



COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the "Employer")

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 255.13 HIGHWAYS
(hereinafter called the "Union")

Effective: January 1, 2024 | Expiry: December 31, 2026

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COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE COUNTY OF BRUCE
(hereinafter called the "Employer")**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 255.13 - Highways
(hereinafter called the "Union")**

ARTICLE 1 - PURPOSE AND DEFINITIONS

- 1.01 The purpose of this Agreement is to maintain an orderly collective bargaining relationship between the Employer and the employees concerned, to provide machinery for the prompt disposition of grievances, and to establish satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.
- 1.02 For the purpose of this Agreement, the terms "Employee", "Probationary Employee", "Regular Employee", "Seasonal Employee", "Part-time Employee" and "Temporary Employee" shall be interpreted to mean:
- (a) "Employee" - This term applies to a person employed by the Transportation & Environmental Services of the Employer who falls within the scope of the bargaining unit described in Article 3 - Recognition.
 - (b) "Probationary Employee" - This term applies to regular employees during the first nine (9) months following the last date of hiring.
 - (c) "Regular Employee" - An employee who is other than a Probationary Employee, a Seasonal Employee, or a Part-time Employee
 - (d) "Seasonal Employee" - A seasonal employee shall not work in excess of seven (7) months in any calendar year except in case of emergency. A seasonal shall not be scheduled more hours than regular employees.

At the time of employment, such person will be advised in writing of the anticipated duration of their period of employment. A seasonal employee shall not acquire seniority under the terms of this Agreement.

- (e) "Part-time Employee" - An employee who works twenty-four (24) hours or less per week on a regularly scheduled basis. A part-time employee shall not acquire seniority under the terms of this Agreement.
- (f) "Temporary Employee" - Subject to paragraph 1.02, a temporary employee is one who is required to temporarily replace a regular employee who is on an approved leave of absence, vacation, sick leave, long term disability, Workplace Safety and Insurance Board (WSIB) or temporarily filling another position. A temporary employee shall not acquire seniority under the terms of this Agreement or boot allowance as per 25.02.
- (g) Working days in this agreement shall not include Saturdays, Sundays, and/or the Holidays specified in Article 16 - specifically as referenced in Articles 3.05, 9.03, 9.04, 9.05 (a), 9.05 (b), 9.09, 11.01, 12.07 (e), 12.08, 12.10, 13.01, and 13.05.
- (h) Operations Division - A division of the Transportation and Environmental Services Department of the County of Bruce. This division is tasked with the operation and maintenance of County rights of way including the maintenance of the vehicles and equipment used to undertake the required right of way maintenance. The Operations Division operates and maintains the facilities and properties used in housing their equipment, vehicles, and staff.
- (i) Patrol Yard - A patrol yard is an area that provides facilities for staff, equipment, and materials required for roadway maintenance.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the Management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees provided that a claim by a regular employee who has completed the probationary period that they have been discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make and enforce and alter from time-to-time reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

- 2.02 The Employer may discharge a temporary, seasonal, part-time or probationary employee at any time. The application of Article 2.02 shall not be done in an arbitrary, discriminatory or bad faith manner. The discharge of a seasonal, part-time or probationary employee shall not be the subject of a grievance or arbitration pursuant to this Agreement.
- 2.03 These rights shall be exercised in a reasonable manner and shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent of the Operations division of the Transportation and Environmental Services Department of the Corporation of the County of Bruce, save and except foreperson, persons above the rank of foreperson, Supervisor, Professional & Technical staff, office staff, and students when enrolled in University, Community College or Secondary School, and persons employed under Government-sponsored programs.
- 3.02 No employee shall be required or permitted to make any written or verbal agreements with the Employer or their representatives which may conflict with the terms of this Collective Agreement.
- 3.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall distribute sufficient copies of the Agreement.
- 3.04 Employees as per Article 3.01 whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit to the extent that such work will reduce the normal hours of work of any regular employee except in the event of an emergency situation which requires immediate attention or instances mutually agreed upon by the parties.
- 3.05 Within five (5) working days the Union Vice-President or designate shall be advised in writing of all hiring, promotions, demotions, layoffs, resignations, and letters of discipline within the bargaining unit.
- 3.06 The Employer agrees that no bargaining unit employee shall suffer lay-off or any reduction in normal wages nor shall any bargaining unit work be lost as a result of hiring students and/or persons employed under government-sponsored programs as per paragraph 3.01.
- 3.07 Management and the local union stewards committee shall meet, at a time mutually agreed upon, for the purpose of discussing matters of mutual concern

to the parties. The meeting between the parties shall be held as soon as possible following the request for such meeting.

ARTICLE 4 - NO DISCRIMINATION OR COERCION

- 4.01 The Parties agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership or non-membership in the Union.
- 4.02 The Union agrees that there will be no intimidation, interference or coercion exercised by any of its members or representatives, and that there will be no Union activity or solicitation for membership during working hours on the Employer's property except with the permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5 - CHECK OFF OF UNION DUES

- 5.01 During the lifetime of this Agreement the Corporation shall deduct from the pay of all employees covered by this Agreement who have been employed by the Corporation for a period of thirty (30) days, whatever sum may, from time to time, be authorized in writing by the Union as regular monthly dues.
- 5.02 Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of the names and addresses of all employees from whose wages the deductions have been made. At the same time, the Union shall be notified of all hiring, including the anticipated duration for seasonal employees, layoffs, recalls and terminations of employment since the previous listing.
- 5.03 The Union shall indemnify and save the Employer harmless from any and all claims for amounts deducted from pay and remitted under this Article.

ARTICLE 6 - BULLETIN BOARDS

- 6.01 The Employer shall provide bulletin boards which shall be placed so that all employees may have access to them and upon which the Union shall have the right to post notices of meetings, and such other notices as may be of interest to employees. It is agreed, however, that all such notices must first be approved by the Director of Transportation & Environmental Services or their designate.

ARTICLE 7 - REPRESENTATION

- 7.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect one (1) steward in each of the patrol yards and the fleet division from regular employees. The Steward's duties shall be to assist any employee, which the steward represents in preparing and in presenting their grievance in accordance with the grievance procedure.
- 7.02 One of the six (6) stewards may be appointed by the Union as Unit Chairperson.
- 7.03 The Union shall notify the Employer in writing of the name of each steward and the patrol yard they represent, the name of the Unit Chairperson, and the name of the secretary of the Union Local, before the Employer shall be required to recognize them.
- 7.04 It is understood that the Steward has their regular work to perform on behalf of the Employer. If it is necessary for the Steward to service a grievance during these working hours, the Steward will advise their Foreperson/Supervisor of their requirement to attend a grievance meeting. When resuming their regular work, they shall again report to the Foreperson/Supervisor. The Employer shall pay Union Stewards performing grievance functions on behalf of the Union for time lost during the representative's scheduled working hours.
- 7.05 The Union Local shall appoint a negotiating committee consisting of five (5) employees plus the Unit Chairperson. The Union will advise the Employer in writing of the names of the committee appointees prior to the first negotiating meeting. Union Representatives performing negotiation functions shall be paid for time lost at their regular rate, but the Employer shall submit an account to the Union Treasurer who shall reimburse the County within thirty (30) days.
- 7.06 It is agreed that a national representative of the Canadian Union of Public Employees will be allowed to participate in any grievance or negotiating meetings held between the Union and the Employer at the request of either the Union or the Employer. It is further agreed that the Employer may have any assistance which it may require from time to time.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Transportation & Environmental Services, Director of Human Resources (HR) or designate(s) and the Secretary of the Union Local.

