

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE UNITED COUNTIES
OF STORMONT, DUNDAS AND GLENGARRY
(hereinafter called the “Employer”)
PARTY OF THE FIRST PART

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS’ LOCAL 1715
(Stormont, Dundas and Glengarry Outside Roads Employees’ Union)
(hereinafter called the “Union”)
PARTY OF THE SECOND PART

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in operations.
- (d) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 Definitions

Employer:

The term Employer, County or Management, as used in this agreement, shall mean the United Counties of Stormont, Dundas & Glengarry.

Supervisor: Fleet Supervisor, Field Technician, Night Shift Supervisor and Patrol Supervisor.

Full-Time:

Full time staff are those employees who regularly work the standard weekly hours for the Employer for 52 weeks each year, including vacations, on a continuing basis.

Part-Time:

Part-time staff are those employees who work no more than 32 hours weekly.

Temporary Staff:

- A) Temporary staff shall be employees hired in the following circumstances:
- 1. Employees who are hired for a specific task or for a period of time.
 - 2. Employees hired to replace an employee in the bargaining unit who is on approved leave of absence, pregnancy and/or parental leave, absence due to WSIB disability, sick leave, or long-term disability, or to replace an employee who has taken another position with the Employer on a temporary basis. The release or discharge of such persons during the term or at the end of the temporary hiring shall be at the sole discretion of the Employer and shall not be the subject of a grievance or arbitration and the completion of the job or the project shall not be deemed to be a lay-off.

- B) Except where specifically modified within this Agreement, a temporary employee shall have all the rights of a regular employee. The wages and benefits for the temporary employee shall be as set out in the Offer of Employment that the Employer makes to the temporary employee. Temporary employees hired to replace a bargaining unit employee shall be placed in the same wage category as the employee who is being replaced.
- C) The Employer will provide the employee with an offer letter setting out the terms and conditions of employment. The Union will be notified each time a temporary employee is hired and the length of the temporary employment.
- D) A temporary employee who is the successful applicant to a permanent position in the bargaining unit, and who successfully completes the probationary period, shall be granted seniority from the last date of hire as a temporary employee, provided that there is no break in service between the term of the temporary employment and the start of the permanent employment. The Employer, in its sole discretion, may reduce the probationary period to include part of the time as a temporary employee for an employee who is hired as a permanent employee in exactly the same position that the employee filled as a temporary employee.

C.A.O.: Chief Administrative Officer

Director: Director of Transportation Services

Management Official:

A Management Official shall be the Manager of Operations, Manager of Capital Works, Human Resources Manager or in their absence, an individual above these ranks.

Casual Staff:

Casual staff are those employees who are employed to work on an intermittent basis and who may elect to work or not when requested to do so.

Spouse:

As defined under the *Family Law Act*, RSO 1990, C.F.3

Union:

The term "Union" shall mean the Canadian Union of Public Employees and its' Local 1715, also known as Stormont, Dundas and Glengarry Outside Roads Employees' Union.

- 1.03 The Union agrees that the Employer may retain extra employees who are hired through Federal or Provincial Government grant programs with the understanding that such employees shall be covered by all terms of the existing agreement with the exceptions of Articles 13 (Seniority), 14 (Job Postings), 15 (Lay-offs and Recalls), 20 (Sick Leave Provisions), 21 (Leave of Absence), and 23 (Employee Benefits and Allowances).

If such government program states the hourly rate to be paid and level of benefits, then such employee may be paid at that hourly rate, but all of the above conditions apply.

- 1.04 The Union agrees that the Employer may use Co-op students in the workplace. It is understood that Co-op students may or may not receive monetary compensation and are not covered by this Collective Agreement.
- 1.05 The County agrees that any employee hired under a government sponsored or Co-op program, a casual employee, or a temporary employee shall not cause the lay-off or a reduction in hours of any regular employee. It is further understood that none of the above-mentioned employees will be hired to do the work of a position that has been declared redundant.
- 1.06 In this Article, “working days” shall mean normal working days and shall exclude Saturdays, Sundays, and Statutory Holidays, even though an employee may work on these days.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes 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, lay-off, 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, reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement;
 - (d) In the event of an emergency, the CAO or designate may determine that staff be temporarily reassigned to assist another department.

These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Canadian Union of Public Employees and its' Local 1715 as the sole and exclusive collective bargaining agent for all employees of its' Transportation Division, save and except Supervisor, persons above the rank of Supervisor, office staff, Field Technician, Design Technician, and students employed during the school vacation period, and hereby agrees to negotiate with the Union or any of its' authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit
Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, experimenting or of continuing essential services which shall mean to include winter maintenance and other emergency road services when regular employees are not available, and provided that the performing of the aforementioned does not reduce the regular working hours or pay of any employee.

3.03 No Other Agreements
No employee shall be required or permitted to make a written or verbal agreement with the Employer or their representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 – DISCRIMINATION

4.01 Employer Shall Not Discriminate
The Employer and the Union agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee within the bargaining unit.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Employees to be Members.
Any employee who is eligible for membership, commencing employment after the signing of this agreement, shall, as a condition of continued employment, become and remain a member in good standing in the Union within the probationary period.

5.02 Notice of Employment

- (a) The Employer shall provide the Union with the name of any employee whose employment is subject to the provisions of this collective agreement within the initial thirty (30) days of employment, and such notice is to state the date of commencement, regular work location and job classification.
- (b) The Union shall be provided with the names of those individuals who are hired by the Employer's Transportation Division to work as students during the school vacation periods, together with designated area of employment.

5.03 Union Payments

The Employer shall deduct from an employee's regular wages such Union dues as may be authorized by the Union. The Union shall give the Employer no less than one (1) month's written notice of any change in union dues.

Deductions

Deductions shall be made from each employee's bi-weekly pay and shall be forwarded to the National Secretary-Treasurer of the Union bi-weekly, accompanied by a list of the names of the employees from whose wages the deductions have been made, together with any notified change of address for any such employee. A copy shall also be sent to the Secretary-Treasurer of the Local Union.

