



COLLECTIVE AGREEMENT

Between

CORPORATION OF THE COUNTY OF ESSEX

and

TEAMSTERS UNION LOCAL 879

APRIL 1 2020 TO MARCH 31 2023

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Article 1 - Management Rights

1.01 The Union recognizes the Corporation has the exclusive right to manage the business, to exercise all of the prerogatives of management and, without affecting the generality of the foregoing, it has the right to determine the size of and direct the workforce, to extend or curtail operations and to hire and promote except to the extent that the said rights and prerogatives have been specifically delegated to the Union or otherwise curtailed in this agreement. The Corporation also has the right to discharge, suspend or otherwise discipline employees for just cause. The above clause shall not deprive a seniority (non-probationary) employee of the right to exercise the grievance procedure as outlined in the Agreement.

Article 2 — Recognition

- 2.01 The Corporation recognizes Teamsters Local 879, affiliated with the International Brotherhood of Teamsters, as the exclusive Bargaining Agent for all employees save and except Manager-Maintenance Operations, Roads Maintenance . Supervisor, those above the rank of Manager-Maintenance Operations, Roads Maintenance Supervisor and office staff.
- 2.02 The Corporation shall discuss with the Union, through its accredited representatives, all matters pertaining to wages, hours of work, grievances, and other working conditions which may arise between them during the life of the Agreement.
- 2.03 The Corporation agrees that all employees in the unit who are members of the Union in good standing as of the date hereof, shall remain members of the Union as a condition of continued employment and any such employee who ceases to be a member of the Union, shall, forthwith be discharged by the Corporation, provided however, that any employee who is not now a member of the Union shall have the privilege of becoming a member, or not, as he may decide.
- 2.04 All new employees after a period of thirty (30) days will be placed on check-off for the duration of this Agreement, intent being that the Rand Formula shall be applied.
- 2.05 The Corporation will advise the Union when any additional persons coming within the Bargaining Unit are employed by the Road Department.
- 2.06 The Corporation and the Union mutually agree that no employee shall be in any manner discriminated against, coerced, restrained, or influenced, because of their race, sex, religious affiliation, national origin or membership in any labour organization or by reason any activity or lack of activity in any labour organization.

Article 3 — Seniority

- 3.01 The Corporation further covenants and agrees to post a list in the office at the Maintenance Depot once a year of all employees within the Bargaining Unit. Said list to be available for inspection at any reasonable time by an elected officer of the Union. This list to be made up in a manner readily showing the seniority based on length of service with the Corporation of all employees. A copy of this list will also be mailed to the office of the Local Union
- 3.02 The employees shall be considered as permanent after they have worked for the Corporation for a period of ninety (90) calendar days after which they will be placed on the seniority list.
- 3.03 The seniority of an employee shall date from ninety (90) calendar days, prior to the date of which he acquired seniority.
- 3.04 Seniority will be based on length of service of each employee of the Corporation and in application, shall at all times be subject to the seniority and capability of the employee in relation to the position or circumstances involved within the Bargaining Unit
- 3.05 When the Corporation is engaging more employees for any particular department, the person last laid off in the department, if any, and alternatively the employee last laid off from the Corporation's service, shall, if qualified, be engaged. An employee shall acquire seniority status after he has been in the employ of the Road Department for an aggregate or accumulated probationary period of ninety (90) calendar days during any twelve (12) month period.
- 3.06 When vacancies of a supervisory capacity occur, the Corporation shall give some consideration to those employees within the Bargaining Unit, having regard for seniority and employees' ability, in the judgment of the Corporation.
- 3.07 In the event of an employee requesting a demotion through physical or other reasons, he, if at all possible, shall be returned to the position he formerly held*
- 3.08 Work preference shall be according to seniority and ability to perform the work required in the available position and, said position to be posted at all depots for a period of five (5) actual working days. Those employees promoted will be given thirty (30) actual working days (holidays, vacations, sick days and banked time excluded) to qualify and failing to do so, shall be returned to their former position.
- 3.09 A copy of all postings shall be sent to the Union on the day such postings are put on the bulletin board. The Corporation will within sixty (60) calendar days of the date of such posting, notify the Union of the name of the employee if any, who will be given the opportunity to qualify for the position.

3.10 Seniority During Absence

An employee shall lose all seniority and his/her employment shall be terminated for the following reasons:

If such employee:

- (a) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- (b) is absent from work without leave for more than two (2) consecutive days, unless there was reasonable justification for such leave; .
- (c) fails to report for work within seven (7) calendar days after being notified
- (d) by registered mail, provided that no employee shall fail to lose his seniority if failure to report when called is caused by sickness or accident, provided his supervisor is notified of such sickness or accident, provided further that such employee immediately upon his recovery shall report to the Corporation for work;
- (e) is laid off for a period of more than thirty-six (36) months.

3.11 Layoff Procedure

(a) In the event of a layoff the Corporation shall identify the position/classification to be eliminated or reduced and advise the affected employee(s) of their options:

- Option #1 The affected employee(s) can transfer any position/classification held by an employee with less seniority provided they have the skill and ability to perform the work.
- Option #2 The affected employee(s) can accept the layoff subject to recall rights for a period of thirty-six (36) months as provided for in the Collective Agreement.

(b) Upon receipt of a notice of layoff and advice of options an employee shall be afforded three (3) working days in which to advise the Corporation of their decision. The above changes will apply to any elimination of a job classification and/or layoff.

(c) It is agreed the Corporation give employees seven (7) days notice of being recalled to work. Such notice shall be in writing and shall be forwarded to the employees by registered mail, to their last known address on file with the Corporation. It shall be the responsibility of the employee to keep the Corporation informed of their correct home address. If is agreed that the employer shall give the employee seven (7) days notice, upon being laid off.

If notice is not received, in lieu of notice pay of seven (7) days' pay shall be given the employee at the employee's regular rate of pay.

