

AGREEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF LAMBTON

AND

LIUNA Local 3000

EFFECTIVE: JANUARY 1, 2024 TO DECEMBER 31, 2026.

## Table of Contents

<b>DEFINITIONS</b> .....	<b>3</b>
<b>ARTICLE 1 EMPLOYEES COVERED</b> .....	<b>3</b>
<b>ARTICLE 2 RECOGNITION</b> .....	<b>3</b>
<b>ARTICLE 3 MANAGEMENT RIGHTS</b> .....	<b>4</b>
<b>ARTICLE 4 DISCRIMINATION AND COERCION</b> .....	<b>4</b>
<b>ARTICLE 5 SALARIES AND WAGES</b> .....	<b>5</b>
<b>ARTICLE 6 HOURS OF WORK</b> .....	<b>6</b>
<b>ARTICLE 7 OVERTIME</b> .....	<b>6</b>
<b>ARTICLE 8 PAY DAYS</b> .....	<b>7</b>
<b>ARTICLE 9 VACATIONS</b> .....	<b>7</b>
<b>ARTICLE 10 PAID HOLIDAYS</b> .....	<b>9</b>
<b>ARTICLE 11 SICK LEAVE</b> .....	<b>9</b>
<b>ARTICLE 12 LEAVES OF ABSENCE</b> .....	<b>10</b>
<b>ARTICLE 13 GROUP BENEFIT PLANS</b> .....	<b>12</b>
<b>ARTICLE 14 GROUP LIFE AND AD &amp; D INSURANCE PLANS</b> .....	<b>12</b>
<b>ARTICLE 15 GROUP MEDICAL &amp; HOSPITAL PLANS</b> .....	<b>13</b>
<b>ARTICLE 16 O.M.E.R.S. PENSION PLAN</b> .....	<b>13</b>
<b>ARTICLE 17 CANADA PENSION PLAN</b> .....	<b>13</b>
<b>ARTICLE 18 DENTAL PLAN</b> .....	<b>14</b>
<b>ARTICLE 19 WEEKLY INDEMNITY PLAN AND LONG TERM DISABILITY PLAN</b> .....	<b>14</b>
<b>ARTICLE 20 BOOT AND UNIFORM ALLOWANCE</b> .....	<b>15</b>
<b>ARTICLE 21 CAR ALLOWANCE</b> .....	<b>15</b>
<b>ARTICLE 22 TEMPORARY TRANSFERS</b> .....	<b>15</b>
<b>ARTICLE 23 JOB POSTINGS</b> .....	<b>16</b>
<b>ARTICLE 24 REDUCTION IN WORKING FORCE</b> .....	<b>18</b>
<b>ARTICLE 25 INCREASE IN WORKING FORCE</b> .....	<b>18</b>
<b>ARTICLE 26 SENIORITY</b> .....	<b>19</b>
<b>ARTICLE 27 GRIEVANCE PROCEDURE</b> .....	<b>20</b>
<b>ARTICLE 28 DISCIPLINE, SUSPENSION &amp; DISCHARGE</b> .....	<b>21</b>
<b>ARTICLE 29 TECHNOLOGICAL/ORGANIZATIONAL CHANGE</b> .....	<b>22</b>
<b>ARTICLE 30 HEALTH AND SAFETY</b> .....	<b>22</b>
<b>ARTICLE 31 DURATION</b> .....	<b>23</b>
<b><u>SCHEDULE A</u></b> .....	<b>24</b>
<b>SCHEDULE B</b> .....	<b>25</b>
<b>LETTERS OF UNDERSTANDING</b>	

PERSONNEL AGREEMENT

-and-

WORKING CONDITIONS

CORPORATION OF THE COUNTY OF LAMBTON

**DEFINITIONS**

Corporation: is The Corporation of the County of Lambton.

Union: LiUNA Local 3000

**NO CONTRACTING OUT**

There shall be no permanent contracting out of any work normally performed by bargaining unit members. It is further agreed that Employees outside of the bargaining unit shall not perform any permanent bargaining unit work.

**ARTICLE 1 EMPLOYEES COVERED**

1.01 The Corporation shall recognize LiUNA Local 3000 as representing all salaried and hourly paid Employees, full-time and part-time, excepting those Employees represented by Locals #2557, 2926 and 1291 of the Canadian Union of Public Employees, ONA North Lambton Lodge/Lambton Meadowview Villa, ONA Marshall Gowland Manor and ONA Lambton Public Health, Local 65 of the UNIFOR, UNIFOR Local 2003-04, and SEIU Local 1 Canada, CAW Local 302 (also excepting the Managers, other Supervisors, students, certain secretarial and clerical positions and such other Employees who are employed in a confidential and/or supervisory capacity.)

**ARTICLE 2 RECOGNITION**

2.01 The Corporation recognizes the Union Committee as representing the Employees defined in Article 1.01.

2.02 Any Employee entering the service of The Corporation shall become a member of LiUNA Local 3000, excepting those required to join Local #2557, #2926 and #1291 C.U.P.E. and ONA North Lambton Lodge/Lambton Meadowview Villa, ONA Marshall Gowland Manor and ONA Lambton Public Health, CAW Local 302, Local #65 UNIFOR, UNIFOR Local 2003-04, and SEIU Local 1 Canada plus those Employees excluded under Article 1.01. Upon hiring, the County will provide to an Employee who will be included in, or excluded from, the Union a letter setting out the details. At the regular Labour Management meetings, the Employer will provide an updated list of new hires, resignations, terminations and contract assignments to the Union.

2.03 The Corporation agrees to deduct Union Dues per Employee as per instruction from LiUNA Local 3000 and submit such monies monthly to LiUNA Local 3000.

All dues shall be remitted to the Union no later than fifteen (15) days following the last day of the month in which the remittance was deducted. The amounts deducted under this Article shall be remitted to the Union's Office. In remitting such dues, the Employer shall also include a list of employees from whom deductions were made, including their employee number, first name, last name, FT/PT/Casual Status, job code description, pay date, gross wages and hours worked, individual dues amount, current address, telephone numbers.

The Union shall indemnify and save the Employer harmless from any and all liability arising out of the

collection, attempted collection, custody of and/or account of such Union dues, or any other result of the operation of this Article.

Each month payroll will forward to the local Union President or designate a copy of the information sent to LiUNA LOCAL 3000 recording members and the dues deducted for the month.

2.04 The Union Committee shall have the privilege of holding their Union Executive meetings in the County Building. The County agrees to provide the Union with private access to its conference room located at the Library Headquarters for the Union to use for the purposes of conducting its business from time to time. The conference room is equipped with internet and telephone connection. It is agreed, however, that these meetings shall be held at times agreed upon between the Union President in consultation with Supervisor/Manager, that will least interfere with the proper operation of all departments.

2.05 It is acknowledged that representatives of the Union will have duties to perform on behalf of the Employer. In a situation which requires a representative's attention during working hours, the representative will not leave their regular duties without first obtaining permission to do so from a Supervisor. It is understood that the taking of such time away from regular duties shall be without loss of pay and shall be kept to a minimum and that permission will not therefore be unreasonably withheld.

Any representative of the Union Committee who is in the employ of the Employer may have the right to attend meetings mutually agreed upon between the Employer and the Union held within the worker's scheduled working hours without loss of remuneration.

2.06 The County agrees to provide a steward or officer of the Union with 15 minutes at the end of the New Employee Orientation session, for the purposes of introducing new members to the Union. The Supervisor will notify the Bargaining Unit President when a new hire is registered for orientation.

2.07 The Employer and the Union agree to equally share the cost of printing this Collective Agreement and provide sufficient copies to local members and relevant Non-Union staff.

### **ARTICLE 3 MANAGEMENT RIGHTS**

3.01 It is recognized that the Management of The Corporation of the County of Lambton has the right to manage the business of The Corporation of the County of Lambton, and has the right to:

- 1) maintain order, discipline and efficiency;
- 2) direct the workforce including establishment and adjustment of the workforce;
- 3) to make rules and regulations affecting Employees and their conduct;
- 4) to hire, classify, transfer, lay-off, promote, and demote, and to discharge or discipline Employees;
- 5) to generally manage the operations of the Employer in accordance with its responsibilities;
- 6) Management rights as outlined above shall not be exercised in a manner inconsistent with the terms of this Agreement.

### **ARTICLE 4 DISCRIMINATION AND COERCION**

4.01 The County and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of an Employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union. The parties further acknowledge that the Employer has a Workplace Violence, Harassment and Sexual Harassment Prevention Policy in accordance with the Occupational Health and Safety Act.

The Employer and the Union agree that there shall be no discrimination on account of age, ancestry, colour, race, citizenship, ethnic origin, place of origin, creed, disability, family status, marital status (including single status), gender identity, gender expression, sex (including pregnancy and breastfeeding) and sexual orientation.

The Employer and the Union agree that neither of them nor their respective Representatives will contravene the applicable provisions of the Ontario Human Rights Code and/or Employment Standards Act.

The Employer and the Union further agree that all individuals in the workplace shall be treated with respect and shall not be subject to workplace or workplace related harassment or bullying of any type by an individual or a group of individuals.

## **ARTICLE 5 SALARIES AND WAGES**

- 5.01 a) Each Employee will be paid a salary in accordance with the salary, as attached Schedule A.
- b) The Employer endorses equal pay for equal work and will adhere to the Pay Equity Act as amended from time to time and shall work with the Union to ensure Pay Equity is achieved and maintained.
- c) The Union and the Employer are committed to maintain the principles of job equity. The Employer will adhere to Corporate Policy on Job Re-Evaluation and will provide a corporate Job Evaluation Committee upon which the Union and the Employer shall be represented.
- d) Full time employees move along the Schedule A grid every six (6) months. Part-time employees shall progress through the Schedule A grid at 910 hours (1820/2) for each step on the salary grid. There is no retroactivity for part-time salary progression as a result of this contract. Part-time employees progress towards the next step using their current hours accumulation since the last increase. The rates contained in the Schedule A do not include the payment in lieu of benefits extended to employees who are not eligible to participate in the County's benefits program.

