

Agenda - Essex County Council, Regular Meeting

Date: Wednesday, August 6, 2025
Time: Closed Meeting 5:00PM, Regular Meeting 6:00PM
Location: Council Chambers, 2nd Floor
360 Fairview Avenue West
Essex, Ontario N8M 1Y6
<https://video.isilive.ca/countyofessex/live.html>

Accessible formats or communication supports are available upon request. Contact Clerk's Office, clerks@countyofessex.ca, 519-776-6441 extension 1353

Pages

1. Closed Meeting

A Closed Meeting has been scheduled for 5:00PM.

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

We acknowledge the land on which the County of Essex is located is the traditional territory of the Three Fires Confederacy of First Nations, comprised of the Ojibway, Odawa and Potawatomie Peoples.

We specifically recognize Caldwell First Nation and other First Nations which have provided significant historical and contemporary contributions to this region.

We also value the contributions of all Original Peoples of Turtle Island, who have been living and working on this land from time immemorial.

5. Recording of Attendance

6. County Warden's Welcome and Remarks

7. Disclosure of Pecuniary Interest

8. Adoption of Regular Meeting Minutes

Minutes of the Essex County Council, Regular Meeting dated July 18, 2025

Recommendation:

Moved by _____

Seconded by _____

That the minutes of the July 18, 2025 Regular Meeting of Essex County Council be adopted as presented.

9. Delegations and Presentations

9.1 Windsor Essex Regional Chamber of Commerce (WERCC)

19

Ryan Donally, CEO, to provide a presentation to Council regarding an overview of the WERCC services and a recap of 2024-2025.

10. Communications

10.1 Correspondence

Recommendation:

Moved by _____

Seconded by _____

That the correspondence listed on the Regular Agenda for August 6, 2025, be received and any noted action approved.

10.1.1 Association of Municipalities of Ontario (AMO)

- [AMO Watchfile Newsletter](#)
- [AMO Policy Update - Bill 9 OPP Billing Review, Waste Management and OMA Consultations at the AMO Conference](#)
- [AMO Calendar - Education Events](#)
- [AMO Conference Program](#)

10.1.2 County of Essex News, Notices and Announcements

County of Essex - [News, Notices and Announcements](#)

- [Subscribe Here](#)

10.1.3 Essex-Windsor Solid Waste Authority (EWSWA) 34

July 15, 2025 Correspondence from Michelle Bishop,
General Manager, EWSWA, RE Resolution of EWSWA
Board – Green Bin Program Promotion and Education &
Green Bin Program
Campaign 3 Summary: The Green Bins Are Coming!

10.1.4 Windsor Essex County Health Unit

- Windsor Essex Community Opioid and Substance Strategy Annual Report 2024

10.1.5 Tourism Windsor Essex Pelee Island (TWEPI)

- Caldwell First Nation - First Annual PowWow - August 9 and 10, 2025 - More information on the Caldwell Website
- What's Happening in Windsor Essex: EPIC Afternoons, Summer Nights and More!

10.2 Resolutions

There are no resolutions for consideration for August 6, 2025

11. Consent Agenda

Recommendation:

Moved by _____

Seconded by _____

That the recommendations in the Administrative Reports listed as items 11.1 and 11.2 on the Consent Agenda for August 6, 2025, be approved and further that the minutes listed as item 11.3 on the said Consent Agenda be received.

11.1 Summary of Outstanding Reports - August 6, 2025 42

Report number 2025-0806-LLS-R36-KH, Summary of Outstanding Reports, dated August 6, 2025, from Katherine Hebert, County Clerk

11.2 Financial Projected Results of Operations 2025 46

Report number 2025-0806-FIN-R20-MR, Financial Projected Results of Operations 2025, dated August 6, 2025, from Melissa Ryan, Director, Financial Services/Treasurer

11.3	Essex-Windsor Solid Waste Authority (EWSWA)	50
	Minutes of the Essex-Windsor Solid Waste Authority Regular Board Meeting, dated June 3, 2025	

12. Reports and Questions

12.1	2025 Update to Roadway Expansion Funding Model	58
	Report number 2025-0806-FIN-R22-MR, 2025 Update to Roadway Expansion Funding Model, dated August 6, 2025, from Melissa Ryan, Director, Financial Services/Treasurer	

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2025-0806-FIN-R22-MR, 2025 Update to Roadway Expansion Funding Model as information.

12.2	Proposed Funding Model for Essex Windsor EMS Master Plan Implementation	65
	Report number 2025-0806-FIN-R23-MR, Proposed Funding Model for Essex Windsor EMS Master Plan Implementation, dated August 6, 2025 from Melissa Ryan, Director, Financial Services/Treasurer	

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2025-0806-FIN-R23-MR, Proposed Funding Model for Essex Windsor EMS Master Plan Implementation as information.

12.3	County Development Charges Initiative Update and Summary of Public Feedback	73
	Report number 2025-0806-FIN-R21-MR, County Development Charges Initiative Update and Summary of Public Feedback, dated August 6, 2025, from Melissa Ryan, Director, Financial Services/Treasurer	

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive approve report number 2025-0806-FIN-R21-MR, County Development Charges Initiative Update and Summary of Public Feedback as information and

THAT County Council Provide guidance on priorities for the draft Development Charges By-law, including potential exemptions, phased implementation and affordable housing considerations.

12.4 Tax Deferral Program Discussion

105

Report number 2025-0806-FIN-R24-MR, Tax Deferral Program Discussion, dated August 6, 2025 from Melissa Ryan, Director, Financial Services/Treasurer

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2025-0806-FIN-R24-MR, Tax Deferral Program Discussion as information and that no further action be taken regarding a municipal property tax deferral program at this time.

12.5 Ratification of CUPE 860 and ONA Collective Agreements

115

Report number 2025-0806-HR-R08-KP, Ratification of CUPE 860 and ONA Collective Agreements, dated August 6, 2025 from Kyla Pritiko, Director, Human Resources

Recommendation:

Moved by _____

Seconded by _____

That Essex County Council receive report number 2025-0806-HR-R08-KP, Ratification of CUPE 860 and ONA Collective Agreements as information; and, that the Warden and Clerk be authorized to execute the associated by-laws at the appropriate time.

13. Unfinished Business

14. New Business

14.1 Public Reporting of Closed Meeting

15. Adoption of By-Laws

Recommendation:

Moved by _____

Seconded by _____

That By-laws 2025-31 through 2025-33 be given three readings, and having been read a first, second and third time, be finally passed and enacted.

15.1 By-law Number 2025-31 118

Being a By-law to Authorize the Execution of a Collective Agreement between CUPE Local 860 (Sun Parlor Home Workers) and the Corporation of the County of Essex

15.2 By-law Number 2025-32 193

Being a By-law to Authorize the Execution of a Collective Agreement between the Ontario Nurses Association (ONA) Local 8 and the Corporation of the County of Essex

15.3 By-law Number 2025-33 195

Being a By-law to Confirm the Proceedings of the Council of the Corporation of the County of Essex for the Regular and Closed Meetings held August 6, 2025

16. Notice of Motion

17. Adjournment

Recommendation:

Moved by _____

Seconded by _____

That the Essex County Council meeting for August 6, 2025 be adjourned at [Time] PM.



Essex County Council, Regular Meeting Minutes

Wednesday, July 16, 2025

6:00 PM

Council Chambers, 2nd Floor

360 Fairview Avenue West

Essex, Ontario N8M 1Y6

<https://video.isilive.ca/countyofessex/live.html>

Council: Michael Akpata, Councillor
Joe Bachetti, Deputy Warden
Tracey Bailey, Councillor
Sherry Bondy, Councillor
Kimberly DeYong, Councillor
Chris Gibb, Councillor
Hilda MacDonald, Warden
Gary McNamara, Councillor
Michael Prue, Councillor
Dennis Rogers, Councillor
Rob Shepley, Councillor
Larry Verbeke, Councillor
Kirk Walstedt, Councillor

Absent: Crystal Meloche, Councillor

Administration: Katherine Hebert, County Clerk
Justin Lammers, Chief, Essex-Windsor EMS
Darrel Laurendeau, Director, Information Technology
Don McArthur, Manager, Communication and
Organizational Development
Kyla Pritiko, Director, Human Resources
Melissa Ryan, Director, Financial Services / Treasurer
David Sundin, Director, Legislative and Legal Services /
County Solicitor
Crystal Sylvestre, Manager, Records and Accessibility /
Deputy Clerk
Sandra Zwiers, Chief Administrative Officer
Rebecca Belanger, Manager, Planning Services

2025-07-16 Essex County Council, Regular Meeting - Minutes

1. Closed Meeting

A Closed Meeting was held at 4:30 PM on July 18, 2025.

195-2025

Moved By Chris Gibb

Seconded By Tracey Bailey

That Essex County Council proceed into a Closed Meeting pursuant to Section 239 (2) (b), (c), (e), (f) and (k) of the Municipal Act, 2001, as amended for the following reasons:

(b) personal matters about an identifiable individual, including municipal or local board employees;

(c) a proposed or pending acquisition or disposition of land by the municipality or local board;

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

Carried

203-2025

Moved By Michael Prue

Seconded By Chris Gibb

That Essex County Council adjourn and rise from the Closed Meeting of Essex County Council for July 16, 2025 at 5:07 PM.

Carried

2. Moment of Reflection

3. Singing of 'O Canada'

4. Land Acknowledgement Statement

We acknowledge the land on which the County of Essex is located is the traditional territory of the Three Fires Confederacy of First Nations, comprised of the Ojibway, Odawa and Potawatomie Peoples.

2025-07-16 Essex County Council, Regular Meeting - Minutes

We specifically recognize Caldwell First Nation and other First Nations which have provided significant historical and contemporary contributions to this region.

We also value the contributions of all Original Peoples of Turtle Island, who have been living and working on this land from time immemorial.

5. Recording of Attendance

Warden MacDonald and members of Council attended the meeting at the County of Essex Administration Building, Council Chambers.

Crystal Meloche was absent.

6. County Warden's Welcome and Remarks

Warden MacDonald announced that July 16, 2025 marked the 233rd anniversary of the proclamation that divided Upper Canada into 19 counties, including the County of Essex.

The Warden congratulated the Essex-Windsor Solid Waste Authority (EWSWA) on the launch of the Green Bin program. This program would distribute nearly 120,000 green bins to homes in Essex, Lakeshore, LaSalle, Tecumseh and Windsor. Green bins would roll out to other local municipalities in 2026. This new initiative would promote a greener, more sustainable future and result in less waste being trucked to the regional landfill thereby preserving its life.

The Essex County Library was commended for their efforts towards an internal fundraiser that purchased hundreds of personal care items to benefit the less fortunate in Essex County. The items were being distributed to Residential Services Homes across the County.

The Warden applauded the Residential Services Homes team on their efforts to activate an overnight program at the Essex County Homelessness Hub in Leamington. This program would provide comfort to those in the region who need it most.

Finally, the Warden welcomed Natasha Sheeler to the County of Essex as the new Administrator of Sun Parlor Home and Director of Community Services.

7. Disclosure of Pecuniary Interest

There were no disclosures of pecuniary interest raised.

8. Adoption of Regular Meeting Minutes

204-2025

Moved By Rob Shepley

Seconded By Sherry Bondy

That the minutes of the June 18, 2025 Regular Meeting of Essex County Council be adopted as presented.

Carried

9. Delegations and Presentations

9.1. Land Leased Rent Increases at Hidden Creek Condominiums Against the Landlord Tenant Act

Reg Major, Town of Essex (McGregor) resident, to make a presentation regarding Land Leased Rent Increases at Hidden Creek Condominiums Against the Landlord Tenant Act, and in relation to Correspondence Item 10.1.3 Town of Essex Letters dated June 23, 2025 and June 27, 2024

Reg Major provided a verbal presentation, indicating that he is now aware that the matter at hand is not within the County's jurisdiction, and will take the time allocated to discuss affordable housing in relation to land leased communities. It was noted that the County's Strategic Plan does hold as one of its Values to 'Champion' with enthusiastic advocacy for County interests. Land Leased Communities are no longer affordable, and something needs to be done to bring costs back down to affordable levels. It was further noted that Anthony Leardi, MPP Essex, delivered a letter to residents, which outlined some options for residents to find resolutions to their complaints.

10. Communications

10.1. Correspondence

Councillor Bondy wished to speak with regard to the correspondence items listed under 10.1.3. It was noted by the member that residents of these communities need help to advocate for change, and that realtors need to be aware of the rules surrounding the assignment of tenancy when there is a sale of a property of this type.

205-2025

Moved By Larry Verbeke

Seconded By Dennis Rogers

2025-07-16 Essex County Council, Regular Meeting - Minutes

That the correspondence listed on the Regular Agenda for July 16, 2025, be received and any noted action approved.

Carried

10.1.1 Association of Municipalities of Ontario (AMO)

- [AMO Watchfile Newsletter](#)
- [AMO Calendar - Education Events](#)

10.1.2 Great Lakes and St. Lawrence Cities Initiative (GLSLCI)

- SAVE THE DATE: GLSLCI 2025 Ontario Regional Meeting: Tuesday, November 13, 2025, Oakville, ON
- Making Waves Newsletter

10.1.3 Town of Essex

- Correspondence from Town of Essex Mayor, Sherry Bondy to Sandra Zwiers, CAO County of Essex RE Rental Rates in Land Leased Communities dated June 23, 2025
- Correspondence from Town of Essex to Province RE Rental Rates in Land Leased Communities dated June 27, 2024

10.1.3.1 Anthony Leardi, Member, Provincial Parliament

July 15, 2025 - Email and Correspondence from Anthony Leardi, Member, Provincial Parliament RE Land Lease Communities

10.1.4 Tourism Windsor Essex County Pelee Island (TWEPI)

W.E. Keep You Informed:

- [AGM Recap, TIAO Awards of Excellence, & MUCH MORE!](#)
- [Gordon Orr Announcement](#)

10.1.5 Windsor Essex Chamber of Commerce (WERCC)

[The Latest News and Updates](#)

10.1.6 Windsor Essex Community Housing Corporation (WECHC)

2024 Annual Report

10.1.7 Invest Windsor Essex

[News Release - Gordon Orr announced as Chief Executive Officer](#)

10.1.8 Western Ontario Wardens' Caucus (WOWC)

Newsletter

- [June 2025](#)

10.2. Resolutions

There were no resolutions for consideration for July 16, 2025

11. Consent Agenda

Michael Akpata, Councillor left the meeting at 6:27 pm.

Rob Shepley, Councillor left the meeting at 6:27 pm.

206-2025

Moved By Gary McNamara

Seconded By Joe Bachetti

That the recommendations in the Administrative Reports listed as items 11.2 through 11.4, on the Consent Agenda for July 16, 2025, be approved and further that the minutes listed as item 11.1 on the said Consent Agenda be received.

In Favour (11): Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Michael Prue, Dennis Rogers, Larry Verbeke, and Kirk Walstedt

Carried

11.1. Essex County Library Board (ECL)

Essex County Library Board Regular Meeting Minutes of April 30, 2025

11.2. Summary of Outstanding Reports for July 16, 2025

Report number 2025-0716-LLS-R34-KH, Summary of Outstanding Reports, dated July 16, 2025 from Katherine Hebert, County Clerk

11.3. Q2 2025 - Quarterly Procurement Report

Report number 2025-0716-FIN-R19-SP, Q2 2025 - Quarterly Procurement Report, dated July 16, 2025 from Sandy Pillon, Manager, Procurement and Compliance

2025-07-16 Essex County Council, Regular Meeting - Minutes

Michael Akpata, Councillor joined the meeting at 6:30 pm.

Rob Shepley, Councillor joined the meeting at 6:32 pm.

12. Reports and Questions

12.1. Windsor to Lakeshore Transmission Project – ERO Submission

Report number 2025-0716-CAO-R05-SZ, Windsor to Lakeshore Transmission Project – ERO Submission, dated July 16, 2025 from Sandra Zwiers, Chief Administrative Officer

Sandra Zwiers provided a summary of the Windsor to Lakeshore Transmission Project and noted the importance of collaboration throughout the process.

Members of Council thanked the CAO for the County's proactive involvement, communication and initiative with this project, in support of advancing the economic interests of the region.

207-2025

Moved By Gary McNamara

Seconded By Tracey Bailey

That Essex County Council receive report number 2025-0716-CAO-R05-SZ, Windsor to Lakeshore Transmission Project – ERO Submission as information and direct administration to prepare a letter of support and submit it to the Environmental Registry of Ontario on behalf of the County of Essex.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

12.2. Update to Key Financial Governance Policies

Report number 2025-0716-FIN-R16-MR, Update to Key Financial Governance Policies, dated July 16, 2025 from Melissa Ryan, Director, Financial Services/County Treasurer

Melissa Ryan provided a detailed summary with regard to the changes incorporated into the three financial policies included for review. It was noted that the updates related primarily to modernizing language, updating procedures to align with best

2025-07-16 Essex County Council, Regular Meeting - Minutes

practice, and amending the procedures where needed to reflect operational practices.

208-2025

Moved By Chris Gibb

Seconded By Michael Prue

That Essex County Council receive report number 2025-0716-FIN-R16-MR, Update to Key Financial Governance Policies; and

That Council approve the Capital Financing and Debt Policy, as attached in Appendix A; and

That Council approve the Investment Policy, as attached in Appendix B; and

That Council approve the updated Commodity Price Hedging Policy, attached as Appendix C.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

12.3.2025 Canada Community Building Fund (CCBF) Allocation

Report number 2025-0716-FIN-R17-MR, 2025 Canada Community Building Fund (CCBF) Allocation, dated July 16, 2025 from Melissa Ryan, Director, Financial Services/County Treasurer

Melissa Ryan provided an overview of the annual CCBF allocation. The allocation method, based on Census data, will continue, and funds will be distributed by the County, with 80 percent of the total amount being split among the seven lower tiers, and 20 percent being retained by the County.

209-2025

Moved By Gary McNamara

Seconded By Rob Shepley

That Essex County Council approve report number 2025-0716-FIN-R17-MR, 2025 Canada Community Building Fund (CCBF) Allocation and accompanying By-law.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary

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McNamara, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

12.4.Planning Services Division Annual Report 2024

Report number 2025-0716-IPS-R15-RB, Planning Services Division Annual Report 2024, dated July 16, 2025 from Rebecca Belanger, Manager, Planning Services

Rebecca Belanger recounted the details of the activities of the Planning Services Division. There are several completed approvals for the period, with several others in progress. Further, County Planning has provided comments with regard to initiatives related to the County's Strategic Plan and actively worked toward the recently approved County Official Plan.

County Planning continues to work toward improved service delivery by consulting with the Essex County Home Builders Association, and is further implementing *Cloud Permit*, which will streamline the application and approval process for subdivisions and condominiums County-wide. This implementation alone, has improved regional collaboration and communication practices considerably. It was noted that services in relation to environmental impact assessments, broad services such as long-range planning, general planning applications, and special projects, consultations and inquiries, are all managed concurrently.

210-2025

Moved By Larry Verbeke

Seconded By Kimberly DeYong

That Essex County Council receive report number 2025-0716-IPS-R15-RB, Planning Services Division Annual Report 2024 for information.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

13. Unfinished Business

There were no matters of unfinished business for July 16, 2025.

14. New Business

14.1. Public Reporting of Closed Meeting

Essex County Council met in a Closed Meeting at 4:30PM today, pursuant to Section 239 (2) (b), (c), (e), (f) and (k) of the Municipal Act, 2001, as amended for the following reasons:

(b) personal matters about an identifiable individual, including municipal or local board employees;

(c) a proposed or pending acquisition or disposition of land by the municipality or local board;

(e) litigation or potential litigation, including matters before administrative tribunals, affecting the municipality or local board;

(f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose; and

(k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

- As permitted, and pursuant to Section 239 (2) (b), (e), and (f) of the Municipal Act, 2001, Council received information related to report number 2025-0716-EMS-R05-JL, EMS Response Briefing – June 22, 2025.
- Council further considered report number 2025-0716-FIN-R18-MR, Insurance Update, under the Open Meetings exception Section 239 (2) (b) and (f), where they received the Report as information.
- Council then, as permitted, and pursuant to Section 239 (2)(e), (f), and (k) of the Municipal Act, 2001, received information related to report number 2025-0716-LLS-R31-DMS – Settlement of Claim, Relate to Land Acquisition. Council provided Administration with direction and instruction related to settlement of an outstanding claim.
- Subsequently, and pursuant to Section 239 (2)(f) and (k) of the Municipal Act, 2001, Council received information related to Report Number 2025-0716-LLS-R32-DMS – Negotiation of Cost Sharing Agreement. As a result of discussions and deliberations, the following recommendation was before Council:

2025-07-16 Essex County Council, Regular Meeting - Minutes

211-2025

Moved By Rob Shepley

Seconded By Gary McNamara

That Essex County Council authorizes the Warden and the Clerk to execute a Cost Sharing Agreement in substantially the same form as appended to Report Number 2025-0716-LLS-R32-DMS, and further authorizes the Warden and the Clerk to execute such further and other agreements as may be required to give effect to the said Cost Sharing Agreement.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

- Finally, pursuant to Section 239 (2) (c) and (f) of the Municipal Act, 2001, Council received information related to report number 2025-0716-LLS-DMS-R35, Potential Property Acquisition. Council provided administration with direction and instruction to continue to attempt to negotiate the purchase of a certain piece of property, and to report back to Council regarding same.