3.12 (a) In the event of a temporary transfer of an employee to a lower classification the spare operator that bid in that classification will be transferred if available. In the event the spare

operator is not available the least senior employee will be transferred provided the employee is qualified.

- (b) In the event of a temporary transfer of an employee to a higher classification the spare operator that bid in that classification will be transferred if available. In the event the spare operator is not available the most senior employee will be transferred provided the employee is qualified.
- (c) Any temporary transfer shall be depot specific.

Article 4 - Grievance Procedure

4.01 For the purpose of this Agreement a grievance is defined as a dispute, claim or complaint involving the interpretation or application of the provisions of the Agreement,

- i. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) full working days before the filing of the grievance.
- ii. Where a grievance arises as a result of a discharge, the Union may present such grievance on behalf of the employee at Step 3 of the grievance procedure.
- iii. An employee shall have the right to be accompanied by a representative of the Union at any and all times.
- iv. The time limit defined herein may be extended upon (written) mutual agreement between the parties.

Grievances arising under this Agreement shall be addressed as follows:

STEP 1

The aggrieved employee shall present his grievance orally to the Supervisor, or designate, and a sincere effort shall be made to resolve the complaint. If a settlement satisfactory to the employee concerned is not reached within ten (10) working days after the grievance has been presented by him, the said employee then may present his grievance as follows at any time within ten (10) working days thereafter.

STEP 2

The aggrieved employee then may submit his grievance in writing to the Manager, Maintenance Operations or designate, and may have the assistance of a representative of the Union. The written grievance shall specify the matter complained of, and the parts of the Agreement alleged to be violated. The Manager, Maintenance Operations, or designate, shall deal with the grievance and provide a response in writing to the Union within ten (10) working days after the day upon which the grievance was received.

STEP 3

If the decision of the Manager, Maintenance Operations, or designate, is not satisfactory to the Union, the matter may be referred in writing to the Director of Infrastructure Services/County Engineer, or designated within ten (10) working days. The Director of Infrastructure Services/County Engineer, or designate shall, within ten (10) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. A written response to the grievance shall be provided within ten (10) working days thereafter.

STEP 4

If the decision of the Director of Infrastructure Services/County Engineer, or designate, is not satisfactory to the Union, the matter may be referred in writing to the CAO, or designate within ten (10) working days. The CAO, or designate shall, within ten (10) working days following the day upon which they received the grievance, meet with the Union in an effort to satisfactorily resolve the issues in dispute. A written response to the grievance shall be provided within ten (10) working days thereafter.

Article 5 — Arbitration

5.01 If final settlement of the grievance is not reached within thirty (30) working days of the Step 4 meeting, the grievance may be referred within thirty (30) working days, but not later by either party to sole arbitrator, or if mutually agreed, a board of arbitration.

5.02 Composition of Arbitration Board (if a Board is mutually agreed upon per article 5.01)

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. If the parties have mutually agreed to a board of arbitration, within thirty (30) days thereafter each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chair within thirty (30) days the appointment shall be made by the Minister of Labour upon request of either party.

5.03 Who May be An Arbitrator

No person shall be selected as a member of an arbitration board who:

- (a) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, council, or paid agent of either of the parties;
- (b) has any pecuniary interest in the matters referred to the Board.

5.04 Arbitration Procedure

The Board of Arbitration or sole Arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it.

5.05 Decision of the Sole Arbitrator or Board of Arbitration

The decision of the Board of Arbitration or sole Arbitrator shall be binding on all parties, but in no event shall the Board of Arbitration or sole Arbitrator have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair governs, and is binding upon all parties thereto.

5.06 Expenses of the Sole Arbitrator or Board of Arbitration

Each party shall pay:

- (a) the fee and expenses of the Arbitrator it appoints;
- (b) one-half the fees of the Chair.

5.07 Amending of Time Limit

The time limits in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement. S.48(16) of the Labour Relations Act does not apply to this Collective Agreement.

5.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses; all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions which may be relevant to the settlement of the grievance.

5.09 Notwithstanding any other provision in this Collective Agreement, the grievance and arbitration provisions shall not be available to a probationary employee, nor to the Union on behalf of the probationary employee, with respect to the termination of the employment of a probationary employee, the employer may terminate the employment of a probationary employee for any reason during the probationary period. (Provided the Employer does not act in bad faith and this shall constitute a lesser standard for the purpose of the Labour Relations Act.

Article 6 - Vacations with Pay

- 6.01 Employees who have six (6) months continuous employment with the Corporation shall receive one (1) week vacation, with pay computed at four (4) percent of the employee's gross annual earnings as per total earnings on T4 form for the previous year.
- 6.02 Employees who have completed one (1) year employment with the Corporation shall receive two (2) weeks' vacation, with vacation pay computed at four (4) percent of the employee's gross annual earnings as per total earnings on T4 form for the previous year.
- 6.03 Employees who have completed three (3) years employment with the Corporation shall receive three (3) weeks' vacation with vacation pay computed at six (6) percent of the employee's gross annual earnings as per total earnings on T4 form for the previous year.
- 6.04 Employees who have completed eight (8) years employment with Corporation shall receive for (4) weeks' vacation with vacation pay computed at eight (8) percent of the employee's gross annual earnings as per total T4 form for the previous year.
- 6.05 Employees who have completed fifteen (15) years employment with the Corporation shall receive five (5) weeks' vacation with vacation pay computed at ten (10) percent of the employee's gross annual earnings as per total earnings on T4 form for the previous year.
- 6.06 Employees who have completed twenty-two (22) years employment with the Corporation shall receive six (6) weeks' vacation with vacation pay computed at twelve (12) percent of the employee's gross annual earnings as per total earnings on T4 form for the previous year.
- 6.07 Employees who have completed twenty-five (25) years employment with the corporation shall receive one (1) additional day per year up to a maximum of five (5) days' vacation with vacation pay computed at fourteen percent (14%) of the employee's gross annual earnings as per total vacationable earnings on T4 form for the previous year.