- 5.02 a) Negotiations regarding changes in this agreement should be conducted in accordance to the Labour Relations Act. Schedule A shall be put into effect the first pay in January for the following year. In the event that negotiations cannot be concluded in this manner, this agreement shall remain in effect until a new agreement is put into force, of which the Schedule A of the new agreement will be retroactive to the expiry date of this agreement.

b) Union Committee:

The Employer recognizes four (4) members selected by the Union for the purposes of collective bargaining. The composition of the Committee shall include the President or alternate and three (3) members. The Employer agrees to pay the members of the bargaining committee for time spent in direct negotiations with the Employer up to and including conciliation.

- c) The Employer and the Union agree to establish a Joint Labour/Management Committee. The Employer and the Union agree to abide by the Terms of Reference as agreed. The purpose will be to advise and consult on matters impacting on the operations and the workers and to otherwise enhance communications and the relationship to their mutual benefit aided by the continuing dialogue process.

The Committee shall discuss, explore and consider matters of mutual concern and interest for the purpose of making recommendations to the parties on such matters.

The Employer will provide a current list of all staff vacancies, contract assignments and new hires to the Local Union President monthly at Labour Management meetings.

- 5.03 Employees will have a Performance Appraisal completed by their immediate Supervisor as per the corporate policy annually. Employees with more than one position must be appraised in each position. This appraisal form will be discussed, electronically signed and a copy is available to the Employee through the Employee Information Portal. The Corporation agrees to inform

the Union of any changes to its policy. It is understood that the Performance Appraisals are not linked to merit increase.

## **ARTICLE 6 HOURS OF WORK**

- 6.01 The regular work week for full time Employees will generally be 35 hours a week as assigned by their respective Supervisors and/or Managers.
- 6.02 In order to maintain a skeleton staff in each department during the noon hour and breaks, Employees may be required by their respective Supervisors to stagger these breaks contemplated in Article 6.04 hereof.
- 6.03 Full time Employees in the Union will be entitled to a Regular Day Off (RDO) as per Letter of Understanding #10 under the following conditions:
1. Departments will remain open with normal operating hours and adequate staffing.
  2. Employees' working hours will be adjusted so that each Employee works 7-1/2 hours per day on each day worked.
- 6.04 Employees working a shift seven (7) consecutive hours or more shall be entitled to two (2) paid 15-minute breaks, one taken in the first half of their shift and the other taken in the second half. Employees working a shift of more than four (4) consecutive hours but less than seven (7) hours shall be entitled to one (1) paid 15-minute break.
- In addition to paid breaks noted above, Employees working a shift in excess of five (5) consecutive hours shall be entitled to one (1) unpaid 30-minute eating period, i.e. lunch, in accordance with the Employment Standards Act, 2000.
- 6.05 a) In the event that Management schedules early closing of a facility, part-time staff will be allowed to make up any hours due to the early closure at a time that is mutually agreeable to both parties within a four (4) week period of time immediately prior to the date of the early closure or immediately following the date of early closure.
- b) Part time Employees will be able to make up any hours lost on Christmas Eve and New Year's Eve within a four (4) week period of time immediately prior to the date of the early closure.
- 6.06 On the first day of each month, employees will have access to their work schedule for the current month and the following two (2) months thereafter.
- 6.07 The Employer will endeavor to provide all employees with one weekend off per month.

## **ARTICLE 7 OVERTIME**

- 7.01
1. Every hourly Employee is entitled to compensation for overtime worked on the following basis:
  2. All authorized overtime will be paid at the rate of one and one-half (1-1/2) times the Employee's straight time hourly rate of pay for all hours worked in excess of eight in a day.
  3. If an Employee is called in, they will receive a minimum payment equal to four hours pay at their regular rate.
  4. Overtime will be assigned and recorded on bi-weekly payroll timecards.

5. Employees attending conventions, seminars or association meetings etc., will not accumulate overtime either during or beyond normal working hours.
6. Any time taken off in lieu of overtime is to be taken at straight time provided banked time is at one and one half (1-1/2).
7. Employees will not be allowed to accumulate in excess of forty (40) hours of overtime, recorded as per Article 7.01 (5) above, except with specific permission of the General Manager, using the prescribed forms.
8. Accumulated overtime shall have cash surrender value, at the rate of pay the overtime was earned, upon retirement, termination or severance of employment.

**ARTICLE 8 PAY DAYS**

8.01 Payroll will be on a bi-weekly pay system with pay days established every other Thursday on a direct deposit basis.

**ARTICLE 9 VACATIONS**

9.01 All full-time Employees shall receive annual paid vacations at their rate of remuneration at the time they take their vacation based upon their length of continuous service with The Corporation as measured from their anniversary date of employment. The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater, the hours per pay period may vary.

SERVICE	VACATION CREDITS	
	35 Hours per Week	40 Hours per Week
Completed one year but less than three years of service	4.04 hours per pay period	4.62 hours per pay period
Completed three but less than ten years of service	5.39 hours per pay period	6.16 hours per pay period
Completed ten but less than twenty-five years of service	6.74 hours per pay period	7.70 hours per pay period
Completed twenty-five or more years of service	8.077 hours per pay period	9.24 hours per pay period

On the first (1<sup>st</sup>) day of the 4<sup>th</sup>, 11<sup>th</sup> and 26<sup>th</sup> year, an additional 35 or 40 hours depending on the Employee's classification will be deposited into the Employee's vacation bank.

Employees will be allowed to accumulate 1.5 times their annual vacation entitlement into their vacation entitlement bank at any one time. The time that vacation is taken is subject to the approval of the Supervisor/Manager, and will be dependent upon the work load in the department.

- 9.02 Employees leaving the employ of The Corporation before the anniversary date of their employment shall receive vacation pay calculated on their earnings since their last anniversary date as follows:
1. Employees with less than one year of service with The Corporation shall receive vacation allowance at the rate of 4% of actual earnings for such period.
  2. Employees with one but less than three years of service with The Corporation shall receive vacation allowance of 6% of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.

3. Employees with three but less than ten years of service with The Corporation shall receive vacation allowance of 8% of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.
4. Employees with ten but less than twenty-five years of service with The Corporation shall receive vacation allowance of 10% of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.
5. Employees with twenty-five years or more service with The Corporation shall receive vacation allowance of twelve percent (12%) of regular days worked since their last anniversary date, at the rate of remuneration at the time of termination.
6. When an employee dies, their estate shall be entitled to the value of the vacation cred owing them at the above rates, at the time of decease.

- 9.03 a) All Employees other than Full Time Employees will receive the appropriate vacation pay percentage based on their entitlement, on established pay days.
- b) Part time Employee's vacation pay shall be calculated based on total hours worked for the County. If a part time Employee holds two positions simultaneously the hours of work will be combined for vacation entitlement.

9.04 Vacation must have prior approval by the Supervisor and/or Manager.

Employees shall review their vacation entitlement and submit vacation requests in the following manner:

- (a) Employees will submit vacation requests through the scheduling software system by March 1 for the period of May 1 of the current year to April 30 of the following year.
- (b) All vacation requests for this planning period will be finalized by April 1.
- (c) Vacation requests are considered based on seniority. Any conflict of vacation choices between employees reporting to the same supervisor shall be decided on the basis of seniority.
- (d) Vacation requests made after March 1 shall be considered on a first come first served basis.

Approval of vacation requests will be subject to operational requirements as determined by the Employer, but will not be unreasonably denied.

9.05 Any Employee on an extended leave of absence such as weekly indemnity, long term disability, and all unpaid leave of absence shall not be entitled to the accumulation of vacation credits or holiday pay for any period of absence in excess of 30 working days.

9.06 Part Time employees will be entitled to vacation time based on their years of service (Hire Date).

Completed 1 year continuous service to less than 3 years of service	3 weeks' vacation (days based on a 52 week average for hours worked from January 1 – December 31)
Completed 3 years continuous service to less than 10 years of service	4 weeks' vacation (days based on a 52 week average for hours worked from January 1-December 31)
Completed 10 year continuous service to less than 25 years of service	5 weeks' vacation (days based on a 52 week average for hours worked from January 1-December 31)
Completed 25 years continuous service	6 weeks' vacation (days based on a 52 week average for hours worked from January 1-December 31)

If the calculated entitlements are less than the minimum standard as provided by the Employment Standards Act, 2000, the employee will be eligible for the minimum vacation entitlement (ie. Prorated at 2 weeks for up to 5 years of service; Prorated at 3 weeks for up to 5 years of service) under the Employment Standards Act, 2000.



**ARTICLE 10 PAID HOLIDAYS**

10.01 The Corporation will pay to all Employees except those on leave of absence, lay-off and any other form of temporary separation of employment, the regular rate of pay for holidays as designated below:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

10.02 (a) In addition to the holidays listed in Article 10.01, full-time Employees will be allowed 1 Floating Holiday to be taken at a time mutually agreeable between the Employee and the Supervisor by December 31. Employees are not eligible for the Floating Holiday during their first year of full-time work unless they start the job prior to July 1 of the year.

(b) All part time Employees will be eligible to receive a half floating holiday (3.5 hours) at a time mutually agreeable between the Employee and the Supervisor by December 31. Employees are not eligible for the Floating Holiday during their first year of work unless they start the job prior to July 1 of the year.

10.03 In the event any government authority proclaims an additional statutory holiday during the life of this agreement, the Floating Holiday described in Article 10.02 will become that holiday and will be taken on the date proclaimed by the government authority.

10.04 An Employee who is absent without permission or justifiable reason on either of his scheduled working days immediately preceding or following a recognized holiday, will not be eligible for holiday pay.

10.05 If Employees are required to work on any of the above paid holidays, they will receive premium pay at the rate of two (2) times their regular hourly rate in addition to their holiday pay.

10.06 If the day of observance of a holiday falls within the period of approved vacation of an Employee, they shall be paid for such holiday as herein provided.