15. Adoption of By-Laws

212-2025

Moved By Chris Gibb

Seconded By Michael Prue

That By-laws 2025-29 and 2025-30 be given three readings, and having been read a first, second and third time, be finally passed and enacted.

In Favour (13): Michael Akpata, Joe Bachetti, Tracey Bailey, Sherry Bondy, Kimberly DeYong, Chris Gibb, Hilda MacDonald, Gary McNamara, Michael Prue, Dennis Rogers, Rob Shepley, Larry Verbeke, and Kirk Walstedt

Carried

15.1.By-law Number 2025-29

Being a By-law to Authorize the Allocation of Funds to the Lower Tier Municipalities in the County of Essex, being the Towns of Amherstburg, Essex, Kingsville, LaSalle, Tecumseh and the Municipalities of Lakeshore and Leamington, in Accordance with

Section 5.3 of the Agreement with the Association of Municipalities
of Ontario, Canada Community-Building Fund

15.2.By-law Number 2025-30

Being a By-law to confirm the proceedings of the Council of of the
Corporation of the County of Essex, Regular and Closed Meetings,
held on July 16, 2025.

16. Notice of Motion

There were no Notices of Motion brought forward on July 16, 2025.

17. Adjournment

213-2025

Moved By Rob Shepley

Seconded By Gary McNamara

That the Essex County Council meeting for July 16, 2025 be adjourned at
6:51 PM.

Carried

Hilda MacDonald,
Warden, County of Essex

Katherine Hebert,
County Clerk

Date Signed



Windsor Essex Chamber of Commerce





Empowering Windsor-Essex Businesses to Thrive

As the voice of business for our community, The Windsor Essex Regional Chamber of Commerce is committed to helping businesses succeed through growth, savings, operational efficiency and advocacy at all levels of the government.

Mission

The key connector and advocate for the long-term business success of our members.

Vision

Recognized champion of a thriving business Community built on innovation and partnerships.



Membership Tiers



Business Builder

- Entry level tier
- Access to savings programs
- Member pricing at events



Pillar

- Invitation to exclusive Chamber events
- VIP seating (when available)
- Promotion in Business Briefs magazine



Connector

- Promotion opportunities
- Enhanced Directory listing
- Access to Member Spotlights



Gold Circle

- By invite only
- Logo on website homepage
- Exclusive VIP reception invites



Community Builder

- Enhanced promotional opportunities
- Multiple category listings in directory
- Basic entry to policy events



3 Pillars of Member Benefits



Savings

Exclusive Member Discounts

Our members have access to Member Benefits such as Affinity Programs, Member to Member deals, and networking events



Networking

Networking Opportunities

The Chamber offers a range of exclusive networking events to foster strong business connections



Advocacy

Policy & Advocacy

We advocate on behalf of our members to all levels of government, ensuring a business-friendly environment in Windsor-Essex



Funding

Privately Funded

- The Chamber of Commerce is a private non-for-profit organization
- Funding is generated through membership dues, event sponsors, and affinity partners
- Occasional job grants to support staffing



Membership
Dues



Events



Affinity
Partnerships



Sponsors



Annual Review

July 2024 – June 2025





Advocacy Efforts

- Federal & Provincial Budget Commentary
- Municipal commentary (occasional)
- January 2025 – Provincial Election Fireside Chat
- April 2025 – Federal Election Debate
- Economic Trade Taskforce
- OCC & CCC Policy Resolutions
- May 2025 – Policy Day – Ontario Chamber of Commerce
- Additional opportunities to represent the voice of members and businesses





Political Roundtables & Events



- Aug. 2024 – MPP Lisa Gretzky
- Sep. 2024 – Minister McCarthy, Associate Minister Oosterhoff
- Dec. 2024 – Minister Piccini, Cassidy, Dowie, Leardi
- Feb. 2025 – MP Lewis – Tour of VistaPrint
- Apr. 2025 – Head Consul of Mexico Rodrigo Baez
- Jun. 2025 – Minister Lecce – Energy and Mines – Media Conference
- Jun. 2025 – Minister Quinn – Trades Education
- Jun. 2025 – MPP Dowie
- Jun. 2025 – MPP Leardi



Membership

Business Builder

350 Members (51%)

Community Builder

47 Members (7%)

Gold Circle

16 Members (2%)

Connector

159 Members (23%)

Pillar

14 Members (2%)

Branch (9%)

Group Insurance (6%)

Affinity Partners





Membership

Current Members **755 Active**
New Members **105**
Dropped Members **70**

Retention Rate **90.3%**
Churn Rate **9.7%**
Net Growth Rate **4.9%**





Grand Openings

Jul 2024 – Noble Oak (Digital)

Jul 2024 – Supply Depot

Jul 2024 – Up Town Physio

Sep 2024 – WE Build a Dream

Sep 2024 – What's Poppin' Factory

Nov 2024 – Hyatt Place

Nov 2024 – WECHC

Jan 2025 – Century 21

May 2025 – Logic Executive Search

May 2025 – Dufour Dental Hygiene

May 2025 – Ambassador Fitness, 2nd Anniversary



13,368 Followers (+1,795 ↑ 16%)

3,333 Posts (-35 ↓ 1%)

753,923 Views (+368,716 ↑ 96%)

43,812 Engagements (+18,775 ↑ 75%)

Marketing Stats

E-Blast/Newsletter Opens

- 72,725 total opens
- 9,096 clicks

57 Sent (↑ +5.8% compared to last year)

33.6% Open Rate (↓ -12.7% compared to last year)

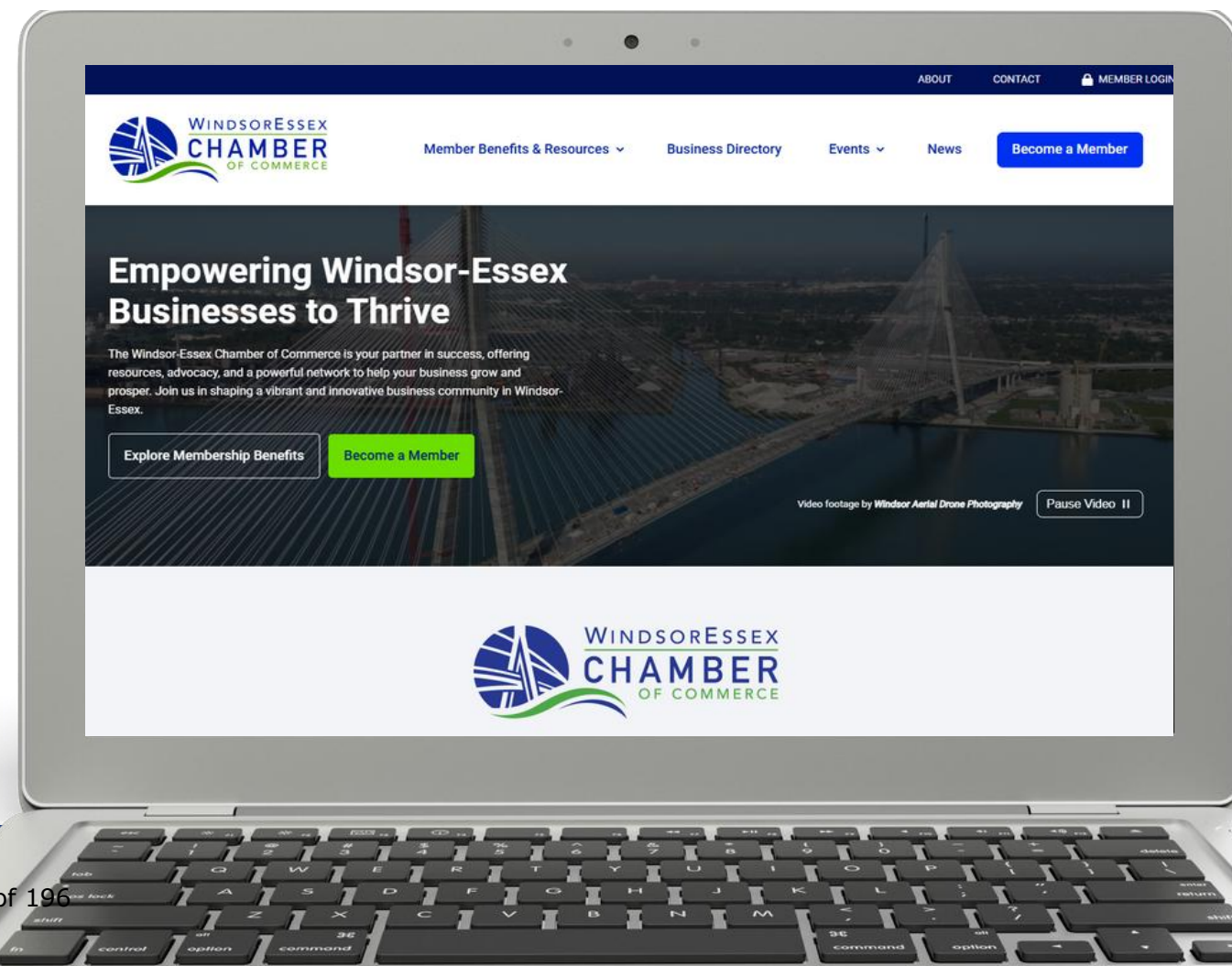
4.2% Click Rate (↓ -23.3% compared to last year)

Office Hero – 139 Applications

Member of the Month – 108 Applications

Small Business Campaign

- 65,244 Impressions (8.6% of yearly total)
- 3,828 Engagements (8.7% of yearly total)





Media Hits

92 Media Hits

Featured in the Following:

- BBC
- BNN Bloomberg (live)
- CBS Evening News
- Globe and Mail
- Fox News
- Financial Times
- Maclean's
- NZZ (Germany)
- TV1 (France)





Events

Wake Up Windsor

Oct 2024 – College Boreal Windsor
Dec 2024 – Willistead Manor Windsor
Feb 2025 – Signature Tributes Event Centre
May 2025 – Holiday Inn Express & Suites
Lakeshore

Total Number of Attendees:
3,423

**Total Number of Events
Hosted: 29**

After Business

Aug 2024 – WFCU Centre
Sep 2024 – Art Windsor Essex
Oct 2024 – Walker Power Building
Nov 2024 – Champion Products
Mar 2025 – Monarch Business Products
May 2025 – Double Tree by Hilton Windsor
Jun 2025 – Rochester Place Golf Club &
Resort



Signature Events

Oct 2024 – ATHENA Luncheon

Oct 2024 – Lifetime Achievement Awards

Oct 2024 – Small Business Networking

Dec 2024 – AGM

Jan 2025 – Board Breakfast

Feb 2025 – Mayor's Luncheon

Mar 2025 – Warden's Luncheon

Mar 2025 – Navigating Tariffs

Apr 2025 – Economic Outlook Luncheon

Apr 2025 – Ask the Trade Expert

Apr 2025 – Ontario Chamber of Commerce AGM

May 2025 – Business Excellence Awards

Jun 2025 – 89th Annual Chamber Golf Tournament

July 15, 2025

To:

City of Windsor	Steve Vlachodimos, Clerk svlachodimos@citywindsor.ca
County of Essex	Katherine Hebert, Clerk khebert@countyofessex.ca
Town of Amherstburg	Kevin Fox, Clerk kfox@amherstburg.ca
Town of Essex	Joseph Malandrucolo, Town Solicitor, Legal and Legislative Services/Clerk jmalandrucolo@essex.ca
Town of Kingsville	Paula Parker, Director of Corporate Services/Clerk pparker@kingsville.ca
Municipality of Lakeshore	Brianna Coughlin, Clerk bcoughlin@lakeshore.ca
Town of LaSalle	Jennifer Astrologo, Director of Council Services/Clerk jastrologo@lasalle.ca
Municipality of Leamington	Brenda Percy, Clerk bpercy@leamington.ca
Town of Tecumseh	Robert Auger, Director of Corporate Services/Clerk rauger@tecumseh.ca

Re: Resolution of EWSWA Board – Green Bin Program Promotion and Education

The Essex-Windsor Solid Waste Authority, at its meeting held Wednesday, July, 9, 2025, adopted the following resolution:

Resolution 67-2025

Moved by Gary Kaschak
Seconded by Rob Shepley

That the Board **direct** Authority Administration to provide a Green Bin Program: Campaign Summary, as applicable to the Clerk's Department at the City of Windsor, County of Essex and seven (7) County Municipalities.

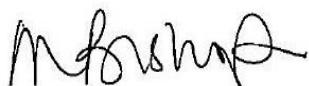
Carried

The intent of the Green Bin Program: Campaign Summary is to provide municipalities with timely and essential updates at key milestones of the Green Bin Program, led by the Essex-Windsor Solid Waste Authority (EWSWA). This Summary is designed to support municipalities in informing, engaging, and connecting with their residents, council members, and administrative staff regarding the program's progress and implementation.

Although the EWSWA is leading this comprehensive outreach strategy in consultation with local municipal administrators, several have expressed interest in receiving campaign content directly. This allows municipalities the flexibility to distribute information internally to staff, share with council, or communicate externally through tools such as digital displays, newsletters, or social media.

To ensure that this information reaches municipal councils in a timely fashion, equally and effectively across our region, we respectfully request that this letter, and the attached **Green Bin Program – Campaign 3 Summary: The Green Bins are Coming** dated July 9, 2025, be included on your next Council Meeting Agenda, as information for your Council, and for the general public. This harmonized approach helps ensure the information is disseminated in a public forum, and formally distributed to all members of Council in a consistent manner. We greatly appreciate your consideration of the EWSWA's resolution and your support in sharing this initiative within your municipality. Should you have any questions or require further information, please do not hesitate to contact me directly.

Sincerely,



Michelle Bishop, General Manager

Email: mbishop@ewswa.org

Phone: 519-776-6441 ext. 1225

cc: Cathy Copot-Nepszy, Manager of Waste Diversion – EWSWA

Attachment: Campaign 3 Summary: The Green Bins are Coming

Green Bin Program

Campaign 3 Summary: The Green Bins Are Coming!

July 9, 2025

The 2025 Green Bin launch is reaching a major milestone: “**The Green Bins Are Coming**”. Single-family homes that are included in the 2025 Green Bin Program will soon have a Green Bin Kit delivered to their homes. In order to distribute to almost 120,000 homes in the Essex-Windsor Region, delivery will start the week of July 21st and continue through early October. If residents are interested to know when delivery to their municipality or zone is scheduled, they can visit www.ewswa.org where it will be updated daily as needed. Another option is for residents to download the Recycle Coach App for free at the App Store or Google Play and request notifications for the Green Bin Program to get a delivery prompt.

The **Green Bin Kit** is often used by municipalities to help residents be successful with this new program. Each Green Bin Kit will contain a:

- 120L EWSWA Green Bin (made in Canada);
- 7L Kitchen Catcher (made in Canada);
- “How-To” Guide; and a
- Glad sample compostable bag and coupon.

The lid of the Green Bin will also contain a large information sticker that a resident should read ahead of storing or using the Green Bin. Key messaging tells the resident to write their address on the space provided on the Green Bin and not to use it until the week before collection begins!

At Delivery: The contractor will perform the final assembly of the Green Bin Kit at the curb. During the process, the Green Bin will be scanned and linked to the corresponding address so that it can be recorded in the EWSWA database. This information is essential to the EWSWA Green Bin Repair & Request program which will track issues related to Green Bin repairs, warranty, Bin requests for new builds, etc.

Below are sample ads for Phase 1 and Phase 2 municipalities so that they can share Campaign 3 messaging on digital displays or internally with staff. Campaign 4 messaging, “**Green Bin Collection Begins**”, will be published in early October for your team and so on for Campaign 5.

If you need assistance with ad formatting, please reach out directly to Cat Griffin, Communications Coordinator via email: cgriffin@ewswa.org.

Customer Service: To ensure the most efficient and accurate information, please always direct residents to www.ewswa.org to use our new customer service system or 1-800-563-3377.



Green Bin Delivery Runs July-October (Phase 1).

Get your GREEN On! You can be a Green Superhero by putting food waste in the right place – *in the Green Bin, not the garbage!* Green Bin Kit delivery starts in July and runs through to October. Watch for yours coming soon.

To be part of The Green Team, follow us on Facebook, Instagram or X, or visit www.ewswa.org. And stay current on Green Bin delivery and program updates by simply downloading the Recycle Coach app.



Green Bin Delivery Runs July-October (Phase 1).

Get your GREEN On! You can be a Green Superhero by putting food waste in the right place – *in the Green Bin, not the garbage!* Green Bin Kit delivery starts in July and runs through to October. Watch for yours coming soon.

To be part of The Green Team, follow us on Facebook, Instagram or X, or visit www.ewswa.org. And stay current on Green Bin delivery and program updates by simply downloading the Recycle Coach app.



Food Waste Collection Is Coming This Fall!

You too can be a Green Superhero by putting food waste in the right place – *in the Green Bin, not the garbage!* Bin delivery runs July-October in Phase 1 municipalities (Essex, Lakeshore, LaSalle, Tecumseh, Windsor). Watch for yours coming soon!

You can stay up-to-date by connecting with us on Facebook, Instagram or X, by downloading the Recycle Coach app, and by visiting us at www.ewswa.org.



360 FAIRVIEW AVE. W., SUITE 211
ESSEX, ON N8M 3G4
1-800-563-3377
www.ewswa.org / ask@ewswa.org



The Green Bin Stays

Your new Green Bin is registered to your address. This enables us to track bins for repairs and replacements. But that also means that if you move, your Green Bin should stay behind.

For more tips on how to best use your Green Bin, connect with us on Facebook, Instagram or X, or visit www.ewswa.org. To stay current on Green Bin delivery dates and program updates, download the Recycle Coach app.



Phase 2 Collection Starts in Fall 2026

If you live in a single-family household in a Phase 2 municipality (Amherstburg, Kingsville, or Leamington), your Green Bin program will not launch until fall of 2026.

But you can still Grow Green with us! For tips on how to easily manage your food waste and organics, connect with us on Facebook, Instagram or X, or visit www.ewswa.org. Stay current on other waste collection dates and program updates by downloading the Recycle Coach app.



Food Waste Collection Is Coming This Fall!

You can be a Green Superhero by putting food waste in the right place – *in the Green Bin, not the garbage!* Green Bin delivery runs July-October in Phase 1 municipalities (Essex, Lakeshore, LaSalle, Tecumseh, Windsor). Watch for yours coming soon!

Stay up-to-date by connecting with us on Facebook, Instagram or X, by downloading the Recycle Coach app, and by visiting www.ewswa.org.

BILLBOARD CAMPAIGN

The following billboards (in both static and digital form) will be placed throughout Windsor and Essex County from July to August, and some locations will be posted longer due to contractual requirements (e.g., 6 months).





360 FAIRVIEW AVE. W., SUITE 211
ESSEX, ON N8M 3G4
1-800-563-3377
www.ewswa.org / ask@ewswa.org





360 FAIRVIEW AVE. W., SUITE 211
ESSEX, ON N8M 3G4
1-800-563-3377
www.ewswa.org / ask@ewswa.org

FOOD WASTE IS TOO GOOD TO WASTE
Green Bin It!

For Bin Delivery Info:
ewswa.org 

Phase 1 Bin Delivery JULY TO OCTOBER

COLLECTION STARTS OCT. '25 FOR PHASE 1 (ESSEX, LAKESHORE, LASALLE, TECUMSEH, WINDSOR)
FALL '26 FOR PHASE 2 (AMHERSTBURG, KINGSVILLE, LEAMINGTON)



Get With It. Green Bin It!
FOOD WASTE COLLECTION IS COMING

Phase 1 Bin Delivery JULY TO OCTOBER

For Bin Delivery Info:
ewswa.org 

COLLECTION STARTS OCT. '25 FOR PHASE 1 (ESSEX, LAKESHORE, LASALLE, TECUMSEH, WINDSOR)
FALL '26 FOR PHASE 2 (AMHERSTBURG, KINGSVILLE, LEAMINGTON)





Summary of Outstanding Reports

Meeting Date: Wednesday, August 06, 2025
Report #: 2025-0806-LLS-R36-KH

Purpose

To provide County Council with a summary of outstanding reports and an estimated timeline for reporting back to Council on such matters.

In accordance with Procedure By-law 2024-26, Section 11.13.2., the items listed below have been requested by a resolution of Council resolution during the current term of Council.

