

COLLECTIVE AGREEMENT

BETWEEN



CORPORATION OF THE COUNTY OF MIDDLESEX
(hereinafter referred to as the "Employer")

AND



CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2018
(hereinafter referred to as the "Union")

July 1, 2025 - June 30, 2028

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION AND SCOPE	4
ARTICLE 2 – UNION SECURITY AND CHECK-OFF	4
ARTICLE 3 – MANAGEMENT RIGHTS	5
ARTICLE 4 – UNION FUNCTION.....	6
ARTICLE 5 – UNION/MANAGEMENT RESPONSIBILITIES.....	6
ARTICLE 6 – UNION REPRESENTATION	7
ARTICLE 7 – SENIORITY	8
ARTICLE 8 – STAFF CHANGES, ADDITIONS AND PROMOTIONS	10
ARTICLE 9 – REMUNERATION AND PREMIUMS.....	11
ARTICLE 10 – HOURS OF WORK, OVERTIME, CALL OUT, MEAL ALLOWANCE, STANDBY SHIFT.....	12
ARTICLE 11 – HOLIDAYS.....	14
ARTICLE 12 – VACATIONS	14
ARTICLE 13 – EMPLOYEE BENEFITS AND WELLNESS	16
ARTICLE 14 – GRIEVANCE PROCEDURE.....	18
ARTICLE 15 – ARBITRATION.....	20
ARTICLE 16 – DISCHARGE AND DISCIPLINE CASES.....	21
ARTICLE 17 – MILEAGE ALLOWANCE	21
ARTICLE 18 – UNION LEAVE.....	21
ARTICLE 19 – LEAVE OF ABSENCE	22
ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE	22
ARTICLE 21 – CLOTHING AND TOOL ALLOWANCE	25
ARTICLE 22 – BEREAVEMENT LEAVE	26
ARTICLE 23 – TIME OFF FOR ELECTIONS	26
ARTICLE 24 – TEMPORARY EMPLOYEES.....	27
ARTICLE 25 – LAYOFF AND RECALL	28
ARTICLE 26 – NO STRIKES OR LOCK-OUTS.....	28
ARTICLE 27 – PROTECTION OF EMPLOYEES’ POSITION	29
ARTICLE 28 – WSIB, RETURN TO WORK AND ACCOMMODATION	30
ARTICLE 29 – GENERAL.....	30
ARTICLE 30 – TERM OF AGREEMENT	31

SCHEDULE "A".....32
LETTER OF UNDERSTANDING #133
RE: Seniority, Lateral Transfers & Winter Shift.....33
LETTER OF UNDERSTANDING #235
RE: Time Off35
LETTER OF UNDERSTANDING #336
RE: Temporary Assignments – Expression of Interest (EOI) Process.....36
LETTER OF UNDERSTANDING #438
RE: Winter Reset Days for Winter Snowplow Operations38
LETTER OF UNDERSTANDING #540
RE: Loss or Suspension of Driver's Licence40

WHEREAS in the interest of the efficient conduct and administration of the County's affairs, it is desirable and necessary to obtain harmonious relations between the County Council, the Heads of the Department and County employees; fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service; security of tenure of office and promotion within the service.

THIS AGREEMENT is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Corporation and its employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the Corporation and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

NOW THEREFORE, to effectuate the foregoing, the Parties hereby covenant and agree as follows:

ARTICLE 1 – RECOGNITION AND SCOPE

- 1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all employees of the Corporation of the County of Middlesex in its Road Department, save and except foremen, persons above the ranks of foreman, office and technical staff and students employed during the school vacation period.
- 1.02 Whenever the singular or masculine is used in this Agreement it shall be construed as if the plural or feminine has been used, where the context so requires.

ARTICLE 2 – UNION SECURITY AND CHECK-OFF

- 2.01 Once each month so long as this Agreement continues to operate, the Corporation shall deduct from the remuneration of each employee who is covered by this Agreement and to whom any remuneration is due in that month, an amount equal to the employee's regular monthly Union dues or part thereof. The Union shall notify the Treasurer of the Corporation in writing of the amount of such dues or such part thereof from time to time.
- 2.02 All sums deducted pursuant to this Article shall be remitted by the Corporation to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 15th day of the following month together with a list of names of all employees from whose remuneration Union dues were so deducted. The Corporation shall notify the Union once each month of all terminations of employment and of all newly hired employees.

- 2.03 The Union shall indemnify and save the Corporation harmless from and against all claims and demands brought or made against the Corporation by an employee as a result of the deduction and remittance by the Corporation to the Union of dues pursuant to this Article; provided that this section does not apply to a request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues.
- 2.04 The Corporation shall inform each new employee of the provisions of this Article. On commencing employment, the Department Head or their nominee shall introduce the new employee to their Steward.
- 2.05 Quarterly, and when requested, a list of all employees in the bargaining unit shall be provided to the Union. The list, provided electronically, shall include each person's name, seniority date, classification, Union dues being paid, bi-weekly earnings, hours paid at their base rate of pay, their home mailing address, primary telephone number, and their primary email account.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes the rights conferred upon the Corporation by Statute and the rights of the Corporation to hire, promote, demote, transfer, suspend or otherwise discipline and discharge an employee for proper cause; provided that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provision of Article 14 of this Agreement.
- 3.02 The Union further recognizes the undisputed right of the Corporation to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of its plants or places of employment, the methods, processes and means of performing the various works are solely and exclusively the right and responsibility of the Corporation. The Corporation also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and regulations observed by the employee, which rules and regulations shall not be contrary to the provisions of this Agreement.
- 3.03 The Corporation recognizes the foregoing Articles 3.01 and 3.02 are subject to such provisions, regulations and/or restrictions governing the exercise of these rights as are provided in this Agreement and are subject to the right of the Union and/or employee concerned to lodge a grievance in the manner and to the extent herein provided.
- 3.04 The Corporation agrees that it shall act in a manner consistent with the provisions of this Agreement and shall not act in an arbitrary, discriminatory, unfair, or unreasonable manner.

ARTICLE 4 – UNION FUNCTION

- 4.01 All persons who may hereafter become employees covered by this Agreement shall become members and shall maintain such membership all as a condition of continuing employment.
- 4.02 Where required to maintain employment, members of CUPE Local 2018 may temporarily be assigned to positions within CUPE Local 101, within the Roads Department, without loss of benefits or wages currently being received. If the position is a higher paid position the employee temporarily assigned shall earn the higher rate of pay. The employee continues to be covered by the CUPE Local 2018 Collective Agreement. No member of CUPE Local 101 shall be displaced or laid off or suffer a reduction of regular hours as a result of such assignment.
- 4.03 Where required to maintain employment, members of CUPE Local 101 who work for the Roads Department, may temporarily be assigned to positions within CUPE Local 2018, without loss of benefits or wages currently received. If the higher paid position, the temporarily assigned shall earn the higher rate of pay. This assignment shall not cause a lay-off or reduction of regular hours with the Local 2018 bargaining unit. The Local 101 employees working temporarily in a Local 2018 position shall be covered by the 2018 provision regarding hours of work and for all other purposes the employee continues to be covered by the CUPE Local 101 Collective Agreement.

ARTICLE 5 – UNION/MANAGEMENT RESPONSIBILITIES

- 5.01 All employees agree to give their best efforts at all times to the performance of their work and shall not in any circumstances deliberately delay, shirk, or cause delay to any work through petty grievances but will carry on with their work while any grievance is being investigated. Department Heads shall not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto shall at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on efficiently and economically.
- 5.02 The Corporation and the Union agree, on both their parts, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability, gender expression and identity, nor by reason of the employee's membership or activity in the Union or for any other reason.

5.03 The Corporation endorses the right of every employee to work in an environment free from harassment and to provide employees with a process for resolving harassment complaints that might arise.

The employee may choose the grievance procedure rather than follow the complaint procedure as outlined in the County's Respectful Workplace Policy (Harassment and Discrimination Prevention) Policy (HR Policy 3.01) and Workplace Violence Prevention Policy (HR Policy 3.04).