10.07 For those Employees who regularly work Monday-Friday schedules, when any of the above noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a Holiday) shall be deemed to be the holiday for the purpose of this Agreement.

10.08 For those facilities open on weekends, when any of the above noted holidays falls on a Saturday or a Monday, it shall be deemed to be the holiday for the purpose of this Agreement. The facilities (except Lambton County Archives, Lambton Heritage Museum and Oil Museum of Canada) will be closed on the holiday Saturday or Monday as well as the Sunday before or after the holiday.

**ARTICLE 11 SICK LEAVE**

11.01 Any Employee absent in excess of three consecutive working days may be required to bring a doctor's certificate upon returning to work, and a certificate may be required after the first day, if requested by the Supervisor.

The Employer agrees to contribute up to \$45.00 towards the costs incurred by the Employee for providing a certificate in accordance with this article. The certificate must contain the following information:

- a) The date the worker was examined by the physician, surgeon, or Nurse Practitioner and;
- b) The date the illness commenced and;
- c) The anticipated date of return to work.

Should an accommodation be required upon the Employee’s return to work, the certificate must contain the restrictions and limitations of the injury.

For greater certainty, this provision does not apply to certificates required under any short-term (i.e. weekly) or long-term disability programs.

11.02 Intermittent Sick Days

All full-time Employees receive four (4) Intermittent Sick Days on January 1st of each year. They are accumulative, but do not acquire a cash value on termination. The Union acknowledges the four (4) Intermittent Days provided annually are payment in lieu of the Employer sharing the E.I. premium reduction with the Employees.

New Employees shall receive Intermittent Sick Days as follows:

<u>Month Hired</u>	<u>Number of Days</u>
January or February	4
March or April	3
May or June	2 ½
July or August	2
September or October	1 ½
November or December	1

Intermittent Sick Days will be used to maintain pay during the waiting period and to supplement the Weekly Indemnity Insurance Plan up to a maximum of 17 weeks for each separate illness.

No Intermittent Sick days may be used at any time to supplement the Long Term Disability insurance award.

11.03 Sick leave credits may be used to make up the difference between Workplace Safety and Insurance Board (WSIB) disability payments and net pay. An Employee may choose to accept WSIB payments only and retain their sick leave credits. It is the responsibility of the Employee to notify their supervisor of their choice at the time a lost time injury occurs and the accident is being reported to the WSIB.

**ARTICLE 12 LEAVES OF ABSENCE**

Bereavement Leave

- 12.01 a) An Employee shall be granted up to five (5) working days leave, without loss of pay or benefits, in the case of the death of a spouse, parent, child, common-law spouse, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law, step-sister, step-brother provided the leave days are regularly scheduled work days. This clause shall also apply to persons standing in loco parentis.
- b) An Employee shall be granted up to one (1) day of leave, without loss of pay or benefits, in order to attend the funeral or memorial service of a grandparent-in-law, aunt or uncle, niece or nephew provided the funeral falls on a regularly scheduled work day.
- c) Payment shall be made where the leave day(s) are used for making funeral arrangements, travel, and

attending the funeral and/or memorial service. Where a memorial service is held at a later date, the Employee may use any Bereavement Leave they have remaining regarding the deceased.

- d) The Employee shall advise their Supervisor/Manager, or designate, of the need for bereavement leave at their earliest convenience, and shall submit a leave request in the scheduling software.
- e) It is agreed that a bereaved Employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of the Supervisor/Manager, or designate.

#### Jury Duty

- 12.02 When an Employee who would otherwise be present at work is called for jury duty or as a court witness they will be paid their normal daily pay, and the amount they receive for court duties will be turned over to The Corporation. A worker called or subpoenaed as a witness in a personal matter with no relationship to work does not qualify for wage continuance.

#### Volunteer Firefighter

- 12.03 If an Employee of The Corporation, who is a volunteer firefighter, is called to a fire, or who is a volunteer fire chief and is called to a hearing following a fire, The Corporation will pay the Employee for time off during regular scheduled working hours.

#### Personal Unpaid Leave

- 12.04 a) The Corporation may grant unpaid leave of absence to any Employee for legitimate personal reasons. An Employee on such leave of absence shall continue to accumulate seniority for a period of not more than three months.
- b) The grant of a leave of absence without pay to any Employee must be obtained from the Manager in writing prior to the leave of absence being commenced. If the leave of absence is for 2 weeks or less, it will be at the discretion of the Employee's Supervisor. If more than 2 weeks is requested, the leave of absence must be signed by the General Manager.

#### Pregnancy and Parental Leave

- 12.05 The Corporation will grant Pregnancy and Parental Leave in accordance with provisions of the Employment Standards Act.

#### Union Business Leave

- 12.06 The Employer may grant a leave of absence without pay for a period of no less than twenty (20) working days but no more than 365 days per calendar year to not more than one (1) Employee to allow such Employee to engage in the business of the Union, provided the Company receives a written request for such leave at least thirty (30) days prior to the proposed leave. If the leave is granted, it shall be unpaid. Although unpaid, the Employer agrees to maintain the Employee's regular wages and mandatory and discretionary benefits, less all applicable statutory deductions, provided that such wages and mandatory and discretionary benefits costs are reimbursed by the Union. If the Employee wishes to continue their group benefits, they or the Union shall reimburse the Employer the full costs of the premiums for such benefits while on leave of absence. While on such leave of absence, the Employee shall continue to accrue seniority under this agreement.

Benefits while on Leave of Absence

12.07

a) Employees who are absent from work (due to illness or accident not eligible for WSIB) for more than 17 weeks, and not accepted for Long Term Disability, shall have The Corporation's share of their benefits paid for five (5) months after the month in which the absence began and no longer. Thereafter, the Employee may continue to pay the full premium cost on their own behalf in accordance with the terms of the prevailing policies for a maximum of one (1) year from the occurrence of the illness or accident.

b) If the leave is for other than illness, The Corporation will pay its share of the cost of benefits provided the leave is for not more than 2 weeks. If the leave is for other than illness or pregnancy/parental leave and is in excess of 2 weeks, the Employee must pay 100% of benefits before commencing the leave.

c) Employees on WSIB Benefits

An Employee with at least one (1) year's seniority as of the date of injury, receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to all group benefits under this Agreement.

While on WSIB the Employer shall continue to pay their share of all premiums for Employee benefit plans, based on one hundred percent (100%) of earnings, for not more than (2) years. If, at the end of the two (2) year period, the injured Employee is not physically capable of performing their regular duties, the Employer and the Union shall meet to discuss what alternatives are available for the injured worker, in accordance with the findings of the rehabilitation section of WSIB.

**ARTICLE 13      GROUP BENEFIT PLANS**

13.01      Full-time Employees will be offered the option to join the County's insurance plans for this group. If an Employee chooses not to participate in any or all of the plans, they will be required to sign a waiver to that effect.

13.02      Part-time Employees shall receive a 13% benefit (calculated on base, hourly rate excluding overtime) in lieu of group Employee benefit plans. If a part-time Employee chooses to join OMERS, the Employer's share of the OMERS contributions shall be deducted from this percentage in lieu of benefits amount.

**ARTICLE 14      GROUP LIFE AND AD & D INSURANCE PLANS**

14.01 a) The Corporation participates in a Group Life Insurance Plan, which is a condition of employment for full-time Employees who have completed their probationary period (60 working days), to the amount of two times the annual salary rounded to the next higher \$1,000 to a maximum of \$250,000 or whatever greater amount may be approved by The Corporation. The Employer agrees to pay 100% of the billed premiums.

b) The Employer also participates in an Accidental Death and Dismemberment Insurance Plan, to the amount of two times (2X) the Employee's annual salary, rounded to the next higher \$1,000 to a maximum of \$250,000 or whatever greater amount may be approved by The Corporation, for all permanent full-time Employees. The Employer agrees to pay 100% of the billed premiums.

## **ARTICLE 15      GROUP MEDICAL & HOSPITAL PLANS**

15.01 The Corporation participates in Group Medical and Hospital Insurance Plans, including Semi-private and Extended Health Benefits, and assumes 100% of the cost of the premiums.

15.02 The Extended Health Benefits include:

- a Drug Card for prescriptions
- Vision Care rider
  - providing a maximum \$425 coverage to eligible Employees and their dependents every 24 months upon ratification
  - \$110 coverage for eye exams every 24 months
- Major Medical coverage is a “Generics Only – Where Available” plan, but allowances are made for “no substitution” when indicated by the physician on the prescription
- \$12 cap on the Drug Dispensing Fee
- Paramedical
  - \$600 per year for all specialties combined (Effective January 1, 2026 this will increase to \$650)
  - first dollar average on Chiropractic services
- Private Duty Nursing
  - \$25,000 per 3 years
- Deluxe Travel

### **15.03 Paid Benefits for Retirees**

The Corporation agrees to provide the plans indicated in Article 15.01 to current retired Employees and those in the bargaining unit and employed with the County who retire from the County under the following conditions:

- a) Employees must qualify for unreduced early retirement, as set out in the OMERS Act.
- b) Employees must have at least 25 years of service with the County of Lambton.
- c) Employees must remain a resident of Ontario after retirement,
- d) benefits will cease when the retiree reaches 65 years of age, or dies, whichever occurs first.
- e) if the retiree takes other employment where similar benefits are available, the benefits will cease.

## **ARTICLE 16      O.M.E.R.S. PENSION PLAN**

16.01 The Corporation participates in a pension plan under the provisions of the Ontario Municipal Employees Retirement System Act.

16.02 It is a condition of permanent employment with The Corporation that each full-time Employee becomes a member of the Ontario Municipal Employees Retirement System, contributing payments as required by the Act by payroll deduction. The Corporation will contribute an equal amount to the System to aid in providing a retirement pension. Part-time Employees have the option of participating in OMERS, subject to the OMERS Act and Regulations.

