calculated according to the corresponding period for a full-time employee:

- All hours worked prior to June 13, 1990 shall be calculated using 2088 hours as the conversion factor.

(b) Part time employee's vacation pay shall be calculated based on total hours worked for the County.

11.04 Vacation must have prior approval by the Supervisor and/or Manager via a Leave Application Form.

ARTICLE 12 – PAID HOLIDAYS

12.01 The Corporation will observe the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

12.02 In addition to the holidays listed in Article 12.01, full-time employees will be allowed 1 Floating Holiday to be taken at a time mutually agreeable between the employee and the supervisor within each calendar year. Employees are not eligible for the Floating Holiday during their first year of full-time work unless they start before July 1st of the year.

- 12.03 In the event any government authority proclaims an additional statutory holiday during the life of this agreement, the Floating Holiday described in Article 12.02 will become that holiday and will be taken on the date proclaimed by the government authority.
- 12.04 An employee who is absent without permission or justifiable reason on either of their scheduled working days immediately preceding or following a recognized holiday will not be eligible for holiday pay.
- 12.05 If employees are required to work on any of the above paid holidays, they will receive premium pay at the rate of time and one-half in addition to their holiday pay.
- 12.06 If the day of observance of a holiday falls within the period of approved vacation of an employee, they shall be paid for such holiday as herein provided, or receive an additional day's vacation with pay.
- 12.07 For those employees who regularly work Monday-Friday schedules, when any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a Holiday) shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 13 – SICK LEAVE

- 13.01 An employee may be required to provide a doctor's certificate to support any absences claimed to be caused by sickness.
- 13.02 **Intermittent Sick Days**

All full-time employees receive four (4) Intermittent Sick Days on January 1st of each year. They are accumulative, but do not acquire a cash value on termination. The Union acknowledges the four (4) Intermittent Days provided annually are payment in lieu of the Employer sharing the EI premium reduction with the Employees. Effective April 1st, 2026, all full-time employees will receive five (5) Intermittent Sick Days.

New employees shall receive Intermittent Sick Days as follows:

Month Hired	Number of Days	Effective April 1, 2026
On or before July 1 st	4	5
After July 1 st	2	2.5

Intermittent Sick Days will be used before any Accrued Sick Leave Credits (Banked Sick Days) to maintain pay during the waiting period and to supplement the Weekly Indemnity Insurance Plan. A combination of Intermittent Sick Days and Banked Sick Days may be used to supplement the Weekly Indemnity Plan up to a maximum of seventeen (17) weeks for each separate illness. Full time employees who have Banked Sick Days cannot use them to continue earnings (while off work due to illness) in lieu of Weekly Indemnity

benefits. Part-time employees who have Banked Sick Days cannot use them to continue earnings while they are off work due to illness.

No Intermittent or Banked Sick days may be used at any time to supplement the Long Term Disability insurance award.

- 13.03 Sick leave credits may be used to make up the difference between Workplace Safety and Insurance Board (WSIB) disability payments and normal pay. An employee may choose to accept WSIB payments only and retain their sick leave credits. It is the responsibility of the employee to notify their immediate supervisor of their choice at the time a lost time injury occurs and the accident is being reported to the WSIB.

ARTICLE 14 – LEAVES OF ABSENCE

Bereavement Leave

- 14.01 (a) An employee shall be granted up to five (5) working days leave, without loss of regular straight time pay or benefits, in the case of the death of a spouse, parent, child, common-law spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law provided the leave days are regularly scheduled work days. This clause shall also apply to persons standing in loco parentis.
- (b) An employee shall be granted up to one (1) day of leave, without loss of regular straight time pay or benefits, in order to attend the funeral or memorial service of a grandparent-in-law, aunt or uncle, aunt or uncle-in law provided the funeral falls on a regularly scheduled work day.
- (c) Payment shall be made where the leave day(s) are used for making funeral arrangements, travel, and attending the funeral and/or memorial service. Where a memorial service is held at a later date, the employee may use any Bereavement Leave they have remaining regarding the deceased.
- (d) The employee shall advise their department head, or designate, of the need for bereavement leave at their earliest convenience, and shall complete and submit a County of Lambton Leave Application to their supervisor upon their return to work.
- (e) It is agreed that a bereaved employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the department head, or designate.
- (f) The Employer reserves the right to request supporting documentation to support payment for the bereavement leave.

The above clause refers to current relationships.