ARTICLE 9 - COMPLAINTS AND GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible without stoppage of work, and it is understood that an employee may present an oral complaint at any time without recourse to the grievance procedure herein.
- 9.02 A grievance, for the purpose of this agreement, shall be defined as any difference or dispute between the Employer and any employee arising from the interpretation, application, administration or alleged violation of this Agreement or in the case of a regular employee who has completed their probationary period a complaint that they have been discharged without just cause.
- 9.03 If an employee has a complaint, they shall take the matter up with their foreperson within five (5) working days after the circumstances giving rise to the complaint became known, or ought reasonably to have become known to them. Failing settlement of the complaint, the matter may then be taken up as a grievance, as hereinafter provided, within five (5) working days following receipt of the foreperson's decision, which decision will be made within five (5) working days of the time the matter was brought to their attention.
- 9.04 STEP No. 1: The Steward shall present the grievance to the foreperson or their designate. The grievance shall be in writing and shall include the nature of the grievance, the remedy sought and the section or sections of the agreement, which are alleged to have been violated. The foreperson shall deliver their decision in writing to the grievor and the Steward within five (5) working days following the presentation of the grievance to them. Failing settlement:
STEP No. 2: Within five (5) working days after the decision in Step No. 1 is given, or ought to have been given, the written grievance may be submitted to the Director of Transportation & Environmental Services. Subsequently, within ten (10) working days or such longer periods as may be mutually agreed to accommodate the parties, a meeting will be held between the Director of Transportation & Environmental Services or their designate and the Director of Human Resources (HR), the Chief Steward and the National Representative of CUPE to discuss the grievance and attempt to effect a settlement. The Director of Transportation & Environmental Services or their designate and the Chief Steward may each choose one (1) other interested person to assist at the aforementioned meeting, and it is understood that the parties may hear whatever witnesses as may be mutually agreed upon. The decision of the Director of Transportation & Environmental Services or their designate shall be delivered in writing to the Chief Steward and the grievor within five (5) working days following the aforementioned meeting.
- 9.05
- (a) Where it is understood that all grievances as defined in this article shall be submitted by the employee involved, it is recognized that the Union shall have the right to file a grievance on matters which are not normally the subject of an individual grievance or grievances. Such policy grievances shall be filed in

writing, at Step No. 2 of the grievance procedure, within seven (7) working days of the initial incident giving rise to the complaint. The grievance must be signed by a Union officer.

- (b) The Employer shall have the right to lodge a grievance with the Union concerning the meaning, application or interpretation of any provision of this Agreement commencing at Step No. 2 of the grievance procedure. The grievance shall be filed in writing with the Union by the Director of Transportation & Environmental Services or senior management within seven (7) working days of the initial incident giving rise to the complaint. A meeting shall be held between representatives of the Employer and the Union within seven (7) working days of filing of the grievance. The grievance shall be answered in writing by the Union within ten (10) working days of such meeting. 9.06 The parties expressly agree that this Article does not apply in the case of the discharge for any reason whatsoever of a temporary, seasonal, part-time or probationary employee as defined in Article 1.

- 9.07 An employee shall not be required to lose wage payment during their normal scheduled working hours for the time spent processing their own personal grievance under the grievance procedure.
- 9.08 The time limits in the grievance procedure may be extended by mutual agreement in writing between the Employer and the Union. If either party does not reply to the grievance within the time limits provided, the Employer or the Union may process the matter to the next step including arbitration. If the employee or the Union does not process the grievance in accordance with the time limits, the grievance shall be abandoned.
- 9.09 If final settlement of the grievance is not reached at Step 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 10 - Arbitration, at any time within fifteen (15) working days after the final decision is given in Step 2.

ARTICLE 10 - ARBITRATION

- 10.01 No grievance shall be submitted to arbitration unless: it is a proper subject matter of a grievance as defined in Article 9 - Grievance Procedure, paragraph 9.02; has been properly carried through all the requisite steps of the Grievance Procedure; and has not been settled or abandoned.
- 10.02 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name an appointee to an arbitration board. Within ten (10) working days thereafter, the other party shall name an appointee to the arbitration board; provided however, that if such party fails to name an appointee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon

application thereto by the party invoking arbitration procedure.

The two (2) appointees so selected shall attempt to select by agreement a Chairperson of the Arbitration Board. If they are unable to agree upon such a Chairperson within ten (10) working days, either party may then request the Minister of Labour for the Province of Ontario to appoint an impartial Chairperson.

- 10.03 No person may be appointed as member of an arbitration board who has been involved in an attempt to negotiate or settle the grievance.
- 10.04 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement. The Board shall have no jurisdiction to adjudicate any matter not covered by this Agreement nor specifically assigned to it by the written grievance.
- 10.05 The proceedings of the Arbitration Board, will be expedited by the parties hereto, and the decision of the majority and where there is no majority, the decision of the Chairperson will be final and binding upon the parties hereto and the employee or employees concerned.
- 10.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairperson of the Arbitration Board.
- 10.07 Either party may request the services of a sole Arbitrator and if the parties agree, the case shall be heard by the sole Arbitrator, however, all other conditions as set forth in this Article will prevail.
- 10.08 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

- 11.01 A claim by a regular employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step. No. 2 within five (5) working days after the discharge or suspension is affected.

ARTICLE 12 - SENIORITY

- 12.01 Seniority for regular employees is defined as the length of continuous service since the last date of hiring by the County Transportation & Environmental Services and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

12.02 In the exercising of seniority as provided herein there shall be a seniority list for all regular employees. An up-to-date copy of the list shall be sent to the Union and posted on bulletin boards on June 15th and December 15th of each year.

12.03

(a) A regular employee shall be considered a probationary employee until they have completed nine (9) months continuous employment as a regular employee with the Employer or for one (1) additional month by mutual agreement of the parties. During the probationary period the employee shall have no seniority rights. Both parties recognize that the purpose of probation is for the Employer to ascertain that the employee in question is in fact capable of performing the duties for which they were hired. It is expressly understood by both parties that an employee on probation may be discharged at any time at the sole discretion of the Employer. The discharge of a probationary employee shall not be the subject matter of a grievance and/or arbitration pursuant to this Agreement. Employees will be entitled to health and dental benefits following three (3) months of continuous employment.