## **ARTICLE 17      CANADA PENSION PLAN**

17.01 The Corporation participates in a pension plan under the provisions of the Canada Pension Plan.

17.02 It is a condition of the Canada Pension Plan that each eligible Employee belong. Employee payments as required by the Plan will be by payroll deduction. The Corporation will contribute an equal amount to the Plan to aid in providing a retirement pension.

**ARTICLE 18      DENTAL PLAN**

18.01 The Corporation participates in a Dental Plan and will pay 50% of the cost of such plan. The plan provides:

- nine (9) month time frame for recall for regular checkups.
- current ODA fee guide
- \$2000 annual maximum for basic and major combined
- 50% coverage for caps, crowns & bridges
- 50% orthodontic coverage for eligible children
- \$2000 lifetime maximum for orthodontics per each eligible child

18.02 The plan booklet should be referred to for details of dental coverage.

**ARTICLE 19      WEEKLY INDEMNITY PLAN AND LONG TERM DISABILITY PLAN**

19.01 The Corporation agrees to pay 100% of the billed premiums of Disability Insurance offered by our insurance company, basic benefits of which are as follows:

a) Weekly Indemnity Insurance

The Plan provides a weekly indemnity insurance which will pay 75% of weekly earnings rounded to the nearest dollar, and up to a maximum benefit of \$2,000.00 per week or whatever greater amount the County purchases. Benefits shall start the first day of a disability due to an injury or the first day of an illness if hospitalized, or the fourth day of an illness due to sickness if not hospitalized, and shall continue for a maximum period of 17 weeks.

For benefits to be payable from the first day of hospitalization, you must be a registered bed patient and have been formally admitted and assigned to a bed in a hospital on a physician's order.

Benefits will also be made payable from the first day if you are not confined to a hospital but had surgery and/or a corrective treatment, requiring anesthetic, performed on an outpatient basis in a hospital, providing:

- 1) the cost is \$35 or more and is scheduled or payable by OHIP, and
- 2) you are unable to work on such a day, as verified by a physician.

The weekly benefit shall be payable on a five day work week basis, whereby 1/5 of the weekly benefit is payable for each working day in the period which qualifies for benefits.

b) Long Term Disability Insurance

The Plan provides a long term disability insurance which pays 70% of monthly earnings rounded to the nearest dollar, and up to a maximum benefit of \$7,500.00 per month or whatever greater amount the County purchases.

An Employee who is receiving payment under the Long Term Disability Plan shall not be entitled to holiday pay for holidays accruing during the term of absence.

The Long Term Disability Plan cannot be supplemented by using any sick leave credits, either Banked Days or Intermittent Days.

If an Employee is on Long Term Disability, their status with The Corporation in respect to continuation of benefits and employment, will be reviewed after 12 months.

19.02 The insurance coverage outlined above is described in detail in a booklet prepared by the insurance

company and is available to each full-time Employee. The Corporation reserves the right to change carriers on the insurance without notification, provided the insurance maintains equal or better coverage.

19.03 Accumulation of vacation accrual credits while on Weekly Indemnity and/or Long Term Disability will be managed in accordance with Article 9.06.

**ARTICLE 20 BOOT AND UNIFORM ALLOWANCE**

20.01 a) Full-time Employees who are required to wear safety footwear in their jobs will be paid to a maximum of \$160.00 per annum, upon original proof of purchase, toward the cost of CSA-approved footwear or approved protective outerwear effective on date of hire.

b) Other Employees requiring safety footwear will receive a maximum of \$160.00 per annum, on a replacement basis, at the recommendation of the Supervisor/Manager.

**ARTICLE 21 CAR ALLOWANCE**

21.01 All Employees using their personal vehicles for The Corporation's purposes will be entitled to a mileage allowance at the rate set out in the County's Mileage Allowance Policy and all future adjustments made to the Mileage Allowance rate under policy will be applicable to the employees represented by this Collective Agreement.

**ARTICLE 22 TEMPORARY TRANSFERS**

22.01 It is not the intention of The Corporation to utilize temporary transfers to transfer anyone permanently.

22.02 A "temporary transfer" shall be defined as a job opening of twenty (20) working days or less; such vacancy usually occurs as a result of vacation or short-term illness.

Any Employee, who, for the convenience of The Corporation is temporarily transferred to another job in which the rate of pay is different from that in effect in the Employee's own regular job, shall be paid as follows, while so employed:

1. If the starting rate of pay in the job to which he is transferred is less than the Employee's regular pay, he shall receive their own higher rate of pay;
2. If the classification of the job to which he is transferred is higher than the Employee's regular classification, the Employee will be placed at the step of the grid that results in an increase while temporarily transferred, providing the Employee displays efficiency, skill or ability equal to that of the Employees in the job similar to that to which he is being transferred.

22.03 An Employee who, for the convenience and benefit of the Employee, is temporarily transferred to another job instead of being laid off due to lack of work, breakdown of machinery or other such cause, shall be paid while employed as follows:

1. If the starting rate of pay in the job to which they are transferred is less than the Employee's regular pay, they shall receive the lower rate of pay on the job to which they are transferred, except where the Employee has previously had practical experience with The Corporation in the classification, in which case they will receive the job rate indicated by the number of months of experience in that job with The Corporation.
2. If the starting rate of pay in the job to which they are transferred is higher than the Employee's regular pay, they shall receive such higher rate provided they display efficiency, skill and ability equal to that

of other Employees in the classification to which they are transferred; and until such time as they display such efficiency, skill or ability, they shall continue to receive their own regular rate.

- 22.04 Where the Manager assigns an Employee to assume the full duties of an absent Employee for greater than one (1) day and where that Employee has a higher rate of pay, that Employee shall be compensated at the higher rate of pay for each hour worked.

## **ARTICLE 23      JOB POSTINGS**

- 23.01 a) A "permanent full time or part time vacancy" is defined as a job opening which results from the resignation or termination of an incumbent which the Employer decides to fill, or from the creation of a new bargaining unit position.

The term "indefinite vacancy" shall be defined as a vacancy of undetermined duration greater than thirty (30) working days; such vacancy usually occurs as a result of the absence of an incumbent due to illness, pregnancy/parental, leave of absence.

- b) For vacancies anticipated to not be greater than 30 working days, the Employer shall fill the vacancy using the Call ins and Extra hours procedure.

Prior to filling any permanent or indefinite vacancies anticipated to be greater than 30 working days, the Employer shall post notice of the vacancy or new position electronically on the Employer's applicant tracking system for a minimum of seven (7) calendar days. Interested Employees will be notified of job postings via email from the applicant tracking system, upon request, and shall make written application within the aforementioned posting period.

In the event of a reassignment being required by the Employer, the Employer undertakes to post the requirement electronically on the Employer's applicant tracking system for the information of all staff. Employees who are interested in the reassignment should make their requests for consideration in writing via the applicant tracking system. The Employee who meets the qualifications, skills and ability based on seniority will be offered the reassignment. Internal and external candidates may be solicited simultaneously, provided no external applicant will be considered until the internal job posting process has been fulfilled.

Any vacancies resulting from this posting process shall be reposted in accordance with Article 23.

For clarity, the initial posting plus one subsequent posting shall occur after which time the Employer shall fill any remaining openings at its discretion.

In selecting a candidate to fill a permanent or indefinite vacancy, the Employer shall first consider those Employees as stated in the definitions section of the collective agreement:

- (i) skill, ability, qualifications; and
- (ii) seniority

Where the qualifications of factor (i) are relatively equal, then factor (ii) shall govern.

- c) In the event any position becomes vacant, it is agreed it will be posted within fifteen (15) working days. Should the Employer decide it is not necessary to post a position, or there are mitigating circumstances that prevent the job from being posted, the parties agree to discuss these circumstances at Labour Management. Both parties agree it is in everyone's best interests to fill positions as quickly as possible.



d) Probation Period

All new Employees are considered as on probation for a period of 60 worked days or 420 hours, whichever comes first for full time Employees, and 455 hours for part time Employees or a maximum of 6 calendar months. Before the end of the probationary period, the Supervisor will fill in an appraisal sheet.

No Employee will be considered for a second vacancy until they have successfully completed their probationary period in the current position they hold. An Employee can be considered, while on probation, for another position within the same job classification and will keep their seniority and will continue with their probationary period in their new position at no loss.

The probationary period may be extended an additional thirty (30) calendar days upon mutual agreement of the Union and the Employer prior to the expiry of the original probationary period.

23.02 When an Employee is the successful applicant in the posting for a permanent job, the following should apply:

- (a) Lateral transfer: The Employee shall be placed on the grid in the new job at the same rate and step that the Employee was earning immediately prior to the posting.

It shall be understood that Employees are limited to two lateral transfers per calendar year.

- (b) Promotion: The Employee shall be placed on the step of the grid which provides an increase.

- (c) Downgrade: the Employee shall be placed on the same step of the grid in the new classification.

23.03 Trial Period

- (a) The successful applicant for a permanent or indefinite vacancy shall serve a trial period of thirty (30) worked days from assumption of new duties. Conditional on satisfactory service, such trial position shall be confirmed after the period of thirty (30) worked days. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period, or wishes to return to their former position within that time, that Employee shall be returned to the former position without loss of seniority, and at the Employee's former wage rate. Any other Employee affected because of the rearrangement of positions shall also be returned to that Employee's former position and at the former wage rate of that Employee. Employees who elect to return to their former position shall not be allowed to bid on a similar position within the same existing classification within a department for a period of one (1) year.

- (b) When an Employee moves to a higher rated job, the Employee will be placed in the step which gives an increase over their former rate. When an Employee moves to a lower rated job, the Employee will be placed in the same step that they held in their former job. When the Employee is initially placed in Step 1 in the higher/lower rated job, they will progress along the wage grid as per Schedule A.

23.04 (a) Where an Employee whose position was filled as an indefinite vacancy returns to work, the Employee in the indefinite vacancy shall be returned to their former position without loss of seniority and at their former step. Any other worker affected because of the rearrangement of positions shall also be returned to their former position and at their former step.

- (b) It is understood that should the absent incumbent resign or be terminated, the position will be posted subject to Article 23.