Summary Table

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/ Completion
2024-04-03	099-2024 Moved by Gary McNamara Seconded by Chris Gibb That Essex County Council direct Administration to consult with ERCA on the feasibility of reviewing and enhancing the Clean Water Green Spaces Program with an aim at achieving an accelerated rate of natural restoration in the County and provide a report back to Council; And, further that Essex County Council direct Administration to bring back a report and draft by-law/policy to meet the obligations of Section 270(1)7 of the Municipal Act with regard to the protection and enhancement of tree canopy.	In-Progress Rebecca Belanger (Further consultation required amending the expected completion date.)	TBD

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
2024-09-18	251-2024 Moved By Crystal Meloche Seconded By Sherry Bondy That Essex County Council direct administration to bring a report to Council in advance of the annual AMO conference advising County Council on delegations with Ministers at the annual conference and materials be provided to Council.	Assigned Sandra Zwiers	2025-08-06 (If information is available)
2024-11-28	336-2024 Moved By Dennis Rogers Seconded By Chris Gibb That Essex County Council direct Administration to prepare a detailed report in Q1 2025 regarding services provided by Invest Windsor Essex. The report would provide Council with information to determine its involvement in regional economic development and the service provision model.	Assigned Sandra Zwiers *At the February 19, 2025 meeting of Council, the CAO identified this report will need to be deferred until Q3 due to the IWE Strategic Planning timeline.	Q3
2025-04-16	Road Safety Management Program Plan Comprehensive Road Safety Management Program Plan report, a follow up to the preliminary data report presented on April 16, 2025 as 2025-0416-IPS-R09-JB	Assigned Jerry Behl	Q4 - 2025
2025-05-12	139-2025 Moved By Dennis Rogers Seconded By Gary McNamara That the County Treasurer discuss targeted municipal property tax relief with the Treasurers of the local lower-tier municipalities, in order to make suggestions to provide relief to business impacted by recently imposed tariffs, and report back to County Council regarding same. <i>(Note: this is a follow up from 2025-0507-FIN-R12-MR Canada First</i>	Assigned Melissa Ryan	2025-08-06

Meeting Date	Direction/Motion	Status/Action Taken	Anticipated Report/Completion
	<i>Strategy-County Procurement – Originally brought forward by resolution 057-2025)</i>		
2025-06-18	186-2025 Moved By Chris Gibb Seconded By Kimberly DeYong That County Council receive Administrative Report Number 2025-0618-LLS-R32-DMS, Progress Report: Windsor Essex Regional Community Safety & Well-Being Plan, as information; and, That County Council approve the Progress Report of the Windsor Essex Regional Community Safety & Well-Being Plan and its submission to the Ministry of the Attorney General; and, That County Council direct Administration to develop a revised Community Safety & Well-Being Plan in cooperation with the City of Windsor and the Regional Systems Leadership Table and to bring the said revised Community Safety & Well-Being Plan back before County Council for approval.	Assigned WERCSWBP Administration	TBD

Recommendation

That Essex County Council receive report number 2025-0806-LLS-R36-KH, Summary of Outstanding Reports as information.

Approvals

Respectfully Submitted,

Katherine Hebert

Katherine Hebert, Clerk

Concurred With,

David Sundin

David Sundin, BA (Hons), LL.B., County Solicitor

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Melissa Ryan, CPA, Director, Financial Services/Treasurer

Date: Wednesday, August 6, 2025

Subject: Financial Projected Results of Operations 2025

Report #: 2025-0806-FIN-R20-MR

Purpose

To report the projected results of operations for the fiscal period ending December 31, 2025.

Background

In accordance with established financial management practices, a mid-year projection of the Corporation's operating and capital results is completed using year-to-date actuals and departmental forecasts. This projection assists in identifying trends and emerging financial issues and supports informed decision-making for the remainder of the fiscal year.

Discussion

Based on January to June year-to-date activity and discussions with the senior leadership team, the Corporation is projected to be in a net surplus position of approximately \$752,650. Operationally, the Corporation is projected to be in a surplus position of approximately \$400,670, while the capital programs project a surplus of \$351,980.

It is important to highlight that projections are predicated on a number of significant assumptions, namely:

- Winter control activities for the remainder of the year are projected to be in line with historical trends;
- Social services caseloads and Social Housing costs remaining favourable;
- No significant tax write-offs;

- Stable returns on investments within the Corporation’s investment portfolio; and
- A stabilization of existing inflationary conditions.

Factors contributing to the projected year-end position are highlighted below by department:

Community Services **\$6,840**

The Community Services division is projected to finish the year with a minor surplus of \$6,840 primarily due to minor salary gapping across the department.

Sun Parlor Home **\$862,930**

This surplus is primarily attributable to higher than anticipated provincial per diem funding not known at the time of budget development (estimated at \$517,480); staff vacancies and associated benefit savings; and continued use of the County’s Safe Restart Fund to offset COVID-19-related operating expenses. All available provincial funding will be fully utilized to support operations at the Home.

Emergency Medical Services **\$107,410**

EWEMS is projected to end the year in a modest surplus position, largely driven by reduced linen supply costs, legal expense savings resulting from in-house legal support provided by County legal staff and favourable benefit rates.

Infrastructure and Planning Services **(\$785,610)**

Infrastructure and Planning Services is expected to end the year with a deficit of (\$785,610).

The main reason for the deficit is due primarily to elevated salt usage and winter control costs in early 2025 which were significantly higher than the past 5-year average.

Library Services **\$NIL**

Library Services is expected to end the year on budget. There are no significant variances to report.

General Government **\$357,200**

The projected surplus is the result of salary gapping in corporate administration and IT, and deferred IT projects that will not proceed in 2025.

External Commitments **\$203,880**

The 2025 External Commitment program is projecting a surplus of \$203,880.

The surplus in this area is largely due to under-expenditures within the Social Housing Operations line item.

Closing Comments

Overall, the Corporation’s financial position at mid-year is positive, supported by favourable funding variances, staffing savings, and conservative budget assumptions. However, uncertainty remains around key cost drivers such as winter control and social services caseloads. Any material change in these areas could impact the year-end position and outlook for 2026.

Financial Services will continue to work closely with departments to monitor results and identify cost-saving opportunities. A subsequent update will be provided later in the year if significant variances emerge.

Financial Implications

In accordance with the Corporation’s Reserve Management Policy, surpluses not identified for specific application are to be transferred to the Rate Stabilization Reserve at year-end. Conversely, deficits are to be mitigated through recommended withdraws from appropriate reserves including the Rate Stabilization Reserve at year-end.

Consultations

- Financial Analysts
- Heidi McLeod, Manager, Accounting - Administration/Deputy Treasurer
- County of Essex Senior Leadership Team (SLT)
-

Page 4
Administrative Report
August 6, 2025
Financial Projected Results of Operations 2026

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☐ Focusing “Team Essex County” for Results ☐ Advocating for Essex County’s Fair Share	☐ Being an Employer with Impact ☐ A Government Working for the People ☒ Promoting Transparency and Awareness	☐ Providing Reliable Infrastructure for Partners ☐ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council receive report number 2025-0806-FIN-R20-MR, Financial Projected Results of Operations 2025 as information.

Approvals

Respectfully Submitted,

Melissa Ryan

Melissa Ryan, CPA, Director, Financial Services/Treasurer

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
N/A	N/A



Essex-Windsor Solid Waste Authority Regular Board Meeting MINUTES

Meeting Date: Tuesday, June 3, 2025

Time: 4:00 PM

Location: Essex County Civic Centre
Council Chambers, 2nd Floor
360 Fairview Avenue West
Essex, Ontario N8M 1Y6

Attendance

Board Members:

Gary McNamara – Chair	County of Essex
Hilda MacDonald	County of Essex
Michael Akpata	County of Essex
Rob Shepley	County of Essex
Gary Kaschak – Vice Chair	City of Windsor
Kieran McKenzie	City of Windsor
Mark McKenzie	City of Windsor
Jim Morrison	City of Windsor

EWSWA Staff:

Michelle Bishop	General Manager
Steffan Brisebois	Manager of Finance & Administration
Cathy Copot-Nepszy	Manager of Waste Diversion
Tom Marentette	Manager of Waste Disposal
Madison Mantha	Project Lead
Teresa Policella	Executive Assistant

City of Windsor Staff:

Jim Leether	Manager of Environmental Services
Brian Lima	Executive Director, Operations/Deputy City Engineer
Mark Spizzirri	Manager of Performance Management and Business Case Development

County of Essex Staff:

David Sundin	Solicitor/Interim Director, Legislative and Legal Services
Claire Bebbington	Deputy County Solicitor, Legislative and Legal Services

Absent:

Drew Dilkens	City of Windsor (Ex-Officio)
Kirk Walstedt	County of Essex
Tony Ardovini	Deputy Treasurer Financial Planning
Melissa Ryan	Director of Financial Services/Treasurer

1. Call to Order

The Chair called the meeting to order at 4:00 PM.

2. Motion to Move In-Camera

Moved by: Mark McKenzie

Seconded by: Hilda MacDonald

That the Board move into closed meeting pursuant to Section 239 (2) (f), (k) of the Municipal Act, 2001, as amended for the following reasons:

- (f) advice that is subject to solicitor-client privilege, including communications necessary for that purpose.
- (k) a position, plan, procedure, criteria or instruction to be applied to any negotiations carried on or to be carried on by or on behalf of the municipality or local board.

**47-2025
Carried**

Moved by Mark McKenzie

Seconded by Gary Kaschak

That the EWSWA Board **rise** from the Closed Meeting at 4:38 PM.

**51-2025
Carried**

3. Declaration of Pecuniary Interest

The Chair called for any declarations of pecuniary interest and none were noted. He further expressed that should a conflict of a pecuniary nature or other arise at any time during the course of the meeting that it would be noted at that time.

4. Approval of the Minutes

Moved by Kieran McKenzie

Seconded by Rob Shepley

That the minutes from the Essex-Windsor Solid Waste Authority Regular Meeting, dated May 6, 2025, be ***approved and adopted***.

**52-2025
Carried**

5. Business Arising from the Minutes

No items were raised for discussion.

6. Waste Diversion

A. Green Bin Program: Promotion & Education Plan Update – (Verbal Report)

The Manager of Waste Diversion provided an update on Campaign 3: "The Green Bins are Coming". Administration is working with the municipalities on finalizing communication to residents through various channels such as municipal arena boards, notification in water bills, digital displays, etc.

Authority staff will have a booth at the "Meet the Machine" event at the WFCU Centre on June 7th. Authority staff will also be attending local markets and other municipal events.

Authority staff have been working on the "kit" that will be inside the green bin/kitchen catcher when residents receive their bins. The "how to" guide is being finalized. The Authority has secured a sponsorship with Glad. Glad will be donating one 7L compostable bag that will go inside each kit and will provide a coupon for a future purchase. This will assist in reducing P&E costs.

The Chair asked if there were any questions.

Mark McKenzie asked about promotion and education with the local school boards.

The Manager of Waste Diversion stated that the Authority is working on a letter to request to schedule time in the upcoming school year. The plan is to visit schools as well as attending camps.

Discussion took place regarding attendance at other events such as City Ward meetings and partnership discussions with both the City and County or Essex Library.

There were no further questions.

Moved by Jim Morrison

Seconded by Michael Akpata

That the Board **receive** this verbal report as information.

**53-2025
Carried**

B. Circular Materials Single-Stream Recycling Update

The General Manager provided an update on the correspondence received from Circular Materials (CM), which was in response to the letter sent by the Authority's General Manager, Chair and Vice, regarding concerns stemming from the change from a dual-stream recycling system to a single-stream

recycling system effective January 1, 2026 for eligible sources in the City of Windsor and the seven County of Essex municipalities.

The General Manager noted concerns with CM's response. CM has reversed previous communication that residents would be allowed to use resident-owned carts alongside the carts that will be distributed by CM. CM has also indicated that residents would be required to hold on to excess material until the next collection day if material does not fit in the CM provided cart. Another concern is that the 95-gallon cart may be an accessibility issue for some residents due to the size and that no other option is offered.

Administration will be providing a response to CM regarding outstanding issues. Administration will also be requesting a meeting with the Resource Productivity and Recovery Authority (RPRA) regarding concerns on regulatory obligations. A meeting with Windsor-Tecumseh MPP Andrew Dowie has also been scheduled to discuss these concerns.

The Chair asked if there were any questions.

Mr. Morrison asked if there will be an opportunity to drop off excess cardboard at the Authority depots

The General Manager stated that it would be at the direction from the Board. She noted that CM offers a small compensation to provide convenience depots, approximately \$100,000/year, to offset the costs at the depots. CM has indicated that they will look at those convenience depots later this year. If there are no changes, the cardboard would be accepted at the depot.

Moved by Gary Kaschak
Seconded by Rob Shepley

That the Board **receive** the report for information and direct Administration to report back on the outcomes of the meetings referenced in this report at a future meeting.

**54-2025
Carried**

7. Waste Disposal

- A. Tender Award for the Supply and Service of One (1) Front End Wheel Loader

The Manager of Waste Disposal presented the report recommending the award of the tender for one new Front-End Wheel Loader, Model CAT 950-01GC, with a preventative maintenance contract and extended powertrain warranty to Toromont CAT. The loader will be used at the Regional Landfill (RL) as part of the waste diversion composting program and replace the 2014 Caterpillar 930K

Loader. The existing Loader will be utilized at the new Source Separated Transfer Station (SSO) for the Green Bin Program.

The public tender closed on May 22, 2025. Four bids were received with three submissions meeting all the requested specifications. Toromont CAT submitted the lowest tender bid price of \$385,560 (excluding tax). Toromont's bid price included a preventative maintenance cost of \$8.17 per hour and an extended powertrain warranty cost of \$14,340.

The unfavourable variance of \$32,320 which exceeds the \$360,000 capital budget will be covered by the Waste Reduction Reserve. The preventative maintenance costs and extended warranty will be funded through operational budgets.

The Chair asked if there were any questions.

Mr. Morrison asked if there any issues on purchasing the equipment from China.

The Manager of Waste Disposal stated that there are no tariffs on the purchase of the loader.

Moved by Kieran McKenzie
Seconded by Rob Shepley

1. **That** the Board **approve** the purchase of one (1) Caterpillar Model 950 01GC, Front End Wheel Loader from Toromont CAT at a cost of \$385,560.00 plus applicable taxes.
2. **That** the Board **approve** a 5-year, 8,500 hour (whichever comes first) preventative maintenance service contract at a pre-tax cost of \$8.17 per hour for the Caterpillar 950 01GC Front End Wheel Loader as supplied by Toromont CAT.
3. **That** the Board **approve** the purchase of a 5-year, 8,500 hour (whichever comes first) Extended Powertrain Warranty at a pre-tax cost of \$14,340.00 for the Caterpillar 950 01GC Front End Wheel Loader as supplied by Toromont CAT.

**55-2025
Carried**

B. Extension of Specialized Equipment Operators Contract

The Manager of Waste Disposal presented the report recommending the extension of the contract for specialized equipment operators at the Regional Landfill and Transfer Station #2 with 1869096 Ontario Limited, operating as Canadian Transfer, for the period January 1, 2026 to December 31, 2031 with

an extension option for a period of up to 2 years, at the Authority's discretion, under the existing terms and conditions.

Canadian Transfer has been providing excellent service since the contract began in 2016 with pricing increased only by Consumer Price Index (CPI) adjustments. Despite the CPI increases, the rates are still favourable compared to market trends.

There are no financial implications with regards to an extension of this contract.

The Chair asked if there were any questions. No questions were asked.

Moved by Hilda MacDonald
Seconded by Mark McKenzie

That the Board **approve** the extension of the contract for the Supply of Specialized Equipment Operators at the Essex-Windsor Regional Landfill and Essex-Windsor Transfer Station 2 to 1869096 Ontario Limited, operating as Canadian Transfer, for the period of January 1, 2026 to December 31, 2031, with an extension option for a period of up to 2 years at the Authority's discretion, on the same terms and conditions contained in the existing contract, and that the Chair and General Manager be authorized to sign an Amendment to the existing contract to that effect..

**56-2025
Carried**

8. New Business

No items were raised for discussion.

9. Other Items

Mr. Kaschak introduced Brian Lima, the new Executive Director, Operations/Deputy City Engineer for the City of Windsor. He welcomed Mr. Lima to the Technical Staff Committee.

No items were raised for discussion.

10. By-Laws

A. By-Law 10-2025

Moved by Mark McKenzie
Seconded by Michael Akpata

That By-Law 10-2025, Being a By-Law to Authorize the Execution of Agreement between the Essex-Windsor Solid Waste Authority and Toromont CAT for the Supply of One (1) Front End Wheel Loader with Five (5) Year, 8,500-hour (whichever comes first) Preventative Maintenance Service Contract and purchase of 5-year, 8,500-hour (whichever comes first) Extended Powertrain Warranty.

**57-2025
Carried**

B. By-Law 11-2025

Moved by Mark McKenzie

Seconded by Michael Akpata

That By-Law 11-2025, Being a By-Law to Approve the Extension of the Contract for the Supply of Specialized Equipment Operators at the Essex-Windsor Regional Landfill and Essex-Windsor Transfer Station 2 to 1869096 Ontario Limited, operating as Canadian Transfer, for the period of January 1, 2026 to December 31, 2031, with an extension option for a period of up to 2 years at the Authority's discretion, and that the Chair and General Manager be authorized to sign an Amendment to the existing contract to that affect.

C. By-Law 12-2025

Moved by Mark McKenzie

Seconded by Michael Akpata

That By-Law 12-2025, being a By-law to Confirm the Proceedings of the Board of the Essex-Windsor Solid Waste Authority be given three readings and be **adopted** this 3rd day of June, 2025.

**58-2025
Carried**

11. Next Meeting Dates

Wednesday, July 9, 2025

Wednesday, August 13, 2025

Wednesday, September 10, 2025

Tuesday, October 7, 2025

Tuesday, November 4, 2025

Tuesday, December 2, 2025

12. Adjournment

Moved by Jim Morrison

Seconded by Mark McKenzie

THAT the Board stand **adjourned** at 5:16 PM.

**59-2025
Carried**

All of which is respectfully submitted.



Gary McNamara
Chair



Michelle Bishop
General Manager



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Melissa Ryan, CPA, Director, Financial Services/Treasurer

Date: Wednesday, August 6, 2025

Subject: 2025 Update to Roadway Expansion Funding Model

Report #: 2025-0806-FIN-R22-MR

Purpose

The purpose of this report is to provide County Council with an updated funding model for the 20-year Roadway Expansion Program. This update reflects increased costs related to land acquisition and construction, and reaffirms the County's strategy to manage the financial impact of these pressures. This report is being brought forward in advance of the 2026 Budget process to provide context and transparency for what Council can expect to see reflected in future budgets.

Background

In September 2024, County Council was presented with a comprehensive funding model to support the 20-year Roadway Expansion Program. That model outlined a blended approach using levy contributions, strategic debt financing, and reserve funds to support approximately \$641.2 million in infrastructure needs over two decades. At that time, the financial model assumed relatively stable land acquisition and construction costs based on market conditions in 2023 and early 2024, and anticipated an annual \$1.5 million levy increase starting with the 2025 Budget.

Since then, significant inflationary pressure in both land and construction markets has driven up overall cost estimates. During the 2025 Budget deliberations, Council approved using \$2 million from capital reserves to fund the program, which effectively reduced the base levy allocation from \$17.5 million to \$15.5 million. While a \$750,000 levy increase was added, this was only half of the \$1.5 million increase originally anticipated, resulting in an overall erosion of the ongoing levy base for the program.

These changes, along with revised cost estimates and updated timing, have now been incorporated into the financial model. While the approach remains largely unchanged, staff have updated the assumptions to reflect current market realities. The model will continue to evolve based on ongoing design work, updated cost estimates, and project scheduling.

This report is being brought forward ahead of the 2026 Budget process and alongside a companion report on an update to the County's Development Charges initiative. Many of the projects in the Roadway Expansion Program are growth related and would typically be eligible for DC recovery under the Development Charges Act.

Discussion

Staff from Infrastructure and Financial Services have worked together to review project timelines, cost estimates, and funding assumptions to reflect updated market conditions. While the overall scope of the Roadway Expansion Program remains the same, the projected total cost of the program is now estimated at \$704,800,000, an increase of approximately \$63.6 million from the original estimate.

The updated model continues to rely on a mix of financial tools, including:

- A phased increase to annual levy contributions;
- Strategic use of long-term debt to finance major projects;
- Early use of reserves, with a plan to replenish them later in the program.

Although there is no line item for Provincial or Federal grant funding in the financial model at this time, the County will continue to pursue any eligible opportunities. If successful, those funds would be incorporated into future updates and help offset the property tax supported portion of the program.

The updated financial strategy emphasizes flexibility. The model will be reviewed annually through the County's budget process and will be adjusted based on actual construction costs, project timing, and Council's decisions related to Development Charges.

Appendix A provides a breakdown of the revised financial model and cost-sharing approach. Appendix B lists the capital projects included in the Roadway Expansion Program, organized by project stage (e.g.,

environmental assessment, detailed design, property acquisition, construction).

Financial Implications

The revised Roadway Expansion Program is now estimated to cost \$704.8 million over 20 years, up from the original estimate of \$641.2 million. This increase is primarily due to inflationary pressure on land and construction costs.

The current model continues to rely on a balanced mix of levy contributions, debt issuance, and reserve utilization. The 2025 Budget includes a base levy contribution of \$16,629,640, with annual increases of \$1.5 million built into future forecasts.

Debt will continue to be used strategically to align the timing of project construction with asset life and minimize financial pressure on the tax base in any single year. Early use of reserves will help limit debt reliance during the early stages of the program, with a plan to rebuild reserve balances starting in later phases.

