COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE COUNTY OF MIDDLESEX

middlesex county

&

CUPE AND ITS LOCAL 101.5

CUPE | Canadian Union of Public Employees

EXPIRY: December 31, 2029

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THIS AGREEMENT made this _____ day of _____ 2026.

BETWEEN: THE CORPORATION OF THE COUNTY OF MIDDLESEX
Hereinafter called the "**Employer**"
OF THE FIRST PART

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 101.5
Hereinafter called the "**Union**"
OF THE SECOND PART

WHEREAS in the interest of efficient conduct and administration of the County's affairs, it is desirable and necessary that they shall obtain harmonious relations between the County Council, the Heads of the Department and the 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 Employer and its Employees. It is the desire of both parties to co-operate in maintaining a satisfactory relationship between the Employer 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 Parties hereby covenant and agree as follows:

ARTICLE 1 – RECOGNITION & SCOPE

1.01 The Corporation recognizes the Union as the exclusive bargaining agent for all Employees of the Corporation working at the Head Office and all technical Employees of the Transportation Department save and except the Chief Administrative Officer, Directors, Managers, Fire Prevention Officer, Community Emergency Management Co-ordinator, Woodlands Conservation Officer/Weed Inspector, Network Technician, Library Technology Specialist, County Librarian, Building Maintenance Supervisor, and persons above such rank.

1.02 Students employed during the school vacation period, or for a specific work term not to exceed thirty-five (35) weeks, will be excluded from the bargaining unit providing they do not receive a rate of pay higher than the starting rate of the classification in which they are employed.

It is understood that students are supernumerary and their utilization will not result in the direct layoff of any Employee covered by this Agreement, nor will students be hired or used to fill established temporary or permanent positions within the bargaining unit.

1.03 Where required to maintain employment, members of CUPE Local 101 who work for the Transportation Department, may temporarily be assigned to a position within CUPE Local 2018, without loss of benefits or wages currently 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 101 Collective Agreement. No member of CUPE Local 2018 shall be displaced or laid off as a result of such assignment.

1.04 Where required to maintain employment, members of CUPE Local 2018, may temporarily be assigned to positions within CUPE Local 101, within the Transportation Department, without loss of benefits or wages currently 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 as a result of such assignment.

ARTICLE 2 – UNION SECURITY & CHECK OFF

2.01 All present Employees shall become or remain, as the case may be, members of the Union and all persons who may hereafter become Employees covered by this Agreement, shall become members and shall maintain such membership as a condition of continuing employment.

2.02 Once each month so long as this Agreement continues to operate, the Employer will 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 Employer in writing of the amount of such dues or such part thereof from time to time.

2.03 All sums deducted pursuant to this Article shall be remitted by the Employer to the Treasurer of the Union not 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.

2.04 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, vacation entitlement, 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.

2.05 The Employer shall notify the Union forthwith of all resignations, retirees, leave of absence (type of the leave), and terminations of employment and of all newly hired Employees.

2.06 The Union shall indemnify and save the Employer harmless from and against all claims and demands brought or made against the Employer by an Employee as a result of the deduction and remittance by the Employer to the Union of dues pursuant to this Article; provided that this section does not apply to the request by the Union for correction and adjustment of any error in the deduction or remittance of Union dues.

2.07 The Employer will 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, or Vice-President of the Local. The Steward or Vice-President will be allowed a thirty (30) minute interview (without loss of pay) with the new Employee at which the Union will provide to the new Employee a copy of the Collective Agreement.

ARTICLE 3 – MANAGEMENT FUNCTIONS

3.01 The Union recognizes the rights conferred upon the Employer by Statute and the rights of the Employer to hire, promote, demote, transfer, suspend or otherwise discipline or discharge an Employee for proper cause; provided that a claim if 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 provisions of Article 13 of this Agreement.

3.02 The Union further recognizes the undisputed right of the Employer 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 Employer. The Employer also has the right, and the Union recognizes it, to make and alter, from time to time, the rules and

regulations to be observed by the Employee, which rules and regulations shall not be contrary to the provisions of this Agreement.

3.03 The Employer 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 Article and are subject to the rights of the Union and/or the Employee concerned to lodge a grievance in the manner and to the extent herein provided.

3.04 The Employer agrees that it will act in a manner consistent with the provisions of this Agreement and will not act in an arbitrary, discriminatory, unfair, or unreasonable manner.

ARTICLE 4 – NO DISCRIMINATION, VIOLENCE, OR HARASSMENT

4.01 All Employees agree to give their best efforts at all times to the performance of their work and will not in any circumstances delay, shirk, or cause delay to any work through grievances but will carry on with their work while any grievance is being investigated. Department Heads will not discriminate against any Employee who has requested investigation into an alleged grievance, and all parties hereto will at all times extend the fullest co-operation to one another in order that the assigned work shall be carried on efficiently and economically.

4.02 The Employer and the Union agree, on both their parts, that there shall be no discrimination, interference, restriction, or coercion exercised or practiced, as defined under the *Ontario Human Rights Code*, 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 age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, nor by reason of the Employee's membership or activity in the Union or for any other reason.

4.03 The Employer endorses the right of every Employee to work in an environment free from violence, and harassment, and to provide Employees with a process for resolving violence, and 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) and Workplace Violence Prevention Policy.

4.04 The Employer and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health and Safety Act* shall apply to all Employees. Any greater right or benefit contained in these acts shall prevail.

4.05 The Employer shall maintain a policy with respect to Workplace Violence and Workplace Harassment in consultation with the Joint Health and Safety Committee (JHSC), which shall be in compliance with the *Occupational Health and Safety Act*, as amended from time to time.

4.06 In accordance with the *Occupational Health and Safety Act*, the Employer shall ensure that an investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances. Where appropriate, interim measures appropriate in the circumstance shall be taken while the complaint and/or incident is being investigated.

ARTICLE 5 – UNION REPRESENTATION

5.01 Subject to Article 5.02

(a) The Employer recognizes the right of the union to appoint or otherwise select three (3) shop stewards from the bargaining unit, one (1) of which shall be the Unit Chair.

(b) Such Stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate Manager or designate. Such permission shall not be unreasonably denied. If, in the performance of their duties, Stewards are required to enter an office within the Employer's business in which they do not ordinarily work, they shall upon immediately entering such office report their presence to the on-site Manager/designate. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate Manager/designate.

In accordance with this understanding, Stewards who are granted time off during their regular work period to adjust a grievance or grievances, or meet with Employer representatives on union business, will not suffer any loss of regular pay or benefits for the time spent and shall be paid for such time at their regular rate, the combined total of which shall not exceed their regular daily hours of work.

The Union shall notify the Employer in writing the names of the Stewards at the time of their appointment.

The Stewards shall have the right at any time to have the assistance of the representatives of the Canadian Union of Public Employees and/or the Executive of Local 101 when dealing or negotiating with the Employer. Such representatives may assist in the settling of grievances.

(c) Union/Management Committee

Both the Employer and the Union will appoint representatives to a Union/Management Committee. The Union shall be entitled to a maximum of three (3) members, one of whom shall be the 2nd Vice-President Sub-Unit or designate with the local. They may also have the assistance of the CUPE National Representative as an advisor if so requested by the Union. The Employer may have the same number of representatives as the Union. Employees on the committee shall be regular Employees of the Employer during their time on this committee. The Union shall notify the Employer of the names of the committee members at the time of their appointment.

The committee shall meet at least two (2) times per year or as needed. Either party may add an additional meeting should it be necessary. Where possible an agenda will be exchanged in writing at least five (5) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record/minutes shall be provided to the Committee members.

The function of this committee shall be to discuss matters of mutual concern but it is understood and agreed that the Committee will not discuss grievances.

In accordance with this understanding, the members of the Committee who are granted time off during their work day to attend the Union/Management committee meetings will not suffer any loss of regular pay or benefits for the time spent and shall be paid for such time.

(d) Negotiating Committee

Before each Collective Agreement renewal date both the Employer and the Union will appoint representatives to a Collective Agreement Bargaining Committee. The Union shall be entitled to appoint up to a maximum of three (3) Union members, including the CUPE National Representative and the 2nd Vice-President Sub-Unit or designate for Local 101. The Employer may have the same number of representatives as the Union. Employees on the Negotiating Committee shall be permanent Employees of the county. The Employer will recognize and bargain with the said committee for the purposes of negotiations for the renewal of the Collective Agreement. The Parties shall notify each other in writing of the names of the members of the Negotiations Committee at the time of their appointment.

Employees representing the Union on the said committee shall not suffer any loss of regular pay or benefits for time spent on negotiations with the Employer up to and including conciliation.

Additionally, each representative of the Union will be allowed a maximum of two (2) working days, without loss of pay or benefits, to prepare for negotiations.

5.02 The Employer will not be required to recognize or deal with Employees on the Committee in Article 5.01 unless those Employees have acquired seniority under Article 6 and the Union has notified the Director of Human Resources in writing of the names of such Employees from time to time.

5.03 No Employee shall leave their work on Union business without first notifying their immediate Manager, or in their absence, the acting Manager and being given permission to do so. Such permission shall not be unreasonably withheld.

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

5.05 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 Director of Human Resources and the 2nd Vice-President Sub-Unit or designate of the Union.

5.06 (a) A Union Management Committee shall be established consisting of not more than two (2) members of the Bargaining Unit as chosen by the Union and not more than two (2) representatives of the Employer as chosen by the Employer. Necessity for a meeting will be indicated by a letter from one party to the other containing an agenda of the subjects to be discussed. The parties will 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 5.06 (a) of this Agreement.

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

5.07 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, discipline, discharge, or any matter that may detrimentally affect the Union's ability to represent the Employees.