Effective January 01, 2021

- 6.08 Where a holiday as agreed in Section 10.01, occurs during an employee's vacation period, such employee shall be entitled to one (1) extra days vacation in lieu thereof.
- 6.09 (a) Lay-off time of employees during the calendar year of the lay-off will be classified as time worked for the calculation of vacation pay.

(b) (i) Before June 1 of each calendar year, employees will be able to bank all overtime hours for use at a date to be mutually agreed upon;

(ii) On or about June 1, the balance will be cashed out to a maximum balance of 200 hours;

(iii) After June 01 employees that had a balance as of June 1 of less than 200 hours can bank hours, and only to yearly total of 200 hours;

(iv) Employees having unused banked time as of November 1 5th each year will be required to declare their preference to be paid out for such unused time or be allowed to carry forward a maximum of 80 hours into the new year. Such carry forward of banked time is not accumulative beyond 80 hours. The payout of any such hours shall be at the rate in effect when the hours were worked.

6.10 All vacations shall be taken during the calendar year unless otherwise mutually agreed.

6.11 Longevity Pay

In recognition of the principle that a long service employee is of increased value to the employer through his acquired knowledge and experience, the employer agrees to Long Service Pay in accordance with the following table:

After five (5) years service	\$ 140.00
After ten (10) years service	\$ 280.00
After fifteen (15) years service	\$ 420.00
After twenty (20) years service	\$ 560.00
After twenty-five (25) years service	\$ 700.00
After thirty (30) years service	\$ 840.00

This Long Service Pay shall be due on November 30th of each year.

When an employee who is qualified to receive Long Service Pay completes his fifth, tenth, fifteenth, twentieth and twenty-fifth year of service within any calendar year, he shall be paid the rate applicable to his term of service in that year. On death or retirement at any time, in any year, the full amount for that year shall be paid to the employee or his estate.

Effective January 01, 2021

6.12 Vacation Scheduling/Approvals

Up to two (2) employees will be allowed to schedule vacation time during Winter Control Season (as defined in Article 15.01).

Application for and approving of the use of banked overtime will also be in accordance with this Article.

Vacation periods will be administered twice per year covering two periods.

The first period will be for the months of May 01 through to October 31. The deadline for requests in this period will be March 01. Requests will be administered by the employer by April 01.

The second period will be for the months of November 01 through to April 30. The deadline for requests for this period will be September 01. Requests will be administered by the employer by October 01.

Approvals for vacation requests will be based on operational requirements. Any conflict with vacation choices that arise shall be decided on the basis of seniority to the deadlines established as above. Requests which cannot be approved will be placed on a waiting list and will be given future consideration based on seniority. After the respective deadlines above, vacation approvals shall be decided in favour of the employee first requesting the vacation period over which there may be a conflict.

Any requests made after the deadlines above} shall be responded to within fourteen (14) days of the request being made.

Christmas/New Year Vacation

Electricians and Mechanics will each be allowed to have at least one (1) person off during the Christmas/New Year Vacation.

Article 7 - Dues Deduction

7.01 The Corporation agrees to deduct the prevailing union dues rate per month or such other amount in accordance with the Union by-laws, from the wages of all employees covered by this Agreement and remit the same to the Secretary Treasurer of the Union by the tenth of the following month. The Corporation further agrees to deduct Union Initiation fees from all new employees. Such deduction shall be forwarded to the Union along with dues check-off.

Article 8 - Leave of Absence

8.01 When a member or members of the Union have been elected or appointed to represent the Union at a convention or conference they shall, upon application, be allowed leave of absence without pay for a reasonable time or maximum of fourteen (14) calendar days.

8.02 A leave of absence without pay will be granted to any employee provided however that an employee who takes gainful employment during his leave of absence will forfeit his standing on the seniority list, unless permission has been granted by the Union and Corporation. This shall be expressed in writing and duly witnessed. Any service, however, that an employee may be called upon to render in a representative manner, on behalf of his fellow workers, shall not be considered as covered by the word "employment" as used herein, and upon his return to the service, such employee shall be entitled to his former position on the seniority list. Employees requesting leave of absence on Union business,

shall be given preference. It is understood that at no time, will leave of absence be granted for a period exceeding three (3) months, except in case of sickness or other extenuating circumstances.

Requests for such non-emergency leave shall be given to the Corporation at least three (3) weeks in advance, in writing and shall be limited to no more than one (1) employee at any one time.

- 8.03 Any employee who is absent from duty due to illness or any other cause, shall, when possible, provide notice in accordance with Article 11.05 of such absence to the Road Maintenance Supervisor so that arrangements may be made to fill the vacancy during the absence of the regular employee. Reasonable notice shall also be given to the Road Maintenance Supervisor of the intended return to duty of such employee.

Article 9 — Safety

- 9.01 The Corporation shall observe all reasonable precautions for safety of its employees and shall supply equipment as agreed is necessary. The Union will recommend to the employee operating such units to make themselves available for first-aid courses. All employees shall cooperate in the prevention of accidents, and may, from time to time, make recommendations to the Corporation as to the prevention of accidents. Adequate first-aid kits to be installed in all power units.

- 9.02 The mechanics are to receive five (5) pairs of washed coveralls per week upon the return of five (5) pairs of soiled coveralls.

- 9.03 The Corporation shall keep available three (3) pairs of rainwear, luminous; leather and rubber gloves to be kept on hand and supplied as required, at all depots.

All gloves issued to employees under the terms of this Agreement must be returned to the Road Maintenance Supervisor when they are of no further use.

The Corporation shall supply disposable coveralls to employees as necessary.