At this time, the model does not include any Provincial or Federal grants, but staff will continue to monitor opportunities and apply as appropriate. Should funding be awarded, the model can be updated to reduce reliance on tax-supported funding or debt.

A Development Charges draft By-law is being brought forward later this year for Council consideration. If DCs are implemented, they would offer a significant offset for growth-related portions of the expansion program.

The updated funding model ensures the County remains fiscally responsible while continuing to invest in critical infrastructure that supports population growth, economic development, and regional mobility.

Consultations

- Hoa Du, Financial Analyst
- Allan Botham-Director, Infrastructure and Planning Services

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Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☒ Focusing “Team Essex County” for Results ☐ Advocating for Essex County’s Fair Share	☐ Being an Employer with Impact ☒ A Government Working for the People ☒ Promoting Transparency and Awareness	☒ Providing Reliable Infrastructure for Partners ☒ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council receive report number 2025-0806-FIN-R22-MR, 2025 Update to Roadway Expansion Funding Model as information.

Approvals

Respectfully Submitted,

Melissa Ryan

Melissa Ryan, CPA, Director, Financial Services/Treasurer

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
A	2025 Proposed Roadway Expansion Funding Model
B	2025 County Infrastructure Expansion Projects

Appendix A: Roadway Expansion 2025

Year	Annual Program Funding Requirement Based on IPS 20yr Plan	Annual Borrowing (Debt & Interest Costs)	Total Annual Costs	Levy Funded (Assume \$1.5M increase year over year until 2043)	Reserve Funded	Debt Funded	Other Recoveries (Provincial/Federal/L MP/City)	Contribution to Reserve	Interest Income (estimated)	Reserve Balance (Roadway Expansion/CWATS)
2025	\$22,300,000	\$ -	\$ 22,300,000	16,629,640	\$ 5,670,360		-	-	3,214,071	108,162,997
2026	\$44,200,000	\$ -	\$ 44,200,000	18,129,640	\$ 26,070,360		-	-	3,244,890	85,337,527
2027	\$60,900,000	\$ -	\$ 60,900,000	19,629,640	\$ 41,270,360	-	-	-	2,560,126	46,627,293
2028	\$45,400,000	\$ -	\$ 45,400,000	21,129,640	\$ 24,270,360	-	-	-	1,398,819	23,755,752
2029	\$59,000,000	\$ 1,416,584	\$ 60,416,584	22,629,640	\$ 24,468,425	13,318,519.56	-	0	712,673	-
2030	\$35,000,000	\$ 2,428,430	\$ 37,428,430	24,129,640	\$ -	13,298,789.85	-	-	-	-
2031	\$27,000,000	\$ 2,428,430	\$ 29,428,430	25,629,640	\$ -	3,798,789.85	-	-	-	-
2032	\$30,000,000	\$ 2,428,430	\$ 32,428,430	27,129,640	\$ -	5,298,789.85	-	-	-	-
2033	\$81,000,000	\$ 5,261,598	\$ 86,261,598	28,629,640	\$ -	57,631,958.00	-	-	-	-
2034	\$27,000,000	\$ 7,285,290	\$ 34,285,290	30,129,640	\$ -	4,155,649.54	-	-	-	-
2035	\$30,000,000	\$ 7,285,290	\$ 37,285,290	31,629,640	\$ -	5,655,649.54	-	-	-	-
2036	\$30,000,000	\$ 7,285,290	\$ 37,285,290	33,129,640	\$ -	4,155,649.54	-	-	-	-
2037	\$115,000,000	\$ 10,944,798	\$ 125,944,798	34,629,640	\$ -	91,315,158.41	-	-	-	-
2038	\$14,000,000	\$ 13,558,733	\$ 27,558,733	36,129,640	\$ -		-	8,570,907	-	8,570,907
2039	\$14,000,000	\$ 13,558,733	\$ 27,558,733	37,629,640	\$ -		-	10,070,907	257,127	18,898,941
2040	\$14,000,000	\$ 13,558,733	\$ 27,558,733	39,129,640	\$ -		-	11,570,907	566,968	31,036,815
2041	\$14,000,000	\$ 13,558,733	\$ 27,558,733	40,629,640	\$ -		-	13,070,907	931,104	45,038,827
2042	\$14,000,000	\$ 13,558,733	\$ 27,558,733	42,129,640	\$ -		-	14,570,907	1,351,165	60,960,898
2043	\$28,000,000	\$ 13,558,733	\$ 41,558,733	43,629,640	\$ -		-	2,070,907	1,828,827	64,860,632
Totals	704,800,000	128,116,539	832,916,539	572,463,160	121,749,865	198,628,954	0	59,925,440	16,065,770	0

Assumptions:
Utilized IPS 20 Year Master Plan provided June 25, 2025
Levy funded portion 2025- \$16,629,640. Add \$1.5M until we reach over \$43M which is the expected annual requirement (2043).
Assumes stable investment returns of 3% for years with reserve fund balances.
Borrow in larger increments (for simple modeling): Loan 1-\$36M, Loan 2-\$72M, Loan 3 \$93M
Annual Debt Repayment Limit is currently over \$300M, we would be within out limit borrowing \$201M.

Appendix B: County Infrastructure Expansion Projects

1. Environmental Assessments (EA)

- County Rd 46 – COW Limits (401) to CR 19
- County Rd 9 – Hwy 3 to CR 8

2. Detailed Design Projects

- County Rd 42/43 – City Limit to Manning Rd. & CR 43
 - Phase 1: Underground works (Pike Creek to 11th Concession)
 - Phase 2: Roundabout, CR 43 Diversion, Banwell & 11th Concession
 - Phase 3: Roundabout at CR19, CR42 from CR19 to Lesperance Rd.
 - Phase 4: Surface works from CR43 to Lesperance Rd.
 - Phase 5: CR42 from CR43 Roundabout to County Limit
 - Excess Soils
- County Rd 19 – CR 22 and CR 19 Intersection
 - Widening CR 22 to South of Jamsyl
 - Prelim design from South of Jamsyl to CR 42
- County Rd 46 @ RTL – Intersection Improvements
- Lauzon Parkway – City of Windsor Limits to Hwy 3
 - AT Crossing @ Hwy 401
 - Hwy 401 to CR 46 (4 lanes)
 - CR 46 to Hwy 3 (4 lanes)
- County Rd 22 Corridor
 - Light @ Emery & cul-de-sacs
 - Phase 1: ICRoy to Rourke
 - Phase 2: Rourke to Belle River
 - Phase 4
- County Rd 42 – CR 19 to CR 25
 - Roundabout @ CR 25
 - Roundabout @ Patillo
 - Patillo to CR 25
- County Rd 19 – Jamsyl to Hwy 3
 - Jamsyl to CPR
 - Grade Separation at CPR
- CPR to CR 42
 - CR 42 to Hwy 401
 - Hwy 401 to CR 46
 - Intersection at CR 46
 - Roundabout at CR 34
 - CR 46 to Hwy 3

3. Property Acquisition

- (Same list as Detailed Design – grouped as part of process phases)

4. Construction Program – Roadway Expansion

- County Rd 42/43 – All 5 phases as listed above under Design
- County Rd 19 – Widening CR 22 to Jamsyl, Baillargeon to CR 42, and full corridor south to Hwy 3
 - Includes grade separation, CPR, intersections
- County Rd 46 – From COW Limit to CR 19 & 17
 - Includes Interim Traffic Signals
- Lauzon Parkway – Hwy 401 to Hwy 3
 - Including AT Crossing (MTO) and phased construction
- County Rd 22 – Phases 1–4 including signalization
- County Rd 9 – Hwy 3 to CR 8, and CR 7
- County Rd 42 – From CR 19 to CR 25 including roundabouts at CR 25 and Patillo



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Melissa Ryan, CPA, Director, Financial Services/Treasurer

Date: Wednesday, August 6, 2025

Subject: Proposed Funding Model for Essex Windsor EMS Master Plan Implementation

Report #: 2025-0806-FIN-R23-MR

Purpose

To provide Council with a high-level overview of the proposed financing strategy for capital infrastructure projects identified in the Essex-Windsor EMS Master Plan, specifically related to the implementation of a Hub and Spoke station model. This report is for information purposes and intended to support early financial planning prior to the 2026 Budget.

Background

On February 5, 2025, Essex County Council received an updated Essex-Windsor EMS (EWEMS) Master Plan prepared by ORH. The plan includes a number of recommendations to address projected service demands over the next five to six years, driven by regional population growth and increasing call volumes.

Among the key infrastructure recommendations is the implementation of a Hub and Spoke station model, including:

- Construction of a central EMS hub in Windsor
- Development or relocation of satellite (spoke) stations throughout the Region

These projects are intended to improve EMS response times, optimize system efficiency, and align service delivery with community growth. While the Master Plan contains both operational and capital components, this

report focuses exclusively on the anticipated capital costs associated with land acquisition, design, and construction of the proposed new EMS facilities.

Discussion

As the County prepares to implement the recommendations outlined in the Essex-Windsor EMS Master Plan, early planning for capital funding is essential. While operational enhancements will be addressed through the annual budget process, the future infrastructure needs, specifically, the development of a centralized EMS hub and multiple satellite (spoke) stations, require a longer-term, multi-faceted financing strategy. This section outlines anticipated capital costs and proposes preliminary funding options to support these major investments over the coming years.

Anticipated Capital Requirements

The capital projects envisioned through the hub and spoke model will require investment in:

- Land acquisition and site servicing
- Design, engineering, and permitting
- Construction of new facilities or renovations of existing stations
- Supporting infrastructure (e.g., driveways, garages, staff amenities)

Note: The purchase of additional ambulances identified in the Master Plan is not included in the funding strategy outlined in this report. The County maintains a dedicated EMS Fleet Reserve specifically for these vehicle acquisitions.

The estimated total cost for EMS station infrastructure, based on preliminary analysis from the County's Development Charges study, is projected to be approximately \$55.6 million. To maintain consistency across financial planning documents, this figure is being used in the funding model (Appendix A) for the purposes of this report. Detailed site-specific cost estimates will be developed as further planning occurs.

Preliminary Capital Funding Options

County administration is evaluating a range of funding tools to support these investments. The following options are proposed for consideration:

1. Capital Reserve Contributions

The County maintains a number of capital reserves, including EMS and general capital reserves. These funds could be used to:

- Offset design and pre-construction costs
- Partially fund construction of new facilities

A drawback of this approach is that drawing from reserves reduces investment balances and potential interest earnings. Additionally, in a straight reserve funded approach, capital spending must be deferred until enough funds have been raised to cover the full cost of the project. However, this may be appropriate if it avoids debt and supports project timelines. Currently, there is just over \$13 million in the EMS Capital account that can be used for capital works identified in the EWEMS master plan.

2. Debt Financing

Debt financing is a common tool for cash flowing large capital projects with long-term benefit. Annual repayment obligations would be phased in over time and included in future budgets. Debt is often the preferred approach for high-cost, long-lifespan infrastructure.

There is a cost to debt financing though, as interest will be charged for the funds borrowed. However, unlike a straight reserve-funded approach where projects must be deferred until enough funds are accumulated, debt allows the County to move forward with capital projects sooner. In the current interest rate environment, if investment earnings exceed borrowing costs, leveraging debt can be financially advantageous by preserving investment holdings and offsetting some debt expenses through incremental returns.

3. Internal Borrowing from Other County Capital Reserves

Another option is to borrow from other County Capital reserves and repay those reserves over time.

This approach offers greater flexibility in structuring repayment terms and avoids the need to issue new debt. However, borrowing from reserves reduces the funds available for other capital priorities and results in lost investment income from those reserves during the repayment period. Additionally, the borrowed amount still needs to be repaid.

This may be an appropriate short- to mid-term funding option depending on liquidity levels, the demand for the intended use of the other reserve funds and project timing.

4. Development Charges (DCs)

The County's Development Charges Background Study is currently underway. If Council chooses to implement a DC by-law, the anticipated EMS capital projects could be included as eligible growth-related costs. Approximately \$4.114 million of the projected EMS capital program is attributed to growth and could be covered through DC.

A DC by-law would allow the County to collect funds from new development, helping to offset the cost of expanding EMS infrastructure to support growth. This would reduce the financial burden on existing taxpayers and reserve funds.

Should a DC by-law be adopted, it could serve as an important revenue source to help fund the construction of new EMS facilities, especially as these investments are directly tied to population growth and service expansion.

5. Intergovernmental Grants

County administration will continue to monitor for federal or provincial grant programs that could support emergency service infrastructure. While such funding is not guaranteed, grant opportunities may arise that help defray a portion of project costs.

Phasing and Budget Smoothing Strategy

To assist Council in understanding the long-term financial implications of the proposed EMS infrastructure investments, Appendix A outlines a simplified funding model. This approach assumes the full use of the EMS Capital Reserve (currently estimated at \$13 million), followed by internal borrowing from other County reserves to address the remaining funding gap. In tandem, the model includes an annual increase to the levy-funded portion to gradually pay back the borrowing from the other capital reserves.

Based on this preliminary approach, once capital costs exceed the available EMS Capital Reserve, the County would transition to internal borrowing or external debt financing. To help smooth the financial impact, Council can

expect to see a phased-in budget allocation starting with the 2026 Budget—estimated at approximately \$1 million annually. This annual provision would be used to:

- Repay internal borrowings to other County reserves, or
- Cover debt servicing costs associated with external financing.

This structured funding strategy helps mitigate future budget pressures by spreading costs over time. Once the internal borrowings are fully repaid, or debt obligations fulfilled, the annual provision would be redirected to the general capital reserves.

Next Steps

- Administration will begin refining cost estimates as sites are selected and design progresses.
- Specific financing options will be evaluated in more detail as part of the multi-year capital planning process.
- Recommendations on the inclusion of EMS capital in the County's Development Charges by-law will be brought forward as part of that draft by-law.
- Any funding commitments will be subject to future Council approval and annual budget deliberations.

Financial Implications

There are no immediate financial impacts resulting from this report. However, significant capital investment is anticipated in the coming years to support implementation of the Essex-Windsor EMS Master Plan.

The proposed infrastructure—new EMS stations and a central hub—will require upfront County investment in land acquisition, design, and construction. The County owns all of its EMS bases and would also own the new central hub and any additional spoke bases. These capital costs are the full responsibility of the County and are not eligible for cost-sharing with the Province or the City of Windsor.

Once the facilities are operational, ongoing costs such as rent or lease allocations can be included in the shared EWEMS operating budget, which is cost-shared as follows (approximates):

- Province of Ontario – 50%
- City of Windsor – 23.98%
- Township of Pelee – 0.142%
- County of Essex – 25.878%

To manage these capital investments, a phased funding strategy is proposed. This may include use of existing EMS reserves, internal borrowing from other County capital reserves, or external debt financing. To help smooth the long-term financial impact, a phased-in operating budget contribution—starting at approximately \$1 million annually—is anticipated beginning in the 2026 Budget. This contribution would support either repayment of internal borrowing or future debt servicing.

If Council adopts a Development Charges (DC) by-law, EMS-related capital infrastructure could be included as a growth-related cost, providing an additional funding source of approximately \$4.1 million to reduce the reliance on tax-supported financing.

A more detailed and refined financing plan will be developed once EMS station locations are confirmed and site-specific project costs are determined.

Consultations

- Justin Lammers, Chief, Essex-Windsor Emergency Medical Services

Strategic Plan Alignment

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Recommendation

That Essex County Council receive report number 2025-0806-FIN-R23-MR, Proposed Funding Model for Essex Windsor EMS Master Plan Implementation as information.

Approvals

Respectfully Submitted,

Melissa Ryan

Melissa Ryan, CPA, Director, Financial Services/Treasurer

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
A	EWEMS Funding Model-Capital Items

Appendix A: EMS Master Plan-Capital 2025

Year	Annual Program Funding Requirement Based on EMS 10 Year Plan smoothed out over 10 years	Levy Amount (Assume increase year over year until 2034)	EMS Reserve Funded	Other Recoveries (Provincial/Federal/LMP/City)	Interest Income (estimated)	Reserve Balance (Capital-EMS)	Borrow from General Capital Reserve	Replenish EMS Capital Reserve
2025	\$0	-	\$ -	-	407,530	13,584,325		
2026	\$5,000,000	1,000,000	\$ 4,000,000	-	407,530	9,991,855	\$ -	
2027	\$10,600,000	2,000,000	\$ 8,600,000	-	299,756	1,691,610	\$ -	
2028	\$10,000,000	3,000,000	\$ 1,742,359	-	50,748	-	\$ 5,257,641	
2029	\$10,000,000	4,000,000	\$ -	-	-	-	\$ 6,000,000	
2030	\$10,000,000	5,000,000	\$ -	-	-	-	\$ 5,000,000	
2031	\$10,000,000	6,000,000	\$ -	-	-	-	\$ 4,000,000	
2032		6,750,000	\$ -	-	-	-	\$ (6,750,000)	
2033		7,500,000	\$ -	-	-	-	\$ (7,500,000)	
2034		8,250,000	\$ -	-	-	-	\$ (6,007,641)	\$ 2,242,359
2035		8,250,000	\$ -	-	-	-		\$ 8,250,000
2036		8,250,000						\$ 8,250,000
2037		8,250,000						\$ 8,250,000
2038		6,007,641						\$ 6,007,641
Totals	55,600,000	51,750,000	14,342,359	0	1,165,563	0	\$ 0	\$ 33,000,000

Assumptions:

Simple assumption that we will borrow from the capital reserves to pay for these capital items with repayment within 10 years.
Utilized EMS Updated Year Master Plan provided Feb 2025.
Assumes stable investment returns of 3% for years with reserve fund balances.



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Melissa Ryan, CPA, Director, Financial Services/Treasurer

Date: Wednesday, August 6, 2025

Subject: County Development Charges Initiative Update and Summary of Public Feedback

Report #: 2025-0806-FIN-R21-MR

Purpose

This report provides an update on the County of Essex Development Charges (DC) initiative, summarizes feedback received from public meetings held across the County, and presents administration's responses to key concerns. The report also outlines financial implications of implementing DCs and seeks Council's guidance on elements to include in the draft DC By-law to be presented for consideration later in 2025.

Background

The County of Essex is exploring the adoption of Development Charges as a sustainable funding mechanism to support growth-related infrastructure and services. The Development Charges Act, 1997, enables municipalities to levy fees on new developments to ensure growth pays for the infrastructure it necessitates rather than existing taxpayers.

The County engaged Hemson Consulting Ltd. to conduct a comprehensive Development Charges Background Study, forecasting growth, assessing current service levels, and estimating eligible capital costs for County-wide services, including libraries, land ambulance, long-term care, roads, and waste diversion.

Public information meetings took place across all seven local municipalities between May and June 2025 to inform stakeholders and gather input on the proposed Development Charges initiative. Additionally, dedicated sessions were held with Community and Industry Partners, as well as with Local Treasurers and Planners, to discuss the initiative in detail and collect

Melissa Ryan, CPA, Director, Financial Services/Treasurer
Corporation of the County of Essex, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Phone: 519-776-6441, ext. 1312; Email: mryan@countyofessex.ca

targeted feedback. This comprehensive engagement helped gauge the overall sentiment within the County, which is now being reported back to Council.

This initiative aligns with the County's Strategic Plan 2024-2027, aiming to provide reliable infrastructure to support economic growth.

Discussion

Feedback from Public Meetings

The public engagement process for the DC initiative has been extensive, involving multiple stakeholder groups across the County. Public information meetings were held in all seven local municipalities, providing an opportunity for residents, developers, and other interested parties to learn about the proposed DC framework and share their views. In addition to these public sessions, focused meetings with Community and Industry Partners, as well as Local Treasurers and Planners, facilitated more detailed dialogue on specific concerns and technical aspects of the initiative.

The feedback received through the meetings, as well as through email and phone communication, highlighted a range of perspectives and concerns. Common themes included timing and economic conditions, the potential impact of DCs on housing affordability, the relationship between County and local municipal charges, and the importance of transparency regarding how collected funds will be used. Some stakeholders expressed concern that the proposed charges might discourage development or redirect investment to neighbouring jurisdictions, while others sought clarity on exemptions, particularly for industrial development, and how the DC funds align with the County's long-term infrastructure plans.

Some participants recognized that DCs are a necessary tool to ensure sustainable growth and fair cost distribution for infrastructure required to support new development. The initiative's focus on funding key County services such as roads, emergency medical services, and other growth-related infrastructure was generally supported, though stakeholders emphasized the need for continued communication and clarity throughout the process.

Two formal letters of feedback were also received, one from the Town of LaSalle and one from the Windsor Construction Association and the Heavy Construction Association of Windsor (WCA/HCAW). The WCA/HCAW letter was also submitted to the Town of LaSalle and Town of Tecumseh. These

letters reiterated several of the same themes heard throughout the broader consultation but raised a few additional points of emphasis. LaSalle expressed concern that the timing of the DC initiative was premature given that the County Road Rationalization and Master Plan studies are still underway. They also requested stronger consultation with municipal administrations earlier in the process and flagged potential equity concerns for high-growth municipalities contributing a large portion of DC revenue. The WCA/HCAW raised similar concerns and emphasized the need for clearer alignment between DC-funded projects and regional growth priorities.