5.08 Stewards will be paid mileage for any travel for the purpose of attending a grievance or Union matter.

ARTICLE 6 – SENIORITY

6.01 (a) As used in this Agreement

"Seniority" for full-time Employees means the length of continuous service with the Employer, within the bargaining unit, calculated from the date upon which the Employee last commenced employment with the Employer.

(b) Seniority for part-time Employees shall accumulate on the basis of two thousand and eighty (2080) hours being equal to full-time equivalent for Employees who work forty (40) hours per week and one thousand eight hundred and twenty (1820) hours being equal to a full-time equivalent for Employees who work thirty-five (35) hours per week.

(c) Where an Employee has both part-time and full-time seniority, their hours accumulated as part-time seniority shall be added to their full-time seniority for purposes of determining seniority shall start from the day they commenced their temporary employment if there has been no break in service.

6.02 A new Employee who is not a current Employee of the Employer shall be considered a probationary Employee until the Employee has completed one hundred and twenty (120) calendar days of services. (Five hundred and sixty (560) hours or eighty (80) shifts in the case of part-time Employees). After which the Employee's name shall be placed on the seniority list mentioned in Article 6.03 and their seniority shall date back to the date of the Employee's last hiring.

The termination of a probationary Employee for reasons based on performance, skills and ability to do the job shall not be subject to a grievance or arbitration unless the probationary Employee is terminated for:

i) reasons which are arbitrary, discriminatory, or in bad faith;
ii) exercising a right under this Agreement; or
iii) reasons that are contrary to any relevant legislation.

The probationary period may be extended subject to mutual agreement of the Employer and the Union. The probationary Employee shall have their work performance evaluated at sixty (60) days of employment.

6.03 The Employer will maintain a seniority list showing each Employee's name, hire date, seniority stated in years to three (3) decimal points and, will distinguish temporary Employees. In January of each year the Employer will revise the seniority list and will deliver copies to the Union. Complaints about the accuracy of a seniority list will 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.

6.04 Seniority shall be the determining factor in cases of promotions in a department for more than one (1) day; provided the Employee or Employees who are affected have the skill, ability and qualifications to do the work in question.

6.05 An Employee who is absent from work due to illness for less than twenty-four months (24) (which may be extended for further periods of time) or who is on approved leave of absence for service in the Armed Forces shall continue to accumulate seniority during the period of such absence or service.

6.06 All seniority rights of an Employee shall cease for any one (1) of the following reasons:

- they resign. An Employee shall have a right to rescind their resignation within twenty-four (24) hours;
- they are discharged and not reinstated through the Grievance or Arbitration Procedures;
- they fail to return from leave of absence without notifying the Employer at least twenty-four (24) hours prior to the date of the expiry of the leave of absence, provided such notification is reasonably possible;
- they are absent from work without permission for five (5) or more consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the Employee's control;
- they retire. An Employee shall have a right to rescind their retirement within twenty-four (24) hours.

6.07 If an Employee is promoted to a temporary position outside the bargaining unit, the leave shall not exceed twelve (12) consecutive months. The Agreement shall be in writing as a Letter of Agreement between the parties. During this period of leave, the Employee shall continue to pay union dues based on the rate of pay in the new position. If the Employee returns to the bargaining unit within twelve (12) consecutive months, they shall retain their seniority accumulated up to the date of leaving the bargaining unit and shall resume accumulation of seniority from the date they return to the bargaining unit. For clarity, the Employee shall not accumulate any seniority during the leave. If the Employee does not return to the bargaining unit within twelve (12) consecutive months, the Employee shall forfeit all Collective Agreement rights, including accumulated seniority and shall no longer be a member of the bargaining unit. Such leave may be extended beyond twelve (12) consecutive months with mutual agreement between the parties, in writing, in the form of a Letter of Agreement.

If the Employee returns, they shall be placed in a job which, where possible, will 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 7 shall not apply to such placement.

ARTICLE 7 – STAFF CHANGES, ADDITIONS & PROMOTIONS

7.01 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 Employer proposes to fill such vacancy the following shall apply:

The Employer shall, within five (5) business days, distribute to the work email and an Employee's personal email, if provided by the Employee, a notice of the new position or permanent or temporary vacancy in all departments of the Employer for a period of five (5) working days, excluding the date of posting. The notice will contain the name of the Department, a summary of the job description for the position, the number of Employees required to fill the position, the salary range or rate of pay and the name of the official to whose attention applications are to be directed.

The Employer may advertise simultaneously when posting only where it believes no current Employee has the skills, abilities and qualifications for the new or vacant position. An Employee who is covered by this agreement shall be reviewed and considered first before filling the posted vacancy. Seniority shall be the determining factor where the skill, ability and qualifications including education and experience to do the work are relatively equal for the Employee to be placed in the new position or the permanent or temporary vacancy as the case may be. External applicants shall be considered only when no qualified internal applicant applies.

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 any Employee. Temporary vacancies under this Article are those which are expected to last thirty (30) days or longer.

When an incumbent of a particular position has 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 Employer may declare said position vacant prior to twenty-four (24) continuous months upon mutual agreement with the Union. Should the Employer decide to fill such vacancy, it shall be posted in the normal fashion.

7.02 (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 7.01 and shall set out their qualifications in their application. Any successful applicant will be selected within a reasonable time after such posting as follows:

- Each applicant, if any, will be considered in accordance with the requirements of Article 6.04 and Article 7.01.

- In the event that there is no applicant or no successful applicant from the bargaining unit, the Employer may then fill the permanent vacancy from outside the bargaining unit.

- Whenever any permanent vacancy is filled, a notice containing the name of the Employee promoted or the name of the newly hired Employee, the position in question and the effective date of appointment shall be distributed, as per Article 7.01, for not less than five (5) working days and a copy of the notice shall be forwarded to the 2nd Vice-President Sub-Unit or designate of the Union as soon as practically possible following such appointment; provided the Employee shall, subject to Article 7.03 be paid the applicable rate for such position commencing on the date the Employee was required to assume the duties thereof.

(b) If no one is placed pursuant to Article 7.03 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.

7.03 (a) The successful Employee under Article 7.01 will be placed in the permanent vacancy for a trial period not exceeding forty (40) working days and if they have proved satisfactory, they will then be confirmed in their 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 to be returned to their previous position, they will 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 has been promoted or transferred by reason of such placing.

(b) If the said senior Employee or an applicant is returned to their former position under this Article, the Employer will give consideration to those Employees who were unsuccessful applicants for the initial vacancy and should the Employer place any such Employee in the permanent vacancy, paragraph (a) of this Article shall apply.

7.04 (a) **Layoff and Recall**

Whenever it becomes necessary to reduce the working forces, it is understood that part-time Employees will be laid off in the department where the layoff is effective. Thereafter, full-time Employees shall be laid off in reverse order of Employer seniority provided any Employee may exercise seniority in an equal or lower classification in which they are qualified for the purpose of displacing other Employees having less seniority. The Employer shall notify the Union, in writing, of any layoffs. The Employer and the Union shall meet within fifteen (15) working days of the notification. The Employer shall provide the rationale for the layoff and expected duration. The Employer shall notify the Employees who are to be laid off twenty-five (25) working days prior to the effective date of layoff. If the Employee has not had the opportunity to work the days as provided in this Article,

they 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 Employer shall not hire any new Employees in priority thereto, in any classification in which such laid off Employees are qualified. It is understood that the twenty-five (25) working day notice period shall not apply to part-time or temporary Employees.

(b) Employees who are laid off will remain on the seniority list for a period of eighteen (18) months. If, during that period they are recalled to work, they must signify their intention to do so within five (5) working 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 ten (10) working 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 their last address on record with the Employer. The delivery date record of the post office will 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 was sent.

(c) Any full-time 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 they pay 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 aforesaid, the Employee's participation in these plans shall be terminated forthwith.

ARTICLE 8 – REMUNERATION

8.01 The scale of remuneration set out in Schedule A hereto shall apply during the term of this Agreement.

8.02 No amendments or charge in the rates or classifications in Schedule A shall become effective until agreed upon by the parties hereto.

8.03 Where an Employee is temporarily replacing another Employee in a higher classification as a result of being temporarily assigned the principle duties of a higher classification, for a period of more than one (1) day, then the Employee will be paid at the rate in the temporary classification which gives an increase in wage immediately above the Employee's own, retroactive to the first day of the temporary assignment.

8.04 When a pay day falls on a paid holiday the Employee shall receive their pay the day preceding the paid holiday.

8.05 When an Employee is permanently promoted to a position in a higher classification, the rate shall be the next higher rate which represents a minimum of four percent (4%) increase in the new classification.

8.06 The Employer shall reimburse an Employee for their payment of membership or registration fees to an organization or governing body when the payment of such fees is a legislated requirement for the continuation of the performance of their position.

8.07 New employees with three (3) or more years of relevant full-time experience, may be assessed by the Employer to determine the appropriate relevant salary, which shall not exceed the Schedule A Year 3 Wage Rate. Previous experience may be recognized by the Employer upon verification of the relevant documentation. The Employer shall notify the Union, in writing, no later than five (5) working days, of any newly hired employee that is being placed at a higher wage rate then the starting rate set out in the Collective Agreement, including the wage rate they are being placed at on the scale of remuneration.

ARTICLE 9 – HOURS OF WORK, OVERTIME, CALL OUT, & MEAL ALLOWANCE

9.01 For technical Employees in the Transportation Department, a normal work week shall be forty (40) hours consisting of eight (8) hour work days from Monday to Friday inclusive, commencing no earlier than 7:30 am and ending no later than 5:00 pm, with one-half (1/2) hour off for lunch.

