COLLECTIVE AGREEMENT

Between

THE COUNTY OF OXFORD

Oxford County
Growing stronger together

AND

LOCAL 1589
Of The
CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE·SCFP | Canadian Union of Public Employees
Syndicat canadien de la fonction publique

JANUARY 1, 2026 TO DECEMBER 31, 2028

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ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees concerned, to provide machinery for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

2.01 The union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline and efficiency;

(b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) make and enforce and alter from time to time rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

2.02 These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement. The question of whether one of these rights is exercised in a manner inconsistent with this Agreement may be decided through the grievance and arbitration procedure.

ARTICLE 3 RECOGNITION

3.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees of the Employer in the County of Oxford Transportation and Waste Management Services (formerly Roads Division and landfill), save and except supervisors, foremen, superintendents, and persons above the rank of supervisor, foremen and superintendent, scale operators, office and clerical staff and students employed during the school vacation period.

3.02 Job Security

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not perform bargaining unit work except for the purpose of: instruction; emergencies; experimentation; or development of new programs.

Work or service presently performed or hereafter assigned to bargaining unit employees will not be contracted out to the extent that it will result in loss of regular earnings for bargaining unit employees.

3.03 The Union agrees that in the event the employer hires part-time employees during the duration of this collective agreement the parties will meet to discuss the conditions of employment for the part-time employees.

ARTICLE 4 NO DISCRIMINATION OR COERCION

4.01 The Employer agrees that there will be no discrimination, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of their membership or non-membership in the Union.

4.02 The Union agrees that there will be no intimidation, interference or coercion exercised or practiced by any of its members or representatives, and that there will be no Union activity or solicitation for membership during working hours on the Employer's property except with the written permission of the Employer or as specifically provided for in this Agreement.

ARTICLE 5 UNION SECURITY

5.01 The Employer shall deduct from every bi-weekly pay, due to each employee, an amount equal to regular union dues, as supplied by the Secretary-Treasurer of the Union Local 1589 and the Employer shall in turn forward said sum to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the fifth day of the month following. This sum shall be accompanied by a list of employees from whom dues have been deducted.

5.02 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction and remittance.

5.03 It is agreed that the first deduction made from a new employee in accordance with Article 5.01 shall be prorated to the period of their employment prior to the regular deduction date.

5.04 Persons hired to fill non-continuing or part-time positions for a period not exceeding thirty continuous full-time working days shall be exempt from the provisions of this Article.

ARTICLE 6 NO OTHER AGREEMENTS

6.01 No employee shall be required or permitted to make any written or verbal agreement with the Employer (Oxford County) or its representation(s) which conflicts with the terms of this agreement.

No individual employee or group of employees shall undertake to represent the Union at meetings with the employer without proper authorization from the Union.

ARTICLE 7 REPRESENTATION

7.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union Local to appoint or elect five (5) stewards from amongst employees who have completed six months' continuous service, whose duties shall be to assist any employee which the steward represents, in preparing and in presenting their grievance in accordance with the grievance procedure.

7.02 Chief Steward

One of the five stewards shall be appointed by the Union Local as Chief Steward.

7.03 Names of Stewards

The union shall notify the Employer in writing of the name of each steward and the work location they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

7.04 It is understood that the Steward has their regular work to perform on behalf of the Employer. If it is necessary for the Steward to service a grievance during their working hours, they shall not leave their work without first obtaining the permission of the Foreman. If requested, they shall give an explanation as to why they deem such action is necessary. When resuming their regular work, they shall again report to the Foreman.

7.05 The Union Local shall appoint a Negotiating Committee consisting of four (4) employees of whom there shall be no more than one (1) employee from each patrol and one (1) employee from Waste Management. The Union will advise the Employer of the Union nominees to the Committee.

7.06 It is agreed that a national representative of the Canadian Union of Public Employees will be allowed to participate in any grievance or negotiating meetings held between the Union and the Employer at the request of either the Union or the Employer. It is further agreed that the Employer may have any assistance which they may require from time to time.

7.07 A representative from the Union shall be given the opportunity to meet with new employees within regular working hours and without loss of pay for thirty (30) minutes within the first week of the employees' start date.

7.08 The Employer shall provide a membership list, upon request from the Union, that includes the home address, work location, contact number and personal e-mail address if available of all members of CUPE Local 1589.

ARTICLE 8 CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement, or incidental thereto, shall pass to and from the Director of Public Works, the Director of Human Resources, the President of the Union Local and The National Representative at the Kitchener Area Office.

ARTICLE 9 COMPLAINTS AND GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until they have first given the Employer an opportunity of adjusting their complaint.

9.02 If an employee has any complaint or question which they wish to discuss, they shall take the matter up with their Foreperson, in writing within two (2) working days after the circumstances giving rise to the complaint became known, or ought reasonably to have become known, to them. The Foreperson will provide a response, in writing, within two (2) working days. Failing settlement of the complaint, the matter may then be taken up as a grievance, as hereinafter provided, within two (2) working days following receipt of the Foreperson's decision.

9.03 Definition of Personal Grievance

A personal grievance, for purposes of this Agreement, shall be defined as any difference or dispute between the Employer and any employee arising from the interpretation, application, administration, or alleged violation of this Agreement.

9.04 Grievance Procedure

Step No. 1

The employee, who may request the assistance of their Steward, may present their alleged grievance to the Manager or their designate. The grievance shall be in writing on a grievance form approved by the Employer and shall include the nature of the grievance, the remedy sought and the section or sections of the

Agreement which are alleged to have been violated. The Manager shall deliver their decision in writing to the griever within five (5) working days following the presentation of the grievance to them. Failing settlement:

Step No. 2

Within five (5) working days after the decision in Step No. 1 is given, the written grievance shall be submitted to the Director of Public Works or designate. Subsequently, a meeting will be held between the Director of Public Works or designate and the Chief Steward to discuss the grievance and attempt to effect a settlement. The Director of Public Works or designate and the Chief Steward may each choose one other interested person to assist at the aforementioned meeting, and it is understood that the parties may hear whatever witnesses as may be mutually agreed upon. The decision of the Director of Public Works or designate shall be delivered in writing to the Chief Steward and the griever within five (5) working days following the aforementioned meeting.