ARTICLE 6 – UNION REPRESENTATION

6.01 Subject to Article 6.02, the Corporation shall recognize the bargaining committee of the employees consisting of not more than four (4) employees, for the purpose of negotiating this Agreement and its renewal.

6.02 The Corporation shall not be required to recognize or deal with employees on the Committee in Article 6.01 unless those employees have acquired seniority under Article 7 and the Union has notified the Chief Administrative Officer or designate in writing of the names of such employees.

6.03 No employee shall leave their work on Union business without first notifying their immediate supervisor, or in their absence, the acting supervisor, and then being given permission to leave.

6.04 A full-time representative of the Union may attend the meetings of the said Committee of employees when meeting with the Employer.

6.05 It is the policy of the Parties that all correspondence between them, other than grievances or correspondence arising out of grievances, shall be to and from the Chief Administrative Officer or designate and the Secretary of the Union.

6.06 All meetings held with management in regards to this Collective Agreement shall be with pay.

6.07 (a) A Union Management Committee shall be established consisting of not more than four (4) members of the Bargaining Unit as chosen by the Union and not more than four (4) representatives of the Employer as chosen by the Employer. Necessity for a meeting shall be indicated by a letter from one party to the other containing an agenda of the subjects to be discussed. The parties shall meet at a mutually acceptable time.

(b) Each member of the Union Management Committee shall receive their regular pay for all regularly scheduled working hours lost due to attendance at meetings with the representatives for the Employer pursuant to Article 6.07 (a) of this Agreement.

(c) Minutes of each meeting of this Committee shall be prepared and distributed.

- 6.08 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives may assist in settling of grievances.
- 6.09 The Union shall be notified and shall attend meetings between an employee and management related to any matter where an employee requests the involvement of the Union or pertaining to any matter relating to any term(s) and/or condition(s) in this Agreement, including but not limited to accommodations, investigations, or any matter that may detrimentally affect the Union's ability to represent the employees.

ARTICLE 7 – SENIORITY

- 7.01 As used in the Agreement, "seniority", means length of continuous service within the bargaining unit with the Corporation, and within the scope of this Collective Agreement, calculated from the date upon which the employee last commenced employment with the Corporation.
- 7.02 An employee shall be considered a probationary employee until the employee has completed one hundred and eighty (180) calendar days of service after which their name shall be placed on the seniority list mentioned in Article 7.03 and their seniority shall date back to the date of last hiring. A temporary employee, who becomes a permanent full time employee with no break in service, shall have their service counted as part of the one hundred and eighty (180) calendar day probationary period.
- The probationary period may be extended subject to mutual agreement of the Corporation and the Union. The probationary employee shall have their work performance evaluated at sixty (60) days of employment.
- 7.03 The Corporation shall maintain a seniority list showing each employee's name, date on which seniority commenced and position classification. In January of each year the Corporation shall revise the seniority list and shall deliver copies to the Union. Complaints about the accuracy of a seniority list shall be considered within thirty (30) days of the date of such delivery and if no complaint or grievance is received within that time, the list shall then be deemed to be accurate.
- 7.04 a) The senior qualified full-time employee shall be assigned to equipment operation when such work exists within the district where the work is being performed. Where no qualified full-time employee is available within the district, the Employer may assign the work to another senior qualified employee.

- b) The senior qualified full-time employee shall be assigned to temporary crew leader (Road Worker IV) for intermittent, casual or short-term work when such work exists within the district where the work is being performed. Where no qualified full-time employee is available within the district, the Employer may assign the work to another senior qualified employee.
- 7.05 An employee who is absent from work due to illness or accident for less than one (1) year (which may be extended for further periods of time) or who is on approved leave of absence or serving in the Armed Forces shall continue to accumulate seniority during the period of such absence or service.
- 7.06 All seniority rights of an employee shall cease for any one of the following reasons:
1. the employee resigns;
 2. Is discharged and not reinstated through the grievance or arbitration procedure;
 3. Fails to return from leave of absence without notifying the Corporation at least twenty-four (24) hours prior to the date of expiry of the leave of absence, provided such notification is reasonably possible;
 4. Is absent from work without permission for more than two (2) consecutive working days unless such absence is proven to the satisfaction of the Corporation to have been due to causes beyond the employee's control;
 5. The employee retires.
- 7.07 In the event an employee is or has been promoted to a position outside the bargaining unit and is later returned to a position within the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the bargaining unit, but shall not accumulate seniority while outside the bargaining unit and upon such return, they shall be placed in a job which, where possible, shall be consistent with their qualifications; provided that no employee in the bargaining unit shall be displaced or laid off as a result of such placement. Article 8 shall not apply to such placement.
- 7.08 When the incumbent of a particular position has been or will be absent from their assigned duties for a period of twenty-four (24) continuous months due to an illness or injury or personal leave of absence, such position may be declared vacant. The Corporation may declare said position vacant prior to twenty-four (24) continuous months upon mutual agreement with the Union. Should the Corporation decide to fill such vacancy, it shall be posted in the normal fashion.

ARTICLE 8 – STAFF CHANGES, ADDITIONS AND PROMOTIONS

- 8.01 (a) Whenever a new position is established or there is a permanent or temporary vacancy in any of the positions covered by this Agreement and the Corporation proposes to fill such a vacancy the following shall apply:

The Corporation shall, within five (5) business days, post up a notice of all job openings for a period of not less than five (5) working days;

In this agreement the expression “permanent vacancy” means a vacancy caused by such events as promotion, resignation, retirement or discharge, and which is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of an employee. Temporary vacancies under this Article are those which are expected to last thirty (30) days or longer.

- (b) The notice shall contain a summary of the job description for the position, the number of employees required to fill the position, the district in which the work is being performed, the salary range or rate of pay and the name of the official to whose attention applications are to be directed.
- (c) The Corporation may externally advertise simultaneously when posting however no external applicant may be considered until internal applicants have had been fully considered as provided for in Article 8.02.
- 8.02 (a) An employee who wishes to apply for any posted vacancy shall make application in writing during the period of five (5) working days mentioned in Article 8.01 (a) and shall set out their qualifications in their application. Any successful applicant shall be selected within a reasonable time after such posting as follows:

Each applicant shall be considered in accordance with their seniority as defined in Article 7.1. Where a number of employees have the skill, ability and qualifications to do the work, the most senior employee shall be awarded the posting.

In the result, if there is no applicant or no successful applicant from the bargaining unit, the Corporation may then fill the vacancy from outside the bargaining unit.

- (b) Whenever any permanent or temporary vacancy is filled, a notice containing the name of the employee promoted, the position in question and the effective date of the appointment shall be posted on all bulletin boards for not less than five (5) working days and a copy of the notice shall be forwarded to the Secretary of the Union as soon as practicably possible following such appointment; provided the employee shall, subject to Article 8.03 be paid the applicable rate for such position commencing on the date the employee was required to assume the duties thereof.

- (c) If no one is placed, pursuant to Article 8.03 in the permanent vacancy or vacancies, as the case may be, within forty-five (45) calendar days after the date of such posting, both the posting and any application shall be deemed to have been withdrawn.
- 8.03 (a) The successful applicant shall be placed in the permanent vacancy for a trial period not exceeding forty-five(45) working days, with no loss of pay, and if satisfactory shall then be confirmed in the new classification. If the employee proves unsatisfactory during that time, or if they are unable to perform their new duties, or if the employee requests a reversion to their former position, they shall be returned to their former position at their former salary or rate of pay, as well as, any other employee in the bargaining unit who is promoted or transferred by reason of such placing.
- Notwithstanding the above, where an employee has previously held the classification and successfully completed the forty-five (45) working-day trial period, the trial period shall not apply.
- (b) If the applicant is returned to their former position under this clause, the Corporation shall give consideration to those employees who were unsuccessful applicants for the initial vacancy and should the Corporation place any such employee in the permanent vacancy, paragraph (a) of this clause shall apply.
- 8.04 Where a temporary winter shift crew leader is needed, it shall be assigned to the next senior qualified applicant in that district on that shift, where possible.