In response, administration emphasizes that the current initiative remains in the consultation phase. While formal engagement began after the release of the draft of the background study, all seven municipalities were engaged through meetings, technical staff discussions, and working group input. The DC model remains subject to refinement as additional studies are completed, and feedback is being actively incorporated into the draft By-law that is planned to be presented in October 2025.

A detailed summary of the feedback received, along with the County's responses, is provided in Appendix A. Appendix B, a document from AMO outlining common myths and realities about DCs, is also included to help address some of the comments we received. Together, these appendices respond to key concerns and help clarify the purpose and workings of the Development Charges initiative, highlighting how it supports the County's broader growth management strategy. Formal letters from the Town of LaSalle and the Windsor Construction Association/Heavy Construction Association of Windsor are included in Appendix F for reference.

Exemption Options for Consideration in the Draft By-law

It is important to recognize that certain exemptions under the Development Charges Act (DCA) are mandatory and non-negotiable for all municipalities. These provide a baseline that municipalities must follow, while still allowing some flexibility to tailor DC policies to local priorities.

Mandatory Provincial Exemptions and Discounts (Mandatory):

- Industrial building expansions
- Long term care homes
- Additional residential units in certain circumstances
- Affordable housing

- Non-profit housing
- Units in existing rental residential buildings
- Municipalities and school boards

In addition to exemptions, the DCA provides mandatory discounts for purpose built rental housing.

Discretionary Exemptions (Municipal Choice):

Municipalities may elect to offer exemptions or reduced charges for certain types of development, such as:

- Local definition of affordable housing projects
- Specific expansions or redevelopment projects
- Certain industrial or commercial developments aligned with local economic strategies

Municipalities can also provide exemptions on a geographic basis. They can also phase-in DC rates over a period of time.

Details on mandatory and discretionary exemptions provided by the seven local municipalities in Essex County, as well as the City of Windsor and the Municipality of Chatham-Kent are provided in Appendix C.

Definition and Calculation of “Affordable Housing” (Under the Act)

Affordable housing generally refers to housing where the price or rent is affordable to households earning below a specified percentage of the area median income—commonly set at 80% or less. While municipalities can define affordable housing categories consistent with provincial guidelines and local housing strategies, the following are key considerations:

- Affordability is based on income thresholds relative to housing costs (rent or purchase price).
- Eligibility may include programs such as rent-geared-to-income or subsidized housing.
- This definition guides which developments qualify for DC exemptions or reductions.

For context, Appendix C provides details about how the DCA defines affordable housing for the purpose of the statutory exemption. Appendix D

provides information on the average cost of housing in the Windsor-Essex area. As shown, the average house price is already well above the affordable housing threshold, suggesting that the introduction of DCs is unlikely to impact affordability. In most cases, DCs represent only a small percentage of the overall cost of a home.

Municipal Options for County Council Consideration

Building on the mandatory provincial framework, Council may consider the following options to balance infrastructure funding needs with public concerns and economic realities:

1) Phased-In Implementation of DCs

- **Description:** Gradually introduce DCs over a set period (e.g., 3–5 years) to ease immediate financial pressures on developers and the housing market.
- **Benefits:**
 - Mitigates market shock and allows adjustment time.
 - Provides a smoother transition for developers and municipal administration.
 - Addresses affordability concerns raised by stakeholders.
- **Considerations:**
 - Requires clear timelines and communication plans.
 - Will delay receipt of some necessary infrastructure funding. A detailed breakdown of the financial impacts of a phased-in approach can be found in Appendix E.

2) Exemptions or Reduced Charges for Affordable Housing

- **Description:** Implement partial or full DC exemptions for developments meeting affordable housing criteria, in alignment with provincial definitions and local policies.
- **Benefits:**
 - Encourages the creation of affordable units.
 - Supports community social equity goals.
- **Considerations:**
 - Requires robust eligibility verification processes.

- Potential reduction in DC revenue, necessitating alternative funding strategies.

3) **Exemptions for Large Industrial or Employment Lands**

- **Description:** Consider DC exemptions or reductions for large-scale industrial developments or designated employment lands to support economic development.
- **Benefits:**
 - Attracts and retains key employers.
 - Promotes local job creation and economic growth.
- **Considerations:**
 - Must balance economic incentives with infrastructure funding requirements.
 - Ongoing monitoring needed to ensure compliance with exemption criteria.

Administration is recommending that any exemptions or incentives for industrial and large industrial developments be handled through the County's upcoming Community Improvement Plan (CIP), rather than built into the Development Charges (DC) By-law. The CIP, which is expected to be finalized by the end of 2025, will provide a more flexible and targeted way to offer incentives. This approach keeps the DC By-law straightforward and consistent, while still giving Council a way to support economic development priorities through a separate program.

Next Steps and Timeline

Based on the original approved motion, the consultants will be presenting a draft Development Charges (DC) By-law to County Council at a public meeting. Administration will return in October with the draft By-law for Council's consideration.

Over the coming months, the consultants and administration will review all feedback received from both the public and County Council to help inform the final version of the By-law. This includes a review of key assumptions used in calculating the proposed charges, as well as expenses that formed the basis of the DC calculation. If any changes are warranted based on this review, they will be reflected in the draft By-law.

It is also worth noting that several items detailed in Bill 17 are currently in the consultation phase. While changes are possible, the consultants' recommendation is to proceed under the current legislation, as it is anticipated that any changes would be grandfathered for municipalities already well underway in their DC process. The timing and final outcome of Bill 17 remain uncertain, as although it has received Royal Assent, many key provisions affecting the County DC process are awaiting regulatory change. Any material legislative changes will be reviewed once finalized, and administration will bring forward any necessary updates at that time.

The letters from LaSalle and the Windsor Construction Association/Heavy Construction Association of Windsor will also be reviewed in detail as part of the draft by-law preparation process. Administration will assess their feedback in context with all other submissions to determine if additional clarification, engagement, or adjustments are warranted in the final by-law. All formal correspondence has been included in Appendix F for Council's reference.

Financial Implications

The implementation of Development Charges will provide a dedicated and sustainable funding source to support the growth-related infrastructure needs of the County. Without the introduction of DCs, the financial responsibility for these costs would fall directly on existing taxpayers through increased property taxes. Based on current growth projections and planned infrastructure investments, this would result in an estimated increase of approximately \$200 per year per average household (valued at \$350,000) to cover the necessary expansion of County services.

By allocating growth-related costs to new development through DCs, the County ensures a fairer distribution of expenses where those benefiting from new infrastructure contribute accordingly. This user-pay approach helps to protect current residents and businesses from disproportionate tax increases, while maintaining the ability to invest in critical services such as roads, emergency medical services, and other growth-supportive infrastructure.

Several additional factors contribute to the rationale for considering DCs at the County level:

- The Province has made it clear that DCs are an expected financial tool for municipalities. Failing to consider them could limit our eligibility for provincial infrastructure funding.
- As an upper-tier municipality, the County has limited revenue tools. Options for funding regional infrastructure are constrained.
- DCs promote fairness by ensuring that the costs of growth are borne by new development, rather than by existing taxpayers.
- Regional services—such as roads, waste diversion, land ambulance, and long-term care—are increasingly impacted by growth pressures. Funding these needs should be shared equitably across development across all municipalities.
- County DCs would apply only to services delivered by the County and would not interfere with local municipalities' existing authority to set and manage their own DCs.
- The development of the DC framework is guided by professional, data-driven studies and includes public transparency and opportunities for local input.
- Phasing in DCs and allowing for targeted exemptions (e.g. affordable housing, non-profits) are potential mechanisms to address community priorities.

As growth in the region continues, the County must be prepared to fund the infrastructure necessary to support it. The choice is not whether to accommodate growth, but how to fund it responsibly. Development Charges represent a proactive and equitable approach to ensuring growth pays for growth, while helping preserve quality of life for existing residents.

A detailed quantification of the potential foregone revenue if Development Charges are not adopted at the County level is provided in Appendix B.

Consultations

- Brent Klundert, Vice-President, Windsor Essex Home Builders Association
 - Norbert Bolger, President, Windsor Essex Home Builders Association
 - Ryan Donally, President & CEO, Windsor Essex Chamber of Commerce
 - Wendy Stark, Director, Business Retention and Expansion IWE
- Local Municipal Planners and Treasurers

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☒ Focusing "Team Essex County" for Results ☒ Advocating for Essex County's Fair Share	☐ Being an Employer with Impact ☐ A Government Working for the People ☐ Promoting Transparency and Awareness	☒ Providing Reliable Infrastructure for Partners ☒ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council receive approve report number 2025-0806-FIN-R21-MR, County Development Charges Initiative Update and Summary of Public Feedback as information and

THAT County Council Provide guidance on priorities for the draft Development Charges By-law, including potential exemptions, phased implementation and affordable housing considerations.

Approvals

Respectfully Submitted,

Melissa Ryan

Melissa Ryan, CPA, Director, Financial Services/Treasurer

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Page 10
Administrative Report
August 6, 2025
County Development Charges Initiative Update and Summary of Public Feedback

Appendix	Title
A	Public Feedback and Administration Response Table
B	AMO Myths and Truths
C	Overview of Statutory and Non-Statutory Development Charge Exemptions in the Windsor-Essex Area
D	Average Home Price in Windsor-Essex
E	Financial Impact Analysis of Removing Long-Term Care DCs and Phase-in
F	Official Letters of Feedback on County DC Study

Appendix A

Feedback Theme	Comment Summary	County Response
Affordable Housing	Multiple comments that DCs will make affordable/attainable housing even harder to achieve.	DCs fund growth-related services, not general taxation. Appendix D provides data showing most new builds in the County are already well above affordable thresholds. Provisions for statutory exemptions for affordable housing are also included.
Collection Concerns	Concern raised about locals being questioned on the additional DCs since they will collect.	The local municipalities will collect the County DCs at the same time they collect their own, but the funds will be remitted to the County. This will be clearly communicated to avoid confusion.
Consultation Process	LaSalle noted that formal consultation with local administrations occurred after the draft study was released, missing earlier input opportunities.	While the draft was released prior to formal consultation, staff conducted meetings in all seven municipalities and with local technical staff. Feedback is actively being incorporated into the model as part of the consultation phase.
Fairness Across Locals	Comments about unequal impact due to varying growth and timing in different municipalities.	The charges are based on a uniform rate for County-wide services and consider planned growth over 10 years across all municipalities. Local projects and timing were considered during planning.
Geographic Equity	Concern from LaSalle that high-growth municipalities like theirs may bear a disproportionate share of costs without seeing proportional benefit.	Projects were selected based on a County-wide growth lens using objective service data and master plans. The goal is equitable investment based on need across all municipalities.

Appendix A

Feedback Theme	Comment Summary	County Response
Industrial Exemptions	Requests were made to consider industrial exemptions to promote economic development.	Administration recommends addressing industrial exemptions through the upcoming Community Improvement Plan (CIP) instead of the DC By-law. This approach allows for more flexibility and keeps the by-law consistent.
Master Plan Timing	Request for the County finish its Transportation Master Plan before implementing DCs, particularly with regard to road downloads.	Any road downloads to local municipalities will be coordinated through individual agreements. No growth-related projects are currently scheduled for download.
Overall Cost Increase	Concerns raised about the increase from the previous \$139M 10-year road expansion program to over \$500M.	The increase reflects updated infrastructure costs, inflation, and anticipated growth projections over the next 10 years. All projects included were identified through approved master plans and strategic documents.
Perceived Duplication	Concerns about adding DCs when locals already collect DCs.	The County DCs are for upper-tier services (paramedic services, roads, etc.) that locals are not responsible for providing.
Premature Timing	Concern from LaSalle and WCA/HCAW that DCs are being introduced before foundational studies like the Road Rationalization and Master Plan are completed.	At this time, there are no growth-related projects in the DC model that would be affected by the Roads Rationalization or Master Plan studies. Should any downloading of roads occur in the future, any related growth infrastructure would be addressed and incorporated into the terms of those transfer agreements. The DC model remains subject to refinement as new studies are completed.

Appendix A

Feedback Theme	Comment Summary	County Response
Public Burden	Concern that the public is already taxed enough and that DCs are an additional burden.	Development Charges shift growth-related costs from existing taxpayers to developers, ensuring growth pays for growth.
Regional Transit	Public asked whether regional transportation costs are included.	Regional transit is not included in this DC by-law as there is no Council direction to proceed with it at this time.
Timing	Concern about poor timing given current economic climate.	A phase-in approach is being explored. Appendix E shows how the phase-in affects revenue.
Transparency on Projects	Some noted confusion about what the DCs will pay for.	A complete list of projects is available in the Background Study. These are based on approved Master Plans and reflect planned growth infrastructure needs (roads, EMS, etc.).

2024 Housing Targets in Ontario

Municipalities are doing everything in their power to increase housing supply and affordability, and work towards the province's ambitious target of building 1.5 million homes over 10 years.

However, Ontario's population continues to grow faster than homes are being built, and home prices continue to increase much faster than incomes. Many Ontarians still cannot afford to enter the real estate market.

Despite years of headlines, provincial policy changes and funding announcements, housing starts for 2024 are significantly lower than 2023. Between April and September, housing starts in 2024 were 17% lower than in 2023.¹ As part of its Fall Economic Statement, the provincial government revised down its forecasts for 2024 housing starts to 81,000 – well below its stated target of 125,000.

Why is this happening?

Market factors behind developers' decisions not to build

In Ontario, governments don't build housing – developers build housing as part of a market system. Taking into consideration factors like demand, supply and input costs, developers make business decisions about what and when to build and how to price homes in a way that maximizes profits.

2024 housing construction numbers are only now reflecting the impacts of the significant macro-economic factors that reached their peak in 2023, making it a bad time to build. These include:

Rising construction costs. The historic inflation that rocked Canadian consumers in 2023 pales in comparison to the construction sector. Canada's residential construction price index has soared 51% since 2020,² nearly four times more than Consumer Price Index for all goods and services. As well as eating into developer profits, inflation means municipalities are on the hook for much higher costs for infrastructure like water and sewer systems. This either translates into higher development charges or higher property taxes.



A shortage of workers. The lack of construction workers, particularly in the skilled trades, is driving up the labour costs for homebuilding. Wages in the sector grew 9% in 2022, nearly double the pace of other industries.³

High interest rates. Interest rates increased sharply by 4.75% in a sixteen-month period across 2022 and 2023. Rates didn't start to decline until June 2024.⁴ Increased borrowing costs not only squeezed more homeowners out of the market, but made financing significantly more expensive for developers, as well as municipalities.

¹ Financial Accountability Office of Ontario. <https://www.fao-on.org/en/Blog/Publications/OEM-2024-Q3>

² RBC. <https://thoughtleadership.rbc.com/proof-point-soaring-construction-costs-will-hamper-canadas-homebuilding-ambitions/>

⁴ Globe and Mail. <https://www.theglobeandmail.com/topics/bank-of-canada/>

Myths vs Reality: Development Charges (DCs), Reserves and Municipal Housing Targets

Myth	Reality
If municipalities didn't collect DCs, home prices would go down.	Without DCs, there's no guarantee developers would pass along significant savings to homebuyers. Property taxes would have to cover the costs to extend services to new homes, impacting both homebuyers and existing residents.
We don't need DCs to pay for growth.	In 2022, property tax revenue would have had to increase about 20% to replace DC funds as a source of funding for all of the infrastructure – including sewers, water, roads, police stations – needed to support new housing.
Municipal DCs are a big part of government fees on a project.	Federal and provincial taxes make up 76% ⁵ of government fees on new homes. Unlike with DCs, none of these funds are required to be invested back into growth related costs.
Lengthy municipal planning approvals are also to blame for low new housing starts.	Municipalities have been taking steps to tighten up planning approval timelines, many shaving months off the process. Across Ontario, construction has not started on 330,000 housing units that already have municipal planning approvals in place. ⁶
Municipalities have ample reserves to pay for growth.	Almost all reserve funds are committed to specific projects. ⁷ Reserve funds are heavily regulated by the province, which require municipalities to use these funds for specific purposes, including keeping assets in a state of good repair and investing in growth infrastructure.
Municipality-specific housing targets provide clear direction, accelerating housing development.	While municipality-specific housing targets can provide a useful framework for increasing housing supply, they don't always guarantee more housing starts. This is especially true as the annual targets Ontario assigned fifty municipalities are misaligned with reality. Targets were based on outdated growth projections and don't accurately reflect available development land, existing site servicing capacity, updated population growth projections, economic headwinds and developer decisions.

⁵ The Canadian Centre for Economic Analysis. [CANCEA-TaxationOfOntarioHousing_2023.pdf](#)

⁶ KPEC for BILD. <https://www.bildgta.ca/wp-content/uploads/2024/02/FINAL-Use-It-Optimizing-Municipal-Development-Pipelines-February-2024.pdf>

⁷ Financial Accountability Office of Ontario. <https://www.fao-on.org/en/Blog/Publications/municipal-finances-2020>

APPENDIX C

**OVERVIEW OF STATUTORY AND NON-STATUTORY
DEVELOPMENT CHARGE EXEMPTIONS IN THE
WINDSOR-ESSEX AREA**

As part of the process to develop a new development charges (DC) by-law for the County of Essex, this appendix provides an overview of statutory and non-statutory DC exemptions in existing municipal DC by-laws across the Windsor-Essex region. The review includes by-laws from all seven lower-tier municipalities within the County, as well as the City of Windsor and the Municipality of Chatham-Kent.

i. **Statutory Exemptions**

The *Development Charges Act* (DCA) mandates a number of exemptions from the payment of DCs, including:

- **Affordable housing**
 - **Rental Units** – exempt if the rent is no greater than the lesser of the income-based affordable rent (i.e. 30% of gross annual household income at the 60th percentile for renter households in the municipality) OR the average market rent;
 - **Ownership Units** – exempt if the price is no greater than lesser of the income-based affordable purchase price (i.e. a purchase price resulting in accommodation costs of 30% of gross annual income at the 60th percentile for households in the municipality) OR 90% of average purchase price.

These affordability thresholds are set out in an online bulletin published by the Minister. To qualify for exemption, rental or ownership agreements must be at arm's length, and the units must be subject to an agreement ensuring affordability for at least 25 years.

- **Attainable housing** – this exemption exists in legislation but is not yet defined or in force.
- **Non-profit housing** – means the development of a building or structure intended for use as a residential premises and developed by,
 - a not-for-profit corporation under the *Not-for-Profit Corporations Act* or *Canada Not-for-profit Corporations Act* in good standing, with a primary mandate to provide housing;
 - a non-profit housing co-operative that is in good standing under the *Co-operative Corporations Act*.
- **Long-term care homes** – as defined under the *Fixing Long-Term Care Home Act*.
- **Additional residential units** – exemptions apply in new and existing units for:

- A second residential unit in a detached house, semi-detached house or rowhouse provided all structures on the lot contain no more than one unit.
- A third unit in such dwellings, provided no ancillary building contains any residential units.
- One ancillary residential unit, if the primary dwelling contains no more than two residential units and no other structure contains residential units.
- **Units in existing rental residential buildings** – the creation of the greater of the following in an existing rental residential building, which contains four or more residential units, is exempt from DCs:
 - 1 residential unit;
 - 1% of the existing residential units.
- **Industrial expansions** – exempt if the gross floor area of an existing industrial buildings is enlarged by 50% or less.
- **Municipalities, Municipal Boards, and School Boards.**

In addition to exemptions, the DCA provides mandatory discounts for purpose built rental housing, defined as a “development of a building or structure with 4 or more residential units all of which are intended for use as rented residential premises”:

- **25% discount** – units with 3 bedrooms or more
- **20% discount** – units with 2 bedrooms
- **15% discount** – units with 1 bedroom or less

ii. Non-Statutory Exemptions

The County may choose to include additional exemptions in its DC by-law beyond those required by the DCA. These *non-statutory* exemptions must be funded from non-DC sources (i.e. property taxes), as they cannot be recovered through increased charge on other types of development.

Table 1 below summarizes the non-statutory exemptions found in comparator municipal DC by-laws. Common exemptions include non-residential farm or agriculture buildings constructed for bona fide farm use, places of worship, and cemeteries.

Of particular note is that:



- the Municipality of Chatham-Kent provides a DC discount of up to 50% for rental housing with 50 or more dwelling units, and
- the Town of LaSalle exempts certain non-residential and apartment developments, provided development applications were executed prior to June 30, 2022.

Table 1 – DC Non-Statutory Exemptions

Municipality	Farming Uses	Places of Worship/Cemetery	Public Hospital	Private Schools	Brownfield Development	Industrial Use	Parking Garage	Student Accommodations	Airport	Conversion of Existing Non-Res Building to Residential	Residential Accessory Buildings with Service Connections
Town of LaSalle											
Town of Tecumseh	✓										
Town of Lakeshore	✓	✓									
Town of Amherstburg	✓	✓									
Town of Kingsville	✓	✓									
Town of Essex	✓	✓	✓								
Municipality of Leamington	✓ ¹			✓ ³							✓ ⁴
City of Windsor				✓	✓	✓			✓		
Municipality of Chatham-Kent	✓ ¹	✓	✓ ²		✓		✓	✓			

¹ Excludes greenhouses and bunk houses² Includes Catham-Kent's Children's Treatment Centre³ Includes land vested or leased to a university that receives regular or ongoing operating funds from the government for the purposes of post-secondary education⁴ Excludes bunk houses

APPENDIX D

AVERAGE HOME PRICE IN WINDSOR-ESSEX

As of May 2025, there were approximately 1,200 active real estate listings across the Windsor-Essex region. By June 2025, the number of listings had increased to roughly 1,340. The average house price in Windsor-Essex County in June 2025 was approximately \$582,100—an increase of \$16,800 or 2.9% compared to June 2024.