(b) On successful completion of the probationary period, an employee shall be placed on regular staff, their name shall be placed on the seniority list and their seniority shall date back to their last date of hire. Employees acquiring seniority on the same date shall be added to the seniority list in alphabetical order based on their surnames and then their first names and future name changes will not change the original seniority date established.

(c) (i) A seasonal/temporary employee hired as a regular employee shall be a new hire for all purposes except seniority under (c) (ii).

(ii) Upon successful completion of the probationary period seniority for a seasonal/temporary employee hired as a regular employee shall date back to their last date of hire.

(d) Temporary, seasonal and part-time employees shall not acquire seniority. A temporary, seasonal or part-time employee may be terminated at the sole discretion of management without recourse to the grievance and/or the arbitration procedure.

12.04 An employee who is affected by a work shortage will be entitled to claim the job of another employee, subject to the following conditions:

(a) that such other job is held by an employee with less seniority;

(b) that such other job is within the same or a lower occupational classification; and

(c) that the employee claiming such other job shall have the skill, ability and suitability to perform it without any training period.

12.05

- (a) Recalls to work after a layoff shall be made in order of seniority provided that employees so recalled have the skill, ability and suitability to perform the work required. No new employees will be hired until those laid off have been given an opportunity of re-employment in accordance with this clause.
- (b) In the event there are temporary work assignments during a layoff the Employer shall offer said work to employees who have the requisite, skill and ability in order of bargaining unit seniority.

12.06 (See Letter of Understanding Vacation Shutdown attached.)

12.07 An employee's seniority shall be lost, and their employment shall be deemed to be terminated for the following reasons:

- (a) Voluntary resignation.
- (b) Retires or is retired.
- (c) Discharge for cause unless such discharge is reversed through the grievance or arbitration procedure.
- (d) Layoff for a period of the lesser of twelve (12) months or the employee's seniority.
- (e) Failure to return to work within five (5) working days after personal notification by telephone or registered mail. The employee must advise the Employer, within two (2) working days of receipt of said notification that they will be returning to work.
- (f) Absence from work for three (3) working days without leave of absence or without a satisfactory explanation for the absence being given.
- (g) Absence from work for the lesser of twenty-four (24) continuous months on Long Term Disability, or the length of the employee's seniority due to accident or illness or becomes totally and permanently disabled.

12.08 It is agreed seniority will not be operated in a manner which will prevent the Employer from maintaining a working force, qualified and able to do the work which the Employer deems necessary.

12.09 The geographical location of the employee's residence and whether or not they are prepared to move their place of residence in order to meet the Employer's requirements concerning their place of residence shall determine the employee's suitability for a job assigned under the provisions of either Article 12 or Article 13. This provision shall not be used to deny either the recall procedure or promotional opportunity to an employee where the degree of inconvenience to the Employer is minimal.

12.10

(a) In the case of a layoff which is expected to be of less than thirteen (13) weeks duration, the Employer shall notify regular employees who are to be laid off, five (5) working days before such layoff is to be effective. If the regular employee laid off has not had the opportunity to work five (5) full days after notice of layoff, they shall be paid in lieu of work for that part of (5) days during which work was not made available.

For the information of the employees generally, a list of regular employees who have received such notice of lay-off will be posted on the bulletin board in each patrol yard.

(b) For the purpose of clarification, any lay-off which occurs between Monday and Friday, shall not be deemed to be a lay-off within the meaning of clause 12.10 (a) above, if the affected employee receives a minimum of 40 hours pay during that Monday to Friday period.

(c) In the case of contemplated layoffs, the Union shall be consulted, and alternatives assessed prior to any layoffs.

(d) Subject to Article 12.09, temporary, seasonal and probationary employees shall be laid off prior to regular employees.

12.11 Bargaining unit employees may accept a temporary non-union position within the employ of the County for up to thirty (30) months or as mutually agreed by the Union and the Employer. It is agreed by both parties that all positions within the bargaining unit that become temporarily vacant will be backfilled as per the process outlined in Article 13, Job Posting. Notwithstanding, any bargaining unit employee who is in a temporary non-union position as of the date of ratification of this agreement. Seniority shall be maintained but shall not accumulate for temporary assignments of bargaining unit employees outside of the Collective Agreement.

ARTICLE 13 - JOB POSTING

13.01 When a vacancy occurs in any regular job which the Employer wishes to fill, or a new full time regular position is created, notice of such vacancy shall be posted for five (5) working days online, and written notice provided to Union Vice-President or designate via corporate email.

13.02 Such notice shall contain the following information: location, nature of position, qualifications, required knowledge and education and skills. Qualifications shall not be established in a discriminatory manner.

13.03 Any regular employee may apply electronically or through the application method listed on the job posting to the Human Resources Department within the limits of time specified in Clause 13.01 above.

13.04 The Employer shall consider the following two (2) factors when determining which applicant is to fill the vacancy:

- (i) Skill, ability and suitability
- (ii) Seniority

Where skill, ability and suitability are relatively equal among two (2) or more applicants, seniority will govern. A regular employee will be given preference over a seasonal, temporary or part-time employee.

13.05 The Employer shall without delay, after notice of vacancy has been posted for five (5) working days, electrically communicate via email either the name and length of service of the successful applicant for such job or if there is no applicant or no successful applicant for such job, communicate such fact to the Union Vice President or designate. The Employer will then be free to choose an employee who did not apply for the job and who is willing to accept such job or to hire an outside employee to fill the vacancy.

13.06

(a) The job posting procedure as set out in Clause 13.01 shall apply only to the filling of the initial vacancy and to the vacancy which may be created by the transfer of a successful applicant to that initial vacancy. Further vacancies created by the job posting procedure shall be filled as may be determined by the Employer, either by internal promotion or transfer, or by hiring a new employee.

(b) Any employee who successfully applies for a lower-rated job, under the provisions of Clause 13.04, shall not be allowed to apply for a second posted job until twelve (12) months have elapsed unless the job is a higher rated job.

13.07 When vacancies occur due to terminations or retirements, the Employer shall make every effort to fill the vacancies within a reasonable time. When the Employer does not intend to fill the vacancy concerned, it shall advise the Union detailing the reasons for its decision within a reasonable time, but no later than two (2) weeks after making such decision.

13.08 In the event the successful applicant, within thirty (30) days worked, of commencing work in the posted position, proves unsatisfactory or requests a return to their former position, they shall be returned to their former position without loss of seniority or privileges. Any other employee who changed classifications as a result of the posting shall return to their former position without loss of seniority or privileges subject to the terms of this agreement.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01

- (a) The normal work week schedule shall be based during the summer period beginning the first full pay period in May and continuing for eleven (11) pay periods. The weekly schedule will be created based on forty (40) hours per week with two shifts; (1) shift A working Monday - Thursday and (1) shift B working Tuesday - Friday each week. See summer work schedule below, which will alternate annually.