9.05 Policy Grievance

Any difference or dispute between the Employer and the Union arising from the interpretation, application, administration or alleged violation of this Agreement may be taken up as a Policy Grievance, beginning at Step No. 2 of the Grievance Procedure. No matter that could be considered and taken up as a personal grievance shall be considered in this manner.

9.06 Failing settlement under Step No. 2 of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such difference may be taken to arbitration or mediation as hereinafter provided. If no written request for arbitration or mediation is received within ten (10) full working days after a decision in Step No. 2 is given, it shall be deemed to have been settled in accordance with the Director of Public Works' or designate's decision.

9.07 The time limits in the Grievance Procedure may be extended by written consent of the parties to this Agreement.

9.08 No disciplinary letter shall be placed in the employee's file which has not been first shown and a copy given to the employee. A copy of all disciplinary letters given to employees shall be sent to the President of the bargaining unit. An employee, upon written request, shall be granted the opportunity to view their employee file in the presence of a representative from Human Resources. The employee shall have the right to respond to any document in their employee file and such reply shall be part of their employee file.

ARTICLE 10 MEDIATION/ARBITRATION

10.01 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the preceding, 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.

(a) A request to utilize the services of a mediator must be submitted by either party within ten (10) working days of the response at Step No. 2.

(b) Mediation will be attended by a maximum of three (3) representatives of the Union and three (3) representatives of the Employer. It is understood that the griever is also entitled to be present at mediation. Legal counsel will not be present at mediation.

(c) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each parties' position at arbitration.

(d) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.

(e) Grievances not resolved at mediation will be forwarded to arbitration in accordance with 10.02.

10.02 When either party requests that any matter be submitted to arbitration as hereinbefore provided, it shall make such request in writing addressed to the other party to this Agreement, and at the same time nominate an arbitrator. Within ten (10) days thereafter, the other party shall nominate an arbitrator; provided however, that if such party fails to nominate an arbitrator as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking arbitration procedure. The two arbitrators so nominated shall attempt to select by agreement a Chairman of the Arbitration Board. If they are unable to agree upon such a Chairman, they shall then request the Province of Ontario to appoint an impartial Chairman.

10.03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

10.04 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

10.05 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10.06 The proceedings of the Arbitration Board will be expedited by the parties hereto, and the decision of the majority and where there is not majority, the decision of the Chairman will be final and binding upon the parties hereto and the employee or employees concerned.

10.07 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the parties will jointly bear the expenses of the Chairman of the Arbitration Board.

10.08 The time limits in the Arbitration Procedure may be extended by consent, in writing, of the parties to this Agreement.

10.09 If the parties mutually agree, the matter may be heard by a Sole Arbitrator instead of an Arbitration Board. Clauses 10.02 through 10.07 will similarly apply but in the context of a Sole Arbitrator.

ARTICLE 11 DISCHARGE AND SUSPENSION CASES

11.01 A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step No. 2 within five (5) working days after the discharge or suspension is effected. Such special grievance may be settled under the Grievance or Mediation/Arbitration Procedure by:

(a) confirming the Employer's action in dismissing the employee;

(b) reinstating the employee without loss of seniority and with full compensation for time lost; or

(c) by any other arrangement which may be deemed just and equitable in the opinion of the conferring parties.

11.02 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction provided that such employee's record has been discipline free.

ARTICLE 12 SENIORITY

12.01 Seniority Defined

(a) Seniority is defined as the length of service in the bargaining unit and shall be used as a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining-unit-wide basis.

(b) In the event that two or more employees have the same seniority date, order of seniority will be determined by draw. Where a draw is necessary to determine seniority order for permanent employees, the names of the individuals will be placed in a container. Names will be drawn from the container with the first name being the most senior and so on. The process will continue until all of the names have been drawn. This will determine the permanent seniority order for those with the same seniority date and will be maintained by Human Resources. The draw will take place within 60 working days of ratification or date of permanent hire. The union shall be present during the process.

Temporary full-time employees who are successful to a permanent full-time position shall have their seniority date retroactive to their last date of hire with the Employer. Should a temporary employee be made permanent and their seniority date then matches that of another permanent employee(s), the temporary employee shall be deemed to have the lesser seniority.

Should an employee's seniority be affected through provisions in this Collective Agreement and their seniority date then matches that of another employee(s), the affected employee shall be deemed to have the lesser seniority.

12.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. The Employer will provide an updated seniority list in January and June to the Union President and shall post the list on all bulletin boards.

12.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of six (6) months of active service from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure. At the discretion of both parties, the probation period may be extended up to three (3) months of active service, for a combined maximum probation period of not more than nine (9) months of active service, if necessary to prove satisfactory job performance. After completion of the probationary period, seniority shall be effective from the original date of continuous employment.

12.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose all seniority and be deemed to have quit if they:

(a) voluntarily resigns or retires

(b) is discharged and is not reinstated through the Grievance or Arbitration Procedure;

(c) absents themselves from work for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given by the employee;

(d) fails to report for work following a layoff within ten (10) calendar days after being notified by courier to do so unless they gives a reason satisfactory to the Employer for such failure;

(e) fails to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;

(f) is absent due to layoff for a period in excess of fifteen (15) months.

12.05 It shall be the duty of the employee to notify the Employer in writing promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of any such notice to reach such employee.

12.06 An employee shall retain but not accumulate seniority if they:

(a) are absent due to approved leave of absence in excess of one (1) month;

(b) are absent due to illness or accident in excess of six (6) months after having exhausted their sick leave credits.

12.07 Transfers and Seniority Outside the Bargaining Unit

(a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without their consent except in the case of temporary assignments not exceeding six (6) months. This period may be extended a further six (6) months upon the agreement of the employee and the Employer. Such employees on temporary assignments shall remain members of the bargaining unit, and continue to pay union dues.

(b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer they shall be credited with the seniority held at the time of the transfer and resume accumulation from the date of their return to the bargaining unit. An employee not returned to the bargaining unit with 24 months shall forfeit bargaining unit seniority.

(c) In the event of employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12)

calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

12.08 Temporary Employees

The Employer agrees to notify the President in writing of any temporary employee who has been hired and the expected duration of their assignment. It is agreed by the parties hereto that the Employer may hire persons to fill non-continuing or part-time positions for a period of up to one hundred and twenty (120) calendar days, or in the case of an approved leave of absence or sick leaves, for the duration of the leave. The period of employment of such persons will not exceed the absent employee's leave. In the case of a special non-recurring task, the one hundred and twenty (120) calendar day term could be extended a maximum of 12 months, upon mutual agreement of the Union, employee and the Employer.