- 14.02 An employee shall be granted leave for purposes of jury duty or as a court witness pursuant to a subpoena of which the Corporation is a party without loss of regular straight time pay, and the amount they receive for court duties will be turned over to the Corporation.
- 14.03 (a) The Corporation may in its' discretion grant unpaid leave of absence to any employee for legitimate personal reasons. An employee on such leave of absence shall continue to accumulate seniority for a period of not more than three months.
- (b) The grant of a leave of absence without pay to any employee must be obtained from the Department Head in writing prior to the leave of absence being commenced. If the leave of absence is for 2 weeks or less, it will be at the discretion of the employee's Supervisor or Department Head. If more than 2 weeks is requested, the leave of absence must be signed by the Supervisor and Department Head.
- (c) Employees elected to attend Union business and education programs shall be granted a leave of absence and have their leave of absence counted as time worked for the purpose of seniority with the Employer, where such leave does not leave the Employer short staffed. Where the union instructs the employer to pay for such leave, the employer shall continue to pay the employee for time away and the Union will reimburse the employer for wages and benefits of the employee in a timely manner.
- 14.04 (a) Employees who are absent from work, other than on pregnancy or parental leave, (and such absence was approved by the Corporation), shall have the Corporation's share of the premiums for the insurance coverage paid by the Corporation, during the period of absence, but only for the 17 weeks immediately following the commencement of the absence and further subject to the employee paying their share of the premiums. Thereafter, the employee may choose to continue to pay the full cost (corporation's and employee's share) of the premiums and maintain insurance coverage (subject to the terms of the applicable policy) to a maximum of 12 months immediately following the commencement of the absence.
- (b) An employee absent from work and on pregnancy/parental leave shall have the Corporation's share of the premiums for the insurance overages paid by the Corporation, during the period of the leave, but only for the 52 weeks immediately following the commencement of the leave and further subject to the employee paying their share of the cost of the premiums.
- (c) Employees on WSIB Benefits
- The Corporation shall comply with the WSIB Act in respect of employees off work pursuant to the provisions of the Act.
- 14.05 The Corporation will grant pregnancy/parental leave in accordance with provisions of the Employment Standards Act.
- 14.06 Any employee on an extended leave of absence (other than pregnancy/parental leave and WSIB for up to 12 months), weekly indemnity, long term disability, and all types of

leaves of absence without pay shall not be entitled to the accumulation of vacation credits or holiday pay for any period of absence in excess of 30 working days.

ARTICLE 15 – GROUP BENEFIT PLANS

- 15.01 Upon completion of a 60 working day waiting period, full-time employees will be offered the option to join the County's insurance plans for this group. If an employee chooses not to participate in any or all of the plans, they will be required to sign a waiver to that effect.
- 15.02 Part-time employees shall receive a ten percent (10%) benefit allowance in lieu of employee benefits. If a part-time employee chooses to join OMERS, the Employer's share of the OMERS contributions shall be deducted from the aforementioned amount.

ARTICLE 16 – GROUP LIFE AND AD & D INSURANCE PLANS

- 16.01 (a) The Corporation participates in a Group Life Insurance Plan, which is a condition of employment for full-time employees who have completed their probationary period (60 working days), to the amount of two times the annual salary rounded to the next higher \$1,000 to a maximum of \$250,000 or whatever greater amount may be approved by County Council. The Employer agrees to pay 100% of the billed premiums.
- (b) The Employer also participates in an Accidental Death and Dismemberment Insurance Plan, to the amount of two times (2X) the employee's annual salary, rounded to the next higher \$1,000 to a maximum of \$250,000 or whatever greater amount may be approved by County Council, for all permanent full-time employees. The Employer agrees to pay 100% of the billed premiums.

ARTICLE 17 – GROUP MEDICAL & HOSPITAL PLANS

- 17.01 The Corporation participates in Group Medical and Hospital Insurance Plans, including Semi-private and Extended Health Benefits, and assumes 100% of the cost of the premiums.
- 17.02 The Extended Health Benefits include:
- A Drug Card for prescriptions
 - Vision Care rider providing a maximum coverage to eligible employees and their dependents as below:
 - \$400.00/24 months
 - Optometry appointments \$110.00 every 24 months
 - Major Medical coverage is a "Generics Only — Where Available" plan, but allowances are made for "no substitution" when indicated by the physician on the prescription
 - \$9.00 cap on the Drug Dispensing Fee