Schedules shall be determined in consultation with management and will be posted by February 1 each year.

Year 1

Shift A	Shift B
Monday - Thursday	Tuesday - Friday
Pay Periods 11-15 (5 Weeks)	
Mandatory Shutdown Pay Period 16 (2 Weeks)	
Tuesday - Friday	Monday - Thursday
Pay Periods 17-21 (5 Weeks)	

Year 2

Shift B	Shift A
Monday - Thursday	Tuesday - Friday
Pay Periods 11-15 (5 Weeks)	
Mandatory Shutdown Pay Period 16 (2 Weeks)	
Tuesday - Friday	Monday - Thursday
Pay Periods 17-21 (5 Weeks)	

- (b) Except for employees whose work is referred to in clause 14.03 the normal work week schedule shall be based during the winter period, beginning with pay period 22, on forty (40) hours per week within the Monday to Friday period.
- (c) Nothing in this Clause 14.01 shall be construed to constitute a guarantee as to any specific working hours.
- (d) Seasonal employees may be scheduled up to the hours specified in Article 14.01 (a) and 14.01 (b).

14.02

- (a) Except for employees who are working under a schedule prepared in accordance with Clause 14.03, overtime at the rate of time and one-half an employee's regular hourly rate shall be paid for assigned work:
 - (i) in excess of forty-four (44) hours in one (1) week during the summer and
 - (ii) in excess of forty-four (44) hours in one (1) week during the winter and

also

(iii) on a Saturday and on a Sunday.

(b) For the purpose of overtime calculation under this Clause, the "week" commences at 12:01 A.M. Monday. An employee may choose to receive time off in lieu of overtime at the appropriate overtime rate at a time mutually agreed between the Foreperson and the employee. Lieu time will be restricted to a maximum of one hundred twenty (120) hours per year (ends last pay payable). Lieu time carried over into the next calendar year will be included within the one hundred twenty (120) hours per year restriction of the next calendar year. Any lieu time accumulated beyond one hundred twenty (120) hours will be paid out in each corresponding pay period.

14.03

(a) For employees who are assigned to perform "Patrolperson" duties during the winter months, the normal work week during such period, i.e. November 1 to April 30 inclusive, shall be eighty (80) hours over a variable fourteen (14) day schedule, however, each employee assigned to "Patrolperson" duties in winter shall be scheduled off every second weekend.

(b) Employees who are assigned to "Patrolperson" duties shall be paid the wage rate in accordance with Schedule A from May 1 to Oct 31.

(c) Authorized overtime for " Patrolperson " shall be paid at the rate of time and one half of the Patrolperson's regular hourly rate for hours worked in excess of forty-four (44) hours during the normal work week.

(d) The "draft" schedule provided for in subclause (a) above shall be prepared by the Employer and posted for the information of affected employees prior to October 15th of each year.

(e) Shift Changes

Employees who request a change of shift shall be required to make such request at least two (2) weeks in advance, in writing, and the Corporation shall consider the request for a change of shift on an individual basis. A shift exchange will be mutually agreed upon by the two employees and the Corporation with a limit of number of exchanges at 1x per shift and within one (1) pay period. Employees may request special consideration on a case-by-case basis in a written format for Foreperson / Supervisor's review. It is understood that all shifts exchanged will not result in additional overtime.

14.04 An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work with a minimum of four (4) hours pay in any one day. It is understood that this will not apply to a premium/overtime day.

14.05 An employee who has worked their scheduled shift and who is called in for work after they have left work for the day and before their normal starting time on the next regular working day shall be paid a lump sum payment of thirty-two dollars (\$32.00) in addition to their earned rate. This lump sum payment does not apply when the starting time of a regular shift is moved ahead to 12:01 A.M. or any time in between, nor shall it apply when on standby.

14.06

- (a) Any overtime worked will be performed by those employees who are able and willing to do so, however if there are an insufficient number of persons willing to perform the required work, the Employer may assign such overtime work to qualified employees in inverse order of seniority.
- (b) The distribution of overtime shall be jointly monitored between the parties on an ongoing basis.

14.07 Employees shall be permitted a fifteen (15) minute rest period in both the first half and the second half of their shift.

14.08 Provided the shift is at least five (5) hours in length, employees shall observe a half (1/2) hour unpaid lunch break. Such break will not be utilized for early shift departure.

14.09

(a) Employees identified on the Truck Driver or Mechanic schedules, when scheduled to be on weekend stand-by or Statutory Holiday stand-by for winter maintenance operations, shall receive a shift stand-by allowance of thirty dollars (\$30.00) per shift. The Mechanic on stand-by on a weeknight, shall receive a shift stand-by allowance per shift. There shall be no weekday shift standby allowance for Truck Drivers unless approved.

A stand-by weekend shift is identified as Saturday at 12:01 AM to 3:00 PM and 3:01 PM to 12:00 AM (midnight), and Sunday at 12:01 AM to 3:00 PM and 3:01 PM to 12:00 AM (midnight).

A Statutory Holiday stand-by shift as identified in 16.01(a)(i) shall be from 12:01 AM to 3:00 PM and 3:01 PM to 12:00 AM (midnight).

A stand-by weeknight shift is identified as the end of the regular shift in the afternoon to the beginning of the shift the following morning.

The initiation and termination of the Truck Driver and Mechanic schedules for winter maintenance operations shall be at the discretion of Management.

(b) Employees identified as Truck Driver or Patroller, while not on the winter maintenance schedules and scheduled to be on stand-by on a non-scheduled weekday, weekday evening, weekend or statutory holiday stand-by shall receive a shift stand-by allowance of thirty dollars (\$30.00) per shift.

A stand-by non-scheduled weekday shift is identified as the regular scheduled weekday workday timeframe that does not have scheduled staff coverage.

A stand-by weeknight shift is identified as the end of the regular scheduled weekday shift in the afternoon to the beginning of the shift the following morning.

A stand-by weekend shift is identified as one of the following five (5) timeframes. End of the regular shift in the afternoon on Friday to Saturday at 6:59 AM, Saturday at 7:00 AM to 6:59 PM, Saturday at 7:00 PM to Sunday at 6:59 AM, Sunday at 7:00 AM to 6:59 PM and Sunday at 7:00 PM to the beginning of the regular shift Monday morning.

A Statutory Holiday stand-by shift as identified in 16.01 (a) (i) shall be from 7:00 AM to 6:59 PM and 7:00 PM to the beginning of the regular shift on the following day.

The above schedule will commence upon termination of the Truck Driver and Mechanic Schedule.