- 9.04 The Corporation agrees to provide CSA approved safety boots and safety clothing that is approved by the employer to all regular, full-time employees to a maximum of \$600.00 per year. Supporting receipts must be provided.

Article 10 - General Holidays

- 10.01 All permanent employees shall be paid at the same rate of pay for the classification of work they were performing immediately preceding and immediately following, for the following holidays, and any other day proclaimed to be a Public Holiday by the Provincial and Federal Governments. The amount of holiday pay will be calculated in accordance with the Employment Standards Act (ESA) for probationary employees only.

New Years Day

Family Day

Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	Remembrance Day
Day Before Christmas Day	Christmas Day
Boxing Day	Day Before New Years Day

10.02 When any of the above holidays fall on a Saturday or Sunday, the working day next following shall be in lieu thereof, a holiday and the provisions of this section apply thereto.

10.03 Employees to be eligible for the holidays as mentioned above must work their last scheduled work day before and their next scheduled work day after the holiday. If an employee is laid off within five (5) days before the holiday or called back to work within five (5) days after the holiday, he shall receive holiday pay. It should be noted that an authorized absence from work by management shall be classified as work as in the condition above.

10.04 If an employee works on any of the holidays set forth in the preceding subsections, the employee shall receive time and one-half (1 1/2) of the employee's regular pay for all hours worked, in addition to holiday pay.

10.05 If an employee works on Christmas Day and /or New Years Day, the employee shall receive double time of the employee's regular rate for all hours worked in addition to holiday pay,

Article 11 - Working Conditions

The following conditions shall be operative during the term of this Agreement, applicable to all employees affected by this Agreement:

11.01 The normal work week shall consist of forty (40) hours in a week.

11.02 All worked performed on Saturday shall be paid at the rate of time and one-half. All work performed on Sunday shall be paid at the rate of double time. The working day of the day shift will be considered to be from 7:00 a.m. to 7:00 a.m. the following day.

11.03 (a) When an employee is sent home after working the maximum hours per applicable legislation, the employee will be paid for all lost time where he cannot make his regular shift following, because of the compulsory rest period.

(b) After the on-call person has completed his twelve (12) hour rest period, he will be called back to work if any bargaining unit work is being performed. Such return shall not trigger the minimum four (4) hours call in.

(c) After an on call missed call, the Employer shall call the missed employee after eight (8) hours.

- 11.04 In accordance with Article 3.09, The Corporation agrees to post on the bulletin boards at all depots, a copy of all orders, regulations or instructions affecting the working conditions of the employees of the Corporation and to forward a copy to the Secretary and the Business Representative of the Union.
- 11.05 Employees shall give a minimum of thirty (30) minutes' advance notice to the Manager, Maintenance Operations or Road Maintenance Supervisor of their inability through sickness or otherwise to report to work, prior to the start of their shift.
- 11.06 The parties agree that any employee off on lieu time or vacation will be considered available for overtime.
- 11.07 If an employee is called into work on a day the employee is not scheduled to work, he shall be guaranteed not less than four (4) hours pay at the overtime rate applicable to that day. An exception is if an employee is called into work less than four (4) hours before the start of their regular shift. In this case the employee will be paid at the overtime rate applicable to that day, for the hours between when they started their call-in work and the start of their regular shift.
- 11.08 When deemed necessary by the employer, on a rotational basis, Traffic Signal Maintenance Electrician employees will be on mandatory standby to cover periods outside of the regular Monday-Friday day shifts. These employees must accept calls when on standby. Standby pay is \$150.00 per week. Further, it is understood that Article 11.07 will apply to such call outs.

Article 12 - Sick Leave

- 12.01 The Corporation will provide a Short-Term Income Protection Plan (S.T.I.P.P.) program as follows:

Each full-time employee shall be entitled to seventy-two (72) hours of S.T.I.P.P. pay per calendar year to compensate for absences due to total disability caused by illness, hospitalization, non-work related injury, or family dependent issues.

Entitlements for part time employees will be pro-rated based on the previous year's hours worked.

In the first calendar year of employment (i.e. ending December 31) following the successful completion of the probationary period, new full-time employees will accumulate six (6) hours of incidental sick time per month for each calendar month of employment for the balance of the calendar year in which they are hired, up to a maximum of 72 hours. New part time employees shall be entitled to prorated amount of incidental sick time entitlement, based on his/her anticipated scheduled hours to be worked for the remainder of the calendar year.

Full time employees who are absent from work for more than six (6) months in the calendar year shall have their incidental sick time (annual bank) reduced by six (6) hours

for each full calendar months they are absent beyond six (6) months. (With the exception of certain leaves of absence as required under the Employment Standards Act including Pregnancy or Parental/Adoption leave).

If an employee's absence extends into his/her second or subsequent sick pay year(s) the same principal shall apply; their incidental sick time (annual bank) will be reduced by 6 hours for each full calendar month in the subsequent year(s).

Part time employees who are absent from work for more than six (6) months in the calendar year shall have their incidental sick time (annual bank) reduced by their annual allotment of hours for that year divided by 12, for each calendar month they are absent beyond six (6) months.

If an employee is not actively at work on January 1st of any calendar year, their incidental sick time (annual bank) will not be allocated until the employee returns to work in order that any potential related proration calculation can be determined and applied.

In January of the following year, unused sick hours will be paid out at the hourly rate in effect as of January 1.

Earnings are those in effect on the last day the employee was actively at work. For full-time employees, earnings mean the usual straight time earnings of the employee. For part-time employees, earnings will be based on scheduled time lost.

If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be required to fully refund the Corporation for the benefit paid by the Corporation to the employee upon settlement.

The Corporation will pay the cost of this Short-Term Disability Plan. The Corporation further agrees that it will pay the cost of medical doctor's certificate required to qualify for the Short-Term Disability Plan and any subsequent reports as may be required from time to time. The employer may request a doctor's note to support a claim for sick pay where reasonable and appropriate.