Figure 1, sourced from the Windsor-Essex County Association of Realtors, illustrates the change in average house prices from 2024 to 2025.¹

Figure 1 – Average House Price in Windsor-Essex (2024-2025)



As noted above, the average price of a single-detached home in June 2025 was \$582,131. Figure 2 illustrates the share of development charges (DCs) relative to the average housing price in Windsor-Essex.

For example, the County’s calculated DC for a single detached unit is \$12,956, which is 2% of the average home price. When lower-tier municipal and area-specific DCs are included, the total DC burden ranges from:

- 8% of the average house price in municipalities such as Essex, Amherstburg, Lakeshore, and Tecumseh; and
- 4% in Leamington.

¹ https://wecartech.com/wecfiles/stats_new/2025/25jun/



Figure 2 – Development Charges as a Share of Average Single-Detached Unit (SDU) House Price in Windsor -Essex

Municipality	Upper-Tier	Lower-Tier	ASDC	Total	Total DC Share of SDU Price	County DC Share of SDU Price	Local DC Share of SDU Price
Essex (2024) – McGregor Service Area	\$12,956	\$19,971	\$15,144	\$48,071	8%	2%	6%
Amherstburg (2024)	\$12,956	\$34,744	\$0	\$47,700	8%	2%	6%
Lakeshore (2020) – Urban Area	\$12,956	\$34,581	\$0	\$47,537	8%	2%	6%
Tecumseh (2024) – Urban Area	\$12,956	\$21,356	\$12,560	\$46,872	8%	2%	6%
LaSalle (2020) – Town Centre Sanitary Service Area	\$12,956	\$27,775	\$2,546	\$43,277	7%	2%	5%
Kingsville (2023) – Urban Area	\$12,956	\$19,459	\$0	\$32,415	6%	2%	3%
Leamington (2022) – Urban Area	\$12,956	\$12,105	\$0	\$25,061	4%	2%	2%

APPENDIX E

FINANCIAL IMPACT ANALYSIS OF REMOVING LONG-TERM CARE DCs AND PHASE-IN

This appendix calculates the potential development charge (DC) revenue loss arising from:

- removing the long-term care service component of the residential DC calculation set out in the County of Essex Development Charges Background Study (April 2025); and
- phasing-in the fully calculated DCs over four years from January 1, 2026.

A. REVENUE LOSS FROM REMOVING LONG-TERM CARE DC COMPONENT

The current calculated residential DC under the Background Study is \$3,913.84 per capita. If the long-term care component is removed, the charge decreases to \$3,788.77 per capita. As the long-term care service is fully attributable to residential development, the non-residential DC rate remains unchanged at \$46.34 per square metre.

Assuming the calculated DC rates are adopted, the County is projected to collect approximately \$165.1 million in DC revenues over the 2026-2035 period. Without the long-term care component, projected revenues fall to \$161.0 million, representing a reduction of \$4.1 million, or 2.5% over the 10-year period (approximately \$406,800 per year).

Scenario	10-Year Total	Average Annual
With Long-Term Care DC	\$165,109,077	\$16,510,908
Without Long-Term Care DC	\$161,041,165	\$16,104,117
Difference (\$)	\$4,067,912	\$406,791
Difference (%)	2.5%	2.5%

B. REVENUE LOSS UNDER A 4-YEAR PHASE-IN

The table below shows the phased implementation of DC rates over four years:

Year	Phase-In %	Residential Charge Per Capita	Residential Charge Per SDU ¹	Non-Residential Charge Per Sq.M.
Year 1	25%	\$978.46	\$3,239.00	\$11.59
Year 2	50%	\$1,956.92	\$6,478.00	\$23.17

¹ SDU (Single Detached Unit)

Year 3	75%	\$2,935.38	\$9,717.00	\$34.76
Year 4	100%	\$3,913.84	\$12,956.00	\$46.34

If a 4-year phase-in is applied, total DC revenues over the 10-year period are estimated at \$141.3 million, resulting in a revenue shortfall of \$23.8 million, or 14.4%, compared to full implementation. This equates to an average annual loss of approximately \$2.4 million.

Scenario	10-Year Total	Average Annual
Full DC Rates Implemented Immediately	\$165,109,077	\$16,510,908
4-Year Phase-In of DC Rates	\$141,280,834	\$14,128,083
Difference (\$)	\$23,828,243	\$2,382,824
Difference (%)	14.4%	14.4%



May 29, 2025

Mayor Meloche and Members of Council
5950 Malden Road
LaSalle, ON N9H 1S4

Dear Mayor Meloche and Members of Council,

On behalf of the Windsor Construction Association (WCA) and Heavy Construction Association of Windsor (HCA) membership which consists of over 400 member companies to include, General Contractors, Sub-Contractors, Suppliers and Associate members we write to you express our concerns on the outcomes and potential impacts that the most recent Development Charges study report recommends relative to the “potential” maximum fees to charge in various sectors and regions in the Town of LaSalle.

First, our Industry understands the need for the collection of such development fees, which effectively offset costs associated with Municipal growth, such as new public works capital expenditures and infrastructure capacity improvements, as well as the expansion of recreational, and other municipal services to maintain the same level of service which are made available to existing citizens of the Town of LaSalle. Moreover, most of our industry stakeholders are direct benefactors from the allocations of these financial resources when they are issued in the form of Construction tenders, so it stands to reason that as more fees are collected than a greater amount of Public Capital contracts will be issued to our benefit.

We also recognize and acknowledge that if such Development Charges were not collected, that Capital expenditure related to growth would otherwise be burdened on the existing rate payers by their annual property taxes.

In these regards, however, and with an abundance of caution, we strongly oppose a motion by County Council to immediately adopt the “maximum fee schedule per sector” as recommended in the study. These recommended increases are very significant and if adopted will most certainly have a negative effect on future investor intentions in all sectors and regions in the town.

2880 Temple Drive Suite 100
Windsor ON Canada • N8W 5J5
Ph: 519-974-9680 • Fax: 519-974-3854
construction@wca.on.ca • www.wca.on.ca

2880 Temple Dr., Suite 100
Windsor, ON N8W 5J5 • p: 519.974.9680
info@HCAWindsor.com • f: 519-974-3854
www.HCAWindsor.com

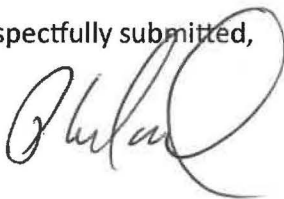
The WCA and HCA, therefore, highly recommend Town of Tecumseh Council motion and approve a “phased increase approach over several years” for all sectors to include Commercial, Institutional, and Residential developments. Such a phased in approach will allow for existing project investors not to completely abandon their investment intentions and more readily absorb these costs.

In addition, we strongly advocate and recommend that Industrial Development Charges remain exempt from such fees as our community’s economy is extremely dependent on manufacturing, and imposing such fees would make our community less competitive and less desirable on a global scale.

Please keep in mind, that whatever Council decide to charge, that these fees are merely being passed onto potential investors and clients by our Contractors. It is the homeowner, or office managers, retailers, or manufacturers that pay these fees. These clients will then evaluate their total investment costs considering these and all other cost factors and will compare these total costs in the Town of Tecumseh versus neighboring communities, or perhaps completely different regions of the Province or Country. Clearly if in their deliberations a customer feels they will receive the same service levels etc. in a community which is less expensive than they are more likely to invest there.

These realities are for your consideration and the establishment of a well-balanced approach to recovering costs associated with Municipal growth and the allocations of these costs are completely at your discretion, so we ask you to consider these and the potential outcomes carefully.

Respectfully submitted,



Phil Morand

President, WCA



Marco Gardonio

President, HCA

CC: County of Essex Warden and Council



May 29, 2025

Mayor McNamara and Members of Council
917 Lesperance Road
Tecumseh ON N8N 1W9

Dear Mayor McNamara and Members of Council,
On behalf of the Windsor Construction Association (WCA) and Heavy Construction Association of Windsor (HCA) membership which consists of over 400 member companies to include, General Contractors, Sub-Contractors, Suppliers and Associate members we write to you express our concerns on the outcomes and potential impacts that the most recent Development Charges study report recommends relative to the “potential” maximum fees to charge in various sectors and regions in the Town of Tecumseh.

First, our Industry understands the need for the collection of such development fees, which effectively offset costs associated with Municipal growth, such as new public works capital expenditures and infrastructure capacity improvements, as well as the expansion of recreational, and other municipal services to maintain the same level of service which are made available to existing citizens of the Town of Tecumseh. Moreover, most of our industry stakeholders are direct benefactors from the allocations of these financial resources when they are issued in the form of construction tenders, so it stands to reason that as more fees are collected than a greater amount of Public Capital contracts will be issued to our benefit.

We also recognize and acknowledge that if such Development Charges were not collected, that Capital expenditure related to growth would otherwise be burdened on the existing rate payers by their annual property taxes.

In these regards, however, and with an abundance of caution, we strongly oppose a motion by County Council to immediately adopt the “maximum fee schedule per sector” as recommended in the study. These recommended increases are very significant and if adopted will most certainly have a negative effect on future investor intentions in all sectors and regions in the town.

2880 Temple Drive Suite 100
Windsor ON Canada • N8W 5J5
Ph: 519-974-9680 • Fax: 519-974-3854
construction@wca.on.ca • www.wca.on.ca

2880 Temple Dr., Suite 100
Windsor, ON N8W 5J5 • p: 519.974.9680
info@HCAWindsor.com • f: 519-974-3854
www.HCAWindsor.com

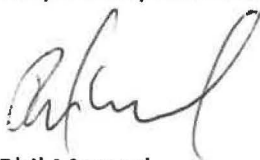
The WCA and HCA, therefore, highly recommend Town of Tecumseh Council motion and approve a “phased increase approach over several years” for all sectors to include Commercial, Institutional, and Residential developments. Such a phased in approach will allow for existing project investors not to completely abandon their investment intentions and more readily absorb these costs.

In addition, we strongly advocate and recommend that Industrial Development Charges remain exempt from such fees as our community’s economy is extremely dependent on manufacturing, and imposing such fees would make our community less competitive and less desirable on a global scale.

Please keep in mind, that whatever Council decide to charge, that these fees are merely being passed onto potential investors and clients by our Contractors. It is the homeowner, or office managers, retailers, or manufacturers that pay these fees. These clients will then evaluate their total investment costs considering these and all other cost factors and will compare these total costs in the Town of Tecumseh versus neighboring communities, or perhaps completely different regions of the Province or Country. Clearly if in their deliberations a customer feels they will receive the same service levels etc. in a community which is less expensive than they are more likely to invest there.

These realities are for your consideration and the establishment of a well-balanced approach to recovering costs associated with Municipal growth and the allocations of these costs are completely at your discretion, so we ask you to consider these and the potential outcomes carefully.

Respectfully submitted,



Phil Morand

President, WCA



Marco Gardonio

President, HCA

CC: County of Essex Warden and Council



Date: July 11, 2025

To:

Warden and Members of Essex County Council
County of Essex
360 Fairview Avenue West
Essex, ON N8M 1Y6

Subject: Official Response to the Essex County Development Charge Background Study

Dear Warden and Members of County Council,

On behalf of the Council of the Town of LaSalle, we wish to thank you for the opportunity to provide feedback on the draft Essex County Development Charge (DC) Background Study, as presented at the April 2, 2025 County Council meeting.

Following a thorough review of the study and in accordance with Council Report FIN-08-2025, we respectfully submit the following concerns and recommendations for your consideration during the public consultation period:

1. Timing of the Background Study

The timing of the DC Background Study appears premature given that the County Road Rationalization Study and the Essex County Roads Master Plan remain incomplete. These studies may significantly alter the ownership and responsibility for road infrastructure, which is particularly relevant as 91% of the proposed development charge is attributed to roads and highways. We recommend deferring finalization of the DC By-law until these foundational documents are complete to ensure accuracy and fairness in the allocation of costs.

2. Consultation with Local Municipalities

While we acknowledge and appreciate the County's efforts to engage with lower-tier municipalities following the April 2, 2025 County Council meeting—including hosting public meetings in each municipality—we remain concerned that no formal consultation with local municipal administrations occurred prior to the completion of the draft Development Charges Background Study.

This lack of early engagement meant that local municipalities were not given the opportunity to contribute their technical knowledge and project-specific insights during the formative stages of the study. As a result, key assumptions and project inclusions may not fully reflect local realities or priorities. We strongly recommend that future iterations of the study incorporate structured, formal consultation with municipal administrations from the outset to ensure a more collaborative and accurate planning process.

3. Equity and Geographic Distribution of Projects

Given LaSalle's status as a high growth municipality in Essex County, our developers are likely to contribute a disproportionately high share of County development charges. It is imperative that the projects funded through these charges demonstrably benefit the entire County, rather than primarily serving select municipalities. This could include consideration of geographic equity when determining location of services, and data-substantiated considerations in the use of services and infrastructure to determine the true 'county-wide' nature.

Conclusion

The Town of LaSalle supports the principle that growth should pay for growth. However, we believe that the current draft of the DC Background Study requires further refinement to ensure it is equitable, transparent, and based on accurate and complete information. We respectfully request that the County consider the above concerns and recommendations before proceeding with the finalization of the Development Charges By-law.

We appreciate your attention to this matter and look forward to continued collaboration in planning for the future growth of Essex County.

Sincerely,



Dale Langlois CPA, CA

Director of Finance, Town of LaSalle
On behalf of LaSalle Town Council



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Melissa Ryan, CPA, Director, Financial Services/Treasurer

Date: Wednesday, August 6, 2025

Subject: Tax Deferral Program Discussion

Report #: 2025-0806-FIN-R24-MR

Purpose

To provide County Council with an update regarding the motion directing the County Treasurer to explore options for municipal property tax relief for businesses affected by recently imposed international tariffs, in consultation with local municipal Treasurers.

Background

On May 7, 2025, County Council passed the following motion:

"That the County Treasurer discuss targeted municipal property tax relief with the Treasurers of the local lower-tier municipalities, in order to make suggestions to provide relief to businesses impacted by recently imposed tariffs, and report back to County Council regarding same."

This motion was introduced in connection with Council Report 2025-0507-FIN-R12-MR–Canada First Strategy, as a response to the continued economic pressures local businesses are facing due to trade tariffs.

Discussion

As directed, the County Treasurer consulted with local lower-tier Treasurers to examine the feasibility of implementing a property tax deferral program for businesses affected by tariffs. While there was strong empathy for the challenges faced by the business community, the collective view was that a local deferral program would not be the most effective or practical tool at this time. This conclusion was reached for the following reasons:

Melissa Ryan, CPA, Director, Financial Services/Treasurer
Corporation of the County of Essex, 360 Fairview Ave. W., Essex, ON N8M 1Y6
Phone: 519-776-6441, ext. 1312; Email: mryan@countyofessex.ca

- **Robust Federal and Provincial Supports Are in Place**

Businesses impacted by tariffs currently have access to a broad and well-resourced suite of relief programs delivered by the federal and provincial governments. These include duty relief and remission, corporate tax deferrals, working capital loans, and targeted sector supports. A detailed summary is provided in *Appendix A*.

- **Timing Within the Taxation Year**

At this point in the year, most municipalities have issued or collected the final 2025 tax bills. Introducing a deferral program mid-year would present significant administrative and logistical challenges, particularly with respect to recalculating bills and payment schedules.

- **Limited Local Uptake Elsewhere**

To date, Toronto is the only known Ontario municipality to implement a tariff-related industrial tax deferral program. Their program is narrowly scoped, temporary in nature, and ends in November 2025. Further detail is included in *Appendix B*.

- **Administrative and Operational Complexity**

A municipal deferral program would require intake, eligibility screening, revised billing processes, and potential collections and enforcement procedures. Municipal Treasurers expressed concern that this would place considerable strain on existing staffing resources, particularly in smaller municipalities.

- **Short-Term Cash Flow Impact**

While a deferral program would not reduce tax revenue, it would delay cash inflows to municipalities at a time when other financial pressures are ongoing.

- **Uncertainty of Impact**

Existing provincial and federal debt programs have been unattractive to some local businesses because they create a financial obligation that needs to be repaid at some point in the uncertain future. Similarly, a tax deferral program will not eliminate the obligation to pay property taxes. It will defer taxes to the future. If in the future, a property owner remains unable to pay their taxes, there is a risk that the property would trigger tax sale thresholds and entering a tax deferral program may exacerbate the financial hardships facing the business.

In light of these factors, and recognizing the supports already available to businesses through other orders of government, Administration is not recommending a County led deferral program at this time. However, we

remain committed to working with our municipal and economic development partners to monitor impacts and identify other tools that may support business resiliency.

Financial Implications

A tax deferral program would not reduce overall municipal revenues but would delay the timing of collection. For most municipalities, this would result in short term cash flow constraints. Additionally, the administrative resources required to launch and manage such a program would be significant, especially for municipalities with lean financial teams. These costs must be weighed carefully against the value added by such a local initiative, particularly when higher level supports are already active and accessible.

Consultations

Local Municipal Treasurers

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☐ Focusing “Team Essex County” for Results ☐ Advocating for Essex County’s Fair Share	☐ Being an Employer with Impact ☐ A Government Working for the People ☒ Promoting Transparency and Awareness	☐ Providing Reliable Infrastructure for Partners ☐ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

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Administrative Report
August 6, 2025
Tax Deferral Program Discussion

Recommendation

That Essex County Council receive report number 2025-0806-FIN-R24-MR, Tax Deferral Program Discussion as information and that no further action be taken regarding a municipal property tax deferral program at this time.

Approvals

Respectfully Submitted,

Melissa Ryan

Melissa Ryan, CPA, Director, Financial Services/Treasurer

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
A	Summary of Available Federal and Provincial Relief Programs for Tariff Impacted Businesses
B	Overview of the City of Toronto’s Industrial Tax Deferral Program

Appendix A – Summary of Federal and Provincial Programs Supporting Businesses Affected by Trade Tariffs

As of July 9, 2025

This appendix outlines current federal and provincial programs that provide direct or indirect financial support to Canadian businesses impacted by international trade disruptions, including tariffs and retaliatory measures. These programs offer relief through duty remissions, tax deferrals, funding, and operational cost reductions.

A. Federal Programs

1. Duties Relief Program

- *Description:* Allows businesses to import goods without paying duties if the goods are later exported or used in exported products.
- *Administered by:* Canada Border Services Agency (CBSA)
- *Timeframe:* Ongoing

2. Duty Drawback Program

- *Description:* Provides refunds for duties paid on imported goods that are later exported.
- *Administered by:* CBSA
- *Timeframe:* Ongoing (claims accepted up to 4 years after import)

3. Tariff Remission Process

- *Description:* Permits businesses to apply for remission of duties under hardship or national interest criteria related to retaliatory tariffs.
- *Administered by:* Department of Finance Canada
- *Timeframe:* Applies to goods imported up to October 15, 2025; applications accepted up to 2 years post-import

4. GST/HST and Corporate Tax Deferral

- *Description:* Temporary deferral of GST/HST remittances and corporate tax payments to ease cash flow constraints for tariff-affected businesses.
- *Administered by:* Canada Revenue Agency (CRA)
- *Timeframe:* April 2 to June 30, 2025

5. **Large Enterprise Tariff Loan (LETL)**

- *Description:* Provides working capital and liquidity loans to large businesses significantly impacted by trade disruptions.
- *Administered by:* Department of Finance Canada
- *Timeframe:* Launched June 2025; open through the end of 2025

6. **Export Development Canada – Trade Impact Program (TIP)**

- *Description:* Offers up to \$5 billion in credit insurance, working capital, and trade financing for export-oriented businesses affected by tariffs.
- *Administered by:* Export Development Canada (EDC)
- *Timeframe:* Active from March 2025 through March 2027

7. **BDC – Low-Cost Loans**

- *Description:* Provides up to \$500 million in affordable loans to small and medium-sized enterprises affected by increased costs or trade barriers.
- *Administered by:* Business Development Bank of Canada (BDC)
- *Timeframe:* Launched March 2025; currently open

8. **FCC Agri-Food Relief**

- *Description:* Offers \$1 billion in financing, loan deferrals, and working capital to Canadian agri-food businesses facing trade-related pressures.
- *Administered by:* Farm Credit Canada (FCC)
- *Timeframe:* Announced March 2025; ongoing

9. **Enhanced EI Work-Sharing Program**

- *Description:* Expands access to EI Work-Sharing to help businesses retain staff through temporary downturns related to tariffs.
- *Administered by:* Employment and Social Development Canada (ESDC)
- *Timeframe:* Active since March 2025; ongoing

B. Provincial Programs (Ontario)

1. Ontario Made Manufacturing Investment Tax Credit

- *Description:* 10% refundable corporate income tax credit for eligible investments in manufacturing and processing buildings and equipment.
- *Administered by:* Ontario Ministry of Finance
- *Timeframe:* Available for taxation years ending after March 23, 2023; ongoing through 2025 and beyond

2. Advanced Manufacturing Strategy

- *Description:* \$780 million over three years to support reshoring, productivity, and modernization in Ontario's manufacturing sector.
- *Administered by:* Ministry of Economic Development, Job Creation and Trade
- *Timeframe:* 2025–2028

3. Eastern and Southwestern Ontario Development Funds

- *Description:* Provides grants and loans to support regional business expansion, innovation, and job creation.
- *Administered by:* Ministry of Economic Development, Job Creation and Trade
- *Timeframe:* Ongoing; multiple intake periods per year

4. Ontario Innovation Tax Credit

- *Description:* Refundable tax credit for eligible research and development expenditures to encourage innovation.
- *Administered by:* Ontario Ministry of Finance
- *Timeframe:* Ongoing; applies annually to qualifying R&D expenditures

5. Skills Development Fund – Capital Stream

- *Description:* Funds new or upgraded training facilities and equipment to help businesses meet workforce needs driven by economic change.
- *Administered by:* Ministry of Labour, Immigration, Training and Skills Development
- *Timeframe:* Multi-year program launched in 2023; continues through 2026 and beyond

6. Invest Ontario

- *Description:* Funds new or upgraded training facilities and equipment to help businesses meet workforce needs driven by economic change.
- *Administered by:* Ministry of Labour, Immigration, Training and Skills Development
- *Timeframe:* Multi-year program launched in 2023; continues through 2026 and beyond

Appendix B – City of Toronto: Industrial Property Tax Deferral Program

As of July 9, 2025

Overview

In response to the economic impact of U.S. tariffs on Canadian manufacturers, the City of Toronto launched a targeted Industrial Property Tax Deferral Program in 2025. The program is designed to support manufacturers located in Toronto that are experiencing financial hardship due to international trade pressures.