ARTICLE 15 - PAY GUARANTEE

15.01 Regular employees who report for work each scheduled workday shall be guaranteed minimum earnings equal to forty (40) hours at the employee's regular hourly rate for each normal work week.

ARTICLE 16 - HOLIDAYS

16.01

(a) A regular employee and a probationary employee shall receive the following holidays with pay subject to the provisions set out herein:

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

(b) A temporary, seasonal or part-time employee shall receive holidays in accordance with the Employment Standards Act.

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

If the statutory holiday falls on the employee's scheduled day off, the statutory holiday hours will be placed into the employee's statutory holiday bank for the employee to observe as time off at an alternate time that is agreeable to the employer and employee.

16.03 In order to qualify for holiday pay the employee must work the full scheduled shift immediately preceding and the full scheduled shift immediately following the holiday concerned except in the case of certifiable illness and in such cases a certificate from a qualified medical practitioner will be supplied on request.

16.04 No employee who is off work due to suspension, leave of absence, layoff or Workplace Safety and Insurance Board (WSIB) shall be entitled to pay for any paid holiday occurring within such period

16.05

(a) Any employee required to work on a holiday will be paid at the rate of time and one-half (1-1/2) their regular straight time rate of pay for all authorized work performed on such a day in addition to whatever holiday pay to which they may be entitled.

(b) In the event a Patrolperson is required to work on a paid holiday they shall be paid the public holiday pay plus premium pay at a rate of time and one-half (1-1/2) for all authorized hours worked on the public holiday. The employee will not receive another substitute holiday.

(c) Lieu time accumulated through (b) and (c) above, will be included in the total lieu time accumulated as outlined in Article 14.02 (b).

16.06 If any of the above holidays fall on a Saturday or Sunday, the Employer shall establish the Monday and/or Tuesday subsequent to the holiday as the day to be observed as the holiday.

16.07 If a paid holiday falls or is observed during an employee's vacation period, the employee will be credited with one (1) days' vacation to replace the holiday, to be used at a time mutually satisfactory to the Employer and the employee.

ARTICLE 17 - VACATION PLAN

17.01 An employee(s) may carry over two (2) weeks of their vacation into the succeeding year. Such application shall not unreasonably be denied.

17.02 Vacations with pay for permanent full-time employees shall be granted on the basis of length of continuous service as a permanent full-time employee of the Employer as of January 1st of each year as follows:

<u>Continuous Service as of January 1st</u>	<u>Vacation Entitlement</u>
i) Less than 7 years.....	120 hours
ii) 7 years but less than 14 years	160 hours
iii) 14 years but less than 20 years	200 hours
iv) 20 years or more	240 hours

17.03 Vacation pay shall be computed on the basis of the regular straight time hours that the employee would otherwise have worked if they had been at work during that week, at their regular straight time rate of pay.

17.04 Subject to Article 17.01, employees will receive their allotted vacation entitlement annually on January 1, which must be used prior December 31.

17.05 A regular employee who leaves their employment during the year shall not be entitled to full vacation entitlement as outlined in 17.02 but shall be entitled to vacation credit proportional to the time employed. Employees who have received vacation entitlement exceeding the proportional calculation will have the overpayment recovered by the Corporation from the employee's final pay.

17.06 If a regular employee is absent for any reason except vacation, sickness of up to fifteen (15) weeks or paid holidays, for more than fifteen (15) working days during the twelve (12) month period prior to the end of the calendar vacation year, vacation pay shall not exceed 2% for each 5 working days per year of vacation eligibility.

17.07 Part-time, temporary and seasonal employees shall receive vacation pay in accordance with the Employment Standards Act.

ARTICLE 18 - LEAVE OF ABSENCE WITHOUT PAY

18.01 The Employer may, at its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons.

18.02 The Employer will grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing such leave of absence does not interfere with the continuance of efficient operations by the Employer. It is understood that the maximum total of all leave for the total bargaining unit granted under this section shall not exceed twenty (20) working days in any calendar year and requests for such leave of absence

shall be made in writing, at least two (2) weeks in advance. At no time shall more than two (2) employees be granted such leave of absence at the same time.

ARTICLE 19 - LEAVE OF ABSENCE WITH PAY

19.01 An employee will be granted leave of absence, without loss of pay, in order to make the necessary arrangements for and to attend the funeral of members of their family for up to the maximum number of days set forth in the following schedule:

- (a) Four (4) working days in the event of death of a husband, wife or common-law spouse as defined under the *Family Law Act, R.S.O. 1990*, father, mother, mother-in-law, father-in-law, son, daughter, brother, sister, grandparents, grandchild, brother-in-law, sister-in-law, which time may include one (1) day after the day of funeral.
- (b) The Employer may grant a request by an employee for an additional leave of absence without pay and without loss of seniority for bereavement. Such request shall not be unreasonably withheld.
- (c) When an employee cannot attend the funeral of those specified in Article 19.01 (a) because of geographical distance, they shall receive one (1) day paid leave of absence.
- (d) A one (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer.

Payment will be made for only that portion of the allotted time which falls within the employee's regular scheduled work week.

19.02 If a regular employee is required to serve as a juror in any court of law or as a witness, except as a witness on their own behalf, they shall not lose any pay because of such attendance provided that the amount paid to them for such service or attendance is promptly repaid by them to the Employer. The employee shall present proof of service of attendance and shall notify the Employer immediately upon their notification that they will be required to attend court as a juror. Divorce and estate proceedings are excepted from this clause.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Wages shall be paid by direct deposit bi-weekly. The Employer may not make deductions from wages unless authorized by Statute, Court Order, Arbitration Award, this Agreement or the employee. The employer will provide at least six (6) months' notice to Union Vice-President or delegate and members prior to any change in pay date.

- 20.02 When an employee is temporarily transferred to another job classification they shall continue at their regular hourly rate unless such assignment is to a higher paid job. In that case they shall be paid at the higher rate effective the commencement of the transfer. The provisions of this clause, however, shall not apply if the transfer is made under Article 12 - Seniority.
- 20.03 An employee who is required to provide and drive their automobile on County business will be paid at the prevailing rate paid by the Canada Revenue Agency (CRA). Each employee shall provide, at their own expense, daily round-trip transportation between their home and their patrol garage, or between their home and their assigned workaday, whichever distance is less.
- 20.04 An employee assigned to work outside their own area shall be paid for the time taken to travel to the work site and return each day.
- 20.05 During the winter months regular employees will be excused from call-in at least one (1) weekend in every six (6). An employee may request to exchange a weekend off with another employee providing it is agreeable to the Employer.
- 20.06
- (a) The Employer shall make available current publications on air brakes, driver's handbooks, and Class A literature manuals. The preceding will be made available in each County shop.
 - (b) An employee who is required to maintain a DZ or AZ licence shall be reimbursed an amount of up to two hundred dollars (\$200.00) towards the cost of a medical required for the renewal of the DZ or AZ licence. An employee must provide to the Employer a receipt for such medical charges.
 - (c) An employee who is required to maintain a DZ or AZ license shall be reimbursed an amount of up to one hundred-fifty dollars (\$150.00) towards the cost of the renewal. An employee must provide to the Employer a receipt for such license expense.
- 20.07 Management reserves the right, on an as needed basis, to select up to two regular employees to be responsible for the northerly two patrols and up to two regular employees to be responsible for the southerly two patrols during periods of vacation shut down. Employees will be selected based on qualifications and ability. Employees who meet the qualifications and ability will be offered to work based on seniority. Each selected employee will be responsible for all normal duties during regular hours and all after hour calls.