(c) Furthermore, any vacancy resulting from the indefinite postings and subsequent permanent placement as per 23.04 (b) shall be subject to the posting process.

**ARTICLE 24        REDUCTION IN WORKING FORCE**

24.01    Provided that, in the opinion of The Corporation, the Employees affected are of equal skill, ability, qualifications, and subject to the limitations set out hereafter, the last Employee hired, in the case of lay-off, shall be the first laid off.

24.02    Two types of lay-offs are recognized by The Corporation:

1.    A temporary lay-off of no longer duration than 12 working days when the Employee is so informed at the time of lay-off. Such temporary lay-offs shall not exceed 12 working days in any 12 month period.
2.    An indefinite period lay-off, with the Employees at the time of lay-off being so informed.

24.03    The Corporation will provide notice per the ESA of a lay-off to the Employees concerned. An Employee laid-off and in receipt of health and welfare benefits shall maintain these benefits until the end of the notice period.

24.04    In the event of an indefinite lay-off, the last Employee hired, shall be the first laid off, provided that The Corporation is of the opinion that the senior Employee has the skill, to meet the normal requirements of the job.

The County and the Union agree that where an Employee has been given notice of layoff, they may exercise bumping rights within the department based on their status provided they have the skills, abilities and qualifications to perform the work (with an orientation period of ten (10) working days).

An employee subject to layoff who is unable to displace an employee of the same status within their own department may then look to displace the most junior employee in another status within their department (ie: full-time to part-time or part-time to full-time) provided the employee has the skills, abilities, and qualifications to perform the work and the employee being displaced is the most junior employee in the department.

In the case of a lay-off situation due to a branch closure it is understood that the most junior person in the region will be the employee impacted. The Employer and the Union will discuss whether opportunities exist to mitigate the impact to the membership.

24.05    In the event of a service transfer to a lower tier municipality, The Corporation will negotiate for retention of service and seniority rights for affected Employees.

**ARTICLE 25        INCREASE IN WORKING FORCE**

25.01    Prior to any outside hiring, Employees on lay-off shall be given the opportunity of returning to work.

25.02    Subject to Article 24.04 an Employee must take the first job open on recall, or his employment will be terminated unless, due to physical difficulties, the Employee cannot do the job, and The Corporation agrees the Employee is exempt.

25.03    In the event an Employee on indefinite lay-off desires to be recalled only for their own job, he must indicate this desire in writing at the time of lay-off.

25.04    Employees will be recalled in the reverse order of lay-off.

25.05    An Employee who is recalled for other than their own job will assume the starting rate of the new

classification, except where an Employee has previously had practical experience with The Corporation in the classification, in which case the Employee will receive the job rate indicated by the number of months of experience in that job with The Corporation.

25.06 Any Employee who has been laid off due to lack of work and subsequently re-employed will have their length of service determined by the actual time they have been on The Corporation's payroll.

## **ARTICLE 26 SENIORITY**

26.01 On the Union seniority lists, seniority shall mean the length of uninterrupted service as an Employee with The Corporation and as a member of LiUNA Local 3000. Full time Employees shall be calculated by date of hire. Part time seniority hours shall be combined for positions in more than one department with the Union. When an Employee is transferred from a part-time to a full-time position the Employee will be credited with seniority proportionate to the number of part-time hours worked to determine a seniority date. The conversion factors are:

- 2088 hours for all hours worked prior to June 13, 1990.
- 1920 hours for all hours worked from June 13, 1990, to Dec. 31, 2003
- 1820 hours for all hours worked after Jan 1, 2004.

When a full-time Employee is transferred to a part-time position, the same conversion factor applies to determine the number of hours worked by the Employee, for purposes of the part-time seniority list.

26.02 When an Employee joins the Union from a different bargaining unit or the non-union group, seniority (for purposes of layoff, recall, job postings and vacation scheduling) will start from that day and does not carry forward from other units. Seniority for service-related matters such as vacation entitlement, will carry forward. In the case of duplications in terms of starting date for Full Time Employee, an alphabetical list shall be prepared in accordance with their surnames and those at the top of the lists shall be deemed to be hired first.

26.03 Seniority lists shall be sent to the local President and Vice President or their designate via their County email annually, in February. Full Time will reflect hire date and seniority date and part time positions will be based on hours worked. The list will be posted for a period of 30 days in which Employees should advise Human Resources of any discrepancies. After 30 days a final seniority list for full time and part time Employees will be posted.

26.04 Seniority rights will cease and employment shall be deemed terminated for any of the following reasons:

1. If the Employee voluntarily quits;
2. If the Employee is discharged and the decision is not reversed through the Grievance Procedure;
3. If the Employee is absent from work for three working days without securing a leave of absence, unless reasons satisfactory to The Corporation for such absence are supplied;
4. If the Employee utilizes a leave of absence for a purpose other than that for which it was granted;
5. If an Employee has been laid off and fails to return to work within seven working days after they have been notified to do so by Registered Mail to their last known address with The Corporation, unless reasons satisfactory to The Corporation are supplied; (It shall be the Employee's responsibility at all times to keep The Corporation informed as to their current home address).
6. Or if the Employee is laid off for 24 (twenty-four) consecutive months.

26.05 An Employee's seniority will not be terminated when they remain away from work because of sickness, or disability or Family Medical Leave, provided the Employee notified their immediate Supervisor within three working days. An Employee on authorized sick or disability or Family Medical leave will only accumulate seniority for twelve months.

26.06 (a) In the event that an Employee is transferred to a position outside the bargaining unit, on a temporary basis, for a period which does not exceed 18 months, they will retain, but not accumulate, their seniority held at the time of such temporary transfer and shall have no right to the Collective Agreement or entitlement with the exceptions of bidding on permanent bargaining unit vacancies. Upon return to the bargaining unit at the end of the temporary period, they will be credited with all seniority held at the time of transfer and shall accumulate seniority from the date of their return to the bargaining unit. It is understood and agreed that an Employee may decline such offer of transfer.

(b) In the event that an Employee is promoted to a position outside of the bargaining unit on a permanent basis, they will retain but not accumulate their seniority held at the time of such promotion for a period of three (3) months with no right to the Collective Agreement. If the Employee is returned to the bargaining unit at any time during such three (3) month period, they will be credited with all seniority from the date of their return to the bargaining unit. After the three (3) month period has expired, the Employee will lose all seniority held at the time of promotion.

## **ARTICLE 27            GRIEVANCE PROCEDURE**

27.01    The Corporation considers it most important to adjust complaints and grievances of Employees as quickly as possible.

27.02    (a) A grievance shall be filed within 10 working days (but, in no event, regardless of the Employee's "working days", shall the grievance be submitted later than 30 calendar days) of the Employee or the Union becoming aware of the incident or circumstances giving rise to the grievance.

(b) A group grievance shall be taken up with The Corporation at Step Two within ten (10) working days (but, in no event, regardless of the Employee's "working days", shall the grievance be submitted later than 30 calendar days.) of the Employees or the Union becoming aware of the incident or circumstances giving rise to the grievance.

(c) A policy grievance shall be taken up with The Corporation at Step Two within ten (10) working days (but, in no event, regardless of the Employee's "working days", shall the grievance be submitted later than 30 calendar days.) after the date of the Employee or the Union becoming aware of the incident or circumstances giving rise to the grievance.

27.03    A grievance shall be adjusted and settled as follows:

Step One - An Employee who has a complaint shall first discuss the matter with their immediate Supervisor or designate. The Employee shall be entitled to have a representative from the Union attend. The Supervisor or designate shall have five (5) working days to reply.

Step Two - Failing a satisfactory settlement of the complaint at Step One, the Employee or their representative shall present, within five (5) working days, their grievance in writing to the Employee's Manager and/or General Manager. If a reply satisfactory to the Employee concerned is not received within five (5) full working days, the grievance may be presented as follows at any time within the next five (5) full working days after receipt of the reply.

Step Three - The Employee or their representative may present their grievance in writing to the Corporate Manager, Human Resources. The Corporate Manager, Human Resources shall arrange a meeting with the Employee and the Union representative to discuss the grievance and shall deliver their decision in writing within five (5) working days following the day the grievance was presented to him. Failing settlement, then:

27.04    The grieving Employee may have a representative from the Union at any of the above steps.

27.05    Any time limits referred to in the Grievance, Mediation or Arbitration procedures (within which any action

is required to be taken or notice is required to be given) shall be calculated exclusive of Saturdays, Sundays, and Paid Holidays (as listed in Article 10 of this agreement).

27.06 Mediation

Within ten (10) working days following the Step 3 reply, the Union and/or Employer may, on written notice to the other party, refer the matter to Mediation. The parties will choose a mediator and hereby agree to equally share the fees and expenses of the selected mediator.

The parties also agree to co-operate in arranging one or more mediation sessions within thirty (30) calendar days of the selection of the mediator.

27.07 Arbitration

When either party decides that a grievance will be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement (within ten (10) working days following the Step 3 reply or following at least three (3) hours of mediation), naming three (3) possible sole arbitrators. Within five (5) working days thereafter, the other party may agree to one (1) of the arbitrators suggested above, or submit a list of three (3) possible sole arbitrators in return. If the parties are unable to agree on a sole arbitrator within two (2) weeks, either party may request the assistance of the Ontario Labour Relations Board.

If the matter has been to mediation and is referred to arbitration, the mediator may become the sole arbitrator, provided the parties agree.

The sole arbitrator shall not have the jurisdiction to amend, or add to, any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.

The decision of the arbitrator will be final and binding upon the parties.

The parties hereto will equally bear the fees and expenses of the sole arbitrator.

**ARTICLE 28 DISCIPLINE, SUSPENSION & DISCHARGE**

28.01 Whenever The Corporation deems it necessary to discipline an Employee, the following will apply:

- a) The Employee shall have the right to be accompanied by their staff representative. In the event that the Employee's local representative is not available, another Employee of their choice may accompany the Employee.
- b) Any discipline taken against an Employee without representation shall be null and void.
- c) In case of written discipline, a copy of the letter, shall be provided to the Union if the Employee so desires.
- d) In cases of suspension and/or discharge, a copy of the letter of reprimand will be provided to the Union within two working days.