- Paramedical
 - \$500.00 per year for all specialties combined
 - April 1st, 2026: increase to \$550.00 per year.
 - first dollar average on Chiropractic services
- Private Duty Nursing
 - \$25,000 per 3 years
- Deluxe Travel

17.03 **Paid Benefits for Retirees**

The Corporation agrees to provide the plans indicated in Article 17.01 to retired employees under the following conditions:

- (a) Employees must qualify for unreduced early retirement, as set out in the OMERS Act.
- (b) Employees must have at least 25 years of service with the County of Lambton.
- (c) Employees must remain a resident of Ontario after retirement,
- (d) Benefits will cease when the retiree reached 65 years of age, or dies, whichever occurs first.
- (e) If the retiree takes other employment where similar benefits are available, the benefits will cease.

ARTICLE 18 – O.M.E.R.S. PENSION PLAN

18.01 The Corporation participates in a pension plan under the provisions of the Ontario Municipal Employees Retirement System Act.

18.02 It is a condition of permanent employment with the Corporation that each full-time employee becomes a member of the Ontario Municipal Employees Retirement System, contributing payments as required by the Act by payroll deduction. The Corporation will contribute an equal amount to the System to aid in providing a retirement pension. Part-time employees have the option of participating in OMERS, subject to the OMERS Act and Regulations.

ARTICLE 19 – CANADA PENSION PLAN

19.01 The Corporation participates in a pension plan under the provisions of the Canada Pension Plan.

19.02 It is a condition of the Canada Pension Plan that each eligible employee belong. Employee payments as required by the Plan will be by payroll deduction. The Corporation will contribute an equal amount to the Plan to aid in providing a retirement pension.

ARTICLE 20 – DENTAL PLAN

20.01 The Corporation participates in a Dental Plan and will pay 50% of the cost of such plan. The plan provides:

- nine (9) month time frame for recall for regular checkups.
- current ODA fee guide
- \$2000 annual maximum for basic and major combined
- 50% coverage for caps, crowns & bridges
- 50% orthodontic coverage for children
- \$2000 lifetime maximum for orthodontics per eligible child

20.02 The plan booklet should be referred to for details of dental coverage.

ARTICLE 21 – WEEKLY INDEMNITY PLAN AND LONG TERM DISABILITY PLAN

21.01 The Corporation agrees to pay 100% of the billed premiums of Disability Insurance offered by our insurance company, basic benefits of which are as follows:

(a) **Weekly Indemnity Insurance**

The Plan provides a weekly indemnity insurance which will pay 75% of weekly earnings rounded to the nearest dollar, and up to a maximum benefit of \$2,000.00 per week or whatever greater amount the County purchases. Benefits shall start the first day of a disability due to an injury or the first day of an illness if hospitalized, or the fourth day of an illness due to sickness if not hospitalized, and shall continue for a maximum period of 17 weeks.

For benefits to be payable from the first day of hospitalization, you must be a registered bed patient and have been formally admitted and assigned to a bed in a hospital on a physician's order.

Benefits will also be made payable from the first day if you are not confined to a hospital but had surgery and/or a corrective treatment, requiring anesthetic, performed on an outpatient basis in a hospital, providing:

1. The cost is \$35 or more and is scheduled or payable by 01-1IP, and
2. You are unable to work on such a day, as verified by a physician.

The weekly benefit shall be payable on a five day work week basis, whereby 1/5 of the weekly benefit is payable for each working day in the period which qualifies for benefits.

(b) **Long Term Disability Insurance**

The Plan provides a long term disability insurance which pays 70% of monthly earnings rounded to the nearest dollar, and up to a maximum benefit of \$7,500.00 per month or whatever greater amount the County purchases.

An employee who is receiving payment under the Long Term Disability Plan shall not be entitled to holiday pay for holidays accruing during the term of absence.

The Long Term Disability Plan cannot be supplemented by using any sick leave credits, either Banked Days or Intermittent Days.

If an employee is on Long Term Disability, his or her status with the Corporation in respect to continuation of benefits and employment, will be reviewed after 12 months.

- 21.02 The insurance coverage outlined above is described in detail in a booklet prepared by the insurance company and is available to each full-time employee. The Corporation reserves the right to change carriers on the insurance without notification, provided the insurance maintains equal or better coverage.