Such temporary employees:

(a) shall pay Union dues in accordance with Article 5 of this Agreement;

(b) shall not accrue seniority in accordance with Article 12 of this Agreement;

(c) shall not be entitled to Sick Leave and Income Protection Plan as provided in Article 18 of this Agreement;

(d) shall not be entitled to holidays and vacations in accordance with Articles 16 and 17 of this Agreement, except as provided by the Employment Standards Act;

(e) shall not be entitled to Welfare Benefits as provided by Article 22 of this Agreement, except Canada Pension Plan contributions and OMERS contributions subject to OMERS eligibility requirements.

(f) Within each work location regular overtime call-in shall not be offered to temporary employees prior to being offered to full-time employees. This shall not apply to part-time employees called in to assist regular employees.

(g) shall receive one (1) day of paid bereavement leave to attend the funeral of family members listed in Article 20.01(a)

ARTICLE 13 PROMOTIONS AND STAFF CHANGES

13.01 Job Posting

(a) When a vacancy occurs or a new continuing full-time position is created within the bargaining unit, the Employer will post notice of the position on all bulletin boards for a period of five (5) working days so that present employees may have an opportunity to apply for the position.

(b) If an employee accepts a new position while on an approved leave of absence, any benefits the employee may be entitled to as a result of the

new position shall become effective the date the employee returns and commences the new position. Any waiting periods a benefit may be subject to will also start the date the employee returns and commences the new position.

13.02 Applications received as a result of the job posting will be considered along with all other applications received and the Employer will give due consideration to the qualifications, skill, ability and seniority of the applicants. Should none of the applicants be acceptable, the Employer reserves the right to fill the vacant position by promotion or transfer from within the bargaining unit.

13.03 Promotion, Transfer, Layoff & Recall

In all cases of promotion, transfer, layoff and recall from layoff, the qualifications, skill, ability and seniority shall be considered. Where the skill and ability are relatively equal, then seniority shall govern providing the employees affected have the qualifications to perform the work. In the event of a layoff, probationary employees shall be laid off first.

13.04 Trial Period

If a vacancy or new position is filled from within the bargaining unit, the employee so appointed shall be placed on trial for a maximum period of forty (40) working days. If the Employer considers the employee satisfactory in the position, the appointment shall be considered permanent at the end of the trial period. In the event the employee proves unsatisfactory or if the employee finds themselves unable to perform the appointed job, they shall be returned to their former position and other employees promoted or transferred as a result of the appointment shall be returned to their former positions.

13.05 No New Employees

No new employees will be hired until those on layoff who are qualified for the vacancy to be filled have been given an opportunity of re-employment.

13.06 Continuation of Benefits

The Employer agrees to pay the full cost of OHIP, Group Life, and Semi-Private coverage premiums on behalf of any employee with these coverages at the time of layoff who is laid off for a period of not more than three (3) months, provided that the employee does not find alternative employment.

13.07 When an employee is temporarily assigned to a higher job classification the higher rate of pay will apply.

13.08 Temporary Transfer

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, they shall be

paid the rate in the higher salary range immediately above their current rate for all hours worked in the higher paying position.

ARTICLE 14 LAYOFFS AND RECALLS

14.01 In the event of a proposed layoff of a permanent nature the Employer will endeavour to provide the Union with two (2) month's notice of the proposed layoff.

14.02 In the event of a reduction in a classification for any reason, the following procedure will apply.

(a) Junior employee(s) in the classification(s) affected will be the first displaced.

(b) Such displaced employees will then exercise their seniority on a bargaining unit-wide basis and displace the most junior employee in any job classification where they can meet all performance expectations within the specified time.

(c) Employees who have been displaced, and who have no opportunity to exercise their seniority as per this Article, will be laid off from the workforce.

(d) Full-time employees will have the option to displace other full-time or part-time employees. Part-time employees will displace part-time employees.

(e) In the event of a layoff temporary and probationary employees will be laid off first.

14.03 For purposes of layoff and recall, an employee will be eligible to exercise their seniority if they qualifies through one of the following:

(a) has successfully held the job classification in the past two (2) years.

(b) has successfully held the job classification at any time previously and demonstrates in a test, if the Employer requires, that it is reasonable to believe that they will be able to meet all performance expectations within the specified time.

(c) has never held the job classification, but gives the Employer reason to believe that they will be able to meet performance expectations. It is the responsibility of the employee to provide the Employer with up-to-date information pertaining to education and experience relative to this clause. The Employer will determine eligibility on the basis of the information available at the time the employee's eligibility is being considered. The Employer may require a test to demonstrate that it is reasonable to believe that the employee will be able to meet all performance expectations within the specified time.

14.04 When an employee exercises their seniority in accordance with this Article, they will be entitled to receive normal introductory instructions and a period of adaptation not to exceed ten (10) working days.

14.05 Where an employee has exercised their seniority and displaced a more junior employee, and subsequently proves unable to perform the job, such employee will be placed on another job by the Employer as per 14.03, seniority permitting.

14.06 (a) In the case of a layoff which does not extend beyond five (5) consecutive working days, seniority will be considered among only those employees assigned to the patrol district affected.

(b) For layoffs of greater than five (5) days but less than thirteen (13) weeks, the Union and those employees affected 'Nill receive ten (10) working days' notice

(c) In the case of layoffs due to a reduction in the workforce expected to last in excess of thirteen (13)weeks, those employees affected will receive twenty (20) working days' notice or notice according to the Employment Standards Act, whichever is greater.

14.07 (a) No new employee shall be hired until laid off employees are given the opportunity to return to work.

(b) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications as required to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

(c) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays), after being notified to do so by courier, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second date of mailing) and return to work within (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

14.08 It is understood that the employees will be dealt with in a fair, reasonable and equitable manner.

ARTICLE 15 HOURS OF WORK AND OVERTIME

15.01 Normal Hours

The normal work day for transportation employees shall be eight (8) hours per day (excluding meal breaks) and forty (40) hours per week Monday to Friday. The normal work day shall be scheduled between the hours of 7:00 a.m. and 3:30 p.m. with one-half (1/2) hour off for noon lunch period.

Work schedules may be changed by the Employer if posted electronically at least one week in advance. Work schedules during the months of December, January, February, March and April may be changed without prior notice.