28.02 If any Employee believes that they have been unjustly discharged, the matter may be taken up as an official grievance commencing at Step Three of the Grievance Procedure. Any such special grievance must be submitted in writing and lodged with The Corporation within five working days after the Employee received written documentation from The Corporation.

28.03 Grievances relating to discharge may be settled by confirming The Corporation's action in dismissing the Employee, or by re-instating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable.

28.04 Any record of discipline shall be removed from an employee's file after eighteen (18) months incident free of any disciplinary actions.

28.05 The record and/or personnel file of an Employee shall be available to each Employee, provided they make a request in writing to Human Resources. An employee shall have the right to request the presence of a Union Steward while viewing their file with Human Resources.

## **ARTICLE 29 TECHNOLOGICAL/ORGANIZATIONAL CHANGE**

29.01 The Employer may make adjustments in the number and assignment of its workers as a result of technological and organizational changes and make any such changes which are necessary to maintain efficient operations and optimal service to the public. In recognition of the impact that any such major changes may have upon workers and the concern of the parties regarding workers who may be affected, the following will apply:

- (a) The Employer undertakes to advise the Union as soon as they become aware, but at least three (3) months in advance of any such changes which the Employer has decided to introduce which will result in substantial and immediate changes in the employment status of workers.
- (b) The notice mentioned in the preceding clause shall be given in writing and shall contain pertinent data including:
  - i) the nature of the change;
  - ii) the approximate date on which the Employer proposes to effect the change;
  - iii) the approximate number, type and location of workers likely to be affected by the change;
  - iv) the effect the change may be expected to have on the workers working conditions and terms of employment.
- (c) The Employer agrees to discuss with the Union the effect of such changes on the employment status of such workers and to consider practical ways and means of minimizing the adverse effect on workers displaced by such changes. Such measures as early retirement, severance, retraining and transfers to other existing jobs will be considered.

Implementing any measures related to the technological and/or organizational change, it is understood and agreed to by all parties that the Employer shall first consider those employees as stated in the definitions section of the collective agreement:

- (i) Skill, ability, qualifications; and
- (ii) Seniority

Where the qualifications of factor (i) are relatively equal, then factor (ii) shall govern.

In the event the Employer should introduce significant technological and/or organizational changes requiring new or greater skills than are possessed by present workers, such workers shall, at the expense of the Employer, be given a period of time not to exceed six months to acquire the skills required by the new method of operations. To be eligible for the foregoing a worker shall be a worker who has completed one year of seniority or more and is full or part time as defined in the definition section of this agreement. Upon completion of the six month period, if the worker has not been able to acquire the skills necessitated by the change they may exercise their seniority in accordance with the terms of the Collective Agreement.

## **ARTICLE 30 HEALTH AND SAFETY**

30.01 The Employer and the Union will establish a joint Health and Safety Committee in accordance with the provision of the Occupational Health and Safety Act.

**ARTICLE 31 DURATION**


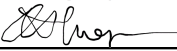

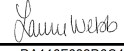

31.01 This agreement will be in effect from January 1, 2024 to December 31, 2026.






31.02 Notice of intent to amend this Agreement shall be given by either party to the other in writing within the Ninety (90) days prior to the expiry date and negotiations with respect hereto shall be scheduled within fifteen (15) days after filing notice to bargain for a new amended Collective Agreement.

Dated at Wyoming, ON this 14th day of November, 2024.

FOR THE COUNTY OF LAMBTON

FOR LiUNA Local 3000

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### SCHEDULE A

THE CORPORATION OF THE COUNTY OF LAMBTON  
HUMAN RESOURCES DEPARTMENT  
LiUNA 3000 Schedule A

LiUNA 3000

2024-2026

Position	Occupation Name	Jan 1, 2024 3.5%					Jan 1, 2025 3.5%					Jan 1, 2026 2.75%				
		1	2	3	4	5	1	2	3	4	5	1	2	3	4	5
L2114	Court Support Clerk Casual POA	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2129	Branch Assistant	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2131	Public Services Assistant - Adult	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2132	Public Services Assistant - Youth	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2133	Receipt/Visitor Engag. Clerk, LHM	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2134	Receipt/Visitor Engag. Clerk, OMC	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2135	Technical Services Clerk	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2136	Office Clerk	21.97	22.84	23.75	24.95	26.22	22.74	23.64	24.58	25.82	27.14	23.37	24.29	25.26	26.53	27.89
L2137	Heritage Museum Worker	23.31	24.24	25.20	26.46	27.77	24.13	25.09	26.08	27.39	28.74	24.79	25.78	26.80	28.14	29.53
L2138	Archives Assistant	23.31	24.24	25.20	26.46	27.77	24.13	25.09	26.08	27.39	28.74	24.79	25.78	26.80	28.14	29.53
L2139	Cataloguer/Clerk	23.31	24.24	25.20	26.46	27.77	24.13	25.09	26.08	27.39	28.74	24.79	25.78	26.80	28.14	29.53
L2159	Court Support Clerk POA	24.39	25.37	26.38	27.71	29.08	25.24	26.26	27.30	28.68	30.10	25.93	26.98	28.05	29.47	30.93
L2140	Technical Library Assistant	24.39	25.37	26.38	27.71	29.08	25.24	26.26	27.30	28.68	30.10	25.93	26.98	28.05	29.47	30.93
L3100	Ward Clerk (MGM)	24.39	25.37	26.38	27.71	29.08	25.24	26.26	27.30	28.68	30.10	25.93	26.98	28.05	29.47	30.93
L2142	Communications Officer	26.39	27.46	28.56	29.98	31.48	27.31	28.42	29.56	31.03	32.58	28.06	29.20	30.37	31.88	33.48
L2143	Marketing & Events Coordinator	26.39	27.46	28.56	29.98	31.48	27.31	28.42	29.56	31.03	32.58	28.06	29.20	30.37	31.88	33.48
L2144	Museum Collection Coord, LHM	27.63	28.74	29.89	31.38	32.96	28.60	29.75	30.94	32.48	34.11	29.39	30.57	31.79	33.37	35.05
L2145	Museum Collection Coord, OMC	27.63	28.74	29.89	31.38	32.96	28.60	29.75	30.94	32.48	34.11	29.39	30.57	31.79	33.37	35.05
L2146	Educational Prog Coord, OMC	27.63	28.74	29.89	31.38	32.96	28.60	29.75	30.94	32.48	34.11	29.39	30.57	31.79	33.37	35.05
L2147	Educational Prog Coord, LHM	27.63	28.74	29.89	31.38	32.96	28.60	29.75	30.94	32.48	34.11	29.39	30.57	31.79	33.37	35.05
L2148	Preparator & Facility Operations	27.63	28.74	29.89	31.38	32.96	28.60	29.75	30.94	32.48	34.11	29.39	30.57	31.79	33.37	35.05
L2155	Community Librarian	27.63	28.74	29.89	31.38	32.96	28.60	29.75	30.94	32.48	34.11	29.39	30.57	31.79	33.37	35.05
		28.84	29.98	31.19	32.75	34.38	29.85	31.03	32.28	33.90	35.58	30.67	31.88	33.17	34.83	36.56
L2149	Technical Librarian	30.06	31.25	32.51	34.12	35.84	31.11	32.34	33.65	35.31	37.09	31.97	33.23	34.58	36.28	38.11
		31.26	32.52	33.81	35.49	37.28	32.35	33.66	34.99	36.73	38.58	33.24	34.59	35.95	37.74	39.64



## SCHEDULE B

### Employee Categories:

FULL-TIME shall mean an Employee who performs the duties of a defined job description on a permanent basis and is regularly scheduled thirty-five (35) hours per week or seventy (70) hours over a bi-weekly period.

PART-TIME shall mean an Employee performing duties of a defined job description on a permanent basis who is regularly scheduled less than thirty five (35) hours per week.

VOLUNTEERS may be used to enhance the services provided by libraries, museums and other areas but they shall not be used to reduce the hours of work of Union Employees. It is recognized that volunteers are not part of the Union. All volunteer positions will be discussed at Labour Management.

CASUAL RELIEF employees mean an individual employed by the Employer to fill shifts on a call-in basis when no qualified part-time employees are available. Casual relief employees have no regularly scheduled hours of work. Casual Relief employees shall pay dues as per Article 2.03. Any complaint made by a casual relief employee relating to a provision of the collective agreement not specifically identified below shall not constitute a difference between the Employer and the Union and that matter shall not be arbitrable. Casual Relief employees will be paid at Step One of the classification on Schedule A of the work performed unless otherwise agreed to by the Union and the Employer. Every Casual Relief employee shall be granted a sum equal to four percent (4%) of their earnings, as vacation pay, which said sum shall be paid to them in a lump sum at the termination of their employment or at the end of the vacation year, as provided for in the Employment Standards Act. Casual Relief employees will not receive in lieu of benefits and entitlements unless expressly stated in this collective agreement. Casual Relief employees shall be entitled to articles 2.03, 4, 6, 8, 21 and 24.01.

Casual Relief employees shall not accumulate seniority unless hired into a permanent position unless otherwise agreed to by the Union and the Employer.

Casual relief employees must bid on two shifts per month and work a minimum of one shift every two months where work is available as required by the Employer.

In the event that any casual employees do not bid on two shifts per month and work one shift every two months, where work is available, employment with the Employer will cease.

If a part-time employee is awarded a casual position in the same job classification because of a job posting, then they will continue to be paid at the current wage they are at in Schedule A and do not progress further on the grid.