Employees selected for the above duties will be compensated at the Sub-Foreperson regular hourly rate as outlined in Schedule "A" of this agreement.

ARTICLE 21 - HEALTH AND WELFARE

21.01 The Employer agrees to maintain the following existing benefit plans at their current level and shall pay on behalf of all eligible permanent full time regular employees, the full premium costs of the following insurance subject to the terms, conditions and regulations of the policy or plan:

- i. Comprehensive medical plan, including a prescription drug plan and prescription eyewear plan
- ii. Dental plan
- iii. Life Insurance and AD&D
- iv. Sick Leave
- v. Long-Term Salary Continuance
- vi. Travel
- vii. Employee Assistance Plan

21.02 Employees who qualify for and receive benefits under the provisions of Long-Term Disability will have Extended Health Care benefits continued for a period of twenty-four (24) months from the initial date of illness or injury. The Corporation will pay 100% of the premium for the twenty-four (24) month period.

21.03 The Employer shall provide:

- (a) A dental plan, the premiums of which shall be shared as follows:
80% Employer paid.
20% employee paid.

Orthodontics will be provided for all insured, including dependents 6-18 years of age, at 50% reimbursement, with a lifetime maximum of two thousand dollars (\$2,000).

- (b) A prescription eyewear plan at \$450.00 effective January 2021, every two (2) years and eye examination at one hundred and twenty (\$120.00) dollars every 24 months.
- (c) A comprehensive extended health care plan, including a drug prescription plan. Coverage will be through a direct drug plan using a card system.
- (d) Chiropractic per visit of \$50.00 reimbursement, up to maximum of \$400.00 per calendar year.
- (e) Massage therapy per visit of \$50.00 reimbursement, up to a maximum of \$400.00 per calendar year.

21.04

- (a) Each regular employee, as a condition of employment shall become a member of Bruce County Group No. 074000 Pension Plan with the Ontario Municipal Employee's Retirement Board. The Employer shall deduct on each pay period from the wages of each member of the Plan, the amount shown in the table of contributions prescribed from time to time by OMERS.
- (b) The Employer will remit this deduction to OMERS together with an equal amount provided by the Employer.
- (c) The Employer agrees to continue the present Canada Pension Plan with the Employer contributing an amount equal to the contribution made by the employee.

21.05 The Employer shall pay on behalf of all eligible permanent full time regular employees the full premium costs of the County of Bruce Group Life Insurance Plan. The plan detail is as follows:

- (a) All regular employees, as a condition of employment, must join after serving a period of nine (9) months;
- (b) Each employee is insured for Life Insurance with Double Indemnity in case of Accidental Death and benefits for Dismemberment as follows:

Under Age 65 - two (2) times annual salary

- (c) Each employee with dependents may elect a dependent Insurance coverage. The term "Dependent" shall mean:
 - (i) An insured employee's husband, wife or common-law spouse as defined under the *Family Law Act, R.S.O. 1990*.
 - (ii) The unmarried children of an insured employee:
 - Over fourteen (14) days and under twenty-one (21) years of age,
 - Under twenty-five (25) years of age who are in full-time attendance at school or university and who are dependent for support by the employee.
- The amount of Dependent's Insurance is:
On death of Dependent c(i) - \$2,000.00
On death of Dependent Child - \$1,000.00

21.06 When regular employees are on a continuous lay-off for a period in excess of thirteen (13) weeks the Employer shall not be liable to pay welfare and health premiums for comprehensive Medical Plan, Life Insurance or Long-Term Disability Plan

21.07 Part-time, temporary and seasonal employees shall not be eligible for any benefits under this Article 21.

21.08 All benefits will cease when an active employee reaches age 65.

21.09 Early Retirees

Employees who retire early from the Corporation and have twenty-five (25) years of continuous service, are between the ages of 55 and 65, or meet the eligibility criteria of OMERS (i.e. the 90 Factor) shall be eligible for the following coverage and the employee will pay 50% of the premium cost.

- Extended Health Care (excluding Dental)
- Employee Life Insurance @ one (1) times annual salary, frozen at date of retirement
- Dependent Life Insurance

Semi-private coverage will be available, and the employee will pay 100% of the premium cost. All benefits will cease when the retired employee reaches age 65.

ARTICLE 22 - SICK LEAVE PLAN

22.01 The Employer shall pay on behalf of all eligible permanent full-time regular employees who regularly work at least thirty (30) hours per week and who have completed three (3) months continuous service, as a permanent full time regular employee the full premium costs of the following short term disability insurance.

(a) Each full-time employee who has completed three (3) months of continuous service as a permanent full-time employee shall be entitled to one (1) week of sick leave at one hundred percent (100%) of salary and fourteen (14) weeks at sixty (60%) salary.

(b) In each succeeding year, a permanent, full-time, regular employee shall be granted an additional week of sick leave at 100% of salary up to a maximum of ten (10) weeks and remaining five (5) weeks at 60%. A year shall commence as per the calendar year, January 1st annually.

(c) For the purpose of Article 22.01, one week of sick leave will be determined based on forty (40) hours per week.

22.02 For the purpose of this Article a day's earnings shall be calculated based on the employee's scheduled hours of work at the time of illness, i.e., eight (8) hours or ten (10) hours.

22.03 Unused portions of sick leave from the previous year's entitlement shall not accumulate from year to year under any circumstances.

22.04 An employee who is unable to report to work because of illness or injury shall notify their immediate supervisor as soon as possible prior to the commencement of their scheduled shift and shall advise their supervisor of their expected date of return to work.

22.05

- (a) Each claim of sick leave for both full-time, part-time, temporary and seasonal employees shall be supported by a certificate of a qualified medical practitioner provided, however, that such certificate shall not be required by the Employer if the period of such absence is not more than three (3) days. An Employee will be required to provide a certificate of a qualified medical practitioner in support of a claim for sick pay after three (3) days or more following the fourth (4th) occurrence. A request for certificate through the 3rd party medical consultant may also be made by the Director of Transportation and Environmental Services or designated providing the employee was previously notified that such a certificate would be required.
- (b) The employee shall submit such periodic reports on their condition as the Corporation may require. The Corporation at its' discretion has the right to have an employee examined by a qualified medical practitioner mutually acceptable to the Corporation and the employee.