Summer Hours: From the first Monday following the conclusion of winter afternoon shift operation until the second Friday in September, hours of work for transportation staff will consist of 10 hour days Monday to Thursday and 40 hours per week (6:00 a.m. to 4:00 p.m.), paid at straight time in accordance with Schedule A. Employees will receive overtime pay as per Article 15.02 if they work in excess of 10 hours Monday to Thursday and for any hours worked on Friday, Saturday or Sunday. Article 15.06 regarding shift premiums only apply outside of the established summer hours of 6:00 a.m. to 4:00 p.m.

The preceding paragraph does not apply to Waste Management employees. Waste Management employees' normal work day shall be eight (8) hours per day (excluding the 30 minute unpaid lunch period) and forty (40) hours per week Monday to Saturday.

This, however, does not constitute a guarantee as to the hours of work per day nor as to the days of work per week, nor as a guarantee of working schedules. Work schedules may be changed by the Employer if posted on the bulletin board at least one week in advance.

It is understood and agreed by the parties that the stated working schedules are not guaranteed, and that work schedules as stated herein shall not excuse employees from reporting for duty at such special times as may be occasioned by weather conditions and upon the call of their Foreman or other supervisory staff.

15.02 Overtime Pay

(a) All employees will receive one and one-half (1 1/2) times their regular hourly rate for time worked in excess of eight (8) hours per day. Roads employees will receive one and one-half (1 1/2) times their regular hourly rate for time worked on Saturdays, and two (2) times their regular hourly rate for time worked on Sundays. Waste Management employees will be paid two (2) times their regular hourly rate for time worked on Sundays. Work on Statutory holidays is governed by paragraph 17.04. Overtime which is

worked directly before or after the normal work day shall be paid at the applicable overtime rate with no minimum call-in pay. Overtime that is worked and is non-continuous shall be paid a minimum of two and one-half (2 1/2) hours at the applicable overtime rate.

(b) Employees will have the option of receiving paid time off (lieu time) at their regular hourly rate or paid overtime. Overtime earned may be accumulated to a maximum of eighty (80) hours during the accumulation period of December 1 - November 30 to be taken at times mutually agreed upon and not unreasonably withheld. During the winter maintenance months Transportation employees will be able to accrue an additional eight (8) hours of refillable lieu time to be used for hours of service reset.

All lieu time overtime accumulated and not taken by December 1 (or scheduled to be taken in the month of December) shall be paid out with the exception of eight (8) hours for Transportation employees. A minimum of two (2) weeks' notice in writing will be required for payroll processing of accumulated overtime.

15.03 Minimum Shift Pay

An employee required to report for work on their regular shift and who is required to work less than three (3) hours, shall be paid for a minimum of three (3) hours at their regular rate of pay.

An employee required to report for work for overtime on a Saturday or Sunday as outlined in (a) above and who is required to work less than two and one-half (2 1/2) hours, shall be paid for a minimum of two and one-half (2 1/2) hours at their regular rate of pay, or applicable overtime rate, whichever is greater.

15.04 Minimum Call-in Pay

When an employee is called in for overtime work outside their normal working hours they shall be paid for a minimum of three (3) hours at overtime rate.

15.05 Rest Period

Roads employees shall be permitted a fifteen (15) minute rest period in both the first half and the second half of their shift and a thirty (30) minute unpaid meal break during normal hours as outlined in Article 15.01.

During summer hours as outlined in Article 15.01, roads employees shall be provided with a twenty (20) minute meal break at approximately noon and a ten (10) minute meal break in the first half of the day.

Waste Management employees shall be permitted one (1) thirty (30) minute paid rest period and one (1) thirty (30) minute unpaid lunch period.

15.06 Shift Premium

All hours worked outside of the normal work day, as spelled out in Clause 15.01, shall have a shift premium of one dollar and twenty cents ($1.20) per hour paid to the employee working same.

15.07 a) An employee who is required by the Employer to work two (2) or more hours of overtime after the expiration of their normal hours of work in a single weekday shall be provided with a meal allowance of fifteen ($15.00) dollars.

b) An employee who is required by the Employer to work four (4) or more hours of overtime in a single day on a Saturday or Sunday shall be provided with a meal allowance of fifteen ($15.00) dollars.

15.08 There shall be no pyramiding of premiums

ARTICLE 16 HOLIDAYS

16.01 Employees shall receive the following holidays with pay:

New Year's Day	Family Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day (July 1)	Christmas Day
Civic Holiday	Boxing Day

Waste management employees will receive 4 floating holidays

Transportation employees will receive 2 floating holidays to be observed on a day to be determined by the County the Thursday preceding Labour Day and the Friday preceding Thanksgiving Day and two (2) additional eight (8) hour floating holiday to be scheduled and taken at a mutually agreeable time.

In the event that National Day for Truth and Reconciliation is declared a Provincial Statutory Holiday, the floating holiday will be reduced by one (1) day.

Any floating holidays not observed on a day determined by the County will be pro-rated during the first year of employment based on hire date and pro-rated during the last year of employment based on termination date. Unused floating holidays cannot be carried over from one year to the next.

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

16.03 In order to qualify for holiday pay an employee must work their last regularly scheduled day of work preceding the holiday and next regular scheduled day following the holiday unless the employee is on an approved leave of absence.

16.04 An employee required to work on a holiday will be paid at the rate of double time their regular straight time rate of pay for all authorized work performed on such a day in addition to whatever holiday pay to which he may be entitled. For clarity, double time refers to work on the actual holiday may be entitled. For clarity, double time refers to work on the actual holiday listed above and not the observed holiday referenced in 16.05.

16.05 If any of the above holidays fall on a Saturday or Sunday, the Employer shall establish the Monday and/or Tuesday subsequent to the holiday as the day to be observed as the holiday. For clarity, if an employee works on the observed holiday, the employee shall be paid time and one half (1½) in addition to any holiday pay to which they may be entitled.

ARTICLE 17 VACATIONS

17.01 Vacation entitlement is based on service on the employee's anniversary date in the calendar year and will be credited to the employee on January 1 of that year. To ensure adequate service level coverage, requests for annual vacation entitlement, less five (5) days, must be submitted by March 1st of each year and requests shall be granted on a seniority basis. After June 1st, any unscheduled vacation may be scheduled by the Foreperson.