ARTICLE 6 – NEWLY HIRED EMPLOYEES

- 6.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect. Within thirty (30) days of an employee commencing employment, the employee shall be provided with an opportunity to meet with a Union Steward in the area in which they work. The Union Steward will give the new employee a copy of the Collective Agreement and the Union shall be allowed an opportunity to meet with such new employee for up to fifteen (15) minutes for the purpose of acquainting the employee with the Union.

6.02 Probation for Newly Hired Employees

A newly hired employee shall serve a probationary period of five hundred and twenty (520) regularly worked hours from the date of hiring, during which time they may be discharged at the discretion of the Employer. During the probationary period, the employee shall, however, be entitled to all other rights and benefits of this agreement unless otherwise provided herein, and with the exception of the grievance procedure pertaining to discharge. The Employer may, with written notice to the employee and the Union prior to the expiry of the initial probationary period, extend the probationary period of up to five hundred and twenty (520) regularly worked hours. The written notice will provide an explanation as to the need for such extension.

ARTICLE 7 – CORRESPONDENCE

7.01 Except where provided elsewhere in this Agreement, any correspondence between the Parties on matters arising out of this Agreement will be directed to the President and the Secretary of the Union and to the Director of Transportation or designate. The C.U.P.E. National Representative will be copied on such correspondence.

7.02 The Corporation shall advise the President and the Secretary of the Union in writing of all promotions, transfers, hirings, lay-offs, recalls, terminations, resignations, retirements and new or updated job descriptions for unionized positions.

7.03 With respect to information related to Union dues, correspondence shall be between the Secretary of the Union and the Counties' Director of Financial Services.

ARTICLE 8 – LABOUR-MANAGEMENT BARGAINING RELATIONS

8.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesman. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its' Supervisory personnel with whom the Union may be required to transact business.

- 8.02 Union Bargaining Committee
A Union Bargaining Committee shall be elected by its members and shall consist of not more than three (3) members of the Union, specifically the Local President, Vice-President, one member and the CUPE National Representative. The Union will advise the Employer of the Union nominees to the Committee.
- 8.03 Function of the Bargaining Committee
All matters pertaining to negotiating of changes to this collective agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement, in accordance with the provisions of this Agreement.
- 8.04 Representative of the Canadian Union of Public Employees
The Union shall have the right, at any time, to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall not be denied access to the Employer's premises in order to investigate and assist in the settlement of a grievance.
- 8.05 Time Off for Meeting
It is agreed that any member of the Union Bargaining Committee, who is in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer with entitlement to remuneration of their regular hourly rate for time lost from work while attending such meetings. Such payment shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day.
- 8.06 Labour-Management Committee
- (1) A Labour-Management Committee shall be established consisting of the Union's President, the Vice-President and one member of the Union and three (3) County staff representatives. Other individuals may be included as required and as mutually agreed between the Parties.
 - (2) The Committee shall meet at least two (2) times yearly, or as requested and mutually agreed to by the Parties, at a mutually agreed time and place with at least forty-eight (48) hours' notice in advance. Employees shall not suffer any loss of pay for time spent at such meetings.
 - (3) The Committee shall concern itself with general matters, i.e.:
 - (a) constructive criticisms of activities to improve relations between the County and the Union;
 - (b) reviewing suggestions from the County, the Union or employees, questions of working conditions, and service (but not grievances);

- (c) attempting to correct conditions causing grievances and misunderstandings.

8.07 Information for Collective Bargaining Purposes

The Employer will make available to the Union any information within their possession with respect to job classifications and employee benefit plans which is desired and requested by the Union for collective bargaining purposes.

ARTICLE 9 – UNION COMMITTEES AND STEWARDS

9.01 The Union acknowledges that the employees appointed to Committees or as Stewards will continue to perform their regular duties on behalf of the Corporation and that such persons will not leave their duties without first obtaining the permission of their Supervisor or in their absence, a management official before undertaking Union business. Upon completion of such Union duties, they shall report back to their job to which they had been previously directed.

9.02 It is understood that such permission shall not be unreasonably withheld.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 Grievance Defined

A grievance is defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of the Agreement. Grievances shall be of three types namely:

- a) Individual grievances – that is, a grievance relating to or affecting a specific employee.
- b) Policy/Union grievance – that is, a grievance directly between the Corporation and the Union. Policy/Union grievances may only be submitted by the Union Executive.
- c) Group grievances – that is, where a number of employees have identical grievances and each employee would be entitled to grieve separately, the Union Executive may present a group grievance.

10.02

Grievances, in order to be processed, must state the sections of the Agreement allegedly violated, and all the necessary details of the matter to be resolved, as well as any relief being sought by the employee(s). The grievance must also bear the signature of the employee(s) or a Union representative. An earnest effort shall be made to settle any complaints or grievances arising out of this Agreement fairly and promptly in the following manner.

a) Complaint Step (Informal Discussion)

An employee who believes they have a complaint or a difference with the Employer shall first discuss the matter with the employee's Supervisor or Management Official within ten (10) working days of the occurrence, giving rise to the complaint, or from the date they reasonably became aware of it. The purpose of this discussion is to attempt to resolve the matter informally before proceeding to the formal grievance process. The Supervisor or Management Official shall provide an oral or written response to the employee within five (5) working days following the discussion. Attempts to resolve a complaint informally shall be made without prejudice to the position of either party in any subsequent grievance or arbitration proceedings.

b) Step 1

Failing resolution at the Complaint Step (Informal Discussion) the employee and a Union Representative may file a grievance with the Management Official within ten (10) working days from the date the employee's Supervisor or their designee's response should have been given. Within ten (10) working days from the date that the Management Official has received the written grievance, the parties may hold a meeting which will include the employee, accompanied by a Union representative. The Management Official shall give their decision, in writing, within ten (10) working days following the date the grievance was filed or if a meeting was held, within ten (10) working days following the date of the meeting.

c) Step 2

Failing resolution of the grievance at Step 1, the Union, within ten (10) working days of the date the decision of Management Official should have been given, may file the grievance in writing with the Chief Administrative Officer or designate. Within ten (10) working days of the filing of the grievance at Step 2, the parties may hold a meeting which will include the employee(s), accompanied by a Union representative. In addition, the Union President or the Shop Steward may elect to attend.