TEMPORARY employees shall be defined as work performed for a defined duration of work assignment. The Employer has the right to end the assignment as per the Employment Standards Act. Temporary employees shall pay dues as per Article 2.03. Any complaint made by a temporary employee relating to a provision of the collective agreement not specifically identified shall not constitute a difference between the Employer and the Union and that matter shall not be arbitrable. Temporary employees will be paid in accordance with the Schedule A for the classification of the work being performed. Temporary employees shall be granted a sum equal to four percent (4%) of their earnings, as vacation pay, which said sum shall be paid to them in a lump sum at the termination of their employment or at the end of the vacation year, as provided for in the Employment Standards Act. Temporary employees shall be entitled to articles 2.03, 4, 6, 8 and 21. Temporary employees shall not accumulate seniority unless hired into a permanent position, at which point the employee's seniority from their temporary position that has been accumulated will be transferred.

PAGE means those individuals employed by the Employer and registered as a full-time student at a recognized education institution or for people who have developmental disabilities and recognized through a community employment service to perform a defined task. It is recognized that Page employees are not part of the Union. The work performed by Page employees shall be in addition to employment planned for the period;

that is, it shall be incremental to the day-to-day work activities of the staff complement. The Employer agrees that utilizing these employees will not displace work performed by regular staff or those on lay-off.

STUDENT (Seasonal) means an employee hired for a defined term by the Employer and who is registered as a full-time student at a recognized education institution. It is recognized that Student (Seasonal) employees are not part of the Union. The work performed by Student (Seasonal) employees shall be in addition to employment planned for the period; that is it shall be incremental to the day-to-day work activities of the staff complement. The Employer agrees that utilizing these employees will not displace work- performed by regular staff or those on lay-off.

CONTRACT employee means an individual hired by the Employer under the terms and conditions of an offer letter with a specified start date and end date for the purposes of a government funding program.

It is agreed and understood between the parties that Student (Seasonal) and Contract employees may be hired under a government-assisted training and employment experience program, (for example, Social Services Employment Program [S.S.E.P.], Job Creation Program and Employment Insurance Act [Section 25]) or under a third-party funding program, for a specified term and tasks. Such individuals will be paid and work in accordance with the government program, and shall not be covered by the terms of the Agreement.

The work performed shall be in addition to employment planned for the period: that is, it shall be incremental to the day-to-day work activities of the staff complement. The Employer agrees that utilizing these programs will not displace work performed by regular staff or those on lay-off.

The Employer shall advise the Union of the terms and conditions of the position at the time of making the grant application, and shall advise the Union of all employees, at the time of hire, for the Contract position. It is recognized that Contract employees are not part of the Union.

INTERN/STUDENT PLACEMENTS are students working toward a diploma/degree who must complete in the field/on the job training and development as a requirement of graduation. These positions may or may not be paid placements. Interns/Student Placements will be hired for a specified work term, with specific duties and work outcomes and will be bound by the regulations/requirements of the program in which they are participating. It is recognized that Interns/Student placements are not part of the Union and shall not be covered by the terms of the Agreement.

The work performed shall be in addition to employment planned for the period; that is, it shall be incremental to the day-to-day work activities of the staff complement and an opportunity for the individual to practice and develop their skills. The Employer agrees that participating in such programs will not displace work performed by regular staff or those on lay-off. The Employer shall advise the Union of the terms and conditions of the position prior to the placement.

AWARDING OF EXTRA HOURS - When extra hours become available, the hours shall be made available in the electronic scheduling system and awarded to qualified Employees who have bid on the shifts in the following manner:

- To part-time Employees, in the job classification, in order of seniority.
- To the most senior employee in the job classification who can work the hours at straight time.
- To part-time employees in order of seniority who have expressed an interest in writing to work additional hours and who are employed in the department or who have worked in the department within the last six (6) months of the hours available.
- To Casual Relief Employees in the job classification.
- If the hours are still available after they have been offered to all qualified employees at straight time, they will be awarded to employees that possess the skills, ability, and qualifications in an overtime situation based on seniority.

Part-time and/or casual relief Employees who accept additional hours shall be paid the rate of pay of the job

title in which they perform the additional hours. For a higher rated job, the Employee will be paid at the step of the grid that results in an increase. For a lower rated job, the Employee will be paid at the same step of the grid in their current job title.

If there is less than 24 hours notice for filling a shift, the Employer will award the shift to the first available bargaining unit member within the job classification.

Employees who accept extra shifts should stay within the Employment Standards Act, 2000 guidelines.

LETTER OF UNDERSTANDING # 1

between

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

and

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

RE: Pay Equity

The Corporation of the County of Lambton endorses equal pay for equal work and will adhere to the Pay Equity Act as amended from time to time. The Corporation will also adhere to the signed Job Evaluation Memorandum of Settlement dated December 4, 2006.

Signed this 14th day of November, 2024.

FOR THE COUNTY OF LAMBTON

Signed by:  
*Louisa Furtado*  
68E6C8EA4E744D3...  
DocuSigned by:  
*[Signature]*  
7EB045985233423...  
Signed by:  
*[Signature]*  
E24B276989794A5...  
Signed by:  
*[Signature]*  
DA116F682D8C463...  
Signed by:  
*[Signature]*  
CB80BE6EB004F5...

FOR LiUNA Local 3000

Signed by:  
*[Signature]*  
391E1E48309A4C1...  
Signed by:  
*Megan Macdonell*  
5B2E7643D48848D...  
Signed by:  
*Andrew Maw*  
87C6DE3EE9C940C...  
Signed by:  
*Maxine Watson*  
ACDD10B8B9934F8...  
Signed by:  
*Mike Nshet*  
8EDD1DC97BDC48D...

LETTER OF UNDERSTANDING # 2

between

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Full Time paid lunch breaks

As a result of the transfer of the amalgamation of library services (in 1991) to the County of Lambton, some individuals were required to change their work location and the transition package included a paid lunch period.

The parties agree to continue the past practice of paying one half hour lunch for the following individuals while they are in their current position:

Suzie Doyle                      Cataloguer Technician  
Wendy Liffiton                 Technical Services Clerk

If an individual leaves their current position, they will revert to the provisions of the current collective agreement. However, if, as a result of the restructuring as is contemplated by the County of Lambton, the above two (2) Employees will maintain their benefit if they are displaced as per Article 24.

DATED this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by: [Signature]  
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FOR LiUNA Local 3000

Signed by: [Signature]  
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Signed by: [Signature]  
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Signed by: [Signature]  
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Signed by: [Signature]  
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Signed by: [Signature]  
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LETTER OF UNDERSTANDING # 3

between

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Philosophy of Full Time positions

The Corporation and the Union agree that it is in the best interests of both parties to have full time positions, wherever possible. Therefore whenever it is operationally feasible The Corporation will combine part time positions to create full time positions.

DATED this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by:  
*Longe Fuchs*  
68E6CBEA4E744D3...

DocuSigned by:  
*Alison*  
7EB045985233423...

Signed by:  
*Doreen Cloke*  
E24B276989794A5...

Signed by:  
*Danni Webb*  
DA116F682D6C463...

Signed by:  
*ML*  
CB80BE6EBD004F5...

FOR LiUNA Local 3000

Signed by:  
*Colleen McLean*  
391E1E48309A4C1...

Signed by:  
*Megan Macdonell*  
562E7643D48848D...

Signed by:  
*Andrew Maw*  
87C8DE3EE9C940C...

Signed by:  
*Maxine Watson*  
ACDD10BAB9934F8...

Signed by:  
*Mike Nsbit*  
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LETTER OF UNDERSTANDING # 4

between

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: LIUNA LOCAL 3000 Educational Fund

The Corporation agrees to pay \$850 per year to the LIUNA LOCAL 3000 Educational Fund for the sole purposes of educating the membership of the Union. The first installment will be within 60 days of ratification of the collective agreement with the Union. Subsequent payments will be made on January 1, 2024, January 1, 2025 and January 1, 2026.

DATED this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by: *Sonye Frutkins*  
68E6CBEA4E744D3...  
DocuSigned by:

*[Signature]*  
7EB045985233423...  
Signed by:

*Antonia Clote*  
E24B276989794A5...  
Signed by:

*Juanne Webb*  
DA116F682D8C463...  
Signed by:

*[Signature]*  
CB80BE8EBD004F5...

FOR LiUNA Local 3000

Signed by: *Colleen McLean*  
391E1E48309A4C1...  
Signed by:

*Megan Macdonell*  
5B2E7643D48848D...  
Signed by:

*Andrew Maw*  
87C8DE3EE9C940C...  
Signed by:

*Maxine Watson*  
ACDD10BAB9934F8...  
Signed by:

*Mike Nesbit*  
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LETTER OF UNDERSTANDING #5

between

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Red Circled Wages – Pay Equity Maintenance

As per the signed memorandum of settlement for Pay Equity Maintenance, "Employees whose current rate of pay exceeds the wage rate for their new classification shall be red circled. Red circling shall continue until the rate of pay for the classification the red circled Employee is in equals or exceeds the rate of pay for that classification."

Red circled Employees will be entitled to receive a lump sum payment equal to the negotiated increase until the Schedule A matches or exceeds their current salary. The payment will be divided into two – 50% in each of January and July. In 2007 the first payment will be made the second pay in July based on the hours worked in the previous six (6) months. In 2008 and 2009, the lump sum payments will be made the second pay in January and the second pay in July with the last payment being made the second pay in January 2010.

Calculation of the lump sum payments:

Current wage x number of hours worked in previous six (6) months x negotiated percentage increase

Example: A Full time Employee earns \$22.79/hour and worked 910 hours from Jan. 1/07 to June 30/07. The negotiated percentage increase for 2007 is 3.3%

$\$22.79 \times 910 \times 0.033 = \$684.38$  – to be paid out the second pay in July 2007.

NOTE: Where an Employee is entitled to a merit increase that places them on the grid, he/she shall receive their merit increase and a partial lump sum payment.

Example: Employee is at Step 4 (\$20.06/hr) and is entitled to a merit increase to Step 5 (\$20.10) effective March 14, 2007. This increase places the Employee on the grid. The difference between the two hourly rates is \$0.04 and the negotiated increase for 2007 is 3.3%. The Employee worked a total of 910 hours from Jan. 1/07 to June 30/07 and worked 555 hours from March 14/07 to June 30/07.