Key Features

- **Eligible Properties:**
 - Must be classified within the industrial tax class (IT, LT, JT).
 - Warehousing, distribution, and logistics centers are not eligible unless the entire property is used for manufacturing.
 - Multi-tenant properties may be eligible only if all tenants operate manufacturing activities and the property owner consents to the application.
- **Eligible Applicants:**
 - Property owners or their authorized agents.
 - Must demonstrate financial hardship specifically related to increased costs or disruptions from U.S. tariffs.
- **Deferral Terms:**
 - Defers final 2025 property tax payments from June 1 to November 30, 2025.
 - No penalties or interest apply during the deferral period.
 - Taxes must be paid in full by November 30, 2025, to avoid reinstatement of standard interest and penalty charges.
- **Application Requirements:**
 - Completed application form.
 - Financial documentation such as:
 - Statements of gross revenue and net income
 - Details of cost increases or tariff exposure
 - Trade documentation (e.g., contracts, supply chain certifications)
 - A signed declaration of hardship due to trade impacts.
 - Owner's authorization if submitted by an agent or tenant.

- **Application Deadline:**
 - Applications for the 2025 program must be submitted by October 31, 2025.
- **Administration:**
 - The program is administered by the City of Toronto Revenue Services.
 - Applications are reviewed and approved on a case-by-case basis.
 - Program information and updates are posted via the City's Property Tax Portal.

Purpose and Policy Context

The program aligns with Toronto's broader economic relief strategy aimed at retaining industrial employers and protecting local jobs. It forms part of the City's coordinated response under the "Sidewalks to Skylines" economic recovery initiative and complements federal trade-related relief.

This program also reflects recommendations from local business advisory groups and trade organizations that requested immediate liquidity tools for impacted manufacturers.



Administrative Report

To: Warden MacDonald and Members of Essex County Council

From: Kyla Pritiko, J.D., Director, Human Resources

Date: Wednesday, August 6, 2025

Subject: Ratification of CUPE 860 and ONA Collective Agreements

Report #: 2025-0806-HR-R08-KP

Purpose

The purpose of this report is to advise County Council that Administration successfully negotiated collective agreements with Canadian Union of Public Employees, Local 860 ("**CUPE 860**") and the Ontario Nurses Association, Local 8 ("**ONA**"), both of which were recently ratified by the respective bargaining unit members, and to recommend that County Council approve associated By-law 2025-31 to enact the collective agreements.

Background

On April 2, 2025, Council approved total compensation parameters for CUPE 860 following consideration of Report 2025-0402-HR-R03-KP. Bargaining committees for both the County and CUPE 860 subsequently negotiated a collective agreement for the period of April 1, 2025 to March 31, 2028. This agreement was successfully concluded within the parameters previously approved by Council and was ratified by the CUPE 860 membership on May 16, 2025.

On June 18, 2025, Council approved total compensation parameters for ONA following consideration of Report 2025-0618-HR-R06-KP. Negotiations with ONA resulted in a collective agreement for the term of April 1, 2023 to March 31, 2025. This agreement was also reached within the parameters authorized by Council and was ratified by the ONA membership on July 3, 2025.

Discussion

The negotiation process with both unions was productive and respectful, with both sides working toward practical solutions. The resulting agreements reflect Council's approved compensation strategies and include wage increases along with a few updates to contract language that support both operational needs and employee engagement.

For CUPE 860, the agreement also includes minor adjustments to benefits and workplace practices to help with recruitment and retention. The ONA agreement, which is retroactive, brings the County in line with sector norms for long-term care and supports day-to-day operations at Sun Parlor Home.

Overall, both agreements were reached within the Council approved parameters.

Financial Implications

There are no new financial impacts beyond what was outlined in the earlier reports to Council (2025-0402-HR-R03-KP for CUPE 860 and 2025-0618-HR-R06-KP for ONA). The costs related to these agreements were already approved by Council.

Consultations

N/A

Strategic Plan Alignment

Working as Team Essex County	Growing as Leaders in Public Service Excellence	Building a Regional Powerhouse
☐ Scaling Sustainable Services through Innovation ☒ Focusing “Team Essex County” for Results ☐ Advocating for Essex County’s Fair Share	☒ Being an Employer with Impact ☐ A Government Working for the People ☒ Promoting Transparency and Awareness	☐ Providing Reliable Infrastructure for Partners ☐ Supporting Dynamic and Thriving Communities Across the County ☐ Harmonizing Action for Growth ☐ Advancing Truth and Reconciliation

Recommendation

That Essex County Council receive report number 2025-0806-HR-R08-KP, Ratification of CUPE 860 and ONA Collective Agreements as information; and, that the Warden and Clerk be authorized to execute the associated by-law at the appropriate time.

Approvals

Respectfully Submitted,

Kyla Pritiko

Kyla Pritiko, Director, Human Resources

Concurred With,

Sandra Zwiers

Sandra Zwiers, MAcc, CPA, CA, Chief Administrative Officer

Appendix	Title
N/A	N/A



The Corporation of the County of Essex
By-Law Number 2025-31

A By-law to Authorize the Execution of a Collective Agreement between CUPE Local 860 (Sun Parlor Home Workers) and the Corporation of the County of Essex.

Whereas it is deemed expedient to execute a Collective Agreement between CUPE Local 860 and the Corporation of the County of Essex;

Now therefore the Council of the Corporation of the County of Essex enacts as follows:

- 1) **That** the Warden and Clerk be, and they are hereby authorized to execute the Collective Agreement, dated April 1, 2025, with an expiration date of March 31, 2028, between CUPE 860 and the Corporation of the County of Essex, a copy of which is appended to this By-law 2025-31; and,
- 2) **That** this By-law 2025-31 be given three readings, and shall come into force and take effect after the final passing.
- 3) **That** this By-law 2025-31 shall take precedence over any by-law deemed to be inconsistent herewith.

Read a first, second and third time and Finally Passed this Sixth day of August, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

By-Law Number 2025-31

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Clerk's Certificate

I, Katherine J. Hebert, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2025-31** passed by the Council of the said Corporation on this **Sixth day of August, 2025.**

Katherine J. Hebert, Clerk
Corporation of the County of Essex

COLLECTIVE AGREEMENT

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

- And -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

Effective: April 1, 2025 - March 31, 2028

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ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union recognizes the Employer as a non-profit Corporation, which is supported by monies raised through taxes.
- 1.02 The Union acknowledges that it is the right of the Employer to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for proper cause, provided that procedures contrary to this Agreement are not used and it is the right of the Union and/or employee to lodge a grievance in the manner and extent herein provided and to have it dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.03 The Union recognizes the right of the Employer to operate and manage the said Sun Parlour Home in accordance with its obligations and in the interest of the residents thereof, and to the community at large and to make and alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Employer until they have been discussed with the Union and the reason for the change is explained. The change will be posted on the bulletin board normally used for this purpose for a period of at least one (1) week.

The Employer shall send to the Union copies of all rules, regulations and policies in force at Sun Parlor Home and, from time to time as they occur, any changes or amendments thereto.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 860 as the exclusive bargaining agent for all its employees save and except the Administrator, Administrative Assistant, Director of Nursing, and Personal Care, Assistant Director of Nursing and Manager of Building Services, Manager of Food & Nutrition Services, Health and Safety/Staff Development Manager, Manager of Resident Services and Clinical Practice, Manager of Life Enrichment, Food Services Supervisor, Clinical Informatics Supervisor, Registered Nurses and Employees in Bargaining Units for which any Trade Union held bargaining rights as of July 1st, 1990, and hereby consents and agrees to negotiate with the Union, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.02 No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of the Collective Agreement.

Unless of a confidential, personal nature and dealing with subject matter not addressed in the Agreement, copies of written agreements between the employee and the Employer shall be forwarded to the Union.

- 2.03 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of the Agreement any other Bargaining agent in respect of any matters herein dealt with.

ARTICLE 3 – RELATIONSHIP

- 3.01 All employees in the Bargaining Unit shall fall into one of the following definitions:

Full-time shall consist of those permanent employees who are employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and a daily shift of eight (8) hours. Such permanent employees shall be entitled to all benefits and conditions of this Collective Agreement.

Part-time shall consist of those permanent employees who are employed to enable the efficient operation of the shift schedules posted from time to time providing days off for a Full-time employee or, to replace those employees in Full-time that are unable to work their regular shift as scheduled for any reason.

Temporary shall consist of an employee who has been hired from outside the Bargaining Unit as a Temporary employee to fill a temporary position. They shall receive those benefits and seniority which are provided to part-time employees. Upon becoming a permanent employee, they shall receive the appropriate benefits of the Collective Agreement. Temporary employees are hired with a start date and an end date. The term of the assignment shall not exceed one (1) year with the exception of a pregnancy/parental leave which shall be the term of the leave, not to exceed eighteen (18) months.

Students shall consist of employees as per the following definition and conditions. Students shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school.

Students will only be used during the summer months, March break and the period between December 10th and January 10th and only when no employees with acquired seniority have been laid off.

These Students shall not be scheduled for any hours more than Full-time or Part-time employees, nor shall they be called in until all other Part-time and Temporary employees have been given an opportunity to accept such hours. Students shall not accumulate seniority under this Collective Agreement, and shall not receive any benefits under this Agreement save and except statutory vacation and basic hospitalization coverage as required under the Employers Health Tax Legislation.

Any amendments to this Article shall be considered but changes will only occur if agreed by both parties.

Benefits

Vacation

Paid Holidays

Longevity Pay

Life Insurance

Pregnancy/Parental top up

Part-time and Temporary Employees

As per Article 18

As per Article 17

As per Article 21.04

As per Article 24.02

As per Article 27

- 3.02 All employees shall give their best effort at all times in performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. The Director of Nursing, the Assistant Director of Nursing, Managers and Supervisors will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at the time extend their fullest cooperation to one another, in order that the assigned work will be carried on efficiently and economically. The Union will not engage in Union activities during working hours unless provided for in the Agreement, or hold meetings at any time in the premises without the permission of the Administrator or designate. Such permission shall not be unreasonably withheld.
- 3.03 The Employer and the Union mutually agree, that no employee shall be in any manner discriminated against, coerced, restrained, or influenced, because of their race, sexual orientation, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization, or because of any of the prohibited grounds under the Ontario Human Rights Code R.S.O. 1990.
- 3.04 The Employer and the Union recognize that this Agreement is subject to all Government regulations as they apply to employees and to the Employer.
- 3.05 To create harmonious relationships between the parties hereto, any problems confronting the Union and which are not likely to be the subject of a grievance shall be discussed with the Director of Nursing, Assistant Director of Nursing, Managers and Supervisors first, then the Administrator. If a settlement satisfactory to the Union is not reached, the Union may so inform, in writing, the Director, Human Resources for the County, who shall refer the matter to the Chief Administrative Officer for consideration and follow up with the Union within thirty (30) days as mutually agreed.
- 3.06 An employee may view the Employer's file on such employee at a mutually agreeable time upon written request to the Administrator.

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01 The Employer shall deduct monthly Union dues from all employees covered by this Agreement. Deductions shall be forwarded by electronic funds transfer to the National Secretary-Treasurer of CUPE **sometime around the** 10th day of the following month for which the dues were levied. This transfer shall be accompanied by a list of names, classifications and total hours worked of employees from whose wages the deductions have been made. The Employer further agrees that on the first remittance of each year it will provide the addresses names of those employees reported upon. A copy of such list shall be provided to the Secretary Treasurer of the Local Union. A three (3) dollar one-time deduction will be deducted from the employees first pay as their assessment fee and sent to CUPE National Secretary-Treasurer which would be included in the monthly remittance.
- 4.02 All employees covered by this Agreement shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment is to be made by payroll deductions, provided membership in the Union remains on a voluntary basis and is not a condition of employment.
- 4.03 At the same time that Income Tax (T4) slips are made available, **employees will be provided with access to their T4 slips which also indicate** the amount of union dues paid by each Union Member in the previous year.

ARTICLE 5 - NEW EMPLOYEES

- 5.01 On commencing employment, the Employer shall introduce the new employee to the area Union Steward or Representative at an appropriate time.

The Employer shall at the time of orientation direct the new employee to the list of current Executive Members as updated and prepared by the Union on County Connect. The employer shall also make available to new employees a copy of the current Collective Agreement **upon request**.

ARTICLE 6 - CORRESPONDENCE

- 6.01 Unless otherwise specified in the Collective Agreement, all correspondence between the parties arising out of this Agreement or incident thereof shall pass to and from the Administrator and the author of the correspondence with a copy to the Secretary of the Union, whose name and address from time to time shall be forwarded to the Employer. As a general practice, the Employer will also send copies of such correspondence to the President of the Union, the National Representative of CUPE and the Director, Human Resources.

ARTICLE 7 - UNION REPRESENTATION

7.01 Any duly appointed representative of the Union, in the employ of the Employer, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance (Three (3) Union Officers) or the negotiation (full executive) of a new Agreement held within working hours without loss of remuneration, provided such employee first obtains permission from the Administrator. The Union is limited to three representatives at meeting(s). Such permission shall not be unreasonably withheld.

7.02 Right of Fair Representation

- (a) The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- (b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.
- (c) Prior to discussions of a disciplinary nature with the Employer, the Union shall be notified no less than one-half (1/2) hour of the nature of the meeting or as soon as practicable to do so.
- (d) Unless otherwise specified, if a member of the Bargaining Unit is required to be in attendance in a meeting with the Employer as provided in this Agreement and such attendance is outside of the employee's regular hours, then such employee(s) shall be entitled to time off equivalent to the amount of time in such meeting which was outside the employee's regular hours at a time suitable to the employee. Such time off shall be with pay. Part-time employees shall be paid at their regular rate of pay for the hours in attendance.

ARTICLE 8 – LABOUR MANAGEMENT

8.01 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of three (3) representatives of the Union, with one (1) alternate who shall only attend if

needed to replace the full-time representatives, and also consisting of three (3) representatives of the Employer, one (1) of whom shall be the Administrator of the Home or designate. The number of representatives may be greater than noted above if by mutual agreement. The Committee shall enjoy the full support of both parties in the interest of improved service to the residents, and job security for the employees.

8.02 **Function of the Committee**

The Committee shall develop a mandate for its continued consideration, which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members subject to Article 8.06.

8.03 **Meetings of Committee**

The Committee shall meet as necessary but not more than once a month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

8.04 **Chairperson of the Meeting**

An employer and Union representative shall be designated as chairpersons and shall alternate in presiding over meetings. Chairperson will have voice and vote.

8.05 **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by the Chairperson as promptly as possible after the close of the meeting. All members of the Committee shall each receive a copy of the minutes within one (1) week following the meeting. The minutes shall be typed and distributed by the Employer. Following distribution of the minutes to the Committee Members said minutes shall be posted appropriately.

8.06 **Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - SENIORITY

9.01 Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer and the Home prior to certification or recognition of the Union. Except as otherwise provided in Article 11.04(a), seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall from lay-off. Seniority, unless otherwise specified, shall operate on a Bargaining-Unit-Wide basis.

9.02 **Seniority List**

The Employer shall maintain a seniority list showing the current classification and seniority date of each employee. Seniority dates for Full-time employees, subject to the provisions of the Article and unless having been employed as a Temporary or Part-time employee or in a supervisory position, shall be their original date of hire.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

Unless otherwise provided in the collective agreement, the seniority lists posted in January and July shall govern how employees are scheduled, called in, **awarded job postings** and provided vacation preference.

9.03 **Calculation of Seniority**

- (a) Except as otherwise provided for in this agreement, it is understood that overall bargaining unit wide seniority shall not be lost as a result of transfers, promotions or demotions within the bargaining unit.
- (b) Part time and Temporary employees' seniority date shall be based on 1850 hours being equal to one year's seniority.
- (c) Should an employee move to or from full time positions, an employee's seniority date shall, in such circumstances, be calculated and adjusted

from any period of time spent in a part-time position on the prorated basis of 1850 hours being equal to one (1) year of seniority.

- (d) If it is necessary as a result of lay-off to transfer an employee from one department to another, the employee shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the Department to which they transferred.
- (e) Departmental seniority shall only be used to determine preference or priority for vacations, and call-ins within a department. For the purpose of this article RPN's and Personal Support Workers/PSWs shall be treated separately from each other.
- (f) Both parties agree that when a temporary employee has completed the temporary assignment, and the employer rehires that employee within thirty (30) calendar days, their entitlement to seniority that was created as a result of the previous assignment shall be retained and continue to accumulate from the new hire date forward.

9.04 **Seniority for New Employees**

- (a) Full-time employees shall be regarded as probationary employees for the first six (6) calendar months continuous employment. At the expiration of said time they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by for a period of more than two (2) weeks. In cases where the continuous employment has been broken as above, the probationary period of six (6) months shall resume.
- (b)
 - (i) Part-time permanent and Temporary employees shall be regarded as probationary employees for the first 720 hours. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence for a period of more than two (2) weeks.
 - (ii) The Employer will do a review of the probationary employee at mid-point through the probationary period.

The Union will be notified of the review.
- (c) Employees who have completed their probationary period as stated above, shall not be required to complete a second probation in the case of job transfer or job posting.

9.05 **Loss of Seniority**

An employee shall lose all seniority and employment shall be deemed terminated if the employee:

- (a) **voluntarily quits the employ of the Employer;**
- (b) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- (c) is absent from work without leave of absence for more than three (3) consecutive days, **without providing a** reasonable justification for such absence;
- (d) fails to report for work within two (2) calendar days after being notified by registered mail, provided that no employee shall fail to lose their seniority or employment if failure to report to work when called is caused by sickness or accident substantiated by a Health Professional's Certificate which shall be provided upon return to work;
- (e) is laid off for a period of more than thirty-six (36) months.
- (f) during a leave of absence is employed in another manner without prior permission.

9.06 **Seniority During Transfers to Supervisory Positions and Within Bargaining Unit**

- (a) The selections or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. Any employee transferred to a supervisory position and subsequently transferred back to a position within the Bargaining Unit shall be credited with accumulated seniority to a maximum of twelve (12) months of the time spent in the supervisory position for the purpose of vacation preference and postings within the Bargaining Unit.
- (b) Subject to Article 11 when an employee is the successful applicant for a job posting from one department to another within the Bargaining Unit they shall be governed by departmental seniority, so that an employee so transferred shall begin to accumulate seniority for the purposes of such department from the date of transfer thereto but shall retain his overall seniority within the Bargaining Unit for all other purposes within the scope of this Agreement.
- (c) Notwithstanding anything contained herein, transfer of employees from one department to another within the Bargaining Unit due to layoff shall be

governed by their overall seniority within the Bargaining Unit and the employees shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the department to which they transferred.

ARTICLE 10 - LAY-OFF AND REHIRING

10.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

10.02 Notice of Lay-off

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks notice in writing or four (4) weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee, or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of their employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

10.03 (a) Provided that an employee has acquired seniority, the last employee hired shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another within the Home, such employee shall be credited with one hundred (100) percent of the seniority accumulated by him/her in accordance with the terms of the Agreement.

(b) **Lay-off Procedures**

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

Option 1: The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

Option 2: The employee can accept lay-off subject to recall rights for a period of thirty-six (36) months as provided for in the Collective Agreement.