22.06 Absence due to illness or injury, compensable by the Workplace Safety and Insurance Board (WSIB), shall not be charged against sick leave credits or entitlements.

22.07 No employee shall be entitled to the benefits of this sick leave plan where they qualify for and satisfy the elimination period for the long-term salary continuance insurance plan.

22.08 Part-time, temporary and seasonal employees shall not be eligible for any benefits under this Article 22.

22.09 An employee who is absent for less than a full working day due to an accident or illness, not covered by Workplace Safety and Insurance Board (WSIB), shall only have deducted from their sick leave an amount equal to the time taken off for the above-mentioned reasons.

ARTICLE 23 - LONG TERM SALARY CONTINUANCE INSURANCE

23.01 The Employer shall pay on behalf of all eligible permanent full time regular employees who have completed nine (9) months of continuous service and who are employed for a minimum of thirty (30) hours per week, the full premium costs of long-term salary continuance insurance subject to the terms, conditions and regulations of the policy or plan. Each eligible employee shall be covered for any accident or sickness which causes total disability, except in the case of:

- (i) Suicide, self-destruction or any attempt thereat,
- (ii) Declared or undeclared acts of war,
- (iii) Service in the armed forces of any Country
- (iv) Flying - except as a passenger in an aircraft for which a certificate of airworthiness has been issued.

- 23.02 This policy provides to qualified employees a monthly income equal to sixty-six and two thirds percent (66 2/3%) of normal monthly earnings in effect immediately prior to disability.
- 23.03 In no event will benefits exceed \$5,000.00 per month.
- 23.04 Benefits begin on the one hundred and fifth (105th) day after total disability commences and are payable to age 65 or recovery, whichever occurs first.
- 23.05 Any benefits which are payable under this policy will be reduced by the amount which the employee receives from the following sources: Workplace Safety and Insurance Board (WSIB) or similar legislation; any Federal, Provincial, or Municipal Government Plan; any Group Insurance, Retirement or Pension Plan, in force with the County.
- 23.06 Long-term insurance benefits shall be payable only upon the following conditions:
- (a) An employee during the first two (2) years that benefits are paid must be wholly and continuously disabled as a result of sickness or accident and be prevented from performing each and every duty pertaining to their occupation.
 - (b) An employee must not engage in any other occupation or employment for wage or profit.
 - (c) An employee must be under the regular care and attendance of a legally qualified physician or surgeon.
 - (d) An employee does not have to be confined to the house or hospital to collect benefits.
- 23.07 The employee may be given rehabilitation training designed to accommodate the ability of the individual and based on availability of employment and would result from consultations with the claimant and their attending physician. Should rehabilitation efforts not prove successful, the claimant would continue to receive full benefits.
- 23.08 Part-time, temporary and seasonal employees shall not be eligible for any benefits under this Article 23.

ARTICLE 24 - CLOTHING ALLOWANCE

- 24.01 The following items of clothing will be supplied to employees, at the Employer's discretion:
Safety hat, safety goggles, safety vest, raincoat or rainsuit, rubber boots, protective apron, work gloves, coveralls and safety T-shirts.

24.02 The Employer will contribute up to three hundred and fifty dollars (\$350.00) towards the purchase of CSA approved safety boots. An employee must provide to the Employer a receipt(s) of such expense.

24.03 The Employer will contribute up to four hundred dollars (\$400.00) towards the purchase of Mechanic, Welder and Fabricator Tools once a year. An employee must provide to the Employer a receipt(s) for such expense.

ARTICLE 25 - NOTICE OF TERMINATION OF EMPLOYMENT

25.01 An employee wishing to terminate shall give a minimum of two (2) weeks' notice in writing to their Supervisor.

25.02 By failing to give notice as above, an employee shall forfeit any outstanding payments that the Employer would be obliged to make under this Agreement towards the employee's Medical and Insurance Premiums.

ARTICLE 26 - HEALTH & SAFETY

26.01 The Corporation, Union and employees agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness, and shall abide by the Occupational Health & Safety Act.

The parties agree to form either a Health and Safety Advisory Group or Joint Health and Safety Committee, whichever is applicable.

ARTICLE 27 - STRIKE/LOCKOUTS

27.01 The Employer agrees that during the term of this Agreement there will be no lockout.

27.02 The Union agrees that during the term of this Agreement there will be no strikes.

27.03 The terms "strike" and "lockout" shall bear the meaning given them in the Ontario Labour Relations Act.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 The Agreement shall be in effect from January 1, 2024, until December 31, 2026, and shall remain in effect from year to year thereafter unless either party gives to the other written notice of termination or desire to amend this Agreement.


28.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

28.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice if requested to do so, or at such other time as may be mutually agreed.


SIGNED AT _____, ONTARIO this _____ day of _____, 2025.

**THE CORPORATION OF THE
COUNTY OF BRUCE**


**CUPE
LOCAL 255.13 (Highways)**




Sean Morphy




Scott Blackhall




Adam Stanley




Andrew Yule




Bill Hayes



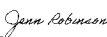
Jeremiah Kraft




Kerri Meier



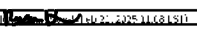
Jason Lehmann



Jen Robinson



Darrol Boyd



Ryan Hammond

SCHEDULE A - WAGE RATES

Classification	Flat Rate Increase (Jan 01, 2024 only)	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Head Mechanic	\$0.20	\$41.21	\$42.45	\$43.72
Heavy Equipment Mechanic	\$0.20	\$38.15	\$39.29	\$40.47
Apprentice Mechanic	\$0.20	\$27.55	\$28.38	\$29.23
Grader Operator	\$0.20	\$31.45	\$32.39	\$33.36
Sign Technician Labour	\$0.20	\$31.45	\$32.39	\$33.36
Sub Foreperson	\$0.20	\$32.96	\$33.95	\$34.97
Labourer	\$0.20	\$29.32	\$30.20	\$31.11
Labour Truck Driver	\$0.85	\$29.99	\$30.89	\$31.82
Labour Patroller (November 1 to April 30)	\$0.20	\$30.76	\$31.68	\$32.63
Welder	\$0.20	\$31.92	\$32.88	\$33.87
Grade Inspector (May 1 to October 31)	\$0.20	\$30.76	\$31.68	\$32.63
Materials Inspector (May 1 to October 31)	\$0.20	\$32.80	\$33.78	\$34.79
Gradall Operator (May 1 to October 31)	\$0.20	\$31.45	\$32.39	\$33.36
Spray Patch Operator (May 1 to October 31)	\$0.20	\$31.45	\$32.39	\$33.36
Seasonal Patroller	\$0.00	\$29.03	\$29.90	\$30.80
Seasonal Truck Driver	\$0.00	\$27.67	\$28.50	\$29.36

The Employer will designate two employees as Grader Operator and two backups, one employee as Spray Patch Operator and one employee as Gradall Operator. Temporary Operators will be paid the rate only when operating the corresponding equipment.