9.02 For all other Employees, a normal work week shall be thirty-five (35) hours consisting of seven (7) hour work days from Monday to Friday inclusive, commencing no earlier than 8:00 am and ending no later than 5:00 pm, with one (1) hour off for lunch.

9.03 Lunch hours may be on a staggered basis as arranged by the Department Head. Except in cases of emergency, no Employee's lunch hour shall commence later than five (5) hours after the start of their shift. Proper accommodation shall be provided for Employees to have their meals.

9.04 (a) The expression 'overtime' shall mean any period worked outside a normal work day as defined above or outside of thirty-five (35) hours or forty (40) hours as the case may be in any calendar week.

(b) Overtime for part time Employees shall be paid for all hours worked in excess of their normal daily scheduled shift and for all hours worked in excess of their work week.

9.05 An Employee who is required to work overtime or on a holiday, as the case may be, shall be paid as follows:

a) On a normal work day (Monday to Friday) – time and one-half;
b) On a regular scheduled day off or Saturday – time and one-half;

c) On a Sunday – double time;
d) On a Holiday – double time in addition to holiday pay;
e) Be given optional time off at a mutually agreeable time at the applicable overtime rate.

9.06 No Employee shall work overtime unless authorized by a Department Head or their designate.

9.07 The Manager and or Department Head may, in their discretion, allow time off to any Employee when the Employee requests casual time off for a particular purpose provided the Employee agrees to make up the time on an hour for hour basis. Such time off shall not be utilized to extend annual vacation or either create or circumvent payment of overtime.

9.08 Employees called to work outside of their normal working hours shall be paid a minimum of three hours at the applicable overtime rate as above. The three (3) hour minimum shall not apply in those cases where an Employee is called out early immediately prior to and in conjunction with the normal starting time.

9.09 Any Employee covered by this Agreement who is required to work at least two (2) hours overtime on a regularly scheduled shift or at least four (4) hours on a regular day off, shall be entitled to a meal allowance of thirteen ($13.00) dollars. Each additional four (4) hours of work will thereafter entitle the Employee to an additional meal allowance of thirteen ($13.00) dollars.

Effective September 5, 2026, the following Article shall replace the Article above.

9.09 Any Employee covered by this Agreement who is required to work at least two (2) hours overtime on a regularly scheduled shift or at least four (4) hours on a regular day off, shall be entitled to a meal allowance of fifteen dollars ($15.00). Each additional four (4) hours of work will thereafter entitle the Employee to an additional meal allowance of fifteen dollars ($15.00).

9.10 An Employee shall be entitled to a fifteen (15) minute break period in the morning and in the afternoon, the time of taking such break to be at the discretion of the Department Head.

9.11 **Hours of Work, Overtime, & Call-In for Information Technology**

For Employees in the Information Technology (IT) Department, Article 9.02, Article 9.04 (a) and Article 9.08 shall not apply as written.

For IT Employees the normal hours of work will be forty (40) hours per week averaged over a two (2) week period. This may include occasional scheduled Saturday, Sunday or evening work.

Overtime will be earned at the applicable overtime rate after forty (40) hours in a week averaged over a two (2) week period. Scheduled hours of work in one (1) week will not exceed forty-eight (48) hours.

IT Employees will be required to be "on-call" after regular hours on a weekly rotational basis. The on-call Employees will be scheduled to work thirty-five (35) hours during their on-call week and be paid forty (40) hours as compensation for being on-call. In addition, effective January 1, 2027, IT Employees shall receive one hundred dollars ($100.00) for their "on-call" week, and one hundred and twenty-five dollars ($125.00) for any "on-call" weeks that include paid holiday(s) in accordance with Article 10.

Where IT Employees perform work by remote access, they will be paid the appropriate overtime rate for work done in fifteen (15) minute increments.

Where an IT Employee must attend a work location after hours, they will be paid as per Article 9.05.

ARTICLE 10 – HOLIDAYS

10.01 (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	LABOUR DAY
FAMILY DAY	THANKSGIVING DAY
GOOD FRIDAY	REMEMBRANCE DAY
VICTORIA DAY	CHRISTMAS DAY
CANADA DAY	BOXING DAY
CIVIC HOLIDAY	HOLIDAY CLOSURE
EASTER MONDAY	LIEU DAY

(b) Part-time Employees will receive pay on the above named holidays equal to the pay they would have received on that day had they worked.

10.02 (a) In addition to the foregoing, the working day preceding Christmas Day shall constitute an additional half (1/2) day paid holiday commencing at 12:00 p.m. and shall be paid at the Employee's normal rate of pay. This half (1/2) working day shall be observed on the working day preceding the respective holiday except when Christmas Day falls on a Saturday, Sunday or Monday, in which case the half (1/2) day paid holiday will be observed on the preceding Friday afternoon.

(b) A part-time Employee not scheduled to work on the above half-holiday will not be paid for that half-holiday. A part-time Employee scheduled to work during the period of the half-holiday will be paid for the hours they would normally have worked during that period.

10.03 Whenever any of the above holidays fall 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.

10.04 Subject to Article 10.03, Employees who are required to work on any of the said holidays shall be paid in accordance with Article 9.05.

10.05 **Holiday Season Closure**

(a) The Employer shall observe an annual closure during the Holiday Season commencing at the end of the scheduled workday on the last business day prior to December 25 and ending at the start of the first scheduled workday following January 1.

(b) All regular full-time and part-time employees shall receive their regular pay for each day within the closure period that falls on their normal working day, and such days shall be deemed paid holidays.

(c) To qualify for paid holiday status during the closure, employees must be actively employed on their last scheduled workday prior to the closure and on their first scheduled workday following the closure, unless absence is due to an approved leave.

ARTICLE 11 – VACATIONS

11.01 An Employee who has less than one (1) year seniority (as defined in Article 6.01) shall be entitled to one (1) day's vacation with pay for each completed month of service up to a maximum of ten (10) working days with pay.

Effective January 1, 2027, the following Article shall replace the Article above.

11.01 An Employee who has less than one (1) year seniority (as defined in Article 6.01) shall be entitled to one and one-quarter (1.25) day's vacation with pay for each completed month of service up to a maximum of thirteen and three-quarters (13.75) working days with pay.

11.02 An Employee with:

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

(b) 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) 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) 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) years 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) an Employee may not take more than three (3) consecutive weeks of vacation without approval by Management.

Effective January 1, 2027, the following Article shall replace the Article above.

11.02 An Employee with:

(a) one (1) year but less than five (5) years of seniority shall be entitled to a vacation of three (3) weeks with pay in that year;

(b) five (5) years but less than twelve (12) years of seniority shall be entitled to a vacation of four (4) weeks with pay in that year;

(c) twelve (12) years but less than twenty (20) years of seniority shall be entitled to a vacation of five (5) weeks with pay in that year;

(d) twenty (20) years or more years of seniority shall be entitled to a vacation of six (6) weeks with pay in that year;

(e) an Employee may not take more than three (3) consecutive weeks of vacation without approval by Management.

11.03 (a) Part-time Employees in Maintenance, Clerical, or Community Service categories of Schedule A shall be paid in lieu of vacation and have a maximum allowance of unpaid leave as follows:

Up to 5,460 hours	4%	2 weeks
Up to 14,560 hours	6%	3 weeks
Up to 27,300 hours	8%	4 weeks
Up to 41,860 hours	10%	5 weeks
Greater than 41,860 hours	12%	6 weeks

(b) Part-time Employees in the Technical and Information Technology categories of Schedule A shall be paid in lieu of vacation and have a maximum allowance of unpaid leave as follows:

Up to 6,240 hours	4%	2 weeks
Up to 16,640 hours	6%	3 weeks
Up to 31,200 hours	8%	4 weeks
Up to 47,840 hours	10%	5 weeks

Greater than 47,840 hours	12%	6 weeks

(c) Temporary, casual and student Employees in addition to their regular rate shall receive an additional four percent (4%) in lieu of vacation pay for those with less than five (5) years of service, and six percent (6%) in lieu of vacation pay for those with five (5) or more years of service.

Effective January 1, 2027, the following Article shall replace the Article above.

11.03 (a) Permanent Part-time Employees in Maintenance, Clerical, or Community Service categories of the Schedule A shall be paid in lieu of vacation and have a maximum allowance of unpaid leave as follows:

Up to 9,100 hours	6%	3 weeks
Up to 21,840 hours	8%	4 weeks
Up to 36,400 hours	10%	5 weeks
Greater than 36,400 hours	12%	6 weeks

(b) Permanent Part-time Employees in the Technical and Information Technology categories of Schedule A shall be paid in lieu of vacation and have a maximum allowance of unpaid leave as follows:

Up to 10,400 hours	6%	3 weeks
Up to 24,960 hours	8%	4 weeks
Up to 41,600 hours	10%	5 weeks
Greater than 41,600 hours	12%	6 weeks

(c) Temporary, casual and student Employees in addition to their regular rate shall receive an additional four percent (4%) in lieu of vacation pay for those with less than five (5) years of service, and six percent (6%) in lieu of vacation pay for those with five (5) or more years of service.

11.04 An Employee's vacation shall be taken in the year in which it is earned and shall not be carried forward to the following year except with the consent of their Department Head, which consent shall not be unreasonably withheld. Where an Employee has carried vacation forward as a result of leave (e.g. Pregnancy/ parental leave), they may use seniority to schedule their first two (2) weeks of carried over vacation, after that it will be scheduled with mutual consent of the Employee and the Department Head. It is understood that where possible, any earned vacation shall be utilized prior to the beginning of the leave.

11.05 If any of the holidays or half holidays, referred to in Article 10 are observed during an Employee's vacation they shall be granted one (1) additional day's or one-half (1/2) day's (as the case may be) vacation with pay for each such holiday or half holiday.