ARTICLE 22 – SAFETY AND HEALTH

- 22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury and illness.
- 22.02 The Employer will abide by the current version of the Occupational Health and Safety Act and WSIB.
- 22.03 The parties recognize the need for a Safety Committee to maintain and monitor health and safety conditions in the workplace. The Committee will consist of 2 employees selected by the Union and 2 selected by the Employer. The Committee will meet regularly and will be chaired on a rotational basis. Minutes of each meeting will be maintained as a permanent record and posted on appropriate bulletin boards.
- 22.04 The joint Health and Safety Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

New safe work policies and procedures that affect employees in the Public Works Department will be circulated in advance to the committee for input prior to implementation.

ARTICLE 23 – CAR ALLOWANCE

- 23.01 All employees using their personal vehicles for the Corporation's purposes will be entitled to a mileage allowance at the per kilometer rate as set out in the Corporate Travel Cost Reimbursement policy.

ARTICLE 24 – VACANCIES

- 24.01 All job openings or vacancies, which the Corporation intends to fill, will be posted stating job classifications, wage range and qualifications or experience required. No outside advertisement for a permanent vacancy shall be placed until the position has been posted in accordance with the foregoing.

Permanent vacancies shall be filled on the basis of seniority provided that the employee has the abilities, skills and qualifications to perform the work of the position or can acquire the abilities, skills and qualifications within a 25 working-day training period.

- 24.02 When a job vacancy occurs, and it is known that it is for a temporary period, the posting shall be so designated. Vacancies of less than six (6) months duration shall be considered temporary vacancies and filled in accordance with the factors noted in 25.01 above. If a temporary vacancy becomes a permanent vacancy within or at the expiry of its term, the successful candidate who holds the temporary position shall be awarded the permanent position. If the temporary vacancy expires, the successful candidate shall be returned to the position he or she held prior to accepting the temporary posting.

24.03 Temporary Transfers

When an employee performs the duties of the next highest paid classification the employee will be paid at same step of his current classification.

When an employee performs the duties of a higher paid classification (more than the next classification) the employee will be paid at Step 3 of that higher paid classification.

ARTICLE 25 – LAYOFF AND RECALL

- 25.01 Provided that, in the opinion of the Corporation, the employees affected are of equal skill, competence and efficiency, and subject to the limitations set out hereafter, the last employee hired, in the case of lay-off, shall be the first laid off.
- 25.02 Notice of layoff will be given as per ESA.
- 25.03 The County and the Union agree that where an employee has been given notice of layoff, they may exercise bumping rights, and displace a more junior employee providing that

the employee has the requisite skill, ability, qualifications, competence and efficiency to perform the work of the junior employee.

- 25.04 In the event of a service transfer to a lower tier municipality, the Corporation will negotiate for retention of seniority rights for affected employees.
- 25.05 Prior to any outside hiring, employees on lay-off shall be given the opportunity of returning to work.
- 25.06 Employees will be recalled in the reverse order of lay-off providing that the employee has the requisite skill, ability, qualifications, competence and efficiency to perform the work.

ARTICLE 26 – SENIORITY

- 26.01 Seniority for full time employees shall mean the length of uninterrupted service as an employee with the Employer within the bargaining unit since the employees' date of hire. For part-time employees, a record of hours will also be maintained and updated annually on their seniority list. When an employee is transferred from a part-time to a full-time position the employee will be credited with seniority proportionate to the number of part-time hours worked to determine a seniority date. The conversion factor is 2,080 hours of part-time employment equals one year of full-time employment. When a full-time employee is transferred to a part-time position, the same conversion factor applies to determine the number of hours worked by the employee, for purposes of the part-time seniority list.

An employee who transfers or is re-hired to a position outside the bargaining unit with the employer shall be deemed to have forfeited any further claim to seniority in the bargaining unit after a period of six (6) months outside the bargaining unit. Such employee shall continue to pay union dues in accordance with article 2 for the entire period out of the bargaining unit but not to exceed (6) months. If the employee returns to the bargaining unit within this period of (6) months they shall retain all seniority that they had prior to leaving the bargaining unit including time spent out of the bargaining unit.