ARTICLE 9 – REMUNERATION AND PREMIUMS

- 9.01 The scale of remuneration as set out in Schedule “A” shall apply during the term of this Agreement.
- 9.02 No amendment or charge in the rates or classification in Schedule “A” shall become effective until agreed upon by the parties.
- 9.03 Where an employee is assigned on a temporary basis to perform work in a higher position classification the employee shall be paid at the rate for the position so occupied.
- 9.04 Where an employee is temporarily assigned to perform the duties of a Foreman, the employee so assigned shall receive the starting rate for the particular Foreman’s position from the first full day. In no event shall the rate be less than the employee’s rate of pay.
- 9.05 Premiums
- (a) The County of Middlesex Roads Department shall pay a premium of two dollars (\$2.00) per hour for all hours where an employee is directed and required to perform welding and fabricating work.

- (b) Road Workers I & II working on the Bridge Crew shall receive a premium of one dollar (\$1.00) per hour during the construction season.
- (c) The Paint Striping Crew shall receive Road Worker III rate from the date they begin painting until they stop for the season.
- (d) The most senior person on patrol shall receive a one dollar (\$1.00) per hour premium in addition to their normal rate of pay for a period of three (3) weeks when training a new patrol person.

ARTICLE 10 – HOURS OF WORK, OVERTIME, CALL OUT, MEAL ALLOWANCE, STANDBY SHIFT

- 10.01 (a) Where the Corporation deems it advisable, the normal work week may be compressed into four (4) days with a corresponding expansion of the normal work day, so that the normal work week is maintained at forty-two and one half (42.5) hours. The Corporation shall notify all 2018 employees at least seven (7) calendar days in advance of such change. Hours of work shall be 6:00am to 5:00pm, Monday, Wednesday and Thursday; and 6:00am to 5:30pm, Tuesday. Otherwise, the normal work day shall consist of an eight and one half (8.5) hour day commencing no earlier than 7:00am and ending no later than 4:30pm with one half hour (1/2) off for lunch.
- (b) Employees shall be notified at least seven (7) calendar days in advance of any change in shifts or shift start and stop times.
- (c) A shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid for all hours of any normal shift commencing after 2:00pm and for the 4:00pm to 7:00am shift for the Road Worker on patrol duties. Shift differential is not included in the calculation of overtime premium; or paid absences such as vacation, holidays, or other paid time off.
- 10.02 Lunch hours may be on a staggered basis as arranged by the Department Head or Foreman provided no employees lunch hour shall commence later than five (5) hours after the start of their shift.
- 10.03 The expression “overtime” shall mean any period worked outside a normal work day as defined above or in excess of forty-two and a half (42.5) hours as the case may be in any calendar week.
- 10.04 (a) Any employees who is required to work overtime or on a holiday. Shall be paid as follows:
 - i On a normal work day (Monday to Friday) – time and one half
 - ii On a Saturday or the holiday in Article 11.02 – time and one half
 - iii On a Sunday – double time

- iv On a holiday identified in Article 11.01 (a) – double time in addition to holiday pay
- (b) At the end of each pay period, employees are to indicate on their time sheet, as instructed by the Employer, how many overtime hours are to be banked. Employees shall be allowed to bank no more than one hundred and seventy (170) hours in any calendar year. All overtime beyond that shall be paid out in that pay period.

Banked overtime shall be taken off as time with pay as follows:

- i as designated by the Employer, following consultation with the employee, with at least seven (7) calendar days notice; or
- ii at the request of the employee, with at least seven (7) calendar days notice, by mutual agreement with the Employer.

Any banked overtime remaining after the last full pay period in November shall be paid out on the following pay.

- 10.05 No employee shall work overtime unless authorized by their Foreman.
- 10.06 The Road Worker with the responsibilities for dispatch or patrol shall be required to work hours other than those specified in Article 10.01.
- 10.07 Employees called to work outside of their normal working hours shall be paid a minimum of four (4) hours at the applicable overtime rate as above or the actual time worked at the applicable overtime rate as above, whichever is greater. An employee “called out” shall be allowed one-half (.5) hour lead time from when the employee starts work. “Called out” shall be defined as when an employee is called to work by the Foreman or the Road Worker on patrol duties to deal with an emergency. The four (4) hour minimum shall not apply to those cases where employees are called out early prior to starting on a normal working day. Early starting times that are arranged in advance by the Employer shall not qualify for call-out pay.
- 10.08 All employees covered by this Agreement who are required to work two (2) hours overtime shall be entitled to a meal allowance of fifteen dollars (\$15.00). An additional meal allowance shall be paid for each ensuing four (4) hour period.
- 10.09 An employee shall be entitled, but only at the job location to a fifteen (15) minute break period in the forenoon and in the afternoon, the time of taking such break to be at the discretion of the Department Head.

ARTICLE 11 – HOLIDAYS

11.01 (a) All employees within the scope of this Agreement who are not required to work on the following holidays shall be paid at the regular rate of pay for each of the following holidays:

New Years Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Lieu Day	

- (b) The one (1) lieu day as mentioned in Article 11.01(a) shall be afforded to the employee by the employee's Department Head at a mutually agreeable time within the current calendar year. If an employee works on their lieu day it shall be re-scheduled rather than be eligible for an overtime premium. The Lieu day shall be granted to present employees or new employees with one (1) year seniority with the date of hire being used as the anniversary date. The lieu day may not be carried over to the next year. If it is not used, it shall be forfeited.
- (c) Temporary employees shall be eligible for paid holidays only if they worked the week day before and the week day following the paid holiday.

11.02 In addition to the foregoing, the one-half day preceding Christmas Day shall constitute an additional paid half holiday at normal rates, provided, the Christmas half holiday shall be observed on the working day preceding the respective holiday except when Christmas Day falls on Saturday, Sunday or Monday, in which case the half holiday shall be observed on the preceding Friday afternoon.

11.03 Whenever any of the above holidays falls on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

11.04 Subject to Article 11.03 employees who are required to work on any of the said holidays shall be paid in accordance with Article 10.04.

ARTICLE 12 – VACATIONS

12.01 An employee who has less than one (1) year seniority (as defined in Article 7.01) shall be entitled to one (1) day vacation with pay for each completed month of service up to a maximum of ten (10) working days with pay.

12.02 An employee with:

- (a) More than one (1) year but less than three (3) years of seniority shall be entitled to a vacation of two (2) weeks pay in that year.

- (b) More than three (3) years but less than eight (8) years of seniority shall be entitled to a vacation of three (3) weeks with pay in that year.
- (c) More than eight (8) years but less than fifteen (15) years of seniority shall be entitled to a vacation of four (4) weeks with pay in that year.
- (d) More than fifteen (15) years but less than twenty-three (23) years of seniority shall be entitled to a vacation of five (5) weeks with pay in that year.
- (e) Twenty-three (23) or more than twenty-three (23) years of seniority shall be entitled to a vacation of six (6) weeks with pay in that year.
- (f) If an employee becomes ill or injured during vacation and requires hospitalization or medical services, they may request to suspend their vacation and substitute the period of illness with available sick leave. The unused vacation may be rescheduled at a mutually agreeable time.

Where an employee becomes entitled to bereavement leave during their vacation, the employee shall be granted bereavement leave and may reschedule the unused portion of vacation at a mutually agreeable time.

- (g) An employee may not take more than three (3) consecutive weeks of vacation without approval by Management.

12.03 An employee's vacation shall be taken in that year in which it is earned.

Employees may carry over up to 42.5 hours (5) days of vacation time to the following calendar year. A written request to carry over vacation time in excess of this amount must be submitted to the Department Head for approval, and approval shall not be unreasonably withheld.