The current Grader Operator will continue to receive Grader Operator rate year-round until they vacate the position.

Grader Inspector: The Employer will designate one employee as Grade Inspector. Management reserves the right to eliminate the classification upon vacancy.

Welder
The Employer will designate one employee as a Welder. Management reserves the right to eliminate the classification upon vacancy. Welding activities shall be assigned by management/supervisor.

APPRENTICESHIP PROGRAM FOR MOTOR VEHICLE MECHANIC

In the event the Employer enrolls an employee in an apprenticeship program for motor vehicle mechanics, the employee must satisfy the conditions as outlined in the Apprenticeship and Tradesmen's Qualification Act, as amended from time to time. In the event an apprentice fails to progress to the next period in the program, the Employer has the right to terminate the employee. The termination of an apprentice, in these circumstances, shall not become the subject of a grievance or arbitration pursuant to this Agreement.

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF BRUCE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 255.13

RE: VACATION SHUTDOWN

It is agreed and understood between the parties that during a vacation shutdown a regular employee shall be given the option of working, if work is available, or taking the vacation shutdown. All employees on vacation shutdown will first use their available vacation entitlement. If vacation entitlement has been used, employees will use accumulated lieu time during this period. Employees with no vacation entitlement, or available lieu time, may choose to take an unpaid leave of absence during this time.

If the need arises that additional employees are required for work during this period, those employees on vacation or layoff shall be recalled if qualified to do the work required, in order of seniority, first within the Patrol Yard location where the work is required. If no one is available, within the Patrol Yard location who is qualified to do the required work, then the Employer shall be free to utilize whatever methods may be available in order to get the work done.

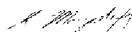
This Letter of Understanding shall be appended to and be deemed part of the Collective Agreement and shall be subject to the grievance and arbitration procedure, as necessary.

Further, this letter shall remain in effect until December 31, 2026.

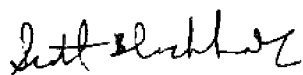
Dated at _____, Ontario this _____ day of _____, 2025.

**THE CORPORATION OF THE
COUNTY OF BRUCE**


**CUPE
LOCAL 255.13 (Highways)**




Sean Morphy




Scott Blackhall




Adam Stanley




Andrew Yule




Bill Hayes




Jeremiah Kraft




Kerri Meier



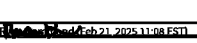
Jason Lehmann



Jen Robinson



Darrol Boyd



Ryan Hammond

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF BRUCE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 255.13

RE: SICK LEAVE PLAN

Re: Article 22.06 (a)

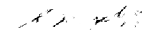
The Employer agrees that requests of required medical information will be applied in a fair and consistent manner in order to assist in the Employees' medical recovery and the Employer's ability to manage the Sick Leave Plan.

Further, this letter shall remain in effect until December 31, 2026.


Dated at _____, Ontario this _____ day of _____, 2025.

**THE CORPORATION OF THE
COUNTY OF BRUCE**


**CUPE
LOCAL 255.13 (Highways)**




Sean Morphy



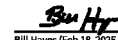
Scott Blackhall




Adam Stanley



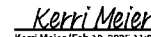
Andrew Yule




Bill Hayes



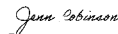
Jeremiah Kraft




Kerri Meier



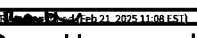
Jason Lehmann



Jen Robinson



Darrol Boyd



Ryan Hammond

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF BRUCE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 255.13

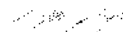
RE: BENEFITS - Manulife Policy No: 0117950

The parties agree to identify the current benefit policy number in a Letter of Understanding (LOU) that states that in the event the Employer elects to change Insurance Carriers, the letter will be updated identifying the most current Carrier and master benefit number. The LOU shall be in accordance with Article 21 of the Collective Agreement. Benefit Coverage shall not be reduced as a result of change in Carrier.


SIGNED AT _____, ONTARIO this _____ day of _____, 2025.

**THE CORPORATION OF THE
COUNTY OF BRUCE**

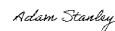
**CUPE
LOCAL 255.13 (Highways)**




Sean Morphy




Scott Blackhall




Adam Stanley




Andrew Yule




Bill Hayes




Jeremiah Kraft




Kerri Meier



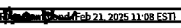
Jason Lehmann



Jen Robinson



Darrol Boyd



Ryan Hammond

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF BRUCE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 255.13

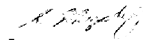
RE: MERGER AND AMALGAMATION

In the event that the Employer should merge, amalgamate, or combine any of its operations or functions with any other Municipality or organization, the Employer shall provide as much notice as possible to the Union and affected employees.

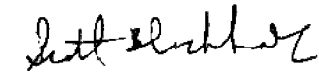
SIGNED AT _____, ONTARIO this _____ day of _____, 2025.

**THE CORPORATION OF THE
COUNTY OF BRUCE**

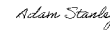
**CUPE
LOCAL 255.13 (Highways)**




Sean Morphy




Scott Blackhall




Adam Stanley




Andrew Yule (Feb 24, 2025 16:45 EST)




Bill Hayes




Jeremiah Kraft



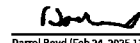
Kerri Meier (Feb 18, 2025 11:01 EST)



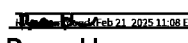
Jason Lehmann (Feb 24, 2025 08:57 EST)



Jen Robinson



Darrol Boyd (Feb 24, 2025 11:27 PST)



Ryan Hammond (Feb 21, 2025 11:08 EST)

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF BRUCE

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 255.13

RE: TRAINING

Upon approval of a formal in-house training program by the Corporation, a regular employee who delivers specific in-house training to fellow employees shall be compensated an additional \$1.00/hour while delivering training.


Training will be limited to specific equipment through an approved training program with scheduled timeframes and will require approval by the Foreperson or Operations Manager. There shall be no additional compensation for Subforperson unless approved.

Specific in-house training is related to the following equipment and activities only: gradall, grader, tractor and mower, spray patcher.


SIGNED AT _____, ONTARIO this _____ day of _____, 2025.

**THE CORPORATION OF THE
COUNTY OF BRUCE**

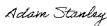
**CUPE
LOCAL 255.13 (Highways)**




Sean Morphy




Scott Blackhall




Adam Stanley



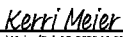
Andrew Yule




Bill Hayes




Jeremiah Kraft



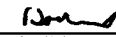
Kerri Meier



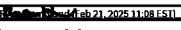
Jason Lehmann



Jen Robinson



Darrol Boyd



Ryan Hammond