The Chief Administrative Officer or designate shall give their decision in writing within ten (10) working days following the date the grievance was filed at Step 2 or if a meeting was held, within ten (10) working days following the date of the meeting.

- 10.03 Policy/Union grievances and Group grievances shall be filed in writing at Step 2 of the grievance procedure and shall be submitted by the Union within fifteen (15) working days from the time the incident giving rise to the grievance occurred, or ought to have reasonably come to the attention of the Union.
- 10.04 Any decision given at Step 1 or 2 of the grievance procedure shall be given in writing with copies being given to the employee, Union President and the Union Secretary.
- 10.05 For the purpose of this Article and Article 11, a working day shall be defined as Monday through Friday, exclusive of Saturdays, Sundays and paid Holidays.
- 10.06 For the purpose of this Article, Union representative shall mean a Shop Steward or a member of the Union Executive.
- 10.07 All grievances are the property of the Union and shall be processed and controlled by the Union through the various Steps.
- 10.08 Management Grievance
Any grievance instituted by Management is to be referred in writing, stating particulars of the grievance and redress sought, to the Secretary of the Union within ten (10) working days of the incident so grieved. Prior to the rendering of a decision under this Article, a meeting will be held between the parties concerned within ten (10) working days of the grievance submission to endeavor to resolve the matter being disputed. The Union Executive shall meet within ten (10) working days to consider the grievance and shall render its decision within ten (10) working days of such meeting.
- 10.09 Facilities for Grievance
The Employer shall supply the necessary facilities for the grievance meetings.
- 10.10 Grievance Pay Provision
Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during Step 1 or 2 of the established procedures for settling grievances.
- 10.11 May Omit Grievance Steps
An employee, considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 10, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such cases, and the grievance shall be submitted to the Director within ten (10) working days of the discharge or suspension.

ARTICLE 11 – MEDIATION/ARBITRATION

- 11.01 After the grievance procedure as set out in Article 10 has been exhausted, and before an Arbitrator or Board of Arbitration is contacted under this Article, either Party may seek the services of a Mediator to assist in resolving the Parties' differences. It is agreed that the services of a Mediator will only be retained on the written consent of both Parties. In the event a Mediator is appointed, a referral to arbitration shall be delayed until after the Mediator has conducted a meeting of the Parties. The Parties shall equally share the expense of the Mediator.
- 11.02 Appointment of a Sole Arbitrator
Either party may, within fifteen (15) working days of the rendering of a decision by the Union Executive or the Chief Administrative Officer, under Step 2 of the Grievance Procedure, request that a grievance be submitted to arbitration. The request shall be made in writing to the other party of the agreement and indicate three (3) persons proposed to act as a sole arbitrator. The recipient of the notice shall within ten (10) working days accept one of the three (3) proposed arbitrators or notify the other party of three (3) persons proposed to act as sole arbitrator.
- 11.03 Failure to Appoint
If the parties are unable to agree upon an arbitrator within a period of ten (10) working days, they shall request the Ministry of Labour of the Province of Ontario to appoint such arbitrator.
- 11.04 Board Procedure
The Arbitrator shall determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 11.05 Decision of the Arbitrator
The decision of the Arbitrator shall be final, binding and enforceable on all parties, and may not be changed. The Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement, which it deems just and equitable.
- 11.06 Expenses of the Arbitrator
Each party shall pay one half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing such arbitration if and when the necessity arises.
- 11.07 The time limits set out in both the grievance and arbitration procedures herein are mandatory and failure to comply strictly with such time limits shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48(16) of the *Labour Relations Act*. Notwithstanding the above, the parties may extend the time limits upon written mutual agreement.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Discharge Procedure
An employee who has completed their probationary period may, for just cause, be discharged upon the authority of the Director. A Management Official may suspend an employee and shall report such action to the Director. When such employee is discharged or suspended, they shall be given the reason of any such action in writing by the Management Official, with a copy thereof sent to the Union. In the event of any employee being disciplined or terminated, such employee shall have the right to discuss the situation with the Union President or designate before having to leave the premises.
- 12.02 Burden of Proof
In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.
- 12.03 Unjust Suspension or Discharge
When it has been determined that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost, in an amount equal to their normal earnings, during the pay period next preceding such discharge or suspension, or any other arrangement as to compensation which is just and equitable, in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 12.04 Disciplinary Procedure
The Employer and the Union agree that the purpose of disciplinary action is to assist employees in correcting misconduct or unsatisfactory work performance. It is further agreed that continued misconduct and/or work performance issues shall be dealt with in a progressive manner.
- Whenever the Employer deems it necessary to discipline an employee, the Employer shall, within ten (10) working days thereafter, give written particulars of such discipline to the employee involved with a copy to the Union.
- The Employer and the Union agree that normally the steps of progressive discipline are as follows:
- a) Verbal Warning (documented)
 - b) Written Warning
 - c) Suspension
 - d) Discharge

It is expressly acknowledged that in certain circumstances and given the nature of the employee's misconduct/work performance, a repetition of any of the steps of the progressive disciplinary procedure may be warranted or may justify a bypassing of any or all of the steps in the progressive disciplinary procedure and may lead to immediate termination.

12.05

Documentation

Should the Employer fail to provide notice in accordance with Article 12.05, the notice of discipline shall not form part of the employee's personnel file for use against him at any time.

The disciplinary record of an employee shall not be used against him following the expiration of eighteen (18) months following the imposition of disciplinary action unless notice of additional unsatisfactory work performance or misconduct of a similar nature has been issued during that eighteen (18) month period. Leaves of absence in excess of thirty (30) calendar days will not count towards the eighteen (18) month period.

ARTICLE 13 – SENIORITY

13.01

Seniority Defined

Seniority is the length of service that an employee within the bargaining unit accrues during their employment with the Employer's Transportation Division, including temporary periods of employment which are not within the bargaining unit and leaves of absence as defined by the *Employment Standards Act* and the Collective Agreement, and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall be accrued based on regular hours paid with 2080 hours representing one (1) year of service.

13.02

Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced and the length of accrued service which shall be exclusive of any period that the employee is on lay-off, suspension or unauthorized leave. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in February of each year and upon request by the Union for an updated list once per calendar year.