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12.02 In the event of illness of an employee while performing a job of higher classification he shall receive pay for the job of the higher classification period provided he worked at such higher classification on his regular scheduled work day prior to the illness and his regular scheduled work day immediately after such illness.

12.03 Current sick leave banks may be applied until depleted to cover any waiting period and to top-up any partial benefit to 100%.

- 12.04 The Corporation shall provide a life insurance policy for each full-time member of the Bargaining Unit to a value of \$10,000, or two (2) times the salary, whichever is greater. The cost of the life insurance policy shall be paid by the Corporation.
- 12.05 Employees who report in as sick will be considered sick until such time as they either report for work or notify the Manager, Maintenance Operations otherwise. (Saturday, Sunday and Holidays)

Article 13 - Special Leave for Permanent Employees

- 13.01 A leave of absence to a maximum of five (5) consecutive work days in conjunction with the funeral/memorial, without loss of pay for scheduled shifts missed during such leave shall be granted in the case of the death of an employee's parent, wife, husband, common-law spouse or spousal partner as defined in the Employer Health Plan, child or step-child, step-father, step-mother,
- 13.02 A leave of absence to a maximum of three (3) consecutive work days in conjunction with the funeral/memorial, without loss of pay for scheduled shifts missed during such leave, shall be granted in the case of the death of an employee's brother, sister, mother-in-law, father-in-law, grandparent, stepbrother, step-sister, brother-in-law, sister-in-law, grandchild or any relative who has been residing in the same household of the employee. If the burial occurs more than 500km from the County of Essex and the employee attends the burial, the employee shall be granted five (5) consecutive work days without loss of salary or wages for those shifts previously scheduled.
- 13.03 An employee requested to be pallbearer at the funeral on one (1) of his regularly scheduled workdays, shall be granted that day off without loss of salary or wages.
- 13.04 An employee shall be granted one (1) regularly scheduled workday leave without loss of salary or wages to attend the funeral of an uncle, aunt, niece or nephew.
- 13.05 An employee shall be allowed a maximum of one-half (1/2) day off without loss of salary or wages to attend the funeral of a close friend, providing such absence has been approved by the Department Head and providing the funeral is held on a workday.
- 13.06 In the event a fellow employee dies while in the employment of the Corporation, the entire Road Maintenance Operation shall be closed for one (1) full day, provided such leave falls on a scheduled work day, for the purpose of attending his funeral, except in the case of an emergency in which event the work of the Corporation shall continue and the Director of Infrastructure Services/County Engineer and/or the Manager, Maintenance Operations shall designate a minimum of two (2) employees to attend the funeral of such deceased employee.
- 13.07 Employees shall be granted time off without loss of pay, that is the County will make up the difference between the employee's regular rate of pay and the fee which he receives

for jury duty, when called upon to perform jury duty, or if subpoenaed resulting from the performance of his duties,

13.08 The Corporation agrees to grant to all employees of the Local Union an indefinite leave of absence without pay to work for the Local Union retaining and accumulating seniority with the Corporation. Such leave of absence shall be revocable upon seventy-two (72) hours' notice by the employee. This shall be confirmed in writing by the Corporation within thirty (30) days of the signing of this Agreement.

13.09 Employees receiving benefits from the Workplace Safety and Insurance Board (WSIB) are not entitled to receive pay from the Short-Term Disability Plan or Sick Leave Benefits except as herein provided. Any and all employees who are drawing WSIB will be entitled to have their deductions from their regular pay taken from their accumulated sick leave benefits, provided such exists, which are not refundable upon his return to work.

Article 14 — Pension

14.01 Every continuous full-time employee of the Corporation shall join the Ontario Municipal Employees Retirement System (OMERS) from date of hire. Such employee must comply with the requirements of the Basic Plan.

Contributions to the Plan will be made by the employee and the Corporation based on the percentages as required by the Plan in effect with the Corporation from time to time.

14.02 The Corporation will pay full benefits as referred to in Article 16.05(a) for those employees who are eligible to retire under OMERS having completed thirty (30) years of service and having reached age fifty-five (55) from the date of their retirement to age sixty-five (65).

14.03 The Corporation agrees to continue to pay the premiums for benefits referred to in Article 16.05 (a) for those employees who are eligible to retire under OMERS with an unreduced, without penalty pension, to age 65 years.

Article 15 - Winter Control Season

15.01 The Winter Control Season starts on November 1st and ends on April 30th of the following calendar year. The Corporation shall not be obligated to physically assign employees to the winter or summer season depots until such time as the general weather conditions indicate, which shall be in the sole discretion of the Corporation.

The Corporation will post annually for the establishment of a winter control night crew. Such posting will be posted by November 1st each year, but shall not be obligated to

provide a night crew until such time as the general weather conditions dictate, which shall be in the sole discretion of the Corporation.

15.02 Winter Control Call Ins

For purposes of establishing for overtime call ins to perform Winter Control Activities, Sunday to Thursday during the period in which the Night Crew is in place the following will apply:

- (a) Management makes first call for staff before 6:00 p.m. to the Dayshift crew. This crew will report for duty and work a four (4) hour shift. If conditions warrant continuous operations the Nightshift crew will be called in ahead of their regular start time.
- (b) Management makes first call for staff after 6:00 p.m. to the Nightshift crew. This crew will report for duty and work their subsequent regularly scheduled.
- (c) Management will call in the scheduled Week-end crew for overtime required after 7:00 p.m. Friday.

15.03 An employee, when requested by the Corporation to remain at County premises, although not performing his regular duties, shall be compensated according to the terms of this Agreement

15.04 When all available County trucks are called out for weather related incidents, the Corporation agrees to call in a mechanic.

15.05 Absence Coverage

During the Winter Control Season "day shift spares" may be assigned to replace absent night shift employees (vacation, illness, leave etc.) during week days.