- 26.02 Seniority lists shall be posted annually, in February.
- 26.03 Seniority shall continue to accrue during all periods of active employment. Seniority shall be maintained, but not accrued, during inactive periods of employment including lay-off, until the employee loses seniority, is removed from departmental seniority list(s) and ceases to be an employee of the Employer for any of the following reasons:
 - (a) if the employee, quits, resigns or retires
 - (b) if the employee is discharged and not reinstated through the grievance procedures

- (c) if the employee is laid off and fails to return to work within seven (7) days of the date of the post mark on the notice of recall to be sent to the employee's last known address by registered mail
- (d) if the employee is absent from work for three (3) consecutive days without leave of absence authorized by the appropriate supervisor or designate, and without reasons satisfactory to the Employer, in which case the employee shall be deemed to have resigned. This Article shall not bar disciplinary actions for absences of less than two (2) consecutive days.
- (e) Or if the employee is laid off for twelve (12) consecutive months

26.04 **Probation Period**

- (a) An employee shall not have any seniority, and shall be a Probationary Employee, for the first 60 working days (480 hours for part time) of active employment (the Probationary Period). The Employer will provide notice of the extension of the Probationary Period to the Probationary Employee prior to the end of the probationary period, where so required.
- (b) Until a Probationary Employee completes the Probationary Period, their name shall not appear on any seniority list and no grievance may be filed by a Probationary Employee respecting their termination. The termination of a probationary employee does not constitute a difference between the parties.
- (c) For greater clarity, a Probationary Employee may be terminated for any reason, at the sole discretion of the Employer, including, without limitation, unsuitability.
- (d) Upon successful completion of the Probationary Period, the employee's name shall be added to the seniority list with seniority attributed from the date of hire.

26.05 When it is necessary to lay off employees or recall employees who have been laid off, the employees to be laid off or recalled shall be selected on the basis of seniority within their classification, provided that the employees that remain have the necessary skill, ability and qualifications.

26.06 Upon successful completion of the Probationary Period, an employee's seniority shall be calculated from the date of hire by the Employer.

All new employees are considered as on probation for a period of 60 working days for full time employees, and 480 hours for part time employees. Before the end of the probationary period, the supervisor will fill in an appraisal sheet

26.07 In the case of duplications in terms of starting date, an alphabetical list shall prepared in accordance with their surnames and those at the top of the lists shall be deemed to be hired first.

ARTICLE 27 – GRIEVANCE PROCEDURE

27.01 The Corporation and the Union consider it most important to adjust complaints and grievances of employees as quickly as possible.

27.02 No grievances will be considered where the circumstances giving rise to it occurred or originated more than five full working days before the grievance is filed.

27.03 A grievance shall be adjusted and settled as follows:

An employee who has a complaint shall first discuss the matter with their immediate supervisor.

Step One - Failing a satisfactory settlement of the complaint, the Union shall present, within 5 working days, their grievance in writing to their immediate supervisor, with a suggested remedy, and a copy of such grievance shall be directed to the Operations Manager. If a reply satisfactory to the Union concerned is not received within five full working days, the grievance may be presented as follows at any time within the next five full working days after receipt of the reply.

Step Two - The Union then may present their grievance in writing to the Manager, Public Works. The Manager, Public Works shall arrange a meeting with the Union to discuss the grievance and shall deliver their decision in writing within five (5) working days following the day the grievance was presented to them. Failing settlement, then:

Step Three - Within five (5) working days following the decision in Step Two the Union shall present the written grievance to the Corporate Manager Human Resources. The Corporate Manager Human Resources will convene a special meeting with the Union to deal with the grievance and shall give their decision in writing within five (5) working days from the date of the meeting.

27.04 Any time limits referred to in the Grievance, Mediation or Arbitration procedures (within which any action is required to be taken or notice is required to be given) shall be calculated exclusive of Saturdays, Sundays, and Paid Holidays (as listed in Article 12 of this agreement).

27.05 No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure, except that, if at any step of the grievance procedure the Corporation or the Union does not give its' answer within the allowed time, the grievance is deemed to be carried to the next step, which will start to run from the expiration of the time within which the answer should have been given.

27.06 **Arbitration**

No matter may be submitted to arbitration, which has not been properly carried through all the steps of the grievance procedure.

Either party may submit a grievance to arbitration provided that it makes a request in writing addressed to the other party to this Agreement within ten (10) working days following the Step 3 reply, or the day the step three reply should have been made. Failing a timely request, the grievance shall be deemed abandoned and may not re-opened.

The time limits provided for in this Agreement are mandatory and may only be modified by consent of the parties obtained in writing.

The party submitting the grievance to arbitration shall provide in its' request addressed to the other party the names of three arbitrators that it proposes hear and determine the grievance. Within five working days thereafter, the party may agree to one of the arbitrators proposed or submit a list of three arbitrators it proposes to hear and determine the grievance. If the parties are unable to agree on a sole arbitrator within two weeks of the date the request was first made, either party may apply to the Ministry of Labour for the appointment of a sole arbitrator.