13.03

Loss of Seniority

An employee shall lose their seniority and shall be deemed to have terminated their employment when the employee:

1. voluntarily quits;
2. is discharged and is not reinstated through the grievance or mediation/arbitration procedure;
3. is laid off for a period of eighteen (18) months;
4. upon being recalled from a layoff, fails to report to work within five (5) working days from the date of notification by the Employer by registered mail; unless the employee provides a reason satisfactory to the Employer. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer ten (10) working days' notice of termination to accept the recall;
5. fails to return to work upon termination of an authorized leave of absence;
6. uses a leave of absence for a purpose other than for which it was granted
7. retires;
8. is absent from work for three (3) consecutive working days unless the employee provides a reason satisfactory to the Employer;
9. is unable to return to work due to disability and has expired their entitlement to short-term and long-term occupation disability coverage or thirty-six (36) months has expired since their last day of work whichever is the greater period of time.
10. casual only – is not called in for a period of twelve (12) months or refuses to accept work on three (3) consecutive occasions upon which the Employer advises the casual employee that work is available unless the employee provides a reason satisfactory to the Employer.

ARTICLE 14 – JOB POSTINGS

14.01 Internal Job Postings

When a vacancy occurs, or a new position is created inside of the bargaining unit, the Employer shall post notice of the position on all bulletin boards for a minimum of seven (7) working days. Any internal vacancies that arise out of the initial posting or subsequent posting(s) will be posted for three (3) working days. A copy of the notice will be sent to the Union. Notice with respect to a vacancy shall be posted within ten (10) working days of the position becoming vacant.

Vacancies caused by absence due to illness, accident or emergency need not be posted. Such temporary vacancies may be filled immediately and offered based on seniority. Where the vacancy cannot be filled within the bargaining unit, the Employer will endeavour to fill the vacancy using established job posting procedures. However, in exceptional circumstances, the Director may decide that the vacancy be immediately filled.

Notwithstanding, a casual employee will not be considered for an internal posting until they have completed five hundred and twenty (520) hours of work with the Employer.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, date of posting and closing date. Postings for temporary employment shall also indicate expected duration of employment.

14.03 Role of Seniority in Promotions and Transfer

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.05. An appointment from within the bargaining unit shall be made no later than fifteen (15) working days after the posting closed.

- 14.04 Trial Period
The successful applicant shall be placed on trial for the period of twenty (20) working days. Conditional on satisfactory service, the employee shall be declared permanent after the period of twenty (20) working days, or in the case of a Lead Hand, forty (40) working days.
- In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.
- 14.05 Relative Ability
Notwithstanding Article 14.03, selection to the position of Lead Hand shall be on the basis of qualifications, experience, education or equivalency and ability to perform the work satisfactorily. When these factors are relatively equal, seniority shall govern.
- 14.06 Notification to Employee and Union
Within five (5) working days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards and a copy of such notice shall be sent to the Secretary of the Union.
- The Employer shall forthwith notify the Union in writing of all appointments, hiring's, lay-offs, and recalls, including the dates thereof.
- 14.07 New Classifications
When a new classification within the bargaining unit, not covered by Schedule "A" is established, the rate of pay and duties of the position shall be discussed and shall be agreed upon by the parties and appended to this Agreement. In the event that agreement cannot be reached the dispute shall be referred to arbitration. Any rate so established shall be retroactive to the time the position was filled by an employee.
- 14.08 Training Period
The Employer shall, at the Employer's discretion, provide sufficient training to any employee considered by the Employer to require training for the position being assumed.

ARTICLE 15 – LAYOFFS AND RECALLS

- 15.01 Role of Seniority in Layoffs
Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, unless such employees possess special qualifications which are essential for the performance of the available work, such as Class “A” mechanics.
- 15.02 Recall Procedure
Employees shall be recalled in the order of their seniority, providing they are qualified to do the required work.
- 15.03 No New Employees
No new employees shall be hired until those qualified to perform the same type and class of work on lay-off have been given an opportunity of recall.
- 15.04 (a) Advance Notice of Layoff
A minimum notice of ten (10) working days, or equivalent in pay, shall be given when an employee is to be laid off for a period of less than thirteen (13) weeks.
- (b) A lay off that is to last more than thirteen (13) weeks shall be done in accordance with the *Employment Standards Act*.
- 15.05 Grievances on Layoffs
Grievances concerning layoffs due to a reduction in the working force, shall be initiated at Step 2 of the grievance procedure.

ARTICLE 16 – HOURS OF WORK

- 16.01 Regular working hours will be guaranteed a minimum of forty (40) hours per week Monday to Friday and a thirty (30) minute daily meal break, without remuneration.

The below schedules are intended to comply with “Hours of Service” Legislation.

The summer workweek schedule will be four consecutive days, with half a patrol working Monday to Thursday and the other half working Tuesday to Friday. The Monday or Friday reset day* will be selected based on seniority.

The winter workweek schedule will include a night shift. Staff assigned to 10-hour shifts will have a scheduled reset day within the workweek. The cycle reset day* will be granted based on seniority, as follows:

- a) Day shift: seniority within the employees' assigned patrol garage.
- b) Night shift: seniority within the employees' assigned patrol area (i.e. East or West)

*Staff may be permitted to occasionally adjust their reset day with prior approval from their Supervisor.

The Employer will endeavor to provide affected employees with two (2) weeks' notice prior to changing the above noted schedules.

Notwithstanding the above, the Mechanic and select Labourer/Operator positions will remain on an eight (8) hour shift Monday to Friday.

16.02 Paid Rest or Relief Periods

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift at a time selected by the Employer.

16.03 Reporting Pay Guarantee

An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay.

16.04 Inclement Weather

Employees shall not have their work week reduced because of inclement weather. Employees who cannot perform their regular work because of inclement weather shall be assigned alternate work.

16.05 Maximum Duty Hours

No employee of the Bargaining Unit shall suffer any loss of wages, benefits, or seniority as a result of the Employer's compliance with the prescribed maximum duty hours under the *Ontario Highway Traffic Act*.