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

11.07 Whenever practical, the Employee's vacation shall be allowed to them during the period commencing April 15 and ending October 15 in each year. Any vacation requests not falling between April 15 and October 15 will be considered and will not be unreasonably denied.

Vacation requests not falling between April 15 and October 15 will not be scheduled according to seniority, but will be allocated by earliest date of request. Response to such requests will be provided within ten (10) business days.

Except under extenuating circumstances, as determined by the Department Head, a vacation will not be approved for a date exceeding twelve (12) months from the date of the request.

Effective November 1, 2026, the following Article shall replace the Article above.

11.07 All vacation requests shall be approved by the Department Head/Manager or designate. Vacation requests shall be received between November 1st and November 15th of each year and approved by November 30th for the following vacation year on the basis of seniority. Requests submitted after November 15th will be considered in accordance with the approved vacation schedule on a first come, first served basis. Responses to such requests shall be provided within ten (10) working days. When preparing annual vacation schedules the Employer, subject to its right to maintain a qualified workforce, no vacation request shall be unreasonably denied.

Except under extenuating circumstances, as determined by the Department Head, a vacation will not be approved for a date beyond the following vacation year.

On October 1st of each calendar year the Employer shall provide notification to all employees of the process outlined within this Article.

11.08 On or before the 15th day of January in each year, the Corporation will circulate lists so that each Employee may write in their choice of vacation dates. Such list will be completed and submitted to the Employer by February 1st in each year. When preparing the annual vacation schedule, the Corporation shall, subject to its rights to maintain a qualified working force give the choice of vacation dates to Employees with the greatest seniority. The vacation schedule shall be completed on or before the 20th day of February in each year and then completed copies shall be posted on the bulletin boards and provided electronically in the department concerned for the information of the Employees.

Effective November 1, 2026, the following Article shall replace the Article above.

11.08 The approved vacation schedule shall be completed on or before November 30th for the following year. No later than November 30th copies shall be posted on the bulletin boards and provided electronically in the department concerned for the information of the Employees.

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

11.10 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 the Employee's vacation commences.

11.11 Should an Employee become ill or be hospitalized for a period of at least three (3) days, or there is a death as per Article 19.02 (a) or (b), the Employee shall be able to substitute sick or bereavement leave for such vacation and take the vacation entitlement at a later date.

Verification for the need for such leaves is required by the Employer and the vacation entitlement shall be taken at a time mutually agreeable to the Employee and the Employer.

11.12 Should an Employee cease their employment during the course of a given year, they will be entitled only to the pro-rated amount of vacation and pay they would have earned to the point of their termination.

11.13 **Effective January 1, 2027, the following shall apply:**

Within sixty (60) days of hire, new employees may be entitled to vacation credits at the rate enjoyed immediately prior to being hired by the County of Middlesex, based on their vacation credits with their previous employer, to a maximum of four (4) weeks, or vacation entitlement in accordance with Article 11.01, whichever is greater. Documentation provided, in writing, shall be required to support such entitlement.

The Employee will progress in accordance with Article 11.02 with a vacation credit provided for the point on the vacation entitlement schedule at which the negotiated vacation entitlement is normally earned. The vacation credit is provided for vacation entitlement purposes only.

ARTICLE 12 – EMPLOYEE BENEFIT PLAN & WELLNESS

12.01 (a) All full-time Employees, including their eligible dependents, shall be covered for the following benefits and the Employer's share of the premiums will be as indicated:

- Extended Health Care Plan (no deductible) 100%
- Nine dollars ($9.00) cap on dispensing fee.
- One (1) Prostate-Specific Antigen (PSA) test will be paid for once (1) every two (2) years capped at thirty dollars ($30.00).
- Paramedical – The Employer will pay one hundred percent (100%) of the coverage for a Chiropractor, Massage Therapist, Osteopath, Naturopath, Podiatrist, Chiropodist, Acupuncture, Physiotherapist, Speech Therapist, Registered Dietitian, Nutritional Counsellor, Occupational Therapist, Psychologist, Social Worker, Psychotherapist, Psychiatrist, to a maximum of One thousand five hundred dollars ($1500.00) per person per year. This is a blanket policy allowing the Employee to choose the allocation of the funds to the maximum indicated.

Dental Care Preventative Plan 90%

- The current Year's Ontario Dental Association (ODA) Fee Guide for general dental practitioners.
- Plan includes provision for nine (9) month recall, six (6) month recall for dependents eighteen (18) years of age or under
- Major restorative 100%
    - Two thousand dollars ($2,000.00) annual maximum per family member.
    - Fifty/fifty (50/50) co-insurance
- Orthodontics
    - Dependent children only. 100%
    - Two thousand dollars ($2,000.00) lifetime maximum
    - Fifty/fifty (50/50) co-insurance

Long Term Disability Plan 100%

- Sixty-six (66) two thirds' percent (2/3%) of monthly earnings. See Appendix A
- Benefit is integrated with CPP and Workers' Compensation
- Benefit commences after sixteen (16) weeks and will continue until age sixty-five (65) or until the Employee is back to work

Group Life Insurance 100%

- One and one half (1 1/2x) Employee's earnings
- Where an Employee has been covered by the plan for five (5) years, and upon termination of employment, insurance can be converted to a personal policy regardless of health conditions.

Accidental Death and Dismemberment 100%

- One and one half (1 ½ x) Employee's earning

Dependent Life Insurance 100%

- Spouse two thousand five hundred dollars ($2,500.00).
- Children one thousand dollars ($1,000.00).

Vision Care 100%

- Four hundred and fifty dollars ($450.00) every twenty-four (24) months per person.
- Benefit may be applied to laser eye surgery
- The Employer shall pay the cost of one (1) optometric eye examination or one (1) refraction every twenty-four (24) months per person, capped at one hundred and ten dollars ($110.00). This benefit may be applied to an eye examination at a laser eye clinic

All plans are subject to the Employee Benefit Booklet, and the Employer shall provide and administer the plans through the insurer(s). The Employer exclusively has the right to select new insurer(s) provided that the new insurer(s) maintain equal or better coverage.

The Employer shall supply benefit booklets, with appropriate amendments, to new Employees at the time of enrolment and thereafter on reasonable request. The Employer shall provide Employees with amendments to the benefit booklet when changes have been made. The Employer will provide the Union with a copy of the Group Benefits Application for Amendment and a copy of the updated benefit booklet as soon as it is available.

(b) Part-time, temporary and casual Employees, excluding student Employees, in addition to their regular hourly rate, shall receive an additional thirteen percent (13%) in lieu of benefits as outlined in Article 12.01(a) and Article 12.02. Part-time, temporary, and casual Employees, excluding student Employees, who elect to join OMERS shall have their pay in lieu of benefits reduced by the amount of the Employer's contribution to OMERS.

(c) Employees who elect to take early retirement and have obtained the ninety/eighty-five (90/85) factor as defined by OMERS may continue to participate in the County benefit plan to age sixty-five (65) excluding Long Term Disability (LTD) and travel, providing the Employee pays fifty percent (50%) of the monthly premium costs quarterly (1/4) in advance.

(d) Employees who continue to work past age sixty-five (65) shall continue to be enrolled in the County benefit plans as described in this Article with the following exceptions:

- No Long Term Disability (LTD) shall be provided
- Accidental Death and Dismemberment (AD&D) shall cease at seventy (70)
- Group Life Insurance ceases at age seventy (70)

(e) It is agreed that the Employer shall maintain an Employee's Benefit program for one (1) month while the Employee is on an approved unpaid leave of absence and thereafter shall continue to maintain the program with the understanding that the Employee shall be responsible to reimburse the Employer the cost to maintain their continued benefits for the succeeding months for a period of no more than twelve (12) months.

In the event of injury or illness, the Employer shall maintain the benefit program for a period of twenty-four (24) months.

Effective January 1, 2027, the following Article shall replace the Article above.

12.01 (a) All full-time Employees, including their eligible dependents, shall be covered for the following benefits and the Employer's share of the premiums will be as indicated:

Extended Health Care Plan (no deductible) 100%

- Eleven dollars ($11.00) cap on dispensing fee.
- One (1) Prostate-Specific Antigen (PSA) test will be paid for once (1) every two (2) years capped at fifty dollars ($50.00).
- One (1) Cancer Antigen 125 test (CA125) per person per Laboratory Requisition Form.
- Paramedical – The Employer will pay one hundred percent (100%) of the coverage for a Chiropractor, Massage Therapist, Osteopath, Naturopath, Podiatrist, Chiropodist, Acupuncture, Physiotherapist, Speech Therapist, Registered Dietitian, Nutritional Counsellor, Occupational Therapist, Psychologist, Social Worker, Psychotherapist, Psychiatrist, Marriage and/or Family Therapist, to a maximum of One thousand eight hundred dollars ($1800.00) per person per year. This is a blanket policy allowing the Employee to choose the allocation of the funds to the maximum indicated. No physician's referral required for any of the above.
- Orthotics - Two (2) pairs per calendar year, eight hundred dollars ($800.00) total, five hundred dollars ($500.00) maximum per pair.

Dental Care Preventative Plan 90%

- The current Year's Ontario Dental Association (ODA) Fee Guide for general dental practitioners.
- Plan includes provision for nine (9) month recall, six (6) month recall for dependents eighteen (18) years of age or under.
- Major restorative 100%

  - Two thousand dollars ($2,000.00) annual maximum per family member.
  - Fifty/fifty (50/50) co-insurance.
- Orthodontics
  - Dependent children only. 100%
  - Two thousand dollars ($2,000.00) lifetime maximum.
  - Fifty/fifty (50/50) co-insurance.