Any vacation requested or changes to the requests that are received after March 1st will be approved on a first come first serve basis and are at the discretion of the supervisor.

(a) Employees with less than one (1) year of continuous service as of December 31 from the date of hire will receive .833 of a working day for each month of employment.

(b) Full-time employees in the active employ of the Employer shall be granted vacation with pay in accordance with the following:

Years of Continuous Service	Working Days Vacation With Pay
One (1) but less than two (2)	10
Two (2) but less than eight (8)	15
Eight (8) but less than fourteen (14)	20
Fourteen (14) but less than twenty (20)	25
Twenty (20) or more	30

17.02 An employee who quits their employment during the year shall be given a cash payment for accrued vacation credits. If the employee has taken more vacation than the employee has earned, the overpayment will be deducted from the employee's final pay.

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

17.04 An employee with more than one (1) year's service may carry over a maximum of five (5) working days' vacation with pay to the following year, subject to obtaining approval from the Director of Public Works prior to December 1st in the year during which such vacation credits were earned. Any vacation days approved to carry over must be scheduled by March 1st of the subsequent year.

17.05 Temporary and part time employees shall receive pay in lieu of vacation in each pay period in accordance with the Employment Standards Act.

ARTICLE 18 SICK LEAVE & INCOME PROTECTION PLAN

18.01 Effective June 4, 1982, the Plan of Sick Leave Benefits set out in County By-law No. 1932 was cancelled and replaced by the Sick Time, Short Term Disability and Long Term Disability Plans detailed in the following paragraphs, effective January 1, 2019.

18.02 For purposes of this Agreement, sick time and short term income protection benefits shall be accounted for in "hours", and the terms "day" and "week" shall be as defined in Article 15.01 of this Agreement.

18.03 SICK TIME & SHORT TERM INCOME PROTECTION PLAN SICK TIME

Each permanent, full time employee shall be entitled to 64 hours of paid sick time per calendar year to be used for non-occupational illness or injury or as a bridge to short term income protection benefits. This benefit is to be applied to periods of disability of three (3) consecutive working days or less. Any unused sick time will not be carried over from one year to the next.

SHORT TERM INCOME PROTECTION PLAN

On the fourth (4th) day of consecutive absence due to non-occupational illness or injury, or on the first (1st) day of absence due to hospitalization, the Plan provides that all full time employees who have completed their probationary period and are unable to perform their duties due to non-occupational illnesses or injury shall be entitled to income protection in accordance with the following schedule if acceptable medical documentation is provided in accordance with the description below.

For the purpose of this article, hospitalization is defined as:

- Admission to a hospital for in-patient services (does not include emergency room visits)
- Admission to a hospital or clinic for a day - surgical procedure or invasive investigative procedure requiring general or conscious sedation

In all cases, hospitalization must be confirmed by a medical certificate in order for short term income protection benefits to be paid from the first (1st) day of absence.

Length of Service	Insured Weeks Full Salary	66 2/3 of Salary
After completion of probationary period	1	16
1 year but less than 2 years	3	14
2 years but less than 3 years	4	13
3 years but less than 4 years	5	12
4 years but less than 5 years	6	11
5 years but less than 6 years	7	10
6 years but less than 7 years	9	8
7 years but less than 8 years	11	6
8 years but less than 9 years	13	4
Over 9 years	17	0

If an employee has exhausted their annual 64 sick hours, they may use vacation or banked lieu time to maintain their income during the three (3) day waiting period until they are eligible for short term income protection benefits.

Employees with less than nine (9) years of full time service may use accrued vacation or banked time to top up their salary to 100% during the seventeen (17) week income protection period.

The maximum short term income protection available in any calendar year, regardless of the number of separate incidents of absence, shall be seventeen (17) weeks. In the event an employee is in receipt of short term income protection at the end of a calendar year, short term income protection will be carried over into the following year. The seventeen (17) weeks of benefit will be re-instated

once the employee has worked five (5) consecutively scheduled days in the new calendar year.

Employees who are absent on account of non-occupational illnesses or injuries must report to their Department Head during the first day of absence, and where the absence is in excess of three consecutive working days, the employee, at the discretion of the Department Head, shall not be entitled to short term income protection unless an acceptable medical certificate from a qualified medical practitioner is produced to the immediate supervisor or Employee Health Coordinator at the commencement of the absence and includes where possible:

i) the expected Return to Work date or duration of absence;

ii) recommended restrictions and duration;

iii) prognosis for a full recovery to resume the essential duties of their job. Such medical certificate will be reimbursed by the employer, to a maximum of $40.

When an employee has been granted maternity leave or any other leave of absence without pay, the Short Term Income Protection Plan shall not apply during the period of leave of absence except as provided under the Ontario Employment Standards Act.

When an employee is covered under the Short Term Income Protection Plan, all benefits shall be continuous and deducted in the usual manner so that the employee will retain all benefits.

These benefits shall include regular vacations and paid holidays. If a paid holiday falls within the period of sick leave, the employee shall be paid at the percentage rate to which they are entitled.

The Short Term Income Protection Plan cannot be substituted while an employee is on an approved vacation or during a paid holiday.

An employee absent due to an occupational illness or injury and who is in receipt of compensation through the Workplace Safety and Insurance Board may request the employer to make up the difference between the amount of compensation paid and their salary. The Employer shall make up the difference in salary, if any, in accordance with the provisions of Article18.03.

18.04 LONG TERM DISABILITY

(a) The Employer agrees to pay 100% of the billed premiums of Disability Insurance offered by the County's Insurance Company. The basic benefits are as follows.

(b) The plan provides for all full time employees who have completed their

probationary period to be eligible to apply for a long term disability benefit. After a qualifying period of 119 calendar days of continuous disability, the employee will be eligible for long Term Disability payments in the amount of 75% of their monthly earnings rounded to the nearest dollar on date of disability to a maximum of $6,000.00 per month subject to the contractual terms and eligibility requirements as stipulated in the insurance company's master contract.

(c) The insurance coverage outlined above is described in detail in a booklet prepared by the County's Insurance Company and is available to each employee. The Employer reserves the right to change carriers on the insurance, with notification to the Union, provided the insurance maintains equal or better coverage.

(d) An employee who is receiving payment under the Long Term Disability Plan shall not accrue vacation and years of service credits.

(e) The Employer shall maintain the benefits of an employee who is receiving long term disability benefits for a period of twenty-four (24) months from the last day worked.