ARTICLE 17 – OVERTIME

17.01 Overtime Defined

- (a) For employees working regular working hours, all hours worked in excess of the regularly scheduled hours of work per day, shall be considered overtime and be paid at the rate of time and one half.
- (b) Employees required to work other than their regular work hours, shall be paid for such work at the rate of time and one-half.
- (c) For casual employees, all hours worked in excess of eight (8) hours per day, shall be paid at the rate of time and one half.

17.02 Time Off in Lieu of Payment for Overtime

- (a) In lieu of payment for overtime, an employee may elect to accumulate such hours to provide for subsequent time off with pay, on the basis that one (1) hour worked will provide one and one-half (1-1/2) hours of time off with pay. Double time worked can be banked as double time.
- (b) Notice of election to accumulate overtime for subsequent time off shall be given to the appropriate Supervisor, prior to the completion of the attendance records by such Supervisor, for the processing of payroll for each pay period.
- (c) A maximum bank of 120 hours of compensating time off is permitted at any time. The timing of the compensating time off shall be at the discretion of the Supervisor. The Supervisor shall not unreasonably deny any employee's request for compensating time off. With reasonable notice all or some accumulated banked hours shall be paid to an employee upon request by the employee on the next pay after the request being made.

17.03 Payments For or Supply of Meals

- a) An employee who works overtime in excess of two (2) hours at the end of their regular shift, during the period of Monday to Friday inclusive, and who has not been notified before reporting for work that they will be required to so work will be paid a meal allowance of up to \$25.00 (increasing to \$30.00 effective April 1, 2027), upon presentation of a receipt therefore.
- b) An employee who is required to work on a Saturday or Sunday shall, if eight (8) consecutive hours or more are worked, be paid a meal allowance of up to \$25.00 (increasing to \$30.00 effective April 1, 2027), upon presentation of a receipt therefore.

17.04 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

17.05 Sharing of Overtime

Overtime assignments are expected as normal course of business in accordance with the operational requirements of the Employer. The Employer will endeavor to distribute any available overtime work among its employees within each patrol area, who are willing and qualified to perform the available work.

17.06 Overtime During Layoffs
There shall be no continuous overtime worked in any operation while there are full-time employees on layoff, able and willing to perform the available work, except during periods of emergencies.

17.07 Call Back Pay Guarantee
An employee who is called in to work outside their regular working hours shall be paid a minimum of three (3) hours of overtime rates, which includes a maximum of one-half (1/2) hour of travel time, commencing with the time they leave their home to report for duty and concluding on the completion of the necessary work.

ARTICLE 18 – HOLIDAYS

18.01 Paid Holidays

- (a) The Employer recognizes the following for employees working regular working hours as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	1/2 day Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
	½ day New Year's Eve
National Day for Truth and Reconciliation	

and any other day proclaimed as a holiday by the Federal, Provincial or County Government.

Part-time, casual, and temporary staff will receive compensation for public holidays in accordance with the *Employment Standards Act*

- (b) Full-time employees with one (1) or more years of service will be granted two (2) floating holidays (20 hours) for that calendar year. Employees with three (3) months but less than one (1) year of service will be granted one (1) floating holiday (10 hours) for that calendar year.

Floating holidays shall be arranged by mutual agreement between the employee and their Supervisor and may be taken any time during the year subject to the requirements of the Transportation Division and provided it is taken on a day the employee would otherwise be scheduled to work.

- 18.02 Compensation for Holidays Falling on Saturday
When any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement.
- 18.03 Compensation for Holidays Falling on Sunday
When any of the above noted holidays falls on a Sunday and is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding clause already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.
- 18.04 Work on a Holiday
An employee required to work on any such holiday, shall, in addition to their regular pay for the holiday, be paid at the rate of time and one-half for each hour so worked. The Employer may, if an employee agrees, within thirty (30) days, substitute another working day for the holiday.
- In order to qualify for any of the above holidays, an employee must have worked on their last scheduled work day immediately preceding and work the day immediately following the holiday, unless absence is due to illness and remuneration from cumulative sick leave credits is payable for the days so absent. An employee has no entitlement to holiday pay if they fail, without reasonable cause, to work all of their last regularly scheduled day of work before the public holiday or all of their first regularly scheduled day of work after the public holiday.
- Notwithstanding the foregoing, an employee who is required to work on Christmas Day (December 25), Boxing Day (December 26), New Year's Day (January 1) and/or Easter Sunday shall, in addition to their regular pay, be paid at the rate of double time for each hour worked on such days.

ARTICLE 19 – VACATIONS

19.01

Length of Vacations

Vacation year runs from January 1st to the end of December on any year. A continuous full-time employee shall receive an annual vacation entitlement with pay, as of January 1st in each new calendar year, in accordance with their years of employment:

Less than 1 year: 5/6 working day per month

1 year or more on January 1st: 2 weeks

On January 1st in the calendar year of the 4th anniversary & each year thereafter: 3 weeks

On January 1st in the calendar year of the 9th anniversary & each year thereafter: 4 weeks

On January 1st in the calendar year of the 16th anniversary & each year thereafter: 5 weeks

On January 1st in the calendar year of the 26th anniversary & each year thereafter: 6 weeks

Annual vacation shall be taken by arrangement with the employee's Supervisor in the calendar year in which the entitlement was received.

Vacation pay for a seasonal employee shall be an amount equal to 4% of the wages paid to the employee during the seasonal period of employment and which shall be paid with each pay.

19.02

Compensation for Holidays Falling Within Vacation Schedule

When a holiday, as defined herein, falls on a day during which vacation is being taken, the employee so affected shall be entitled to an additional day of vacation for the holiday, at such time as may be mutually agreed by the employee and the Employer.

19.03

Calculation of Vacation Pay

Vacation pay shall be at the rate effective during the vacation period.

19.04

Vacation Entitlement (Termination/Retirement)

Vacation entitlement at the time of termination/retirement shall be pro-rated based on the portion of the calendar year worked and the employee's annual vacation entitlement. Should the value of the vacation taken be greater than the termination entitlement, the difference owing will be subtracted from the final Pay cheque.

19.05

Vacation Schedule

Vacation will be scheduled at times mutually convenient to the Employer and the employee. For the period between January 1st and April 30th, vacation will be granted to employees on a first come, first served basis. Such vacation requests must be submitted by the employee at minimum, fifteen (15) working days in advance of the requested vacation commencement date. The Management Official will respond to such request not less than ten (10) working days prior to the requested vacation commencement date.