Long Term Disability Plan 100%

- Sixty-six (66) two thirds' percent (2/3%) of monthly earnings. See Appendix A
- Benefit is integrated with CPP and Workers' Compensation.
- Benefit commences after sixteen (16) weeks and will continue until age sixty-five (65) or until the Employee is back to work.

Group Life Insurance 100%

- One and one half (1 1/2x) Employee's earnings.
- Where an Employee has been covered by the plan for five (5) years, and upon termination of employment, insurance can be converted to a personal policy regardless of health conditions.

Accidental Death and Dismemberment 100%

- One and one half (1 ½ x) Employee's earnings.

Dependent Life Insurance 100%

- Spouse two thousand five hundred dollars ($2,500.00).
- Children one thousand dollars ($1,000.00).

Vision Care 100%

- Five hundred and fifty dollars ($550.00) every twenty-four (24) months per person.
- Benefit may be applied to laser eye surgery.
- The Employer shall pay the cost of one (1) optometric eye examination or one (1) refraction every twenty-four (24) months per person, capped at one hundred and twenty-five dollars ($125.00). This benefit may be applied to an eye examination at a laser eye clinic

All plans are subject to the Employee Benefit Booklet, and the Employer shall provide and administer the plans through the insurer(s). The Employer exclusively has the right to select new insurer(s) provided that the new insurer(s) maintain equal or better coverage.

The Employer shall supply benefit booklets, with appropriate amendments, to new Employees at the time of enrolment and thereafter on reasonable request. The Employer shall provide Employees with amendments to the benefit booklet when changes have been made.

(b) Part-time, temporary and casual Employees, excluding student Employees, in addition to their regular hourly rate, shall receive an additional thirteen percent (13%) in lieu of benefits as outlined in Article 12.01(a) and Article 12.02. Part-time, temporary, and casual Employees, excluding student Employees, who elect to join OMERS shall have their pay in lieu of benefits reduced by the amount of the Employer's contribution to OMERS.

(c) Employees who elect to take early retirement and have obtained the ninety/eighty-five (90/85) factor as defined by OMERS may continue to participate in the County benefit plan to age sixty-five (65) excluding Long Term Disability (LTD) and travel, providing the Employee pays fifty percent (50%) of the monthly premium costs quarterly (1/4) in advance.

(d) Employees who continue to work past age sixty-five (65) shall continue to be enrolled in the County benefit plans as described in this Article with the following exceptions:

- No Long Term Disability (LTD) shall be provided
- Accidental Death and Dismemberment (AD&D) shall cease at seventy (70)
- Group Life Insurance ceases at age seventy (70)

(e) It is agreed that the Employer shall maintain an Employee's Benefit program for one (1) month while the Employee is on an approved unpaid leave of absence and thereafter shall continue to maintain the program with the understanding that the Employee shall be responsible to reimburse the Employer the cost to maintain their continued benefits for the succeeding months for a period of no more than twelve (12) months.

In the event of injury or illness, the Employer shall maintain the benefit program for a period of twenty-four (24) months.

12.02 All full-time Employees in the bargaining unit shall be entitled to the following sick leave and retirement benefits:

(a) For every month of seniority, an Employee shall be entitled to sick leave credits for one and one half (1 ½) day per month, and the sick leave credits of an Employee shall be cumulative. Once every year in January the Employee will receive a statement of the Employee's sick leave credits.

(b) Where an Employee is absent due to an injury or illness and is in receipt of Workplace Safety and Insurance Board (WSIB) loss of earnings benefit, the difference between the amount of the WSIB loss of earnings benefit and the Employee's salary shall be paid by the Employer for the first one hundred and twenty (120) working days and thereafter shall be charged against the Employee's sick leave credits. Where a statutory holiday occurs during the period

that an Employee is receiving the WSIB loss of earnings benefit, the Employer will pay only the difference between the WSIB loss of earnings benefit and the Employee's regular day's pay.

(c) Notwithstanding Article 12.02 (a), sick leave credits shall not be given to any 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 with pay; or
2. Without leave.

(d) An Employee shall report their illness as early as possible during the first day on which such Employee is absent from their work, and keep their Manager advised from time to time of the probable duration of the illness.

(e) Where the sick leave absence has been in excess of three (3) consecutive days, the Employer may request a certificate from a qualified health care practitioner. If there is a request for a certificate, the Employee shall furnish the certificate as soon after such three (3) consecutive days as may be practicable. The Employee's sick leave entitlement for that period may be withheld until such certificate is furnished.

Where the Employer has requested such sick leave certificate, the Employer shall reimburse the Employee the cost of the certificate.

12.03 The Employer and the Union agree to the Ontario Municipal Retirement System (OMERS) and the Canada Pension Plan (CPP) as established.

ARTICLE 13 – GRIEVANCE PROCEDURE, ARBITRATION, & MEDIATION

13.01 (a) It is the mutual desire of the Employer 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) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee or the Union relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and an allegation that this Agreement has been violated.

(d) The time limits fixed in this Article may be extended but only by consent of both parties to this Agreement such consent to be evidenced in writing.

13.02 In the event of a grievance by an Employee, they shall take the matter up within and not after seven (7) working days after the Employee became 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.

13.03 The following is the procedure which shall be adhered to in processing grievances, save as otherwise provided in this Article and in Article 14.

Step 1

The Employee shall discuss the matter with their immediate supervisor and an attempt shall be made to adjust the Employee's complaint. At the request of either the immediate supervisor 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 immediate supervisor, the Steward may, within and not after ten (10) 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 the redress sought. A meeting shall be held between the Department Head, Human Resources, Employee, and the Union within ten (10) working days, or longer period if mutually agreed between the parties, of the written grievance, in an attempt to resolve the matter. The Employee's Department Head shall give their decision or answer in writing within seven (7) working days of the date of the meeting.

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), forward the grievance to Step 3. A meeting shall be held between the Chief Administrative Officer, Human Resources, Employee, and the Union within ten (10) working days, or longer period if mutually agreed between the parties, of the written grievance to Step 3, in an attempt to resolve the matter. The Chief Administrative Officer shall give their decision or answer in writing within seven (7) working days of the date of the meeting. If the grievance is not settled at Step 3, the Union may, within and not after twenty (20) working days after the date upon which the grievance was taken up with the Chief Administrative Officer, refer the grievance to arbitration.

13.04 (a) A grievance filed by a group of Employees and/or a policy grievance of the Union shall be taken up at Step 3 of the grievance procedure.

(b) A policy grievance of the Employer shall be in writing and may be initiated by the Chief Administrative Officer delivering the grievance to the Steward or the 2nd Vice-President Sub-Unit or designate of the Union, or, in the absence to another Officer of the Union. If any such grievance is not settled within twenty (20) working days of the date of such delivery the Employer may refer the grievance to arbitration.

13.05 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 arbitral, 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 Section 49 of the *Labour Relations Act*, and notice under Section 48 shall contain the name of the first (1st) 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 selected shall proceed to appoint a third (3rd) person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) parties fail to agree upon a Chairman within fifteen (15) days, the appointment shall be made by the Director of Arbitration upon the request of either party.

When the arbitration proceeds, the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding upon the parties and upon the Employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson 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, or in any way modify, add to or detract from any provision of this Agreement.

Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Boards and will share equally the fees and disbursements of the Chairperson.

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

Mediation

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the Arbitration Provisions herein, the parties may upon mutual agreement, engage the services of a Mediator in an effort to resolve the grievance and may extend the time limits

for the request for arbitration. The parties will 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 14 – DISCHARGE & DISCIPLINE CASES

14.01 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.

14.02 In the event an Employee is disciplined or discharged, a Union Representative will be present at the discipline or discharge meeting. If, during the course of a fact finding meeting, one of the parties becomes aware of the potential for discipline or discharge, a Union representative will be brought in or the meeting will be postponed.

14.03 Where an Employee's grievance against their discharge or discipline duly comes before an Arbitration Board or Arbitrator, as the case may be, the board may make a ruling.

i. Confirming the Employer's actions, 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 the Employee's case), or
iii. Disposing of the grievance in any other manner which may be just and equitable.

14.04 **Sunset Clause**

Disciplinary letters shall remain on the Employees personnel file for a period of twenty-four (24) months. Immediately after such time, any and all disciplinary letters and/or documents shall be removed from the Employee's file.

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. The Employee shall also have the right to make copies of any documents in the file.

ARTICLE 15 – MILEAGE ALLOWANCE

15.01 Where required to use a personal vehicle for County authorized business, a mileage allowance of seventy-three cents ($0.73) per kilometre up to five thousand (5,000) kilometres and sixty-seven cents ($0.67) per kilometre in excess of five thousand (5,000) kilometres travelled in a calendar year, will be

reimbursed to the Employee. If County policy increases either of these rates the higher rate will apply.

ARTICLE 16 – EDUCATION REIMBURSEMENT

16.01 The Employer shall reimburse an Employee the full cost of tuition, exams, and books for a course of instruction taken by such Employee to better qualify them to perform their current job. Such courses must be approved in writing by the Employee's Department Head prior to commencement. Payment shall be made on successful completion of the course.

Effective January 1, 2027, the following shall apply.

When deemed as a requirement for a position, the Employer shall pay the annual fees for all designations, certifications, licences, and/or professional memberships.

16.02 Where a position requires an Employee to maintain a designation, certification, licence, and/or professional membership, upon prior approval of the Department Head, the Employer shall pay the full cost of required Continuing Education, conferences, seminars, and/or courses to maintain such designation, certification, licence, professional membership including wages, benefits, travel, meals, and other expenses in accordance with the County's expense policies.