12.04 If any holidays or half holidays, referred to in Article 11 are observed during an employee's vacation they shall be granted one (1) additional day or half day (as the case may be) vacation with pay for each such holiday or half holiday.

12.05 No employee shall be permitted to forego their vacation period so that they may be paid in lieu of time off for vacation.

12.06 On or before the fifth (5th) day of April in each year, the Corporation shall circulate lists so that each employee may write in their choice of vacation dates. When preparing the annual vacation schedule the Corporation shall, subject to its right to maintain a qualified working force to give the choice of vacation dates to employees with the greatest seniority. The vacation schedule shall be completed on or before the fifteenth (15th) day of May in each year and when completed, copies shall be posted on the bulletin boards in the division concerned for the information of the employees.

12.07 In the event of the death of an employee, their heirs or their estate shall be entitled to receive such vacation pay as may stand to the employee's credit, subject to the necessary succession duty or other tax releases, as may be required, being filed with the Treasurer of the Corporation.

12.08 The vacation pay which is due to an employee under this Agreement shall be calculated upon the basis of the employee's annual salary or normal rate of pay as the case may be, on the date their vacation commences.

ARTICLE 13 – EMPLOYEE BENEFITS AND WELLNESS

13.01 All employees, including dependents, shall be covered for the following benefits and the Employers share of premiums shall be indicated:

- Extended Health Care Plan (no deductible)** 100%
 - \$9.00 cap on dispensing fee
 - Covers one (1) PSA test per twenty-four (24) months capped at \$30.00
 - Paramedical – The Employer shall pay 100% of the coverage for a Chiropractor, Massage Therapist, Osteopath, Naturopath, Podiatrist, Chiropodist, Acupuncture, Physiotherapist, Speech Therapist, Social Worker (MSW) or Psychologist to a maximum of one thousand, five hundred dollars (\$1,500.00) per person per year. This is a blanket policy allowing the employee to choose the allocation of the funds to the maximum indicated.

- Vision Care** 100%
 - \$500.00 per person once every twenty-four (24) month period. Such benefit may be used to purchase prescription safety glasses.
 - Vision benefit of \$500.00 may be applied once to laser surgery.
 - The Employer shall pay the cost of one (1) optometric eye examination or one (1) eye refraction per person every twenty-four (24) months, capped at \$110.00. This benefit may be applied to an eye examination at a laser eye clinic.

- Dental Care Preventative Plan (Current ODA rates)** 90% of premium
 - Plan included provision for nine month recall per person, six (6) month recall for dependents 18 years of age or under
 - Major Restorative: -100% of premium
-50/50 co insurance;
-\$2,000.00 annual maximum per family member
 - Orthodontics: - covers dependent children up to age twenty-one (21)
 - 100% of premium
 - 50/50 co insurance
 - \$2500 lifetime maximum

Long Term Disability Plan 100%

- 66 2/3 of monthly income earnings to a maximum benefit of \$4,000.00
- Benefit is integrated with CPP and Workers Compensation
- Benefit commences after 119 days or the exhaustion of at least 50% of the employee's sick credits, whichever is greater and shall continue until age sixty-five (65), until employee is back to work or death.
- An employee shall apply for the long term disability benefit following their seventeen (17) week waiting period

Group Life Insurance 100%

- 1.5x employee's earnings to the next higher \$1,000.00
- Upon termination of employment, insurance can be converted to a personal policy regardless of health conditions of employee has been covered by the plan for a minimum of five (5) years and meets any other conditions set forth in the Insurance Plan

• **Accidental Death and Dismemberment** 100%

- 1.5x employee's earnings

• **Dependent Life Insurance** 100%

- Spouse \$5,000.00
- Children \$2,500.00

All plans are subject to the Employee Benefit Booklet, and the Corporation shall provide and administer the plans through the insurer(s) which they exclusively have the right to select provided the new insurer(s) maintain equal or better coverage.

- 13.02 (a) For every month of seniority, an employee shall be entitled to sick leave credits of one and one half (1 ½) days per month, such sick leave to be used for sick leave purposes only. Sick leave credits of an employee shall be cumulative. Once each year in January, each employee shall receive a statement of their sick leave credits.
- (b) No sick leave credits shall be given to an employee in any month who is absent from duty in that month
- (1) for more than fifteen (15) days for any reason other than vacation, leave of absence, workers compensation which does not extend beyond twelve (12 months);
- (2) without leave.

- (c) An employee shall report their illness at least thirty (30) minutes prior to the start of their shift on the first day on which such employee is absent from their work and keep their supervisor advised of the probable duration of the illness.
 - (d) The Employer may request a medical certificate when there is reasonable cause, including frequent or recurring absences, extended illness, or where additional information is needed to support accommodation or return to work. The Employer will pay any associated cost for the required certificate.
- 13.03 Employees shall be allowed to use up to four (4) days per year of their accumulated sick bank for family health care or for tending to family illness. Documentation supporting the need for the leave may be requested by the Employer and, if requested, must be provided upon the employee's return. Every effort must be made to provide notice to the Employer of the taking of such leave. Where the leave will be for more than one (1) day, the Employer must be notified of the length of such leave.
- 13.04 The Corporation and the Union agree to the Ontario Municipal Retirement System and the Canada Pension Plan as established.
- 13.05 Employees who elect to take early retirement and have obtained the 90 factor or have 30 years of service as defined by OMERS, may continue to participate in the County benefit plans, excluding LTD and Travel, to age 65, providing the employee pays fifty (50%) percent of the monthly premium costs quarterly, in advance.

ARTICLE 14 – GRIEVANCE PROCEDURE

- 14.01 (a) It is the mutual desire of the Corporation and the Union that all complaints and grievances shall be adjusted as quickly as possible.
- (b) All meetings at which grievances are processed shall be held in camera.
- (c) Employees who are covered by this Agreement shall be required to follow the procedures set out in this Article. Any employee who appeals directly to any elected official shall thereby forfeit all rights under this Article and Articles 15 and 16.
- (d) A grievance under this Agreement shall be defined as any difference or dispute between the Corporation and any employee or the Union relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable and an allegation that this Agreement has been violated.
- (e) The time limits fixed in this Article and in Article 15 may be extended but only by consent of both Parties to this Agreement. Such consent to be evidenced in writing.

14.02 In the event of a grievance by an employee, the employee shall take the matter up within and not after five (5) working days after the employee becomes aware or ought reasonably to have become aware of the incident or circumstances giving rise to the grievance. A policy grievance or group grievance shall be taken up within and not after ten (10) working days after the date of the incident giving rise to the grievance or the aggrieved party ought reasonably to have become aware of such incident or circumstances.

14.03 The following is the procedure which shall be adhered to in processing grievances, save as otherwise provided in this Article and in Article 16.

Step 1

The employee shall discuss the matter with their Foreman and an attempt shall be made to adjust the employee's complaint. At the request of either the Foreman or the employee, a Steward shall be present during such discussion.

Step 2

If a settlement satisfactory to the employee is not reached within five (5) working days of the date the matter was taken up with their Foreman, the Steward may, within and not after nine (9) working days of that date, formally submit the grievance to the employee's Department Head. A grievance submitted at Step 2 shall be in writing, shall contain a concise statement of the facts complained of and redress sought and shall be signed by the employee and the Steward. The employee's Department Head shall give their decision or answer in writing within seven (7) working days of the date upon which the grievance was first taken up with the Department Head under Step 2.

Step 3

If the grievance is not settled at Step 2 the Steward may, within and not after seven (7) working days of the date of receiving the decision of the employee's Department Head, (or if no decision is received from the Department Head, then within seven (7) working days after such decision ought to have been given), take the grievance up with the Chief Administrative Officer or designate. A meeting with the CAO (or designate) and of all parties concerned shall be held within fifteen (15) working days of receipt of the grievance. The decision of the CAO shall be rendered within a further fifteen (15) working days.