For annual vacation commencing on May 1st and for the remainder of the calendar year, employees must submit their vacation request prior to April 1st. Vacation schedules shall be posted by May 1st of each year and shall not be changed unless mutually agreed by the employee and Employer. Vacations shall be granted on the basis of seniority giving full consideration to the operational needs of the County and the provincially mandated minimum maintenance standards.

19.06

Unbroken Vacation Period

An employee's vacation entitlement shall be scheduled to provide for an unbroken period, unless otherwise mutually agreed upon by the Employer and employee concerned.

19.07

Deferment of Vacation Entitlement

An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week, to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.

19.08

Approved Bereavement Leave During Annual Vacation

When an employee submits proof that they qualifies for bereavement leave during their period of annual vacation, there shall be no deduction from accrued vacation credits for such absence. The period of vacation so displaced by such bereavement leave shall either be added to the vacation period or reinstated for use at a later mutually agreed date.

19.09 Vacation Entitlement/Leaves of Absence

For leaves of absence without pay, calculation of years of service for purposes of determining vacation entitlement will be reduced by the length of the leave, unless otherwise specified by legislation. Leaves of absence without pay from the municipality will reduce the entitlement to vacation credits during the year as follows (all days based on full months of absence):

Two weeks entitlement	6.6 hours
Three weeks entitlement	10 hours
Four weeks entitlement	13.6 hours
Five weeks entitlement	16.8 hours
Six weeks entitlement...	...20 hours

The period during which payments from an insurance company or government agency are received directly by the employee, will be treated as a leave of absence without pay.

ARTICLE 20 – SICK LEAVE PROVISIONS

20.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work, with or without full pay, by virtue of being sick or disabled, or under the examination or treatment of a qualified medical practitioner, or because of an accident for which compensation is not payable under *The Workplace Safety and Insurance Act* and is unable to perform the essential duties of their own occupation. Sick leave credits shall not be used in lieu of any authorized leave of absence, including vacation entitlement.

- 20.02
1. All continuous full-time employees who have worked a minimum of three months who are absent from work by virtue of being sick or disabled because of an injury for which compensation is not payable under the *Workplace Safety & Insurance Act* shall be eligible for sick leave benefits as follows:
 - (i) one hundred percent (100%) of the regular salary for the first sixty (60) hours of such absence in the period of twelve (12) months that commences on January 1st of each year;
 - (ii) seventy-five percent (75%) of the regular salary for all additional sick leave that occurs within such period, unless the sick leave exceeds eight hundred and forty (840) hours, accumulated over a period of twelve (12) months, and is thereafter subject to the long term disability benefits provided in item (iii) hereof;

- (iii) sick leave beyond the elimination period, being a period of total disability of eight hundred and forty (840) hours, accumulated over twelve (12) months shall be subject to long-term disability insurance with a benefit equal to seventy percent (70%) of the regular salary, to a maximum outlined in the Benefit Carrier's contract, less any disability benefits payable under another plan(s) to which contributions were made by the Employer; the Employer will be liable to pay for benefit premiums only.

Upon written request, and employee who is in receipt of sick leave benefits in (ii) above may use their over-time entitlement banks to supplement their income during the period of time that they are in receipt of seventy-five percent (75%) of the regular salary.

An employee in receipt of long term disability benefits shall not be entitled to any of the remuneration referred to in items (i) and (ii) hereof.

Long-term disability benefits in excess of two thousand (\$2,000) dollars per month shall be subject to the employee providing the insurer with medical evidence that is satisfactory to the insurer.

2. An employee shall report their illness to their Supervisor or in their or absence, a Management Official directly by telephone not less than 30 minutes prior to the scheduled start time on the first day and subsequent days in which such employee is absent from work.
3. The Employer reserves the right to require a certificate from a qualified medical practitioner to substantiate that the employee meets the definition of sick leave prior to paying any sick leave benefits. If an employee is required to obtain a medical certificate by the Employer, the Employer shall notify the employee of said requirement when direct contact between the Employer and the employee occurs. The Employer shall reimburse the employee for the cost of the doctor's fee for providing such certificate.
4. An employee receiving pay from the municipality under the short-term Sickness and Disability Plan will be considered on leave of absence with pay.
5. An employee who is not in receipt of long-term disability benefits and who does not utilize their entitlement to the benefit referred to in paragraph 1(i), either in whole or in part, shall receive payment equal to fifty percent (50%) of their regular salary for each of the unused days at the conclusion of the stated period of twelve (12) months. Upon termination, the above amount will be pro-rated.

6. Public Holidays during an employee's absence from work under the Short-Term Sickness and Disability Plan will extend the entitlement under 20.03(i) but not to be considered under (ii) and (iii).

20.03 Deductions from Sick Leave

Absence on account of illness shall be deducted on an hour for hour basis.

20.04 Sick Leave Records

In January in each year, the Employer shall advise each employee in writing of the amount of sick leave remaining in their bank.

- 20.05
- (a) Excessive unreported or unauthorized absences are grounds for disciplinary action up to and including termination. Examples of culpable absenteeism include oversleeping, deceit, or taking an unapproved day off. Culpable absenteeism is a disciplinary offence;
 - (b) Unreported or unauthorized absences will be considered a leave without pay unless, in the opinion of the Director, legitimate circumstances prevented the employee from reporting or coming to work. In the latter case, providing the credits exist, the time can be charged to the employee's overtime bank, vacation credits, sick leave credits, or, if applicable, bereavement leave;
 - (c) Non-culpable absenteeism is absence due to disability, illness or other legitimate health reasons. Excessive non-culpable absences may result in termination of an employee where the following factors are satisfied:
 - a. the employee was made aware that a problem existed;
 - b. the employee was counseled;
 - c. the employee was offered assistance;
 - d. consideration was shown for the stated reason for absences; and
 - e. opportunity was given for the employee to improve attendance.

Before termination of employment, the employer must demonstrate that the employee is unlikely to be able to maintain regular attendance in the future. This can be demonstrated by evidence of a known, chronic medical problem or by a clear record of inability or unwillingness by the employee to improve attendance.