ARTICLE 17 – UNION CONFERENCE & LEAVE

17.01 The Employer may allow leaves of absence for union education to a cumulative total of no more than fifteen (15) days per year to be taken in no more than five (5) day increments. No more than two (2) Employees will be allowed to be absent from a department concurrently for more than one half (1/2) day. Such leaves are subject to the approval of the Department Head. The Union shall reimburse the Employer for wages and benefits during the time taken.

ARTICLE 18 – LEAVES OF ABSENCE, PREGNANCY & PARENTAL LEAVE

18.01 The Employer shall grant leave without loss of seniority to an Employee who serves as a juror or witness in any Court, including a Coroner's inquest. The Employer shall pay such an Employee the difference between their normal earnings and the payment they received for jury service, court witness or Coroner's inquest, excluding payment for travelling, meals or other expenses. The Employee will present proof of service and the amount of pay received.

18.02 (a) A Department Head may grant leave of absence without pay in case of personal emergency. The Employer 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 Employer. Such approval shall not be withheld unjustly.

(b) Employees will be allowed to use up to five (5) days per year of their accumulated sick bank for family health care or for tending to family illness or for personal medical appointments. Documentation sufficient to show the necessity for the appointment may be required by the Employer. 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.

18.03 **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 the Employee's application thereof, to a leave of absence of at least seventeen (17) weeks from the Employee's 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 is encouraged to give their best effort to provide six (6) weeks written notification but shall provided at least two (2) weeks written notification prior to the commencement of the leave, unless unable due to medical reasons, together with the Employee's 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 they have 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 period.

The Employer shall continue the Employer share of benefits (as provided in Article 12) during the Employee's leave. Long Term Disability (LTD) coverage will be available to Employees during or prior to such leave in accordance with Article 12.

(g) The Employee is encouraged to give their best effort to provide four (4) weeks written notice but shall provide at least two (2) weeks written notice of the Employee's intention to return to work or their request to extend their pregnancy leave beyond the dates outlined in (c) above.

The Employee is encouraged to give their best effort to provide four (4) weeks written notice but shall provide at least two (2) weeks written notice if they wish to return to work at an earlier date than outlined in (d) 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 pursuant to Section 22 of the *Employment Standards Act*, 1996, shall be paid a supplementary unemployment benefit. That benefit will 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 of 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 rights 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) An Employee who is in receipt of Employment Insurance Parental Benefits, who has not received maternity benefits, is eligible for a supplementary unemployment (SUB). The SUB benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the Employees Employment Insurance Benefit. Such SUB will last no longer than sixteen (16) weeks.

(k) The Employer will provide a supplementary benefit equal to eighty (80%) percent of the Employee's normal basic earnings for the first week of pregnancy or parental leave.

18.04 **Parental 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 the Employee's 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 and control for the first time.

(c) The Employee is encouraged to give their best effort to provide six (6) weeks written notification but shall provide 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, otherwise the parent 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 12) during the Employee's leave provided the Employee continues to pay their share of the dental premium. Long Term Disability (LTD) coverage will be available to any Employee during or prior to such leave in accordance with Article 12.

(f) The Employee is encouraged to give their best effort to provide four (4) weeks written notice but shall provide at least two (2) weeks written notice of their intention to return to work.

The Employee is encouraged to give their best effort to provide four (4) weeks written notice but shall provide at least two (2) weeks written notice if the Employee wishes to return to work at an earlier date than outlines in (c) above.

(g) The Employer will 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.

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

The Employer will 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 19 – BEREAVEMENT LEAVE

19.01 One member of the Union shall be given time off with pay, to attend funerals of County Employees.

19.02 (a) In case of a death of the immediate family, namely: spouse, child including still birth, foster child, ward, mother, father, foster parent, legal guardian, sister, brother, mother-in-law, or father-in-law, an Employee shall be permitted to be absent for not more than five (5) consecutive working 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, grandparent or grandchild, 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 for the purpose of attending the funeral.

In the case of part-time Employees who qualify for bereavement leave, they will receive pay for such absences in the amount they would have received had they been at work. No pay will be made on those days of bereavement leave on which the Employee has not been scheduled to work.

(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 considered in (a), (b), or (c) above may be considered by the Department Head. Approval of requests for additional leave is the decision of the Department Head, and such requests will not be unreasonably held.

(e) An Employee may request part of their bereavement leave be taken at a later date to attend a delayed funeral, memorial service, internment, visitation, celebration of life, and/or bereavement event.

(f) If an Employee is notified of a death that qualifies under (a) or (b) during working hours, the Employee shall be granted paid leave for the remainder of the working day in addition to any bereavement leave covered by this Article.

ARTICLE 20 – SAFETY FOOTWEAR, CLOTHING, & MOBILE DEVICE

20.01 The Employer shall reimburse each full-time Employee required under the *Occupational Health and Safety Act*, whose work requires it, a yearly safety footwear reimbursement of two hundred and twenty-five dollars ($225.00) with attached receipt and the amount owing shall be reimbursed to the Employee in the following pay period. It is to be understood that the reimbursement is based on a calendar year beginning January 1st and the Employee shall be allowed the full use of the amount in any calendar year. Each Employee receiving the safety footwear reimbursement shall wear approved safety footwear at all times while on duty. Failure to comply with this requirement may result in disciplinary action by the Employer.

Where an Employee's work requires only periodic use of safety footwear, the reimbursement will be paid on an as needed basis for the first (1st) pair and after that where the previous footwear is shown to be sufficiently degraded.

Effective January 1, 2027, the following Article shall replace the Article above.

20.01 The Employer shall reimburse each full-time Employee required under the *Occupational Health and Safety Act*, whose work requires it, a yearly safety footwear reimbursement of three hundred dollars ($300.00) with attached receipt and the amount owing shall be reimbursed to the Employee in the following pay period. It is to be understood that the reimbursement is based on a calendar year beginning January 1st and the Employee shall be allowed the full use of the amount in any calendar year. Each Employee receiving the safety footwear reimbursement shall wear approved safety footwear at all times while on duty. Failure to comply with this requirement may result in disciplinary action by the Employer.

Where an Employee's work requires only periodic use of safety footwear, the reimbursement will be paid on an as needed basis for the first (1st) pair and after that where the previous footwear is shown to be sufficiently degraded.

20.02 Where management determines that a position requires it, an Employee in that position may choose from a selection of safety clothing (AGO or equivalent) in the spring of each year to a total value of two hundred and twenty-five dollars ($225.00) or as departmental policy.

Vests will be provided as required.

Effective January 1, 2027, the following Article shall replace the Article above.

20.02 Where management determines that a position requires it, an Employee in that position may choose from a selection of safety clothing (AGO or equivalent) in the spring of each year to a total value of three hundred dollars ($300.00) or as departmental policy.

Vests will be provided as required.

20.03 Where the Employer determines that a position requires it, a briefcase will be provided.

20.04 **MOBILE DEVICE**

Any Employee who agrees to use their personal mobile device and has been authorized by their respective Manager or Department Head to use a mobile device for business purposes shall be governed by IT Policy 5.01 – Cellphone and Mobile Device Policy dated October 24, 2017 or as amended from time to time. Employees shall be reimbursed as follows:

Requirement	Accessible During Regular Hours Only	Accessible During and Outside of Regular Hours
Voice and Data	$30 per month	$40 per month
Emergency Purposes Only	$10 per month	$15 per month

If the Employer's IT Policy increases any of these rates, the higher rate will apply.

The Employer agrees that all Employees who were previously reimbursed twelve dollars ($12) per month for the use of their personal mobile device will be provided with a corporate issued cellphone.

ARTICLE 21 – NO STRIKES OR LOCKOUTS

21.01 So long as this Agreement continues to operate there will be no strikes or lockouts as those terms are defined in the *Labour Relations Act*.

21.02 Where individuals in the 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 will use their best effort to ensure their safety.

21.03 In the event person(s) who are not covered by this Agreement engage in a lawful strike or are locked out, Employees who are covered by this Agreement shall not

be required to perform work normally done by person(s) who are on strike or locked out.

ARTICLE 22 – DEFINITIONS

22.01 A regular Employee is an Employee who has successfully completed the probationary period of one-hundred and twenty (120) calendar days in the service of the Employer.

22.02 A probationary Employee is an Employee who is serving a probationary period as per Article 6.02 prior to being considered as a regular Employee.

22.03 (a) A Temporary Employee is an Employee hired for a period of no longer than fifty-two (52) consecutive weeks for:

- special projects
- covering leaves of absence
- during periods of heavy workload
- in case of illness of an Employee in the bargaining unit
- vacation relief
- in case of emergency.

(b) The engagement of temporary Employees may be extended by mutual agreement of the parties.

(c) The rate of pay for a temporary or casual Employee shall be according to Schedule A. Temporary or casual Employees shall be covered by the terms of this Agreement, save for Articles 3, 5 (excluding 5.07), 6 (excluding 6.03), 7.04, 11, 12 (excluding 12.01 (b) and 12.03), 16, 17, and 18. Vacation pay, Pregnancy and/or Parental leave shall be in accordance with the *Employment Standards Act*.

22.04 A student Employee is an Employee who is hired during recognized school vacation periods or hired for a specific work term not to exceed thirty-five (35) weeks and intends to return to school following the vacation period or work term. Students are to be paid at the starting rate according to Schedule A of this Agreement. A student Employee shall not be hired or used to fill a temporary or permanent bargaining unit position.

22.05 A part-time Employee is one who is regularly scheduled to work twenty-four (24) or less hours per week but who may work up to thirty (30) hours a week where warranted by unusual circumstance before overtime provisions are incurred.

22.06 A casual Employee is an Employee who may be called in to work in emergency situations, or on short notice. Casual Employees may work no more than thirty (30) consecutive calendar days in a position before it must be posted.