1. (Red-circled wage x the number of hours worked in the previous six (6) months x the negotiated percentage increase) minus (the number of hours worked from merit increase date to end of six (6) month period to x the difference between the red circled and the new wage rates).

$(\$20.06 \times 910 \times .033) - (555 \times \$0.04)$   
 $\$602.40 - \$22.20 = \$580.20$

The Employee would receive a partial lump sum payment of \$580.20 the second pay in July 2007.

2. The second lump sum payment would be calculated as follows:

(Red-circled wage x the number of hours worked in the previous (12) months x the negotiated percentage increase) minus (the number of hours worked from July 1 to Dec. 31/07 x the difference between the red-circled and new wage rates) minus the July 2007 payment.

$(\$20.06 \times 1820 \times .033) - (910 \times \$0.04) - \$580.20$   
 $\$1204.80 - \$36.40 - \$580.20 = \$588.20$



The Employee would receive a payment of \$588.20 the second pay in January 2008.

As the Employee is now on the wage grid, there would be no subsequent lump sum payments.

This is offered on a without precedent and prejudiced basis.

DATED this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

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FOR LiUNA Local 3000

Signed by: \_\_\_\_\_  
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Signed by: \_\_\_\_\_  
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Signed by: \_\_\_\_\_  
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Signed by: \_\_\_\_\_  
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LETTER OF UNDERSTANDING #6

BETWEEN

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: AD&D Insurance for P/T Employees

This is to clarify that Part Time LCEA Employees can participate in the Voluntary AD&D plan with the Employees paying 100% of the premiums.

DATED this 14th \_\_\_\_\_ day of November \_\_\_\_\_, 2024

FOR THE COUNTY OF LAMBTON

FOR LiUNA Local 3000

Signed by: *Sonya Frutkins*  
 68E6CBEA4E744D3...  
 DocuSigned by: \_\_\_\_\_  
*[Signature]*  
 7EB045985233423...  
 Signed by: \_\_\_\_\_  
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Signed by: \_\_\_\_\_  
*Colleen McLean*  
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 Signed by: \_\_\_\_\_  
*Megan Macdonell*  
 5B2E7643D4884BD...  
 Signed by: \_\_\_\_\_  
*Andrew Maw*  
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 Signed by: \_\_\_\_\_  
*Maxine Watson*  
 ACDD108AB9934F8...  
 Signed by: \_\_\_\_\_  
*Mike Nisbet*  
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LETTER OF UNDERSTANDING #7

BETWEEN

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LIUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: WARD CLERK

The Union and Employer agree the Ward Clerk position is a LiUNA bargaining unit position. Notwithstanding the No Contracting Out Article, it will not be a violation of the Collective Agreement for the Employer to use employees who are not members of the bargaining unit to perform backfill in the position.

Furthermore, the Parties agree that the incumbent in the Ward Clerk position may be used to perform backfill in non-bargaining unit positions within Marshall Gowland Manor and in doing so, it would not mean the work performed is LiUNA bargaining unit work.

Signed this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by: *Soupy Fruchoto*  
 68E6CBEA4E744D3...  
 DocuSigned by:

*[Signature]*  
 7EB045985233423...  
 Signed by:

*Darlene Loke*  
 E24B276989794A5...  
 Signed by:

*Laura Webb*  
 DA116F682D8C463...  
 Signed by:

*[Signature]*  
 CB80BE6EBD004F5...

FOR LIUNA Local 3000

Signed by: *Colleen McLean*  
 391E1E48309A4C1...  
 Signed by:

*Megan Macdonell*  
 5B2E7643D48848D...  
 Signed by:

*Andrew Maw*  
 87C6DE3EE9C940C...  
 Signed by:

*Maxine Watson*  
 ACDD10BAB9934F8...  
 Signed by:

*Mike Mshet*  
 8EDD1DC97BDC4BD...

LETTER OF UNDERSTANDING #8

BETWEEN

The Corporation of the County of Lambton  
(Hereinafter referred to as "The Corporation")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Individuals Employed by the County receiving Benefits post 65

It is agreed and understood between the parties that Employees eligible to group health and dental benefits under this Agreement and who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the collective agreement (including vision, paramedical, out of province).

Dental Coverage (cost sharing as described in the collective agreement)

OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.

Life Insurance and AD&D to a maximum benefit coverage of \$25,000 each. Employees will not be entitled to Long Term Disability benefits identified in Article 19.01 (b), or dependent life insurance identified in the SunLife Financial benefits booklet.

The employer agrees to extend the voluntary AD&D to all post 65 Employees subject to the terms and conditions of the insurer. The employer's only obligation is the remittance of premiums for said plans.

Eligibility for benefits extended to Employees age 65 and above under this letter shall cease upon the Employee reaching age 70.

Signed this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by:  
*Louise Frithick*  
68E6C5E7A4E744D3...

Signed by:  
*[Signature]*  
7EB04388233423...

Signed by:  
*Darlene Lohr*  
E248276889794A3...

Signed by:  
*Janni Webb*  
9A116F882B8C468...

Signed by:  
*[Signature]*  
CB808E8E8004F5...

FOR LiUNA Local 3000

Signed by:  
*Colleen McLean*  
381E1E48309A4C1...

Signed by:  
*Megan Macdonell*  
3B2E7043D8888D...

Signed by:  
*Andrew Maw*  
27C8D5E8E9C940C...

Signed by:  
*Maxine Watson*  
ACDD108A89934F8...

Signed by:  
*Mike Mshet*  
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LETTER OF UNDERSTANDING #9

BETWEEN

The Corporation of the County of Lambton  
(hereinafter referred to as the "County")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Call-Ins

The County understands the Union's wishes to create opportunities for its part-time members over the use of casual Employees.

To this end, for the purposes of the Call-Ins and Extra Hours provisions of the collective agreement the County agrees to seek expressions of interest from the Union's part-time members interested in working additional hours that may become available in other job classifications. The employer will recruit part-time members from the pool of applicants responding to the expression of interest and maintain a list of those Employees selected by the employer. Selected Employees shall be entitled to be offered available additional hours of work under the Call-Ins and Extra Hours procedures prior to the employer offering such hours to casual relief Employees.

Signed this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by:  
*Louisa Furtado*  
68E6CBEA4E744D3...  
DocuSigned by:  
*[Signature]*  
7EB045985233423...  
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FOR LiUNA Local 3000

Signed by:  
*Colleen McLean*  
381E1E48309A4C1...  
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*Megan Macdonell*  
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*Andrew Maw*  
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*Maxine Watson*  
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Signed by:  
*Mike Mshet*  
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LETTER OF UNDERSTANDING #10

BETWEEN

The Corporation of the County of Lambton  
(hereinafter referred to as the "County")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Regular Day Off (RDO)

Permanent full-time Employees participate in The Corporation's Regular Day Off (RDO) program, under which they are entitled to an extra day off, with pay, once every three (3) weeks. The scheduling of RDOs is subject to the needs of the Employee's department and mutual agreement between department Manager and Employee. While participation in the RDO program is not tracked by The Corporation's payroll system, nor recorded on timesheets, it is subject to the following terms and conditions:

1. Hours of work remain unchanged, but time for lunch is reduced to 30 minutes.
2. RDOS cannot be accumulated/banked. If unable to take an RDO when scheduled, it is to be taken as soon as possible within the following three (3) weeks. If this is not possible, then the RDO is lost.
3. Should an RDO coincide with an approved vacation or other paid leave, it shall be taken as scheduled and not be rescheduled.
4. Should an RDO coincide with a statutory holiday, it shall be rescheduled as per paragraph 2 above.
5. When an Employee returns from a vacation, statutory holiday or any other paid leave, they are entitled to take their next scheduled RDO.

Signed this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by: *Sonyia Furtado*  
68E6CBEA4E744D3...  
DocuSigned by: *Sonyia Furtado*  
7EB045985233423...  
Signed by: *Andreea Cloke*  
E24B276989794A5...  
Signed by: *Janice Webb*  
DA116F682D8C463...  
Signed by: *Mike*  
CB80BE6EBD004F5...

FOR LiUNA Local 3000

Signed by: *Colleen McLean*  
391E1E48309A4C1...  
Signed by: *Megan Macdonell*  
5B2E7643D48848D...  
Signed by: *Andrew Maw*  
87C8DE3EE9C940C...  
Signed by: *Maxine Watson*  
ACDD10BAB9934F8...  
Signed by: *Mike Nisbet*  
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LETTER OF UNDERSTANDING #11

BETWEEN

The Corporation of the County of Lambton  
(hereinafter referred to as the "County")

And

LiUNA Local 3000  
(Hereinafter referred to as "the Union")

Re: Domestic Violence

The parties hereby recognize and share the concern that people face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A person who is in an abusive or violent personal or domestic situation without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. The statement of intent is subject to a standard of good faith on the part of the employer, the Union and the affected Employees and will not be utilized by the Union or the Employees to subvert the application of otherwise appropriate disciplinary measures.

Signed this 14th day of November, 2024

FOR THE COUNTY OF LAMBTON

Signed by:  
*Sonya Furtado*  
88E6CBEA4E744D3...  
DocuSigned by:  
*Sonya Furtado*  
7EB045985233423...  
Signed by:  
*Darlene Cloke*  
E24B276989794A5...  
Signed by:  
*Janice Webb*  
DA118F882D6C463...  
Signed by:  
*Mike*  
CB80BE6EBD004F5...

FOR LiUNA Local 3000

Signed by:  
*Colleen McLean*  
391E1E48309A4C1...  
Signed by:  
*Megan Macdonell*  
5B2E7643D48848D...  
Signed by:  
*Andrew Maw*  
87C6DE3EE9C940C...  
Signed by:  
*Maxine Watson*  
ACDD10B9934F8...  
Signed by:  
*Mike Nsbet*  
8EDD1DC97BDC4BD...