- (d) It is the obligation of all employees to come to work on time. Repeated lateness will result in disciplinary action being taken including loss of pay.
- (e) Employees who are unable to come to work because of a legitimate natural calamity (“Act of God”) will receive their regular pay for the period absent to a maximum of ten (10) hours per day. The Director will determine, on an individual basis, whether the event constitutes a legitimate reason for absence. Employees absent for non-legitimate reasons after being informed of the Director's decision will be docked pay for the time absent

ARTICLE 21 – LEAVE OF ABSENCE

21.01 Leave of Absence for Union Functions

Upon receipt of two (2) calendar weeks written notice, the Corporation will grant a leave of absence without loss of regular pay, benefits and seniority to employees selected or appointed by the Union to attend Union functions or training, provided such leave does not interfere with the continuance of efficient operations of the Corporation. Such written notice shall state the nature and dates of the function or training to be attended. The total cumulative leave of absences granted to all employees in the bargaining unit for this purpose shall not exceed twenty-five (25) days in any one (1) calendar year. Not more than two (2) employees may be absent from the bargaining unit and not more than one (1) employee may be absent from the same section. The Corporation shall keep the employee whole for the purposes of regular pay and benefits and shall bill the Union for that amount for the duration of the employee’s leave.

21.02 Leave of Absence for Full-Time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during their term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years.

21.03

Paid Bereavement Leave

An employee shall be entitled to bereavement leave, as herein provided, and which shall be taken to coincide with the funeral of the deceased person:

- (i) Spouse, common-law spouse, same sex partner, child or stepchild - five days.
- (ii) Employee's father, mother, stepfather/mother, sister, brother, stepbrother/sister, father-in-law, mother-in-law – four days.
- (iii) Sister-in-law, brother-in-law, and grandchildren – two days.
- (iv) Grandparents, aunt, uncle, niece and nephew – one day.
- (v) An additional day shall be granted to the foregoing if the funeral is held beyond a 250 kilometer radius of the employee's principal residence.
- (vi) Other relatives – one (1) day when required to serve as a pall bearer at the funeral thereof.
- (vii) When requested to serve as a pall bearer at the funeral of a fellow employee - one day.
- (viii) The President of the Local shall be granted time off without loss of pay to attend the funeral of a bargaining unit member.

21.04

Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they received for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay.

21.05

General Leave

An employee shall be entitled to leave of absence without pay, and without loss of seniority, when they request such leave for good and sufficient cause. Such request shall be submitted in writing for the consideration of the Employer and shall not be withheld unjustly and shall be for a maximum of one (1) year. However, an employee will not be granted a leave under this Article 21.05 for the purposes of becoming self-employed or to work as an employee of another Employer.

- 21.06 Education Leave
An employee who is required by the Employer to write examinations for the purpose of upgrading their employment qualifications, shall be entitled to leave of absence with pay and without loss of seniority and benefits. Duration of any such leave shall be at the discretion of the Employer.

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

- 22.01 Pay Days
The Employer shall pay salaries and wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with a statement of their wages, overtime, and other supplementary pay and deductions.
- 22.02 Pay on Temporary Transfers, Higher Rated Jobs
When an employee is appointed by their Supervisor to temporarily substitute or perform the principal duties of another employee within the bargaining unit, such employee shall be compensated at the rate of pay established for the substitute position. When appointed by their Supervisor to relieve outside the bargaining unit, a maximum increase of 10% shall apply for all hours worked.
- 22.03 Pay on Temporary Transfers, Lower Rated Jobs
An employee assigned for a temporary period of time to substitute in a job classification that pays a lower rate, shall continue to be compensated at their regular rate of pay for the duration of such substitution.
- 22.04 Shift Premium
A shift premium of \$1.00 per hour will be paid for each hour worked between the hours of 1800 and 0600. The above-noted shift premium will increase to \$1.25 per hour effective April 1, 2026.

ARTICLE 23 – EMPLOYEE BENEFITS AND ALLOWANCES

- 23.01 It is recognized that the Employer’s sole responsibility is to pay the premiums to enroll and maintain full-time employees in the benefits highlighted below and in the Employer’s Human Resources Policies and Procedures manual. The details of the benefits plans are in accordance with the benefits booklet produced by the benefits carrier(s). The Employer shall pay 100% of the premiums for the following benefits:

- a) Extended Health Care (a.k.a. Major Medical Benefits)
- b) Blue Cross Dental Plan #9 or its equivalent – (ODA rate – current)
- c) Group Life Insurance (of no less than two (2) times annual salary and a maximum amount of \$120,000 effective January 1, 2026.)
- d) Accidental Death & Dismemberment Insurance
- e) Short Term Sickness & Disability
- f) Long-Term Disability Plan
- g) Effective April 1, 2020, Vision Care (eye glasses for employees and spouse only) to an amount of \$500.00 for a twenty-four (24) month period – 100% paid by the Municipality.

Effective April 1, 2027 Vision care (eye glasses for employees and spouse only) to an amount of \$550 for a twenty-four (24) month period – 100% paid by the Municipality.

- h) Cover medicinal cannabis (per carrier’s policy) effective March 1, 2020.

23.02 The Municipality provides the following Legislated benefits for eligible employees, with premium payments as stated:

	<u>Municipality</u>	<u>Employee</u>
<u>Employer Health Tax</u>	100%	0%
<u>Canada Pension Plan</u>	50%	50%
<u>OMERS Basic</u>	50%	50%
<u>Employment Insurance</u>	Current	Current
<u>Workplace Safety Insurance Board</u>	100%	0%

23.03 Travel Allowance

- (a) A travel allowance, as provided in paragraph (d) hereof, shall be paid to an employee required to provide transportation during the performance of employment responsibilities. The Employer shall not require an employee to own an automobile as a condition of employment. However, when transportation is required to a designated work site, the employees shall provide their own transportation.

- (b) Traveling for the purpose of transporting an employee to a designated work site, other than their regular place of employment, shall be compensated at the stated herein rate for the distance from their normal base to the designated work site, or from their residence to the designated work site and return, whichever is the lesser.
- (c) When on the job transportation is required, an employee may, with the approval of the Employer, elect to use their own automobile with entitlement to payment of the rate stated herein.
- (d) Rate to be adjusted and established to be consistent with the rates being paid to Councilors and other County personnel during the contract term.