(f) If an employee is on Long Term Disability, their status of employment with the County shall be reviewed by the respective Department Head and the Manager of Human Resources, in consultation with the Union, after twelve (12) months from the date of disability.

18.05 Where the Employer requires a medical certificate from a qualified medical practitioner (with the exception of Clause 18.03), the Employer shall reimburse the employee for up to eighty (80) dollars towards the cost of the medical certificate.

ARTICLE 19 LEAVE OF ABSENCE WITHOUT PAY

19.01 The Employer may, in its discretion, grant leave of absence without pay and without loss of seniority to an employee for personal reasons. All requests for such leaves of absence shall be made in writing at least two (2) weeks in advance, except in the case of extenuating circumstances, to the Director of Public Works or designate.

19.02 The Employer will grant leave of absence, without pay, for Union business to employees providing such leave of absence does not interfere with the continuance of efficient operations by the Employer. It is understood that the maximum total of all leave granted under this section shall not exceed forty (40) working days in any calendar year and requests for such leave of absence shall be made in writing, at least two (2) weeks in advance.

19.03 No employee shall suffer any loss of pay when required to leave their employment temporarily with respect to a complaint, or grievance, or to carry on negotiations in accordance with the terms of this Agreement, during their regular working hours.

19.04 Pregnancy/Parental Leave

All employees who qualify in accordance with the Employment Standards Act will be eligible for pregnancy and parental leave.

(a) Pregnancy leave enables pregnant women to take 17 weeks of unpaid leave from work. They may choose to take less time or in special cases, the leave may be longer.

(b) Parental leave enables parents up to 61 weeks of unpaid leave from work if pregnancy leave was taken (63 weeks if pregnancy leave was not taken). This leave must start no later than 52 weeks after the baby is born or the child first comes into their custody, care or control. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave and must be taken all at once.

(c) A birth mother can take both pregnancy leave and parental leave for a total of 78 weeks off work.

(d) The Employer shall grant leave of absence without pay to a pregnant employee who has been employed for a minimum of thirteen (13) weeks prior to the employee's date of delivery. If the baby is born earlier, the employee is still eligible for pregnancy leave because of their date of delivery was at least 13 weeks after they started their job.

(e) Pregnancy leave can be taken at any time during the 17 weeks before the baby is born. The leave starts at a time determined by the employee. Pregnancy leave must be taken all at the same time.

(f) An employee must give two (2) weeks notice in writing together with a medical certificate estimating date of delivery when requesting a pregnancy leave of absence. The notice should also include the estimated date when the employee intends to return to take the full 17 weeks. Where the employee decides to change their plans, they must give the Employer at least four (4) weeks notice before the change is to happen.

(g) In cases where the baby is born earlier than the estimated date of delivery, the employee is expected within a two (2) week period following birth, to provide the Employer with:

- A letter from their doctor saying when the baby was due and when it was born,
- Written notice confirming the date their pregnancy leave began.

(h) An employee must give two (2) weeks notice in writing stating the date when

they plans to start a parental leave. The employee may also include the date when they plans to return to work. Where the employee decides to change their plans, they must give the Employer at least four (4) weeks' notice before the change is to happen.

(i) Pregnancy and parental leave of absence shall be without pay and without the other benefits set out in this collective agreement except as follows:

- Service and vacation credits shall continue to accumulate
- The employer shall continue to pay its share of premiums for all benefits and the employee shall pay their required share, if any, to the Employer, for such continuance.

(j) Periods of pregnancy or parental leave will not be counted towards completion of probationary periods of employment.

(k) If employees have any questions about Employment Insurance benefits while on leave, they should contact the Service Canada office.

(l) When an employee intends to resume their employment after pregnancy/parental leave, they shall provide the Employer with at least four (4) weeks' notice in writing. On return from pregnancy / parental leave, the employee shall be reinstated to their former position or provided with alternative work of a comparable nature at not less than their wages at the time of their leave.

(m) On confirmation by the Employment Insurance Commission (EiC) of the appropriateness of this Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy or parental leave as provided under this Article who is in receipt of Employment Insurance (EI) benefits pursuant to the Employment Insurance Act shall be paid a supplemental benefit. That benefit will be the equivalent to the difference between 75% of their regular weekly earnings and the sum of their weekly employment insurance benefit and other earnings for a maximum period of seventeen (17) weeks while the employee is in receipt of Employment Insurance benefits which includes the waiting period while waiting to receive Employment Insurance benefits. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal working hours.

In order to be eligible for the top-up under this Article, the employee must provide the employer with proof that they are in receipt of Employment Insurance benefits pursuant to the *Employment Insurance* Act (Canada) and the amount of the EI benefit they are receiving.

In no event will the top-up exceed the difference between 75% of the employee's actual weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's EI benefit

calculated without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act*.

ARTICLE 20 LEAVE OF ABSENCE WITH PAY

20.01 Bereavement Leave

An employee will be granted leave of absence, without loss of pay in order to make the necessary arrangements for and to attend the funeral of members of their family for up to the maximum number of scheduled work days set forth in the following schedule (one day may be saved to use for interment in the spring).

a) 5 days in the event of death of spouse, child, stepchild, mother, father, or step-parent of the employee, which time may include one day after the day of the funeral;

b) 4 days in the event of death of sister, brother, grandchild of the employee, which time may include one day after the day of the funeral;

c) 3 days in the event of death of grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee;

d) 1 day in the event of death of uncle, aunt, niece or nephew of the employee, or, to serve as a pallbearer.

e) If the Employee requires additional time off, they may request such time from their Manager/Director as vacation, lieu time, or leave without pay.

20.02 Jury Duty

If an employee is required to serve as a juror or subpoenaed witness in any court of law, they shall not lose any pay because of such attendance provided that the amount paid to them for such service or attendance is promptly repaid by them to the Employer. The employee shall present proof of service of attendance and shall notify the Employer immediately upon their notification that they will be required to attend court as a juror or subpoenaed witness.

ARTICLE 21 PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

Wages will be paid by the Employer bi-weekly on Thursdays. Time sheets from which the payroll is calculated will be submitted ten. (10) days in advance of pay day.

21.02 Mileage Allowance

An employee who is required to provide and drive their automobile on County

business will be paid an allowance per kilometer. Effective upon ratification the mileage reimbursement rate will be in accordance with the Canada Revenue Agency (CRA) provisions and all future changes will be in accordance with these provisions.