Article 16 — General

16.01 Schedule "A" as attached hereto and which deals with hourly rates payable during the term of this Agreement is and shall be read as, a part of this Agreement.

16.02 A premium of sixty-five (65) cents per hour shall be paid for all hours worked on a regularly scheduled or fixed night shift commencing between the hours of 10:30 p.m. and the following morning 6:30 a.m. No overtime rate will be applied to the premium rate when premium rate is paid.

16.03 If an employee is transferred temporarily to, or permanently to a higher rated job he shall be paid the rate of pay prevailing for such a higher rated job.

16.04 (a) The Corporation shall pay 100% of the cost of Health Care, Dental and Drug Programs, as set forth in Schedule attached hereto and which Schedule forms part of this Agreement. There is a ninety (90) day waiting period for new employees to be entitled to the said benefits.

(b) The widow and dependents of any deceased employee having attained a minimum of fifteen (15) years seniority will be entitled to coverage of health benefits until the widow reaches the age of sixty-five (65) or until she remarries.

- (c) All employees who continue to be employed beyond the age of 64, and who are qualified under the terms of the benefit plans will be provided the same benefits as all eligible employees with the exception of Life Insurance which shall be provided but reduced by 50% and the exclusion of Long Term Disability (L.T.D.) and Accidental Death and Dismemberment (A.D. & D.) These benefits will be provided until the age of 70 or retirement; whichever occurs first.

16.05 (a) Employees required to supply their own transportation to another depot after previously reporting to a depot shall be paid mileage for the distance between the two depots, at a rate that is consistent with the guidelines set out by Canada Revenue Agency each year. The Corporation will advise the Union annually of the rates and post such notice in all depots

To further clarify, mileage will not be paid when traveling from home to an employee's initial depot of the day.

- (b) (i) Depots will be assigned once at the beginning of Winter Control season and again at the beginning of the summer season.
 - (ii) The employer will endeavour to the best of its ability to assign winter depots based on the geographic proximity of the employee's residence to the depot, and according to the distribution of the equipment to depots as deemed necessary by the employer.
 - (iii) The employer will assign depots during the summer season based on the distribution of equipment to depots as deemed necessary by the employer,
 - (iv) If an employee is to residentially relocate during the depot assignment season, no adjustments will be made.

The Corporation will post by April 1st each year for the depot assignments, by seniority and job classification.

16.06 It is agreed that should legislation alter the hours of work to below those contained in this Agreement, both parties agree that negotiations be reopened on only those clauses affected by the change in legislation.

16.07 All employees shall be permitted a ten (10) minute coffee break in each shift at mid-morning and mid-afternoon.

16.08 Employees required to work more than three (3) hours overtime prior to or immediately following the regular shift in any day, shall be allowed one-half (1/2) hour for a meal, at any time during the said three (3) hour period with no pay deduction thereof.

16.09 No employee shall be transferred to a position outside of the Bargaining Unit without his consent. In the event an employee is transferred to a position outside of the Bargaining Unit he shall retain his seniority for a period of one (1) year from the date of transfer. If at any time during the said one (1) year period the employee, so transferred, returns to the Bargaining Unit, he shall retain his seniority as it existed at the date of transfer and in addition for the time spent in the position to which he has transferred. In the event the

employee elects to return to the Bargaining Unit he shall be assigned to the first open position therein, for which he is qualified.

16.10 No permanent full-time employee shall be laid off or suffer any loss of regular scheduled working hours as a result of contracting any work now performed by the members of the Bargaining Unit throughout the term of this Agreement.

16.11 In the event temporary help is required, the Corporation may employ further help, and as past practice of the Corporation has been to employ students, such additional help shall for the purpose of this Agreement, be referred to as "student employees".

Said student employees shall not for any purpose under this Agreement obtain seniority at any time. And it is understood by the Union that such student employees are at all times meant to be temporary help and shall be paid at the student rate set forth in Schedule "A" and receive only those statutory benefits to which they are entitled pursuant to the statutes in force from time to time and applicable to such student employee.

16.12 In the event the Corporation is subject to annexation, amalgamation or the creation of Region by Provincial Legislation, this Agreement and all the benefits and obligations thereof shall ensure to the benefit of and be binding upon the governing body that results from such annexation, amalgamation or Provincial Legislation.

16.13 All employees operating motor vehicles owned by the Corporation shall produce an annual abstract of their driving record to the Corporation on or before April 1st each year. Employees will be reimbursed for the cost of obtaining such document upon submission of a receipt.

16.14 Medical Certificates

The Employer shall reimburse upon receipt for medical certificates to support the maintenance of drivers licenses and to support STIPP and STD claims.

16.15 Time Off for License Testing

The Employer will grant employees up to four (4) hours off work with pay to write driver's license tests.

16.16 After Hour Call Ins

A call out to deal with after-hours emergencies shall include a minimum of two (2) people. It is understood that one of those people can be a supervisor/manager. Employees shall be called in if:

(a) The work requires the use of a chainsaw for removal of a tree blocking a roadway, replacement or repair of large signs i.e. checkerboard, 6X6 posts, etc.; or

(b) The setup of barricades in order to close roads.

16.15 On Call Procedures for Signal Maintenance Electrician

On call supervisor to dispatch on call electrician for:

- Marking emergency locates;
- Signals in “flash”;
- Signals not changing properly;
- Changing operation for special/emergency situations;
- 2nd electrician to be called in for any work requiring the bucket truck;
- Supervisor to be called if a traffic signal pole or cabinet is knocked down.

16.16 Overtime at End of Shift

When overtime is required at the end of a regularly scheduled shift, to address unforeseen circumstances, for non-winter control operations the crew assigned to the work during regular work hours will continue on the job until it is completed. No crew changes at the end of the regular shift will be made.

16.17 Employees holding the classification of Mechanic or Traffic Signal Maintenance Electrician may only apply for Equipment Assignment postings when created as a result of a permanent employee compliment vacancy. If this condition exists, the equipment posting will be posted before the permanent employee compliment posting.