- 27.07 The sole arbitrator shall not have the jurisdiction to amend, or add to, any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

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

The parties hereto will equally bear the fees and expenses of the sole arbitrator.

ARTICLE 28 – DISCIPLINE, SUSPENSION & DISCHARGE

- 28.01 Whenever the Corporation deems it necessary to discipline an employee, the following steps will be taken:

- (a) In case of written discipline, a copy of the letter shall be provided to the Union if the employee so requests.
- (b) In cases of suspension and/or discharge, a copy of the letter of reprimand will be provided to the Union within two (2) working days, if the employee so requests.

- 28.02 If any employee believes that they have been unjustly discharged, the matter may be taken up as an official grievance commencing at Step Three of the Grievance Procedure. Any such special grievance must be submitted in writing and lodged with the Corporation within two working days after the employee ceases work for the Corporation.

- 28.03 Grievances relating to discharge may be settled by confirming the Corporation's action in dismissing the employee, or by re-instating the employee with full compensation for time lost, or by any other arrangement which is just and equitable.

28.04 The record of an employee shall not be used against them at any time after 18 incident-free months following any disciplinary actions, unless the incident involved a written reprimand, discharge or suspension.

28.05 The record and/or personal file of an employee shall be available to each employee to enable the employee to respond to the contents as part of performance appraisals.

ARTICLE 29 – GENERAL

29.01 (a) Employees who are required to take a medical examination and/or write tests to meet legislated requirements, such as a driver's license, shall be paid for the time required if the examination or tests are taken during regular scheduled working hours up to a maximum of four (4) hours. In addition the employer will contribute four (4) hours at straight time hourly rate to assist towards payment of licenses, medical, etc.

ARTICLE 30 – UNION-MANAGEMENT COMMITTEE

30.01

1. Union-Management Committee will meet twice every year, or more frequently at the call of either party so long there are adequate agenda items to be discussed.
2. The chair for the meetings will alternate between labour and management.
3. When new jobs, which will be represented by the Union, are introduced, or existing jobs are changed significantly as determined by the employer, the union-Management Committee shall be advised, and the matter(s) shall be handled in accordance with Corporate Policy Job Evaluations.

UNION REPRESENTATIVE

30.02 The Union agrees to furnish the Employer with a list of names of employees who have been elected or appointed Union Officers and Stewards authorized to represent the Union, and the Union will keep this list up to date.

30.03 Stewards, members of committees and Union Officers will be required to perform their regular duties and will not leave or otherwise interrupt their regular duties to attend to Union business without first informing the supervisor or their designated representative. Permission to attend to legitimate Union Business will not be unreasonably denied.

30.04 After receiving approval from their immediate supervisor a Steward may leave their work to attend to Union business. Their pay will be at the normal hourly rate of pay to a maximum of their regular daily hours of work.

30.05 The Union may elect or appoint not more than 2 department stewards and a Unit Chairperson to assist employees in the preparation and presentation of grievances. The number of additional stewards required will be determined by mutual agreement between the parties.

30.06 The Union may appoint a Grievance Committee consisting of the Unit Chairperson and the Departmental steward.

MANAGEMENT REPRESENTATIVE

30.07 The Employer agrees to furnish the Union with a list of names of supervisory personnel with whom the Union may have transactions in the administration of this Agreement, and will keep this list up to date.

ARTICLE 31 – DURATION, TERMINATION AND RENEWAL

The term of this Agreement shall be from: April 1, 2025 – March 31, 2028.

Following the completion of this term, the Agreement shall continue from year to year thereafter, until one of the parties to this Agreement serves notice in accordance with this article to negotiate changes hereto. Such notice will be given at least thirty (30) days prior to the expiry of this Agreement but not more than ninety (90) days.

LETTER OF UNDERSTANDING #1 – RE: SAFETY EQUIPMENT

For the purposes of this Agreement, the special equipment or special clothing referred to in Article 22.02 shall consist as follows:

Work Boots and Other:

- \$300 per year maximum (including tax), receipts required clearly stating the items purchased. Items would be subject to management's approval.

High Visibility Safety Clothing:

- \$100 per year minimum (excluding tax), supplier chosen by the Employer
- Supplier product list and pricing shall be supplied to employees prior to ordering. All clothing must conform to OSHA and CSA Standards.