ARTICLE 23 – JOB SECURITY

23.01 Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, except in conformance with past practice and policy and in cases mutually agreed upon in writing by the parties.

23.02 Six (6) months prior to the "contracting out" of any position in the bargaining unit, the County of Middlesex shall:

i. Discuss with the Union the nature and rationale of the action; and
ii. 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 will be allowed to address County Council with respect to the work to be "contracted out".

23.03 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.

23.04 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.

23.05 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 will 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 101.5 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.

23.06 **Technological Change**

(a) A "technological change" means new technologies adopted that will have an adverse effect on the workforce including: location, pay classification, reduction of hours, changes in employment status, and/or elimination of position(s).

(b) When the Employer is considering introducing technological change the Employer agrees to notify the Union and the affected Employees, in writing, as far in advance as possible providing known details of the change and the foreseeable effects on Employees. Such information will be updated as new developments arise or modifications to plans are made. The Employer shall provide such notice to the Union, including but not limited to:

i) A description of the nature of the proposed change;

ii) the date on which the Employer proposes to implement the change;

iii) the position(s) likely to be affected by the change, and the location(s);

iv) the approximate number of employee(s) likely to be affected by the change including names of employees where available;

v) the known impacts and effects that the technological change is likely to have on the security of employment of the employees affected

(c) Training - where, as the result of such change, new or greater skills are required than previously required, the Parties recognize the mutual responsibility both of affected Employees and of the Employer to ensure that skills upgrading is undertaken. The Employer shall, in order of seniority, provide Employees with opportunities during working hours, if applicable, to develop necessary skills, within a reasonable time frame. In collaboration with the Employee, and the Union, the Employer shall develop a skills upgrading plan which may include external courses of instruction, at the cost of the Employer.

ARTICLE 24 – JOB EVALUATION COMMITTEE

24.01 The Parties agree that where a new position is created, the Job Evaluation Committee Co-Chairs will evaluate the position based on a draft job description. The position will then be placed temporarily in the appropriate pay grade. The position will then be re-evaluated after six (6) months to determine the appropriate permanent placement.

Where an existing position has substantially changed an Employee and/or their Supervisor may request that the Job Evaluation Committee re-evaluate the position to determine if it is still placed appropriately.

The process shall be governed by the Job Evaluation Terms of Reference.

ARTICLE 25 – TERM OF AGREEMENT

25.01 This Agreement shall be for a term of four (4) years commencing January 1, 2026 and ending December 31, 2029 and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.

25.02 Either Party to this Agreement may, within the 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 agreed upon, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the 19 day of October, 2026

FOR THE EMPLOYER

Susan Clarke (2026-10-18 09:24:48 EDT)
Susan Clarke, Warden

M. Ivanic
Marci Ivanic, Director of Legislative Services/Clerk

Durk Vanderwerff
Durk Vanderwerff, Director of Planning and Development

Chris Bailey, Director of Information Technology Services

S. Schulz
Sandra Schulz, Director of Human Resources

Tanya Apostolidis
Tanya Apostolidis, Human Resources Advisor

FOR THE UNION

K. Marriott (2026-10-16 11:19:05 EDT)
Kassandra Marriott, Local 101.5 Unit Chair

Marion-Frances Cabral (2026-10-16 11:24:07 EDT)
Marion Cabral, Bargaining Committee Member

Jesse Deschaine (2026-10-16 11:32:44 EDT)
Jesse Deschaine, Bargaining Committee Member

Steven Holland (2026-10-16 11:35:09 EDT)
Steve Holland, President Local 101

Aleksandr Onufrak (2026-10-19 08:00:53 EDT)
Aleksandr Onufrak, National Representative

Stephanie Cliff, National Representative

SCHEDULE A

The parties agree to the wage increases in each Classification as follows:

- January 1, 2026 – 3.95% (retroactive application to January 1, 2026)
- January 1, 2027 – 3.55%
- January 1, 2028 – 3.25%
- January 1, 2029 – 3.25%

BAND	POSITION	DATE	START	YEAR 2	YEAR 3	YEAR 4
1		Jan 1/26 – 3.95%	$17.06			
		Jan 1/27 – 3.55%	$17.66			
		Jan 1/28 – 3.25%	$18.24			
		Jan 1/29 – 3.25%	$18.83			
2	Clerical I (Admin)	Jan 1/26 – 3.95%	$25.78	$26.84	$27.89	$28.99
	Maintenance I	Jan 1/27 – 3.55%	$26.69	$27.79	$28.88	$30.02
		Jan 1/28 – 3.25%	$27.56	$28.70	$29.82	$31.00
		Jan 1/29 – 3.25%	$28.46	$29.63	$30.79	$32.00
3	Clerical I (Human Services)	Jan 1/26 – 3.95%	$26.60	$27.65	$28.76	$29.93
		Jan 1/27 – 3.55%	$27.55	$28.63	$29.78	$30.99
		Jan 1/28 – 3.25%	$28.44	$29.56	$30.75	$32.00
		Jan 1/29 – 3.25%	$29.36	$30.52	$31.75	$33.04
4	Records Management Assistant	Jan 1/26 – 3.95%	$27.42	$28.52	$29.63	$30.83
		Jan 1/27 – 3.55%	$28.40	$29.54	$30.68	$31.93
		Jan 1/28 – 3.25%	$29.32	$30.50	$31.67	$32.96
		Jan 1/29 – 3.25%	$30.27	$31.49	$32.70	$34.04
5	Engineering Technician I	Jan 1/26 – 3.95%	$28.22	$29.36	$30.53	$31.73
	Information Technology Coordinator	Jan 1/27 – 3.55%	$29.22	$30.40	$31.61	$32.85
	Information Technology Asset & Scheduling Coordinator	Jan 1/28 – 3.25%	$30.17	$31.39	$32.64	$33.92
		Jan 1/29 – 3.25%	$31.15	$32.41	$33.70	$35.02

BAND	POSITION	DATE	START	YEAR 2	YEAR 3	YEAR 4
6	Case Assistant	Jan 1/26 – 3.95%	$29.00	$30.17	$31.40	$32.67
	Clerical II - Transportation	Jan 1/27 – 3.55%	$30.03	$31.24	$32.52	$33.83
	Economic Development & Tourism Coordinator	Jan 1/28 – 3.25%	$31.01	$32.25	$33.57	$34.93
	Forestry and Planning Technician	Jan 1/29 – 3.25%	$32.02	$33.30	$34.67	$36.07
	Legislative Services Assistant					
	Service Desk Analyst I					
	Workforce Navigator					
7	Accounting Clerk (Clerical III)	Jan 1/26 – 3.95%	$31.67	$32.98	$34.36	$35.79
	Business Systems Developer	Jan 1/27 – 3.55%	$32.80	$34.15	$35.58	$37.06
	GIS Analyst (Tech I)	Jan 1/28 – 3.25%	$33.86	$35.26	$36.73	$38.26
	Planning Coordinator	Jan 1/29 – 3.25%	$34.96	$36.41	$37.93	$39.51
8	Community Navigator	Jan 1/26 – 3.95%	$34.66	$36.05	$37.51	$38.99
	Human Services Data and Research Analyst	Jan 1/27 – 3.55%	$35.89	$37.33	$38.84	$40.38
	Economic Development Marketing & Communications Officer	Jan 1/28 – 3.25%	$37.05	$38.54	$40.10	$41.69
	Procurement Officer	Jan 1/29 – 3.25%	$38.26	$39.80	$41.40	$43.04
	Service Desk Analyst II					
	Tourism Officer					
9	Business Automation Specialist	Jan 1/26 – 3.95%	$36.27	$37.71	$39.22	$40.83
	Business Financial Analyst - County/Human Services	Jan 1/27 – 3.55%	$37.56	$39.05	$40.61	$42.28
	Case Manager	Jan 1/28 – 3.25%	$38.78	$40.32	$41.93	$43.66
	Economic Development Officer	Jan 1/29 – 3.25%	$40.04	$41.63	$43.30	$45.07
	Information System Analyst I					
	IT Business Analyst - Finance					
	Network & Infrastructure Analyst I					
	Project Coordinator (ITS)					
	Service Desk Coordinator					
	Payroll and Benefits Clerk (Clerical III)					

BAND	POSITION	DATE	START	YEAR 2	YEAR 3	YEAR 4
10	Engineering Technician II	Jan 1/26 – 3.95%	$38.70	$40.27	$41.85	$43.54
	Information System Analyst II	Jan 1/27 – 3.55%	$40.07	$41.70	$43.34	$45.09
	Network & Infrastructure Analyst II	Jan 1/28 – 3.25%	$41.38	$43.06	$44.74	$46.56
	Payroll & Benefits Specialist	Jan 1/29 – 3.25%	$42.72	$44.45	$46.20	$48.07
	Senior Program Specialist - Human Services					
BAND	**POSITION**	**DATE**	**START**	**YEAR 2**	**YEAR 3**	**YEAR 4**
11	GIS Specialist (Tech II)	Jan 1/26 – 3.95%	$41.31	$43.04	$44.81	$46.66
	Senior Engineering Technologist (Tech III)	Jan 1/27 – 3.55%	$42.78	$44.56	$46.40	$48.32
	Business Systems Analyst	Jan 1/28 – 3.25%	$44.17	$46.01	$47.91	$49.89
	Senior Program Specialist- Ontario Works and Homelessness Prevention	Jan 1/29 – 3.25%	$45.60	$47.51	$49.47	$51.51
12	Planner I	Jan 1/26 – 3.95%	$44.35	$46.09	$47.94	$49.88
		Jan 1/27 – 3.55%	$45.92	$47.73	$49.64	$51.65
		Jan 1/28 – 3.25%	$47.41	$49.28	$51.26	$53.32
		Jan 1/29 – 3.25%	$48.95	$50.88	$52.92	$55.06
13	Financial Analyst	Jan 1/26 – 3.95%	$48.41	$50.29	$52.26	$54.29
		Jan 1/27 – 3.55%	$50.13	$52.08	$54.11	$56.22
		Jan 1/28 – 3.25%	$51.76	$53.77	$55.87	$58.05
		Jan 1/29 – 3.25%	$53.44	$55.52	$57.69	$59.93
14	Planner II	Jan 1/26 – 3.95%	$52.53	$54.59	$56.79	$59.09
		Jan 1/27 – 3.55%	$54.39	$56.53	$58.80	$61.18
		Jan 1/28 – 3.25%	$56.16	$58.37	$60.71	$63.17
		Jan 1/29 – 3.25%	$57.98	$60.27	$62.69	$65.22
15		Jan 1/26 – 3.95%	$57.17	$59.43	$61.80	$64.31
		Jan 1/27 – 3.55%	$59.20	$61.54	$63.99	$66.59
		Jan 1/28 – 3.25%	$61.12	$63.54	$66.07	$68.75
		Jan 1/29 – 3.25%	$63.09	$65.61	$68.22	$70.98

APPENDIX A

Whereas during negotiation of the January 1, 2022 to December 31, 2025 Collective Agreement, the parties agreed to remove the maximum benefit cap of $4000 per month for Long Term Disability (LTD).