- 14.04 (a) A grievance filed by a group of employees or a policy grievance of the Union shall be taken up at Step 3 of the grievance procedure.
- (b) A policy grievance of the Corporation shall be in writing and may be initiated by the Chief Administrative Officer or designate delivering the grievance to the President of the Union, or, in their absence to another Officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery the Corporation may refer the grievance to arbitration under Article 15.

ARTICLE 15 – ARBITRATION

15.01 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may, after duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration, in accordance with Section 48 or 49 of the Act, and the notice under Section 48 shall contain the name of the first Party's appointee to an arbitration board. The recipient of the notice shall, within seven (7) days inform the other Party of the name of its appointee to the arbitration board. The two (2) appointees so selected shall proceed to appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chair within fifteen (15) days, the appointment shall be made by the Director of the Office of Arbitration, upon the request of either Party. If no such request is made to the Director of Arbitration within twenty (20) days of the date either is entitled to make such a request, then such arbitration is terminated and the matters sought to be arbitrated are no longer open to arbitration. When the arbitration proceeds, the arbitration board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the arbitration board, but if there is no majority the decision of the Chair governs. The Arbitration Board shall not have any authority to alter or change any of the provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement. Each of the Parties to this Agreement shall pay the fees and disbursements of its appointee to the Arbitration Boards and shall share equally the fees and disbursements of the Chair.

Where both parties agree, a single arbitrator may be chosen rather than a Board of Arbitration. All expenses shall be shared equally between the parties.

15.02 Mediation

The parties agree that it is their intent to resolve grievances wherever possible. Therefore, notwithstanding the Arbitration provisions herein, the parties may upon mutual agreement, engage the services of a mediator to resolve the grievance and may extend the time limits for the request for arbitration. The parties shall share equally the fees and expenses, if any, of the mediator. The mediation shall be conducted on a date as mutually agreed to by the parties.

ARTICLE 16 – DISCHARGE AND DISCIPLINE CASES

- 16.01 In the event an employee who has attained seniority is discharged or disciplined and the employee considers that an injustice has been done, the matter may be taken up at Step 2 of the Grievance Procedure.
- 16.02 The Corporation shall advise a steward of a meeting to be held with an employee to discuss discipline or discharge and a steward shall be allowed to attend the meeting.
- 16.03 When an employee’s grievance against their discharge or discipline duly comes before an arbitration board or a single arbitrator, the board of arbitration or single arbitrator may make a ruling:
- (i) Confirming the Corporations action, or
 - (ii) Reinstating the employee with or without compensation for wages lost (except for the amount of any remuneration the employee has received elsewhere pending the disposition of their case, or
 - (iii) Disposing of the grievance in any other manner which may be just and equitable.
- 16.04 **Sunset Clause**
- Disciplinary letters shall remain on the employees personnel file for a period of twenty-four (24) months, provided the employee has been discipline free.
- Personnel Files**
- An employee shall have the right at any time to have access and review their personnel file upon reasonable notice, doing so in the presence of the Employer.

ARTICLE 17 – MILEAGE ALLOWANCE

- 17.01 (a) Where required to use a personal vehicle for County authorized business, a mileage allowance of \$0.70 per kilometer up to 5,000 kilometres and \$0.64 per kilometre in excess of 5,000 kilometres travelled in a calendar year, shall be reimbursed to the employee. If the County policy increases, the higher rate shall apply.

ARTICLE 18 – UNION LEAVE

- 18.01 Leave of absence with pay and without loss of seniority shall be granted to not more than three (3) employees who are elected or appointed to represent the Union at all conference, convention, or education seminars. The paid leave shall not exceed fifteen (15) days in total in any calendar year. Additional unpaid leave may be granted.

ARTICLE 19 – LEAVE OF ABSENCE

- 19.01 The Corporation shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any Court, including a Coroner's inquest. The Corporation shall pay such an employee the difference between their normal earnings and the payment the employee received for jury service or court witness or Coroner's inquest, excluding payment for travelling, meals and other expenses. The employee shall present proof of service and the amount of pay received.
- 19.02 The Corporation shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Where possible such request is to be in writing and approved by the Corporation. Such approval shall not be withheld unjustly.

ARTICLE 20 – PREGNANCY AND PARENTAL LEAVE

20.01 Part 1 – Pregnancy Leave

- (a) Pregnancy leave shall be granted in accordance with the *Employment Standards Act, R.S.O., 2000*, as amended, except where a greater benefit is provided by this Article.
- (b) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous employment preceding the estimated date of delivery.
- (c) An employee who is pregnant shall be entitled, upon their application thereof, to a leave of absence of at least seventeen (17) weeks from their employment, or such shorter leave of absence as the employee may request, commencing during the period of seventeen (17) weeks immediately preceding the estimated day of the employee's delivery.
- (d) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications together with the expected date of return. At such time, the employee shall also furnish the Employer with a certificate of a legally qualified medical practitioner stating the estimated date of birth.

If pregnancy related complications force the employee to stop work before the employee has arranged their leave, the employee shall have two (2) weeks from that date to give the Employer written notice, with a medical certificate, confirming the circumstances and the expected actual date of birth.

(e) The employee may take up to seventeen (17) weeks pregnancy leave. If the employee wishes, the employee may extend their leave beyond seventeen (17) weeks under the parental leave provisions of this Agreement for up to sixty-one (61) additional weeks which leave shall commence immediately following the pregnancy leave. The total leave shall not be greater than seventy-eight (78) weeks.

(f) Seniority for all purposes shall continue to accrue during the pregnancy and parental leave periods.

The Employer shall continue to pay the Employer's share of benefits (as provided in Article 13) during the employee's leave providing the employee pay their share of the benefit cost.

(g) The employee shall give at leave two (2) weeks written notice of their intention to return to work or their request to extend their pregnancy leave beyond the dates outlined in (c) above.

The employee shall give the Employer four (4) weeks written notice if the employee wishes to return to work at an earlier date than outlined in (c) above.

(h) On return from pregnancy/adoption leave, the employee shall be placed in the same or comparable job as at the time leave commenced and shall be paid at the prevailing wage rate.

(i) The County of Middlesex agrees to implement a supplementary unemployment benefit (SUB) plan. An employee on leave as set out above who has applied for and is in receipt of Employment Insurance Benefits shall be paid a supplementary unemployment benefit. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's regular weekly earnings and the earnings of the employee's weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the one (1) week employment insurance waiting period and receipt by the County of the employee's employment insurance cheque stub as proof that the employee is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of sixteen (16) weeks for pregnancy. The employee's regular weekly earnings shall be in accordance with Schedule "A" of this Agreement and shall be the employee's rate on the last day worked prior to the commencement of the leave times.

Employees have no vested right to payments under the Plan except to payments during a period of unemployment specified in the Plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

- (j) The Corporation shall provide a supplementary unemployment insurance benefit equal to eighty percent (80%) of the employee's normal basic earnings for the first week of pregnancy or parental leave.

20.02 Part 2 – Parental & Adoption Leave

- (a) Parental leave shall be granted in accordance with the *Employment Standards act, R.S.O., 2000*, as amended, except where exceeded in this Article. A parent includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child or thirteen (13) weeks before the child came into a parent's custody, care or control for the first time.
- (c) The employee shall give written notification of at least two (2) weeks or less, in the case of adoption where needed, prior to the commencement of the leave together with the expected date of return.
- (d) Either parent, or both parents, may each take a maximum of sixty-one (61) weeks unpaid parental leave if the parent also took pregnancy leave. If the parent did not take pregnancy leave, the employee is entitled to sixty-three (63) weeks.
- (e) Seniority for all purposes shall continue to accrue during parental and adoption leave.

The Employer shall continue to pay the Employer's share of benefits (as provided in Article 13) during the employee's leave providing the employee pays their share of the benefit cost.

- (f) The employee shall give at least two (2) weeks written notice of their intention to return to work.

The employee shall give the Employer four (4) weeks written notice if the employee wishes to return to work at an earlier date than outlined in (c) above.