21.03 AZ & DZ Medical

The Employer will reimburse permanent employees required to have an AZ or DZ license for the cost of the associated medical to a maximum of $160 following the provision of a receipt for said medical.

21.04 Overpayment of Wages

Where the Employer makes an error on an employee's pay cheque that results in an overpayment, the overpayment will be recouped on the pay following the advice to the employee of the overpayment, provided the error does not exceed one hundred dollars ($100.00). Errors in excess of one hundred dollars ($100.00) will be repaid in accordance with a repayment agreement reached between the Employer, the employee and the Union. Such agreement will not be unreasonably withheld by any of the parties involved.

ARTICLE 22 WELFARE BENEFITS

22.01 Pension Plans

In addition to the Canada Pension Plan., every full-time employee shall join the Ontario Municipal Employees' Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

The Employer will deduct CPP contributions from pensionable earnings paid to an employee who is 65-70 years of age unless the employee has filed an election with the Employer to stop paying CPP contributions (the election will take effect on the first day of the month following the month the employee has provided a completed and signed election form).

22.02 Group Medical and Hospital Insurance Plans

The Employer participates in Group Medical and Hospital Insurance Plans, which includes semiprivate, a drug card with no deductible and Extended Health Care, and assumes 100% of the cost of the premiums. There is a $10.00 capped dispensing fee for prescription drugs as well as mandatory generic substitution. Chiropractic and massage coverage of $1000 per calendar year with a $70 per visit limit combined for both practitioners.

(a) It is a condition of permanent employment with the County that each employee join these Plans, unless the employee elects to file a valid exemption certificate. There is no waiting period for Extended Health Care,

Emergency Travel Assistance, and Dental Care. The waiting period is three (3) months of continuous service for all other benefits.

22.03 Group Life Insurance and AD. & D

(a) All employees are required to participate in the Group Life Insurance and AD. & D. Plan as underwritten by the County's Assurance Company in accordance with the terms and conditions set forth in the Master Policy which will provide life insurance on the employee to the extent of one and one-half (1) times their annual salary calculated to the next higher $1,000.00.

(b) The Plan provides for life insurance for dependents. For details see Schedule of Benefits under the Group Policy.

(c) The premium cost for Group Life Insurance and AD. & D. shall be 100% paid by Employer.

22.04 Dental Plan

(a) The Employer participates in a Basic and Preventative Dental Plan and agrees to pay 100% of the billed premiums.

(b) Under the Dental Plan, there is no calendar year deductible.

Basic and Preventative Dental Plan which provides for one hundred percent (100%) reimbursement one (1) year below the current Ontario Dental Association Fee Guide.

22.05 SunLife Benefit

Major restorative dental service at 50% reimbursement to a lifetime maximum, per insured person, of $2000 effective the first of the month following ratification by both parties.

22.06 Vision Care

Vision care will provide a maximum of $550 in a 24-month period. Vision care will increase to provide a maximum of $600 in a 24-month period, effective January 1, 2027.

22.07 The insurance coverage outlined above is described in detail in a booklet prepared by the County's Insurance Company and is available to each employee. The Employer reserves the right to change carriers on the insurance, with notification to the Union, provided the insurance maintains equal or better coverage.

The above mentioned benefits, including, Group Medical and Hospital Insurance Plans, Group Life Insurance and AD. & D., Dental Plan, Dentures and Vision

Care, will cease at age 65.

ARTICLE 23 BULLETIN BOARDS

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

ARTICLE 24 CLOTHING ALLOWANCE

24.01 The following items of clothing will be supplied to full time employees, at the Employer's discretion and replaced on an as need basis: safety hat with winter liner, safety goggles, safety vest, raincoat or rainsuit, rubber boots, protective apron, work gloves.

24.02 (a) The Employer shall purchase and supply to each full time, active (on payroll) employee, on or about April 15th of each year, one pair of waterproof safety boots. The style and quality of footwear provided shall be at the Employer's discretion, except that each employee shall have the choice of summer or winter type. Footwear supplied shall be worn on the job at all times.

(b) Temporary employees will be provided with one (1) pair of safety boots and one (1) article of clothing of their choice

24.03 The Employer shall purchase and supply to each full time, active (on payroll) employee one article of outdoor clothing (parka, bib, or coveralls) at the employee's choice per year. Employees may opt to receive a maximum of three (3) pairs of safety pants in lieu of outdoor clothing. The style and quality of coveralls provided shall be at the Employer's discretion. One additional suit of summer bib or coveralls will be provided at the Employer's discretion when a suit is presented for replacement.

The following items of clothing will be supplied on an annual basis; five (5) cotton safety shirts, two (2) cotton safety sweatshirts/hoodies.

Employees may opt to receive in lieu of any of the above number of cotton safety shirts and sweatshirts/hoodies, another type of safety clothing of equal or lesser value offered by the supplier.

ARTICLE 25 HEALTH AND SAFETY

25.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees. The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees

25.02 Employees required to use safety equipment as required under the Occupational Health and Safety Act and provided by the Employer are required to have the equipment with them at all times.

25.03 There will be two (2) union representatives from Local 1589 on the Public Works Joint Health and Safety committee. One (1) representative will be from the Waste Management Facility and one (1) representative will be from Roads. At no time shall the number of employer representatives exceed the number of worker members on the committee. The committee shall function in accordance with the terms of reference agreed to by the parties and as may be amended by the parties from time to time.

ARTICLE 26 STRIKES/LOCKOUTS

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

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

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

ARTICLE 27 PRESENT CONDITIONS & BENEFITS

27.01 Accrued Seniority

It is agreed that all employees in the bargaining unit shall be credited with seniority for past service to the County Transportation and Waste Management Services Division. A list showing accrued seniority, correct as of the date of signing of this Agreement, is attached hereto as Schedule B to this Agreement.

27.02 Accrued Pension

All benefits earned under OMERS and former pension plans prior to this Agreement accrue to the credit of employees in the bargaining unit.

ARTICLE 28 DURATION & RETROACTIVITY

28.01 The Agreement shall be in effect until December 31, 2028 and shall remain in effect from year to year thereafter unless either party gives to the other written notice of termination or desire to amend this Agreement.

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

28.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiation within fifteen (15) days after the giving of such notice if requested to do SO.