16.18 Discipline records of older than 24 months will not be considered in determining subsequent discipline.

16.19 Travel to Mandatory Training

Employees travelling outside of their scheduled shift will receive compensation in the form of a per diem for the time worked travelling to and from mandatory training outside of the County of Essex and City of Windsor as follows:

- 1) Travel to and from the Greater Toronto (G.T.A.) area - \$200.00;
- 2) 2) Travel to and from locations closer than the G.T.A - \$100.00.

Article 17 – Discipline

17.01 Whenever a written work infraction is issued or whenever there is a recommendation or initiation of discipline, suspension or discharge of any seniority employee a copy of the work infraction report shall be delivered to the seniority employee and the Union Steward or the Local, within ten (10) working days from the date the employer was made aware of the infraction in question or the discipline is null and void.

- 17.02 A written, warning, disciplinary or suspension notice shall be removed from a seniority employees file provided the seniority employee has had no similar warning notice for a period of twenty-four (24) months. An employee shall be able to examine their personnel record upon reasonable request.
- 17.03 Prior to discipline being considered, a preliminary meeting to identify the problem will be held. The Employer agrees to engage in progressive discipline as follows:
1. Verbal Warning
 2. Written Warning
 3. Progressive Suspension
- 17.04 Each infraction shall be dealt with independently and on its own merits. Discipline for the first or subsequent infraction may start at a level beyond verbal warning depending on the nature and severity of the infraction.

Article 18 – Union Representation

- 18.01 The Employer acknowledges the right of the Union to appoint one Steward, and one alternate Stewards.
- 18.02 (a) A steward shall receive his regular rate of pay when grievances or pending grievances are processed with the Employer on Employer property, or at any other place which is mutually agreed upon by both the Union and the Employer.
- (b) If the Employer representative is unable to meet the steward during the steward's normal working hours, the steward shall be paid for all the time spent during the processing of the grievance with the Employer on Employer property, or at any other place which is agreed upon by both the Union and the Employer.
- 18.03 The Union will inform the Employer in writing of the name of the steward and of any subsequent change in the name of the steward.
- 18.04 The Employer will notify the Union by mail, email, fax or personal contact with a Business Agent or an Officer of the Local union, prior to the suspension or discharge of a steward.
- 18.05 For the purpose of lay-off the steward shall be established on the seniority list as the second person on the seniority list.
- 18.06 For the purpose of processing specific grievances or disputes, Business Representatives and stewards may have access to pay records and other specific relevant information or documentation, with prior supervisory approval.

18.07 An employee called into the Employer's office for any discussion which may result in discipline or a grievance must be advised by the Employer of his right to be accompanied by a steward or Business Representative.

Article 20 — Duration

19.01 This Agreement shall take effect as of the first day of April 2020, and shall continue in full force and effect up to and including the 31st day of March, 2023.

19.02 If either party desires to modify, change or terminate this Agreement} it shall, not less than three (3) months prior to March 2023, or any subsequent anniversary date thereof, give written notice to the other party of the proposed changes or modifications or termination.

19.03 Within twenty (20) days after receipt of said notice, such other party shall request a conference to negotiate the proposed changes to this Agreement. If neither party shall so give notice to modify this Agreement, it shall continue in force from year to year, as herein provided.

19.04 This Agreement shall continue in force until a new Agreement is reached and all applicable clauses and all monetary matters shall be retroactive to the expiry date of March 31, 2023.

19.05 Any increase in wage rates as a result of the ratification of this Collective Agreement, shall be retroactive and paid as and from April 01, 2023 to all employees in the bargaining unit as that date. Unless otherwise specified, all other terms shall be effective as and from the date of ratification by both parties.

IN WITNESS WHEREOF the said Corporation has hereto affixed its Corporate Seal duly attested by its proper officers in that behalf, and the Union has hereto affixed its Corporate Seal by its proper officers in that behalf.

CORPORATION OF THE COUNTY OF ESSEX

TEAMSTERS LOCAL UNION 879

Schedule "A" Effective April 01, 2020

SCHEDULE A Effective April 01, 2020				
	1-Apr-20	1-Nov-20	1-Apr-21	1-Apr-22
Mechanic Winter Control		\$34.44	\$34.92	\$35.41
Traffic Signal Electrician Winter Control		\$34.44	\$34.92	\$35.41
Mechanic	\$33.19		\$33.65	\$34.13
Traffic Signal Electrician	\$33.19		\$33.65	\$34.13
Lead Hand	*\$33.00		\$33.46	\$33.93
<small>*effective date of ratification, Lead Hand Sign, Tar Gang and Line Painting year-round, all others seasonal</small>				
Operator - Winter Control		\$31.97	\$32.42	\$32.88
Operator	\$30.97		\$31.40	\$31.84
Student Labourer (first 90 days)	\$16.72		\$16.95	\$17.19
Student Labourer (thereafter)	\$19.22		\$19.49	\$19.76

Definition of Lead Hand – The nature of the work necessitates that the Lead Hand is in control of the operation by directing employees as to when, where, and how the work is to be performed;

- (i) Any employee in a higher classification who operates equipment in a lower classification shall continue to receive his/her rate of pay for such higher classification.
- (ii) During those hours in which the tractor trailer operator is actually operating the tractor trailer he/she will be paid his/her tandem rate plus an additional 10 cents . premium for all hours worked.

(iii) Lead Hand

The Corporation shall post seasonal positions for Lead Hand by April 30.

An Operator who is assigned Lead Hand work will receive the Lead Hand rate of pay according to "Schedule "A" when all of the following criteria apply:

- (1) The nature of the work necessitates one person is in charge;
- (2) The membership will be asked if there are any interested parties to assume the role of Lead Hand on specific jobs;

(3) Management will decide who is best qualified to assume the role of Lead Hand. Seniority will be considered the determining factor, unless differences in knowledge and expertise would have a significant operational impact;

(4)The nature of the work necessitates the operator deployed by the Corporation is in control of the operation by directing employee as to when, where, and how the work is to be performed.