23.04

Allowance for Tools

The Employer may, at their discretion, supply any mechanical tools that may be required by mechanics in the performance of their duties.

The Employer will accept to replace any mechanical tool owned by a mechanic with one of equal value upon satisfactory evidence that such tool was broken while performing employment responsibilities or modified for the purpose of performing employment related duties.

In addition to the foregoing, an employee classified as a mechanic shall be paid an annual allowance of \$750.00 for the purpose of purchasing mechanical tools and assisting with the maintaining of an adequate inventory of such tools.

23.05

Uniforms

The Employer will provide clothing, as may be deemed necessary, for the Class "A" Mechanics in the employ of the Employer.

23.06

Safety Footwear/Safety Clothing

Safety footwear/safety clothing is to be worn at all times during the performance of employment responsibilities and each member of the bargaining unit who is a continuous full-time employee who is on the payroll as of April 1st of each year, shall be paid an amount of \$600.00 as an allowance for the purchase of such safety clothing and/or safety footwear.

A full-time employee who is hired after April 1st will receive a pro-rated amount of the allowance on completion of their probationary period.

An allowance of \$100.00 shall be paid upon three (3) calendar months of temporary or casual employment.

- 23.07 Personal Protective Equipment
A pair of work gloves, hard hat, safety glasses and safety vest will be provided to each of the employees within the bargaining unit and, replaced as deemed necessary by the Employer.

ARTICLE 24 – GENERAL CONDITIONS

- 24.01 No Strikes or Lockout
So long as this Agreement continues to operate, there shall be no strikes or lockouts as those terms are defined in the *Labour Relations Act*.
- 24.02 Bulletin Boards
The Employer shall provide Bulletin Boards which shall be placed so that all employees will 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 the employees.
- 24.03 The Corporation and the Union acknowledge the importance of providing a safe and healthy workplace. To that end, the Corporation, its employees and the Union will comply with the legislative requirements of the *Occupational Health and Safety Act* as amended from time to time.

ARTICLE 25 – PRESENT CONDITIONS AND BENEFITS

- 25.01 Continuation of Acquired Rights
All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence; and either party, upon notice to the other, may re-open the pertinent parts of this agreement for negotiation.

ARTICLE 26 – COPIES OF AGREEMENT

- 26.01 Copies of Agreement
The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason, the Employer shall provide one (1) copy to each member in the bargaining unit and ten (10) copies to the Secretary, within sixty (60) days of signing. The Union shall assume 50% of the cost incurred by the Employer for producing copies of the agreement.

ARTICLE 27 – TERM OF AGREEMENT

27.01 Duration

This agreement will be for a term of thirty-six (36) months, commencing April 1, 2025 and ending March 31, 2028 and shall automatically continue in effect thereafter for annual periods of one (1) year unless either party notifies the other party in writing not more than ninety (90) days prior to the expiration date of its desire to amend the same.

27.02 Changes in Agreement

Any changes deemed necessary to this Collective Agreement shall form part of this agreement and are subject to the grievance and arbitration procedure.

27.03 Notice to Bargain

Notice to bargain for a new or amended agreement shall be provided in writing. The parties shall meet and exchange written proposals within thirty (30) days of the giving of the Notice to Bargain, or within such further period as the parties may mutually agree upon. Bargaining negotiations shall be restricted to the notice of changes submitted, unless the parties mutually agree otherwise.

27.04 Agreement to Continue in Force

This agreement shall continue in full force and effect until replaced by a new agreement.


SIGNED on this 16 day of DECEMBER, 2025.

Signed on behalf of the
Canadian Union of Public Employees
and its' Local 1715



Steven Gravelle (2025-12-16 13:23:16 EST)


Robert L. Larre (2025-12-16 13:32:00 EST)



Julien Bray (2025-12-16 13:28:00 EST)



Mark R. Kotanen (2025-12-16 13:25:21 EST)

Signed on behalf of the
Corp. of the United Counties
of S. D. and G.


Maureen Adams (2025-12-16 15:21:46 EST)


Trevor Baker (2025-12-16 13:26:53 EST)


Cameron Harper (2025-12-16 15:49:09 EST)


Kristen Sommers (2025-12-16 14:03:42 EST)

SCHEDULE "A"

Position	April 1, 2025 Rate	April 1, 2026 Rate (3% increase)	April 1, 2027 Rate (3% increase)
Operator/Labourer	\$ 30.77	\$ 31.69	\$32.64
Lead Hand	\$ 33.40	\$ 34.92	\$35.97
Mechanic	\$ 37.13	\$ 38.24	\$39.39

LETTER OF UNDERSTANDING

BETWEEN

**THE CORPORATION OF THE UNITED COUNTIES OF STORMONT,
DUNDAS, AND GLENGARRY
AND
CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1715**

Re: Hours of Work

It is understood that the Hours of Work (Article 16) for regular full-time staff are currently guaranteed to be a minimum of forty (40) hours per week structured as four (4), ten (10) hours shifts. Further clarified as follows:

For Staff on 10-hour shifts:

Regular “summer” working hours will be 06:00 – 16:30

Regular “winter” working hours will be 18:00 – 04:30

For Staff on 8-hour shifts:

Regular “summer” working hours will be 06:00 – 14:30

Regular “winter” working hours will be 18:00 – 02:30

Notwithstanding the above, it is understood that the Mechanic(s) will work a regular year-round shift from 06:00 – 14:30.


The employer reserves the right to modify the above noted hours of work; but will discuss with and seek input from CUPE prior to doing so. Any changes to the above noted schedules would occur with a minimum of ninety (90) days notice to affected individuals (unless a shorter notice period is mutually agreed to).


Signed on behalf of the Canadian
Union of Public Employees and it’s
Local 1715.


Signed on behalf of the Corporation
of the United Counties of Stormont,
Dundas, and Glengarry.


Steven Gravelle (2025-12-16 13:23:16 EST)


Robert Laguerre (2025-12-16 13:32:00 EST)


Julien Broy (2025-12-16 13:28:00 EST)


Mark R. Koamen (2025-12-16 13:25:21 EST)


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