28.04 Limitation

This contract constitutes the entire Agreement between the parties, and supersedes and replaces all previous Agreements and practices both written and oral.

28.05 a) All monetary adjustments, including wages and applicable premiums, shall be retroactive to the effective date of the Collective Agreement for all employees in the bargaining unit who were employed on that date and who continue to be employed on the date of ratification of this collective agreement.

b) Employees who were employed on the effective date and who subsequently retire, were laid off, or otherwise ceased employment shall also be entitled to retroactive payment for all hours worked during the period of retroactivity provided they confirm current banking information to the employer.

c) Retroactive pay shall be calculated on all paid hours, including overtime, paid leaves, vacation, and any other earnings affected by the wage adjustments.

d) The employer shall issue retroactive payments within forty-five (45) days of ratification of this Collective Agreement or final approval by both parties, whichever is later.

e) Retroactive payments shall be issued as a separate deposit and accompanied by a detailed statement showing all calculations.

IN WITNESS WHERE OF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 25th day of September, 2026.

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1589.01	THE COUNTY OF OXFORD
Brad Archer (2026-09-20 10:05:25 EDT)	Amy Smith
Kodi Bogart (2026-09-24 15:23:55 EDT)	Karly Cummings
Joanne Kready (2026-09-15 17:45:23 EDT)	Melissa L Abercrombie
Rebecca Miller (2026-09-25 09:47:51 EDT)	Frank Jun

COUNTY OF OXFORD & C. U. P. E. LOCAL 1589

SCHEDULE A

Hourly rates of pay effective on the pay periods beginning January 1 each year:

Position	2025	2026	2027	2028
Patrol Labourer	$26.50	$28.84	$30.22	$31.13
Landfill Labourer	$29.06	$31.48	$32.94	$33.93
Hazardous Household Waste Depot Operator	$31.10	$33.58	$35.10	$36.16
Truck and Backhoe Operator	$31.10	$33.58	$35.10	$36.16
Landfill Equipment Operator	$31.10	$33.58	$35.10	$36.16
Grader Operator	$31.10	$33.58	$35.10	$36.16
Waste Management Compost/Collections Operator	$31.10	$33.58	$35.10	$36.16
Wast Management Lead Hand	$35.08	$37.68	$39.33	$40.51
Roads Lead Hand	$35.08	$37.68	$39.33	$40.51
Sign Technician	$31.10	$33.58	$35.10	$36.16
Assistant Patrol Foreperson	$37.73	$40.41	$42.14	$43.40

LETTER OF UNDERSTANDING BETWEEN
COUNTY OF OXFORD

-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1589

WINTER AFTERNOON SHIFT OPERATION

The parties agree to the following parameters for the creation of a winter afternoon shift:

Permanent and temporary Employees hired for the winter afternoon shift will work from approximately the third Monday in November to the first Friday of April each year, with advance notification provided to the union regarding a specific start date.

The afternoon shift hours are 3:00 p.m. to 11:30 p.m. with ½ hour lunch break, Monday to Friday inclusive.

Lead Hands and Truck and Backhoes Operators that work the winter afternoon shift will work the winter afternoon shift, will be available for overtime plus will be responsible for responding to maintenance call-ins and after-hours emergencies during the following hours:

Sunday at 8:00 p.m. to Monday st 3:30 a.m.
Monday at 11:30 p.m. to Tuesday at 3:30 a.m.
Wednesday at 11:30 p.m. to Thursday at 3:30 a.m.
Thursday at 11:30 p.m. to Friday at 3:30 a.m.
Friday at 11:30 p.m. to Saturday at 3:30 a.m.

During times not specified above, permanent full time employees will be offered the first opportunity to respond to maintenance call-ins and after-hours emergencies.

Wage rates will be as per Schedule “A” of the Collective Agreement plus shift premium as per Article 15.06 during the winter afternoon shift. There shall be no pyramiding of premiums. For example, overtime is not paid on premium shifts.

Lead Hand

Initially four Roads Lead Hands will be required at any given time for winter afternoon shift, however, it is anticipated that additional lead hands will be required in order to share in weekend/statutory holiday coverage and where agreed that Lead Hands will rotate. These four positions may be filled/shared in the following ways:

1) More than one permanent full time employee can rotate weekly
2) More than one permanent full time employee can rotate weekends

3) Temporary employee(s) may fill the position(s) should no permanent full time employee apply
4) Any another rotation system approved by Management

The above is subject to the requirement for one acting lead hand per shop at any given time.

The lead hand positions will be posted in accordance with the collective agreement job posting procedures, however, internal postings will be limited to the patrols.

Placement will be based on qualifications and experience.

Successful candidates will be backfilled with either permanent or temporary employees (refer to Truck and Backhoe Operator section below) and upon the conclusion of the winter shift period, permanent full time employee(s) that held the Lead Hand position(s) will return to their classification and patrol yard held prior to the winter shift.

As required, the Roads Lead Hand may be used at other times of the year when the assistant Patrol Foreman is absent.

Truck and Backhoe Operators

The positions will be posted in accordance with the collective agreement job posting procedures.

Successful candidates will be backfilled with temporary employees (to be hired in accordance with Clause 12.08 and upon the conclusion of the winter shift period permanent full time employees will return to their classification and patrol yard held prior to the winter shift and temporary employees shall be terminated unless they are successful at another job posting should one arise.

If a patrol has more Truck and Backhoe Operators than required for the day time winter operations, the least senior Truck and Backhoe Operator(s) at that patrol will be offered the afternoon shift position at their regular patrol. Should they decline the afternoon shift position, they will displace the least senior Truck and Backhoe Operator(s) in the bargaining unit and work the day shift at that patrol. The least senior Truck and Backhoe Operator(s) will subsequently be required to work the afternoon shift. These changes will be effective for the winter shift period. Following the conclusion of the winter shift period, displaced Truck and Backhoe Operator(s) will return to their original patrol(s) and/or position(s).

Dated this 25th day of September, 2026.

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1589.01	THE COUNTY OF OXFORD
Brad Archer (2026-09-20 10:05:25 EDT)	Amy Smith
Kodi Bogart (2026-09-24 15:23:55 EDT)	Karly Cummings
Joel Bready (2026-09-15 17:45:23 EDT)	Melissa L Abercrombie
Rebecca Miller (2026-09-25 09:47:51 EDT)	Frank Jan

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