Employees must be present at work with proper and in good condition CSA approved toe and shank, minimum 6" cut safety footwear.

Where the employer feels in the interest of the personal safety of the individual, the employer will supply Safety Glasses of 1 pair (max \$200) every 24 months. Where goggles or safety glasses (other than prescription) meet the needs of the work, such shall be supplied.

It is understood that safety glasses include prescription lenses. The issuance of which shall not preclude the employee from receiving prescription glasses under the Vision Care program of the Benefit Plan. The requirement for prescription Safety Glasses shall not reduce the employees' entitlement under the Vision Care Plan.

LETTER OF UNDERSTANDING #2 – RE: INDIVIDUALS EMPLOYED BY THE COUNTY RECEIVING BENEFITS POST 65

It is agreed and understood between the parties that employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

- Extended Health Care Benefits listed in the collective agreement (including vision, paramedical, out of province)
- Weekly Indemnity Insurance Plan (as described in collective agreement)
- Dental Coverage (cost sharing as described in collective agreement)
- OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.
- Life Insurance and AD&D to a maximum benefit coverage of \$25,000 each. Employees will not be entitled to Long Term Disability benefits identified in Article 21.01 (b), or dependent life insurance identified in the Manulife Financial benefits booklet.

The employer agrees to extend the voluntary AD&D to all post 65 employees subject to the terms and conditions of the insurer. The employer's only obligation is the remittance of premiums for said plans.

Eligibility for benefits extended to employee age 65 and above under this letter shall cease upon the employee reaching age 70.

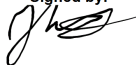
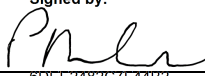
LETTER OF UNDERSTANDING #3

Bridge washing work to be discussed between the parties at the Fall 2021 Labour/Management Meeting.

DATED IN WINDSOR, ONTARIO THIS 4 DAY OF September, 2025

Signed by: **FOR THE COMPANY**

6B80B66FBD004F5...
Signed by: Geln Hamill
E61B434F9CAE46B...
Signed by: Melina
812CB476D18748D...
Signed by: Sonya Furtado
68E6CBEA4E744D3...

Signed by: **FOR THE UNION**
Dave Allardye
A56A2D366BA748B...
Signed by: 
93647B9D4F414E7...
Signed by: Todd McPherson
5BB86F60936044F...
Signed by: 
61EE287C7F44B2...
Signed by: Dana Dunphy
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at:cope343

SCHEDULE “A” – (APRIL 1, 2025 TO MARCH 31, 2028)

Note: Amend Schedule “A” employees move up progression through their respective classification grid steps every 6 months

Job #	Job Title	Effective Apr 1, 2025 – 3.50%					2025 PP # 21 – 0.50%					Effective Apr 1, 2026 – 2.50%					Effective Apr 1, 2027 – 2.50%				
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5	Step 1	Step 2	Step 3	Step 4	Step 5
T5021	Construction Technician Level III	34.47	35.98	37.65	39.38	41.73	34.64	36.16	37.84	39.58	41.94	35.51	37.06	38.79	40.57	42.99	36.40	37.99	39.76	41.58	44.06
T5015	Licensed Mechanic																				
T5003	Construction Technician Level II	31.44	32.82	34.34	35.96	37.77	31.60	32.98	34.51	36.14	37.96	32.39	33.80	35.37	37.04	38.91	33.20	34.65	36.25	37.97	39.88
T5008	Heavy Equipment Operator																				
T5007	Construction Technician Level I	29.10	30.29	31.73	33.22	34.86	29.25	30.44	31.89	33.39	35.03	29.98	31.20	32.69	34.22	35.91	30.73	31.98	33.51	35.08	36.81
T5032	Equipment Operator	26.86	28.06	29.33	30.74	32.25	26.99	28.20	29.48	30.89	32.41	27.66	28.91	30.22	31.66	33.22	28.35	29.63	30.98	32.45	34.05
T5031	Operator	24.85	25.91	27.13	28.38	29.82	24.97	26.04	27.27	28.52	29.97	25.59	26.69	27.95	29.23	30.72	26.23	27.36	28.65	29.96	31.49
T5010	Skilled Labourer	22.94	23.93	25.05	26.23	27.55	23.05	24.05	25.18	26.36	27.69	23.63	24.65	25.81	27.02	28.38	24.22	25.27	26.46	27.70	29.09