- (g) An employee who is in receipt of Employment Insurance Parental benefits, who have not received maternity benefits, is eligible for a supplementary unemployment benefit (SUB). The SUB benefit shall be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the employee's Employment Insurance Benefit. Such SUB shall last no longer than sixteen (16) weeks.

- (h) The Corporation shall provide a benefit to an employee taking parental leave who qualifies for Employment Insurance and is required to undergo a one (1) week waiting period, equal to eighty per cent (80%) of the Employee's normal basic earnings for the first week of parental leave.

20.03 Part 3

Employees newly hired to replace employees who are on parental/pregnancy leaves may be released at the end of said leave. If retained by the Employer in a permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing their probationary period, if not retained in the same classification.

The Employer shall outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.

ARTICLE 21 – CLOTHING AND TOOL ALLOWANCE

- 21.01 (a) The Corporation shall provide coverall laundry service for the following positions, or when employees are temporarily assigned to perform such work:
- Mechanic: up to eight (8) pairs per two (2) week period;
 - Hydro Vac Operator: up to five (5) pairs of high visibility per two (2) week period;
 - Painting (signs or lines): up to three (3) pairs per two (2) week period;
- Note: Mechanics and employees painting signs or lines may elect to receive pants and shirts in lieu of coveralls.
- (b) The Corporation shall allow employees to choose from a selection of safety clothing (AGO or equivalent) in the spring of each year to a total value of four hundred dollars (\$400.00).
- (c) The Corporation to provide one (1) pair of maintenance coveralls annually and one (1) pair of work gloves to be replaced as required.
- (d) The Welder shall be provided with five (5) flame-retardant bibs or coveralls per calendar year. These coveralls are intended for use in welding-related duties and are not subject to the laundry service program.
- (e) Effective January 1, 2026, temporary, full-time employees who are employed on a recurring, year-over-year basis are eligible to choose from a selection of safety clothing (AGO or equivalent) once per calendar year, to a total value of two hundred dollars (\$200.00), and one (1) pair of work gloves to be replaced as required. This provision does not apply to employees who only work one season (winter or summer).

21.02 The Corporation shall pay to each full time employee required under the Occupational Health and Safety Act, to work on construction, a yearly boot allowance of three hundred and fifty dollars (\$350.00) effective January 1, 2026 with attached receipt and the amount so owing shall be reimbursed to the employee on the following pay period.

It is to be understood that the allowance is based on a calendar year, January 1 to December 31 and the employee be allowed the full use of the allowance in that year. Each employee receiving the boot allowance shall wear approved safety boots at all times while on duty. Failure to comply with this requirement may result in disciplinary action by the Corporation.

ARTICLE 22 – BEREAVEMENT LEAVE

- 22.01 (a) In the case of death in the immediate family, namely spouse, child, grandchild, mother, father, sister, brother, mother-in-law or father-in-law an employee shall be permitted to be absent for not more than five (5) consecutive days with pay including the day of the funeral.
- (b) In the case of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother or grandfather an employee shall be permitted to be absent for not more than three (3) consecutive working days with pay, including the day of the funeral.
- (c) For a relationship beyond that, such as uncles, aunts, cousins, nephews and nieces, the employee shall be permitted to be absent from work one (1) day with pay.
- (d) In special circumstances, or where extensive travel is involved, the Department Head may grant, at their discretion, up to two (2) additional days of unpaid leave in addition to those set out in a, b, or c above. Leave for relationships beyond those considered in a, b, c above may be considered by the Department Head. Approval of requests for additional leave is the decision of the Department Head, such requests shall not be unreasonably denied.
- (e) An employee may request part of their bereavement leave be taken at a later date to attend a delayed funeral, memorial service, or interment.

ARTICLE 23 – TIME OFF FOR ELECTIONS

- 23.01 (a) Where, by reason of the hours of their employment, an employee who is a qualified voter will not have three (3) consecutive hours to vote while the polls are open on a polling date at an election, the Employer shall at the convenience of the Employer, allow the employee such time for voting as is necessary to provide the three (3) consecutive hours.

- (b) The Employer shall not make any reduction from the pay of any such employee or extract from an employee any penalty by reason of absence from their work during the time allowed by the Employer for voting.

ARTICLE 24 – TEMPORARY EMPLOYEES

- 24.01 The Corporation may hire personnel on a temporary basis for not more than thirty (30) consecutive weeks for special projects, or to cover leave of absence, or during periods of heavy work load, or in case of illness of an employee in the bargaining unit, or for vacation relief or in cases of emergency. The temporary period of employment aforementioned shall not be considered interrupted by layoffs of less than one (1) working day.
- 24.02 The engagement of temporary employees may be extended by agreement of the Parties.
- 24.03 The rate of pay for a temporary employee shall be according to Schedule “A”. Temporary employees shall not be covered by any of the other terms of the Agreement save for Article 2, 10, 11 and 22. Vacation pay shall be in accordance with the *Employment Standards Act*.
- Seasonal temporary employees shall be paid in accordance with Schedule “A” Road Worker II. The seasonal temporary employee shall be paid the probationary rate for their first season, either summer or winter, and full job rate for any season thereafter.
- Temporary, full-time employees who are employed on a recurring, year-over-year basis shall be eligible for re-imbusement of medical exams in accordance with Article 28.01.
- 24.04 Temporary employees shall be paid twelve percent (12%) in lieu of benefits, to be reduced by the Employer’s OMERS contributions should the employee join.
- 24.05 Notwithstanding the provisions in Article 7, a temporary employee who is hired by the Corporation on a permanent basis or is the successful applicant for any vacancy shall be credited with seniority dating back to the date of the employee’s last hiring so long as there has been no break in service.

ARTICLE 25 – LAYOFF AND RECALL

- 25.01 Whenever it becomes necessary to reduce the working force, employees shall be laid off in reverse order of Corporation seniority provided that any employee may exercise seniority in any other classification in which the employee is qualified for the purpose of displacing other employees having less seniority. The Corporation shall notify the Union and the employees who are to be laid off fifteen (15) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available. All employees who have been laid off shall be entitled to be rehired to positions for which they are qualified in order of seniority, and the Corporation shall not hire any new employees in priority thereto, in any classification in which such laid off employees are qualified.
- 25.02 Employees who are laid off shall be retained on the seniority list for a period of twelve (12) months. If, during that period they are recalled to work, they must signify their intention to do so within three (3) days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, and shall, in fact, return to work within a further five (5) days, or they shall forfeit their claim of employment and be deemed to have terminated their services. Notice of recall shall be given by the Employer by registered mail to the last address on record with the Corporation. The delivery date record of the post office shall be the determining date with respect to giving notice of intention to comply with the recall request noting that no more than one (1) week is to be allowed for receiving registered mail calculated from the date on which such a letter is sent.
- 25.03 Any employee who has completed their probationary period and is laid off, may continue to participate in the hospital and medical plans available to the employee for a period of up to twelve (12) months, provided that the employee pays to the County Treasurer, the full premium cost of such participation, not later than the twenty-fifth (25th) day of the month prior to the month of which the payment becomes due. If such payment is not made as foresaid, the employee's participation in these plans shall be terminated forthwith.
- 25.04 Temporary employees shall be laid off prior to layoff of permanent employees and permanent employees on layoff shall be recalled prior to hiring temporary employees.

ARTICLE 26 – NO STRIKES OR LOCK-OUTS

- 26.01 So long as this Agreement continues to operate, there shall be no strikes or lock-outs as those terms are defined in the Labour Relations Act.

- 26.02 Where individuals in a labour dispute, other than those in the bargaining unit engage in a strike and maintain picket lines, and where members of the bargaining unit could suffer personal harm, the Employer shall use their best effort to ensure their safety.
- 26.03 In the event persons who are not covered by this Agreement engage in a lawful strike or are locked out at the Corporation of the County of Middlesex, members who are covered by this Agreement shall not be required to perform work normally done by the people who are on strike or locked out, and shall not be penalized in any way if they do so refuse. Temporary lay-offs resulting from work stoppages or lock-outs of persons not covered by this Agreement shall not be deemed to be a penalty under this clause.