And Whereas, during the negotiation of the January 1, 2026 Collective Agreement, the Union requested disclosure of the group benefit booklet and discovered that the Employer did not remove the maximum benefit cap for Long Term Disability.

And Whereas, the Union brought this to the Employer's attention during the 2026 negotiations and the Employer confirmed that they did not remove the maximum benefit cap with the LTD benefit provider as previously negotiated.

And Whereas, the Employer confirmed during the 2026 negotiations, that their current LTD provider, Camden/Empire Life, cannot accommodate an unlimited LTD plan.

And Whereas, the parties have confirmed that no employee has been impacted by the Employer's failure to remove the maximum benefit cap.

Therefore, the parties agree as follows:

1. An employee on LTD shall receive sixty-six and two thirds' percent (66 2/3%) of the employee's gross monthly earnings with no maximum benefit cap.
2. The Employer shall ensure that no employee receives less than sixty-six and two-thirds percent (66 2/3%) of their gross monthly earnings due to any maximum benefit cap, or evidence of insurability requirement, imposed by the LTD provider.
3. Where an employee's LTD benefit is reduced, limited, capped, or otherwise affected by an evidence of insurability limitation or benefit earnings cap, excluding the policy limitations for benefits off-set resulting in a reduction, the Employer shall pay directly to the employee an amount equal to the difference between the LTD benefit paid by the insurer and sixty-six and two-thirds percent (66 2/3%) of the employee's gross monthly earnings. If the Employer changes LTD providers, the Employer shall obtain an unlimited LTD plan where available, or maintain the employee's LTD benefit as previously described above.
4. The Employer's obligations under this Appendix shall continue notwithstanding any change in insurer, carrier, policy, plan design unless otherwise negotiated, administration, merger, the termination of an employee's employment while the employee is entitled to receive or in receipt of LTD, their position has been eliminated, they cease to be an active employee, or the Collective Agreement has expired and not yet been renewed.
5. The Employer shall provide a copy of the group benefit providers Application for Amendment to the Union which will outline the amendments to the LTD benefit plan

within sixty (60) days and the Employee Benefits Booklet as soon as it becomes available.

This Appendix forms part of the Collective Agreement and shall continue in full force and effect from Collective Agreement to Collective Agreement unless amended or deleted by mutual agreement of the parties through collective bargaining. The Employer's obligation to pay any amount required under this Appendix is a direct obligation of the Employer and shall continue for the duration of an employee's entitlement or receipt of Long Term Disability benefits notwithstanding the termination of employment, the expiry or renewal of the Collective Agreement, or any change in the Long Term Disability plan, policy, insurer, carrier, or provider.

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF MIDDLESEX

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)

RE: STUDENTS

Whereas the parties wish to clarify the rate for students mentioned in Articles 1.02 and 22.04 the parties agree as follows:

1. Where market forces or educational qualifications do not warrant the start rate for a position for a student employed during the school vacation period, they will be paid at 85% of the start rate of the position for which they have been hired.

2. If a student is hired to a position not listed in Schedule A, which required only general qualifications, the student will be paid at the Maintenance I rate.

3. The student will be entitled to four (4%) percent vacation pay but no other benefits or pay in lieu of benefits.

Signed this 19 day of October, 2026.

FOR THE EMPLOYER

Susan Clarke (2026-10-18 09:24:48 EDT)

Susan Clarke, Warden

M. Ivanic

Marci Ivanic, Director of Legislative Services/Clerk

Durk Vanderwerff

Durk Vanderwerff, Director of Planning and Development

FOR THE UNION

K. Marriott (2026-10-16 11:19:05 EDT)

Kassandra Marriott, Local 101.5 Unit Chair

Marion-Frances Cabral

Marion-Frances Cabral (2026-10-16 11:24:07 EDT)

Marion Cabral, Bargaining Committee Member

Jesse Deschaine (2026-10-16 11:32:44 EDT)

Jesse Deschaine, Bargaining Committee Member

Signatures continued on next page…

Chris Bailey, Director of Information Technology Services

Steven Holland (2026-10-16 11:35:09 EDT)

Steve Holland, President Local 101

Sandra Schulz, Director of Human Resources

Aleksandr Onufrak (2026-10-19 08:00:53 EDT)

Aleksandr Onufrak, National Representative

Tanya Apostolidis, Human Resources Advisor

Stephanie Cliff, National Representative

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE COUNTY OF MIDDLESEX

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 101.5 (the Union)

RE: GUIDELINES FOR FLEXIBLE WORK ARRANGEMENT AND LIEU TIME

Flexible Work Arrangement

1. Adequate staffing must be maintained in all work areas in order to maintain the highest possible level of public services.

2. A Flexible Work Arrangement is defined as an arrangement initiated by an Employee where the Employee's work hours are varied subject to management approval as noted below. For clarity, a Flexible Work Arrangement may result in an Employee starting early or late, leaving early or late, or shortening or lengthening their lunch break. A complete normal work day will consist of seven (7) hours or eight (8) hours as defined in Article 9.01 and Article 9.02.

3. Management approval is required prior to an Employee utilizing a Flexible Work Arrangement. Management in all departments will fairly and reasonably consider all requests and no request shall be unreasonably denied.

4. All Employees shall take a lunch break of not less than thirty (30) minutes, however, a Manager or Department Head may approve a shorter or longer lunch break, if requested, up to a maximum of two (2) hours. Lunch breaks shall be in thirty (30) minute increments.

5. An Employee who wishes to take a thirty (30) minute lunch break for the purpose of shortening a work day or accumulating lieu time must obtain prior approval from their Manager or Department Head. This does not allow an Employee to regularly work through their lunch break or rest period in order to shorten the work day or to accumulate time off in lieu.

6. Provisions of the Collective Agreement concerning hours of work, overtime and meal allowances will be set aside and do not apply to Flexible Work Arrangement or lieu time. Notwithstanding the aforementioned, Flexible Work Arrangements and lieu time does not preclude authorized overtime as defined in Article 9.06.

Lieu Time (Time Off in Lieu)

1. All Employees shall obtain prior approval from their Manager or Department Head before accumulating any lieu time.

2. Lieu time may be accumulated to a maximum of five (5) days based on the Employee's normal hours of work at any time.

3. Lieu time may be used in increments of thirty (30) minutes. All requests to use accumulated lieu time shall be approved by the Employee's Manager or Department Head. Management in all departments will fairly and reasonably consider all requests to accumulate and to take lieu time and no request shall be unreasonably denied

4. An Employee who has accumulated five (5) days, as noted above, of lieu time shall use a portion of the accumulated lieu time off before accumulating any further time.

5. An Employee shall not work more than ten (10) hours in a day or forty-eight (48) hours in a week except in extenuating circumstances or with approval from their Manager or Department Head. If an Employee is approved to accumulate lieu time, the hours worked in excess of the standard work hours as defined in Article 9.01 and Article 9.02, excluding overtime, shall be recorded on the Employee's timesheet on a time for time basis.

6. Any lieu time shall be taken in the year in which it is earned and shall not be carried forward to the following year except with the approval of the Manager or Department Head. Such approval shall not be unreasonably denied. No Employee shall receive cash/pay in lieu of lieu time.

Signed this 19 day of October, 2026.

FOR THE EMPLOYER

Susan Clarke (2026-10-18 09:24:48 EDT)
Susan Clarke, Warden

M. Ivanic
Marci Ivanic, Director of Legislatives Services/Clerk

Durk Vanderwerff
Durk Vanderwerff, Director of Planning and Development

Chris Bailey, Director of Information Technology Services

FOR THE UNION

K. Marriott (2026-10-16 11:19:05 EDT)
Kassandra Marriott, Local 101.5 Unit Chair

Marion-Frances Cabral (2026-10-16 11:24:07 EDT)
Marion Cabral, Bargaining Committee Member

Jesse Deschaine (2026-10-16 11:32:44 EDT)
Jesse Deschaine, Bargaining Committee Member

Steven Holland (2026-10-16 11:35:09 EDT)
Steve Holland, President Local 101

Signatures continued on next page.....

Sandra Schulz, Director of Human Resources

Aleksandr Onufrak
Aleksandr Onufrak (2026-10-19 08:00:53 EDT)

Aleksandr Onufrak, National Representative

Tanya Apostolidis

Tanya Apostolidis, Human Resources Advisor

Stephanie Cliff, National Representative