(iv) Lead Hand (Contractor Coordination)

An Operator who is assigned lead hand work will receive the Lead Hand rate of pay according to "Schedule "A" when alt of the following criteria apply:

(1)The nature of the work necessitates that the Operator deployed by the Corporation is in control of the operation by directing the contractors as to when, where, and how the work is to be performed;

(2)The Operator is responsible for record keeping during the operation;

(3)The membership will be asked if there are any interested parties to assume the role of Lead Hand — Contractor Coordination;

(4)Management will decide who is best qualified to assume the role of Lead Hand. Seniority will be considered . the determining factor, unless differences in knowledge and expertise would have a significant operation impact.

(5) For added clarification, Operators deployed for the sole purpose of providing traffic control support are not eligible for the Lead Hand pay rate.

(v) The following will apply to the posting of Temporary Welder Fabricator, and Spare Mechanic:

(1) This position will not supersede an employee's base posted position;

(2) The nature of the work will be on a temporary as needed basis;

(3) Welder-fabrication work is to be paid at the Operator rate of pay for hours worked as a Welder Fabricator. Spare Mechanic is to be paid the Mechanic rate.

Schedule B

The Corporation agrees to pay the premium cost of the benefits set out in this schedule, A detailed description of these benefits is contained in a manual especially prepared by the insurer and will be provided to the employee under separate cover. It is understood that the Corporation is not the insurer as to any benefits contained in this Agreement and will not, under any circumstances, be liable for any claims denied by the insurer.

Long Term Disability Insurance (66 2/3⁰/0) up to \$3,500.00 a month.

Short Term Disability Insurance

- (a) The Corporation shall provide short term disability insurance through a 3rd party provided and the plan will not change for the duration of the contract including sick hours' provision outlined in Article 12.
- (b) Claims that qualify will be eligible for payment on the fourth calendar day of absence for illness, and the first day of absence for hospitalization and injury, and apply for absences not compensated for per Article 12.
- (c) Coverage will be for a maximum of 15 weeks before LTD eligibility commences.
- (d) Payment will be based on 75% of weekly earnings to the next higher \$1.00 to a maximum of \$1,400.00/week.

Health Benefit Plan

Deductible Prescription Drugs, Hospital Accommodation (Semi Private Room), Optometric Eye Examinations, and Vision: All Other Health Benefits	Nil \$35 per covered person, \$70 per family, per calendar year
Overall Maximum: Hospital Accommodation (Private Room), Audio} Medical Items, Emergency Transportation, and Professional Services: All Other Health Benefits:	\$10,000 combined maximum per calendar year Unlimited
Your Co-Pay Prescription Drugs: All Other Health Benefits:	\$3 per prescription or refill 0%

Your Plan Covers:	Maximum Plan Pays:
Prescription Drugs — Pay Direct Drug	
Card	Unlimited
Hospital Accommodation	
Public general hospital — semiprivate or private room	Reasonable and customary charges
Convalescent or rehabilitation hospital — semi-private or private room	\$10 per day, up to \$1,000 combined per lifetime
Public chronic hospital — semiprivate room	\$3 per day up to 120 days per calendar year
Audio	\$500 every 5 years based on date of first paid claim
Medical Items	
Footwear	
Custom-made boots or shoes, or footwear as integral part of a brace, or modification/repair to stock item footwear	\$150 per calendar year
Custom-made foot orthotics	1 pair every 2 years based on date of first paid claim (every 12 months based on date of first paid claim for dependent children age 17 and under), limited to \$650 per pair
Other medical items — See the Description of Benefits section for details	Reasonable and customary charges
Medical Services	
Optometric eye examinations	Once every 2 years based on date of first paid claim (every 12 months based on date of first paid claim for dependent children age 17 and under)
Other medical services — See the Description of Benefits section for details	Reasonable and customary charges
Emergency Transportation	Reasonable and customary charges
Private Duty Nursing in the Home	Unlimited
Professional Services	
• Chiropractor	\$250 per calendar year, including 1 x-ray per calendar year
• Podiatrist	\$250 per calendar year, including 1 x-ray per calendar year

• Registered Massage Therapist (Physician (M.D.) recommendation required)	Reasonable and customary charges, limited to a maximum of 20 visits per calendar year, \$1,000. per calendar year maximum effective January 01, 2021.	
Your Plan Covers: (Physician (M.D.) recommendation required)	Maximum Plan Pays:	
• Naturopath	\$250 per calendar year	
• Psychologist	\$250 per calendar year	
• Speech Therapist	\$250 per calendar year	
• Osteopath	\$250 per calendar year, including 1 x-ray per calendar year	
• Physiotherapist	Reasonable and customary charges	
Accidental Dental	Reasonable and customary charges	
Vision		
Prescription eye glasses or contact lenses, or medically necessary contact lenses	\$500.00 every 24 consecutive months based on date of first paid claim	
Dental Benefit Plan		
Deductible:	Nil	
Fee Guide:	The current Provincial Dental Association Fee Guide for General Practitioners in the province where services are rendered. For independent Dental Hygienists, the lesser of, the current Provincial Dental Hygienists' Association Fee Guide and Provincial Dental Association Fee Guider for General Practitioners in the province where services are rendered.	
Your Plan Covers:	Your Co-Pay	Maximum Plan Pays:
Late Entrants*		\$250 per person for first 12 months of coverage, based on person's status effective date
Caps and Crowns	50%	To a maximum of \$1,500. Per calendar year effective January 01, 2021
Orthodontic Services	50%	To a maximum of \$2,500. Lifetime effective January 01, 2021