ARTICLE 27 – PROTECTION OF EMPLOYEES’ POSITION

- 27.01 Six months prior to “contracting out” of any position in the bargaining unit, the County of Middlesex shall:
- a) discuss with the Union the nature and rationale of the action, and
 - b) discuss any alternate means of achieving the necessary level of efficiency and economies.
- Prior to work being “contracted out”, should the Union deem it advisable, the Union shall be allowed to address County Council with respect to the work to be “contracted out”.
- 27.02 Persons whose job (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are in the bargaining unit, except in conformance with past practice or policy and in cases mutually agreed upon in writing by the parties.
- 27.03 In the event that the Employer should merge or amalgamate with any other Municipal Corporation, the Employer shall provide the Union and the affected employees written notice at the earliest possible date. At the time of the notice, the Employer shall also provide the Union with all relevant particulars known by the Employer pertaining to the merger.
- 27.04 Within fourteen (14) days of such notification, the Parties agree to meet to discuss potential impacts on the employees of the Bargaining Unit. These discussions shall include but are not limited to pertinent financial and staffing implications.
- 27.05 In the event that the Employer should merge or amalgamate with any other Municipal Corporation, the Employer shall use its best efforts to obtain an agreement that shall preserve the following rights of its employees:
- (a) Credit for all accumulated seniority rights to be carried into employment with a new Employer;

- (b) Full-service credits with respect to vacations with pay and all other negotiated benefits;
- (c) That the work and service performed by members of the Canadian Union of Public Employees Local 2018 shall continue to be performed by such members in the employ of the new Employer;
- (d) That employees shall receive, at minimum, equal conditions of employment and wage rates under this agreement with the new Employer;
- (e) That no employee shall suffer loss of employment as a result of such merge or, amalgamation;
- (f) That preference in location of employment in the service of the new Employer shall be on the basis of seniority for positions with equal qualifications.

ARTICLE 28 – WSIB, RETURN TO WORK AND ACCOMMODATION

- 28.01 The Employer shall make available to the Union through the Joint Health and Safety Committee or upon request, copies of any Employer’s Report of Injury relating to its members.
- 28.02 Employees applying for WSIB benefits will continue to be paid by the Corporation to the extent that sick leave credits are available to that employee pending adjudication of their claim by the WSIB. Sick leave credits will be re-instated to the extent a claim is approved.
- In cases where WSIB pays the employee directly and the Corporation has advanced payment for the same period, the employee shall reimburse the Corporation for any duplicate payments received. The Employer may recover such amounts through payroll deduction or other mutually agreed means.
- 28.03 Where an employee is absent due to an injury or illness and is in receipt of WSIB Benefits, the difference between the amount of WSIB payments paid and their salary, shall be paid for the first one hundred and twenty (120) working days by the Corporation and thereafter shall be charged against their sick leave credits.

ARTICLE 29 – GENERAL

- 29.01 The Corporation shall reimburse employees required by the Employer to have an AZ and/or DZ licence the total cost of any medical exam required by the AZ and/or DZ licence.


ARTICLE 30 – TERM OF AGREEMENT

- 30.01 Either Party of this Agreement may, within a period of ninety (90) days before the Agreement ceases to operate, give notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement. Within fifteen (15) working days of receipt of such notice, or within such further period as the Parties agree upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement.

- 30.02 This Agreement shall be for a term of three (3) years commencing on the 1st day of July, 2021 2025, and ending on the 30th day of June, 2028, and therefore in each succeeding year, subject to changes and amendments agreed to by both parties in writing.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 11th day of December, 2025.

FOR THE CORPORATION



Susan Clarke (2025-12-11 22:13:50 EST)

M. Ivanic

Chris Traini


Chris Traini (2025-12-12 09:16:31 EST)

Jarrett Hoglund

D. Schulz

R. Feldon

FOR THE UNION



Ryan Thompson (2025-12-13 09:14:07 EST)

joel Haggith

joel Haggith (2025-12-15 10:52:28 EST)

Bob Lalich

Bob Lalich (2025-12-13 09:44:10 EST)

Jim Milligan

Jim Milligan (2025-12-11 19:12:47 EST)

Noelle Racicot-Kelly

Noelle Racicot-Kelly (2025-12-17 08:10:15 EST)

CUPE 2018

SCHEDULE "A"

CLASSIFICATION	DATE	PROBATION	JOB RATE
ROAD WORKER I - Student	July 1, 2024		\$23.68
3.5%	July 1, 2025		\$24.51
3.25%	July 1, 2026		\$25.31
3.0%	July 1, 2027		\$26.06
ROAD WORKER II ROAD WORKER II – PATROL DISPATCH	July 1, 2024	\$30.76	\$31.38
3.5%	July 1, 2025	\$31.84	\$32.48
3.25%	July 1, 2026	\$32.87	\$33.53
3.0%	July 1, 2027	\$33.86	\$34.54
ROAD WORKER II - SIGNS ROAD WORKER III ROAD WORKER III - WELDER	July 1, 2024	\$34.05	\$34.64
3.5%	July 1, 2025	\$35.24	\$35.85
3.25%	July 1, 2026	\$36.39	\$37.02
3.0%	July 1, 2027	\$37.48	\$38.13
ROAD WORKER IV (CREW LEADER)	July 1, 2024	\$37.94	\$38.71
3.5%	July 1, 2025	\$39.27	\$40.06
3.25%	July 1, 2026	\$40.54	\$41.37
3.0%	July 1, 2027	\$41.76	\$42.61
ROAD WORKER V (MECHANIC)	July 1, 2024	\$39.68	\$40.47
3.5%	July 1, 2025	\$41.07	\$41.89
3.25%	July 1, 2026	\$42.40	\$43.25
3.0%	July 1, 2027	\$43.68	\$44.55


LETTER OF UNDERSTANDING #1
BETWEEN
THE CORPORATION OF THE COUNTY OF MIDDLESEX
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2018

RE: Seniority, Lateral Transfers & Winter Shift

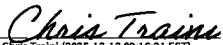
1. The Corporation shall post all vacancies as outlines in Article 8.01 (a). This shall include subsequent vacancies occurring as a result of a lateral transfer caused by the posting of the original vacancy.
2. Notwithstanding the provisions of the current collective agreement, the parties agree that for the duration of this collective agreement, the Employer when making a transfer to fill a permanent vacancy in another division, shall transfer the most senior applicant, providing the operational requirements of the Transportation Department can be met. Operational requirements shall include, but not be limited to skill, ability and qualifications required in the division, workforce planning requirements and the ability to work effectively with the current workforce at that location. Should the senior applicant not be transferred the employee may request, in writing, the reasons for not being transferred.
3. For winter shift operations, posting for afternoon shift shall be posted by division. Afternoon shifts shall be assigned to the most senior applicants who either is currently assigned to work in that division for the upcoming winter season or who worked in that division in the previous winter season, providing the operational requirements of the Transportation Department can be met, as per paragraph two.

Signed at London this 11th day of December, 2025.

FOR THE CORPORATION


Susan Clarke (2025-12-11 22:13:50 EST)

M. Avanic



Chris Traini (2025-12-12 09:16:31 EST)

Jarrett Hoglund




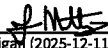
R. Jeldon

FOR THE UNION


Ryan Thompson (2025-12-13 09:14:07 EST)


Joel Haggith (2025-12-15 10:52:28 EST)


Bob Lalich (2025-12-13 09:44:10 EST)


Jim Milligan (2025-12-11 19:12:47 EST)


Noelle Racicot-Kelly (2025-12-17 08:10:15 EST)

LETTER OF UNDERSTANDING #2
BETWEEN
THE CORPORATION OF THE COUNTY OF MIDDLESEX
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2018

RE: Time Off


In accordance with the terms set out in Article 12 of the Collective Agreement:

Time off from December 1st to March 31st shall be taken either from the employee's overtime bank or vacation time bank at their discretion.

Time off from April 1st to November 30th shall be taken from the employee's vacation time bank until the total vacation time remaining is equal to or less than 42.5 hours (5 working days). Employees with 42.5 or less hours remaining in their vacation bank may use either vacation time or banked overtime for time off at their discretion.

Signed at London this 11th day of December, 2025.

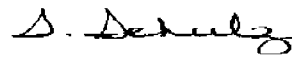
FOR THE CORPORATION


Susan Clarke (2025-12-11 22:13:50 EST)





Chris Traini (2025-12-12 09:16:31 EST)





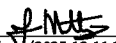


FOR THE UNION


Ryan Thompson (2025-12-13 09:14:07 EST)


Joel Haggith (2025-12-15 10:52:28 EST)


Bob Lalich (2025-12-13 09:44:10 EST)


Jim Milligan (2025-12-11 19:12:47 EST)


Noelle Racicot-Kelly (2025-12-17 08:10:15 EST)

LETTER OF UNDERSTANDING #3
BETWEEN
THE CORPORATION OF THE COUNTY OF MIDDLESEX
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2018

RE: Temporary Assignments – Expression of Interest (EOI) Process

The Corporation and the Union recognize the value of providing employees with opportunities to gain experience and develop their skills through temporary assignments within the Bargaining Unit, including but not limited to summer and winter Crew Leader positions. To promote fairness, transparency, and consistency, the Employer shall utilize an Expression of Interest (EOI) process when filling such temporary assignments.

This process applies to temporary assignments of a defined duration and does not apply to intermittent, casual, or short-term work assignments that arise on an as-needed basis.

1. (a) When temporary assignments or opportunities of greater than thirty (30) days become available, the Employer shall post a notice of Expression of Interest through the normal communication channels used for job postings.
- (b) The notice shall include the nature and duration of the assignment, the division in which the work is located, the required qualifications, and the deadline for submitting an expression of interest.
- (c) Employees wishing to be considered for the temporary assignment shall submit a written Expression of Interest via email by the stated deadline.
2. Selection shall be based on the following factors:
 - i. the employee's qualifications, skills, and experience related to the assignment.
 - ii. Where the factors in i) are relatively equal in the opinion of the Employer, seniority shall govern.
3. The Employer shall make every reasonable effort to ensure that opportunities for development are distributed fairly among qualified employees over time.
4. Upon completion of the selection process, the Employer shall communicate the name of the successful employee to all employees.

5. (a) Employees temporarily assigned to a higher-rated classification shall be paid at the appropriate rate of pay for that classification for the duration of the temporary assignment.
 - (b) Employees selected under this Article shall retain their regular employee status and benefits for the duration of the assignment unless otherwise specified in the collective agreement.
 - (c) Upon completion of the temporary assignment, the employee shall return to their former position without loss of seniority.
6. Where a temporary crew leader is needed to cover an absence, it shall be assigned in accordance with Article 7.04.

Signed at London this 11th day of December, 2025.

FOR THE CORPORATION

Susan Clarke
 Susan Clarke (2025-12-11 22:13:50 EST)

M. Ivanic

Chris Traini
 Chris Traini (2025-12-12 09:16:31 EST)

Jarrett Hoglund

D. Schulz

R. Jeldon

FOR THE UNION

R. Thompson
 Ryan Thompson (2025-12-13 09:14:07 EST)

joel Haggith
 joel Haggith (2025-12-15 10:52:28 EST)

Bob Lalich
 Bob Lalich (2025-12-13 09:44:10 EST)

Jim Milligan
 Jim Milligan (2025-12-11 19:12:47 EST)

Noelle Racicot-Kelly
 Noelle Racicot-Kelly (2025-12-17 08:10:15 EST)

LETTER OF UNDERSTANDING #4
BETWEEN
THE CORPORATION OF THE COUNTY OF MIDDLESEX
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2018

RE: Winter Reset Days for Winter Snowplow Operations

WHEREAS the parties recognize the importance of ensuring compliance with the *Highway Traffic Act, O. Reg. 555/06 - Hours of Service* requirements for employees operating commercial motor vehicles.

AND WHEREAS both the Employer and the Union wish to ensure that employees are provided adequate rest periods to promote safety, well-being, and compliance during winter control operations.

NOW THEREFORE, the parties agree to the following understanding:


1. The Corporation will comply with the requirements of the *Highway Traffic Act* and Ontario Regulation 555/06 - Hours of Service, or as amended, governing maximum on-duty hours, minimum off-duty periods, and cycle resets for employees operating commercial motor vehicles.
2. Where operationally feasible, the Corporation will endeavour to schedule work in a manner that allows employees to obtain the required off-duty and reset periods while maintaining operational readiness during winter control and related road operations.
3. No employee shall be required or permitted to work more than fourteen (14) consecutive hours without first receiving ten (10) consecutive hours off-duty.
4. When operational requirements allow and there is an opportunity for a reset day, the employee who has reached or exceeded the weekly maximum shall be provided the reset day in order to ensure compliance with the applicable Hours of Service regulations.
5. During reset periods, the employee shall not be required or permitted to perform any duties or operate a commercial vehicle except in circumstances set out below in section 4. There will be no loss of regular wages or benefits for employees who are on a reset period.
6. Where a reset day falls on a scheduled day off, the day shall be treated as a rest period and shall not attract additional compensation unless the employee is otherwise

scheduled to work or entitled to a premium under another Article of the Collective Agreement.

7. Employees may be required to report for duty during a reset period where there is a situation or impending situation of an imminent danger to life, property, or the environment, consistent with the exemption set out in O. Reg. 555/06. In these circumstances, affected employees will be compensated at the applicable regular or overtime rate.

Signed at London this 11th day of December, 2025.

FOR THE CORPORATION


Susan Clarke (2025-12-11 22:13:50 EST)


M. Avance



Chris Trainor (2025-12-12 09:16:31 EST)


Jarrett Hoglund



D. Schulz

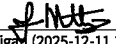

R. Galdon

FOR THE UNION


Ryan Thompson (2025-12-13 09:14:07 EST)


Joel Haggith (2025-12-15 10:52:28 EST)


Bob Lalich (2025-12-13 09:44:10 EST)


Jim Milligan (2025-12-11 19:12:47 EST)


Noelle Racicot-Kelly (2025-12-17 08:10:15 EST)


LETTER OF UNDERSTANDING #5
BETWEEN
THE CORPORATION OF THE COUNTY OF MIDDLESEX
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2018

RE: Loss or Suspension of Driver's Licence

Every employee who operates a motor vehicle on behalf of the Corporation shall be the holder of the necessary class of valid driver's licence. If it is lost or suspended, the employee shall report the loss or suspension to the Corporation immediately and comply with the loss or suspension. During the loss or suspension, every reasonable accommodation shall be made for the employee to be placed in a position where the holding of a driver's licence is not a requirement. If an accommodation cannot be made, the employee will be placed on an unpaid leave of absence. The Employer shall continue to pay benefits while the employee is on leave for the first 30-days. When the employee's driver's licence is reinstated, the employee shall be returned to their original classification.

Signed at London this 11th day of December, 2025.

FOR THE CORPORATION



Susan Clarke (2025-12-11 22:13:50 EST)

M. Ivanic

Chris Traini

Chris Traini (2025-12-12 09:16:31 EST)

Jarrett Hoglund

D. Schulz

R. Galdon

FOR THE UNION



Ryan Thompson (2025-12-13 09:14:07 EST)

joel Haggith

joel Haggith (2025-12-15 10:52:28 EST)

Bob Lalich

Bob Lalich (2025-12-13 09:44:10 EST)

J. Milligan

Jim Milligan (2025-12-11 19:12:47 EST)

Noelle Racicot-Kelly

Noelle Racicot-Kelly (2025-12-17 08:10:15 EST)