(c) As a result of the lay-off procedure, the employee shall be placed on the grid scale for that position, at the rate closest to their current rate as of the effective date of transfer.

(d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded three (3) working days in which to advise the Employer of their decision.

10.04 Where a Full-time employee transfers to a Part-time position as a result of their option, there shall be a reduction in the number of Part-time employees within the affected department.

10.05 No Temporary or Student employees shall be hired while Full-time or Part-time employees are laid off provided those on lay-off are qualified to do the work required.

10.06 Full-time employees who transfer to Part-time positions shall be placed on the top of the part-time schedule and receive their maximum fifteen (15) shifts scheduled if available. When no other Part-time or Temporary employee is available under Article 15.07 (a), the employee affected by the lay-off shall be offered the call-in. They shall not exceed a maximum of 20 shifts, including call-ins.

10.07 When any vacancy occurs within a job classification, and there is no employee in that classification laid-off, the job shall be posted in accordance with Article 11, Promotion and Staff Changes.

When a vacancy occurs in a job classification and any employee in the classification/relationship has been laid-off, they shall have recall rights in accordance with Article 10, Lay-off and Rehiring.

10.08 **Recall**

- (a) All notices of recall shall be in writing and sent registered mail with a copy sent to the Union.

An employee issued a Notice of Recall will have three (3) consecutive days from receipt of notice to respond to the notice.

- (b) An employee in lay-off position will be recalled by seniority:
 - (i) Within the classification
 - (ii) Within the department
 - (iii) Within the building
- (c) If a full-time position becomes available in a department, where employees are affected by a layoff, that position will be canvassed within that department. At the conclusion of the canvassing process, notices of recall shall be issued in accordance with the Collective Agreement.
- (d) It is understood that if the employee on lay-off does not accept recall within the classification from which they were laid off, that such employee has forfeited any other recall rights, unless satisfactory proof is submitted to the employer that he or she cannot return for reasons of illness/disability.
- (e) In all cases, it is understood that the employee must have the skill, ability and competence to perform the work.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

- 11.01 (a) When a vacancy does occur or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board and County Connect for a period of six working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

If the Employer is aware of an upcoming vacancy or new position, and if practicable to do so, shall post such position no earlier than fifty-six (56) days and no later than thirty (30) days prior to date when the position will be open.

The application will be submitted in writing to the Department Head. Except in extenuating circumstances, any employee who wishes to withdraw from a posting shall do so in writing prior to the closing of the posting. The successful applicant will be notified in writing and the name

of the successful applicant shall be posted within three (3) days after termination of the posting.

(b) **Job Posting Information**

Such notice shall contain the following information: date and time of posting, date and time posting closes, effective date, nature of position, qualifications, required knowledge and education, skills, department area/location, shift and wage rate. Reference to area or location shall be for clarification purposes only and shall not restrict the ability to transfer as work requires subject to other provisions in this Agreement. Such qualifications and requirements shall be those necessary to perform the job function and which have been agreed upon by the Joint Job Evaluation Committee and contained in the current Job Description-

11.02 (a) In making staff changes and promotions, appointment shall be made of the applicant with the greatest seniority having required qualifications, skill and competence.

(b) The successful applicant on a job posting shall assume the schedule of the new position as it pertains to scheduled days off.

11.03 No outside applications shall be considered until after the termination date of the posting.

11.04 (a) In making emergency transfers to cover any period of less than thirty (30) days, the employee with the least seniority in the Department from which transfer is to be made may be transferred provided that, in the opinion of the Department Head and/or Administrator, the employee to be transferred has sufficient skill and competence to perform the job in question.

(b) (i) A temporary position shall be posted for the purpose of replacing permanent employees absent on pregnancy/parental leave or other approved leave of absence. Employees working in a temporary position shall work the regular schedule that the absent employee would work. The temporary position shall not end until the permanent employee returns to active employment or twelve (12) months, or whichever comes first **with the exception of a pregnancy/parental leave which shall be the term of the leave, not to exceed eighteen (18) months.** If the employee does not return, the job shall be posted.

(ii) If the permanent employee goes off again within twenty-one (21) days for the same injury/illness the person that filled the position originally on a temporary basis would be offered the position again.

- (iii) If the permanent employee returns once a schedule has already commenced, the employee that was working in the temporary full-time position will be given the option to work twenty (20) shifts on a call-in basis in order of seniority.
- (c) A permanent employee in a temporary position may not bid on or be awarded another temporary position unless one of the following applies:
 - (i) The employee has completed or will have completed their term in the present position prior to the starting date of the new position; or
 - (ii) A temporary part-time employee is applying for a temporary full-time position; or
 - (iii) An employee in a temporary position is applying for a temporary position of higher rank.
- (d) Except in circumstances where the employee is absent due to a short-term illness of less than three (3) days, approved vacation or bereavement leave, any employee who applies for a temporary job posting must be available to commence work on the effective date to be deemed the successful applicant under Article 11.02 (a).
- (e) If the successful candidate of a temporary position is off due to illness or injury when that employee returns, they shall resume the temporary posting for the remaining duration or until the permanent employee returns, whichever is sooner.
- (f) In the circumstances whereby, an employee is absent for 24 months or more, and the prognosis is one that would indicate that the absence shall be of greater duration, the vacancy created shall be posted as a permanent position and should the permanent employee return to work, they shall have access to their former position through the exercise of their seniority rights and reclaim their position.

It is further understood that the following procedure will be followed:

- 1) The first/original position, and all subsequent positions in the chain, originating from the vacant position, were posted as permanent positions after a period of 24 months.
- 2) Each employee awarded a job posting as noted, is deemed to be the permanent employee to be considered in these circumstances.
- 3) At the point of return to work of the original employee, each employee who posted into the first and all subsequent permanent positions, shall be returned back to their previous permanent position, displacing the current permanent employee.

- 4) If one of these employees, after securing one such permanent position as noted, - subsequently posts into a further permanent position, they will not be considered the current permanent employee, but rather their successor would be the current permanent employee affected by this process.
- 5) Further, if one of the employees, after securing one such permanent position as noted, subsequently posts into a position, however on a temporary basis only, then such employee is still deemed to be the current permanent employee. In such event, such employee will be allowed to complete the duration of their current temporary position before returning and displacing to their previous permanent position.
- 6) During the timeframe of the temporary position, a job posting to replace such vacancy will be exercised.

11.05 The Employer shall provide time off with pay, if necessary, for any employee required to write exams in any course that has been previously approved by the Manager, Supervisor and/or Administrator, which will result in improving the employee's ability to perform their job with the Employer.

11.06 **Trial Period**

The successful applicant shall be notified in writing and the name of the successful applicant shall be posted within three (3) days following the end of the posting period. If changing classifications, they will be given a trial period of thirty (30) shifts, during which time they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) shifts exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Transfer of employees back to their original position, from within the department shall occur not more than two (2) weeks from notice being given to the employer.

Transfer of employees back to their original position, from one department to another shall occur not more than four (4) weeks from notice being given to the employer.

The above trial period shall not be applicable to any employees moving from a full-time position to a part-time position, unless mutually agreed between the parties to this Collective Agreement. The trial period shall not be applicable in cases where the employee was previously in the job classification as per schedule "B" for 6 or more continuous months within the past 48 months, unless there is a substantial change in the position.

11.07 Notification to Employee and Union

The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied the job posting **when requested**. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

11.08 Changes in Classification

- (a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job, which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to Article 11.08(b).
- (b) In order to ensure the appropriate classification of jobs listed under Schedule "B" of the Collective Agreement, the parties agree that matters related to the classification of new jobs and reclassification of existing jobs shall be dealt with in accordance with the Job evaluation Terms of Reference which forms part of this Collective Agreement.

If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become effective at the time the new position was first filled by the employee or the date of change in job duties or if not mutually agreed upon, then the date upon which a grievance was filed if the grievance is successful.

- (c) Every employee covered by this Agreement will be classified in accordance with a job title, and a wage classification within that job title as set forth in Schedule B. All affected employees shall be entitled to all rights as stipulated in Article 10.

11.09 Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

12.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance.

12.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

(a) **Step 1**

It is understood that prior to a grievance being submitted, the affected employee and/or the Union shall discuss the complaint with the Director of Nursing, Assistant Director of Nursing, Manager and Supervisor who shall have an opportunity to adjust the complaint. Failing resolve with the Director of Nursing, Assistant Director of Nursing, Manager and Supervisor the grievance shall be submitted at Step 2.

(b) **Step 2**

The aggrieved employee shall submit their grievance in writing to the Union Grievance Committee. The Union Grievance Committee may then present the grievance in writing to the Administrator. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within five (5) working days, excluding Saturday, Sunday and Statutory holidays, or any longer period which may be mutually agreed upon, the grievance may be presented at Step 3.

(c) **Step 3**

The Union Grievance Committee, after having completed the procedure set forth in Step (b) hereof, may then present the grievance to the Chief Administrative Officer for the County who shall conduct a meeting within ten (10) working days of the receipt of request from the Union. At this step the aggrieved employee may be accompanied by a representative of the Union if their presence is requested by either party.

(d) If final settlement of the grievance is not completed within seven (7) calendar days after the Step 3 meeting between the Union Grievance Committee and the Chief Administrative Officer, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, the grievance may be referred by either party to the Board of

Arbitration as provided herein at any time within twenty-one (21) days thereafter, but not later.

12.04 Replies to grievances shall be in writing at all times.

12.05 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.

12.06 The Employer shall supply the necessary facilities for the grievance meetings.

12.07 (a) Where dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, such a question or grievance shall be directly submitted to the Chief Administrative Officer at Step 3 with a copy to the Administrator for consideration and any prior steps of the Grievance Procedure may be bypassed.

(b) When a termination occurs, the grievance will be submitted directly to the Chief Administrative Officer as a Step 3 grievance with a copy to the Administrator.

12.08 The time limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement of the Employer and the Union.

12.09 **Mediation**

(1) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration, Article 12.03(c). Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.

(2) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.

(3) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

(4) The parties shall agree on a Mediator.

(5) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

- (6) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (7) The Mediator will have the authority to meet separately with either party.
- (8) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, nothing said or done by the Mediator may be referred to Arbitration.
- (9) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 13 - ARBITRATION

13.01 Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 12 above and which has not been settled, will be referred to the Board of Arbitration or a Sole Arbitrator at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter each party shall notify the other party of the name and address of its Nominee, if a Board of Arbitration is requested, or if a Sole Arbitrator is requested the party submitting the grievance to arbitration shall forward names of arbitrators for consideration to the other party.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party and the said Minister shall nominate a Chairman.

13.02 Who may be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

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

13.03 **Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

13.04 **Decision of the Board**

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

13.05 **Expenses of the Board**

Each party shall pay:

- (a) the fee and expenses of the nominee it appoints in Board hearing;
- (b) one-half of the fees and expenses of the Chairman.

13.06 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

13.07 **Witness**

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

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01 **Progressive Discipline**

Normally disciplinary procedures for repeated offences shall be listed below. Discipline for first or subsequent offences may start at a level beyond "verbal warning" depending on the severity of the offence.

- (a) verbal warning
- (b) written warning
- (c) one (1) day suspension, thereafter further suspension and/or discharge, as warranted by the circumstances.

- 14.02 (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost at the rate equal to their normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (b) The Employer must act on the discipline within ten (10) days of the occurrence becoming made known to the Administrator or designate or such longer time as mutually agreed upon by the parties.
- 14.03 The record of an employee shall not be used against them at any time after eighteen (18) months following the incident. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

14.04 **Personnel Records**

An employee shall have the right to have access to and review their personnel file upon obtaining permission from the Home Administrator or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in their personnel record.

14.05 **Right to have a Steward Present**

An employee shall have the right to have their Union Representative present at any discussion with -the Director of Nursing, Assistant Director of Nursing, Manager or Supervisor. The Director of Nursing, Assistant Director of Nursing, Manager or Supervisor or Union Representative shall so notify the employee in advance of the purpose of the meeting.

Prior to discussions of a disciplinary nature with the Employer, the Union shall be notified no less than one-half (½) hour of the nature of the meeting or as soon as practicable to do so.

ARTICLE 15 - HOURS OF WORK

15.01 Working Schedule

- (a) It is understood and agreed that as the Home is operated twenty-four (24) hours a day seven (7) days a week, it is necessary that the employees, save and except the office and clerical employees, work according to a shift schedule. The Employer agrees that such shift schedules shall be prepared and posted by the Department Head, Director of Nursing, Assistant Director of Nursing, Manager or Supervisor or Union at least seven (7) calendar days prior to such schedule becoming effective. In addition, the Christmas, New Year's work schedule shall be posted no later than November 15th of each year. To ensure the validity of the Christmas/New Year schedule(s), no temporary transfers as a result of Postings shall occur from November 1st up to and including the Christmas/New Year schedule(s).
- (b) The work schedules of all Full-time employees shall consist of one hundred and sixty (160) hours in a shift schedule four (4) weeks, and the daily shift of each such employee shall consist of eight (8) hours, including thirty (30) minutes for lunch.
- (c) The work schedule for all Full-time office and clerical employees shall be seven and one-half (7 ½) hours per day with an unpaid lunch, Monday to Friday inclusive.
- (d) The work schedules for Part-time employees shall be made on the basis of seniority with the greater seniority employees receiving first available work.
- (e) Subject to Article 15.07, if an employee refuses a call-in after three (3) consecutive days off, provided the employee is not on vacation or on an approved leave, then the refused shift shall be considered a shift worked.
- (f) Notwithstanding overtime call-ins, no Part-time employee shall be permitted to work more than fifteen (15) working days in any one shift schedule. No Temporary employee shall be permitted to work more than the aforesaid twelve (12) month period **with the exception of a pregnancy/parental leave which shall be the term of the leave, not to exceed eighteen (18) months**. Should any Part-time employee exceed the said fifteen (15) working days or any Temporary employee exceed the twelve (12) month period without agreement between the Union Executive and Management, they shall automatically become a Full-time employee.

15.02 Minimum Hours

At no other time than on an employee's scheduled shift change or in the case of an emergency shall they be required to work more than eight (8) hour in the case of full-time employees, in a twenty-four (24) hour period, or more than seven and one-half (7 ½) in the case of Office and Clerical employees in any twenty-four (24) hour period.

Notwithstanding the above, where an employee has been scheduled a shift, and a call-in becomes available which would normally result in overtime by applying the twenty-four (24) hour rule, overtime shall be exempt if the call-in overlaps the previous scheduled shift by two (2) hours or less and is not one of continuous hours. If the employee works beyond the two (2) hours, overtime shall be paid for all hours worked in accordance with the terms of the Collective Agreement.

15.03 Break Period

All employees shall be permitted two (2) fifteen (15) minute rest periods with a choice of tea, coffee, milk or juice in designated staff areas. One (1) rest period shall be taken in the first half of the shift and the other rest period shall be taken in the second half of the shift.

- 15.04 (a) The number of positions on alternating shifts shall not exceed the present complement unless mutually agreed upon.
- (b) No shift shall be less than four (4) consecutive hours in duration.
- (c) No employee shall be scheduled to work less than four (4) consecutive hours.
- (d) There shall be no split shifts.
- (e) Employees shall not be scheduled to work more than six (6) consecutive days.

15.05 Call Back Pay Guarantee

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to do. When the work called back for is completed, the employee shall be allowed to leave. Time earned on a call back may be compensated with time off in lieu at the rate of time-and-one-half provided approval of the Department Head has been obtained.

15.06 When a conversion from Standard Time to Daylight Saving Time, or Daylight-Saving Time to Standard Time occurs, employees working the duty shift during which the conversion occurs will be paid for all hours actually worked. Where the number of hours actually worked exceeds eight (8), those hours in excess will be paid at the appropriate overtime rate.

15.07 (a) **Call In, Start of Shift**

Employees called in for emergency replacement purposes which may result in the employee arriving late for the start of the shift, shall be paid for the full shift, provided said employee reports for work within one (1) hour from the time they are called. If the employee does not report as stated above, they may be required to work into the next shift to make up the time.

(b) **Call In, Mid Shift**

Employees called in for emergency replacement purposes after the shift has already commenced shall be paid from the time of the call-in provided said employee reports for work within one (1) hour from the time they are called. If the employee does not report as stated above, they shall only be paid for actual hours worked.

(c) **Call Ins for Part-time Staff**

Part-time employees shall be called to replace employees on a scheduled shift, when required, on the basis of departmental seniority; save and except the RPN and Personal Support Worker/PSW classifications, which shall be deemed separate for the purpose of the clause.

Part-time employees shall not be unjustly disciplined for not accepting shifts or call-ins over and above those for which they have been scheduled to work. No employee shall be required to work more than six (6) consecutive days. Except for vacation or approved leaves as specified in this Agreement, an employee shall not be able to refuse call-ins for more than four (4) days in any given work schedule.

Part-time employees will be given the opportunity to make up for lost emergency leave and/or sick time by being called in based on their departmental seniority within their current schedule.

(d) **Cancellation of Scheduled Shift**

In the case of the Employer cancelling shifts, it shall be done on the basis that the least senior employee called in on that shift shall be the first employee's shift cancelled. Should the Employer not attempt to provide

notice to the affected employee at least two (2) hours prior to the beginning of the shift, they shall receive four (4) hours pay at the appropriate rate.

(e) **Missed Call in Shift**

A make-up shift, defined as a shift where the employee is an extra staff member, either on an assigned unit or on an assigned task/project, will be offered to an employee that has been overlooked for a call-in shift. The shift offered will be available in the current posted schedule, and at the employee's preference. If the replacement shift is not possible to accommodate on the current schedule, the employee will select a preferred date in the next posted schedule only. The replacement shift will be mutually agreed upon by the employee and the Director of Nursing, Assistant Director of Nursing, Manager, Supervisor, and shall be paid at the rate of pay of the original missed shift. The missed shift shall be recognized for seniority purposes only and Article 15.01 may not be utilized. If the shift is granted in the next schedule, the employee may exceed 15 shifts without the 16th shift being paid at overtime or requiring that the part-time employee be deemed full-time. This will serve as full restitution for the erroneous call-in and the employee has been made whole.

- 15.08 The Employer agrees to provide two (2) weekends off in each four (4) week schedule for part time employees with alternating weekends off; except where a request is made to change by an employee or the Union which is in accordance with the Terms of the Collective Agreement or in the case of a job posting or the Christmas or New Year's Holiday.

The exception to this will be the Service Departments, who shall be scheduled to have every third weekend off. Amendment to the normal schedule may be granted by management subject to the nature of the request along with reasonable notice; however, at all times proper staffing at the home shall be the determining factor.

- 15.09 The Employer agrees to provide two (2) weekends off in each four (4) week schedule for Full-time employees with alternating weekends off, except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's holidays.

The Full-time charge employees [(laundry (1), housekeeping (1), **maintenance (1)**), will be scheduled to work one (1) weekend in the four (4) week schedule. The weekend off will remain as the same set weekend every schedule.

- 15.10 All employees will be entitled to one (1) shift giveaway in each posted schedule (four-week period). Such giveaways shall not result in any additional cost to the Employer.

ARTICLE 16 - OVERTIME

- 16.01 Overtime shall be paid at the rate of time-and-one-half for all authorized hours or portion thereof, worked beyond the normal workday and/or work week, as set out in Article 15.01 of this Agreement and verified by the Director of Nursing, Assistant Director of Nursing, Manager, or Supervisor. Although it is not the intention of the Employer to work a shift short, the Union recognizes and agrees that there are times when it will be necessary for this to occur.
- 16.02 Instead of payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and Employer. Such agreement shall not be unreasonably withheld.

This provision shall not apply to part-time or term part-time employees as defined in Article 3 as Part Time or Temporary employees. Furthermore, the provision above will apply to any part-time employee that is in a temporary full-time position. The lieu bank will then be cashed out when the employee leaves the temporary full-time position.

Overtime shall be offered to the most senior employee who possesses the necessary skill and competence to perform the job in question first within the Classification and then within the Department.

No employee shall be permitted to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period in an overtime situation

- 16.03 In order to ease the workload of the oncoming shift in a short-staffed situation, or a situation where the replacement staff is not able to arrive within 30 minutes of the start of the shift, overtime will be offered for a one-hour time limit on a volunteer basis to staff who remain in the building.

ARTICLE 17 - HOLIDAYS

- 17.01 (a) All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial Government:

Good Friday	Thanksgiving Day	Civic Holiday
Easter Monday	Victoria Day	Canada Day
Labour Day	Remembrance Day	Christmas Day
Boxing Day	New Year's Day	
Family Day	National Day for Truth and Reconciliation	

In addition to the above, all full-time employees shall receive a Floating Day. Such day shall be granted on a first-come-first-serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time throughout the year.

Part-time Employees shall have their entitlement for and payments of the holidays (13) listed in this article established in accordance with the Employment Standards Act formula.

Part time employees shall receive one (1) float day, such day shall be granted on a first come first serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time throughout the year. The float day is not accumulative. The calculation for the float day will be based on the ESA.

- (b) All Full-time office and clerical employees shall, in addition to those holidays as set out in Article 17.01(a) of this Agreement, be entitled to receive the following holidays:

- ½ day before Christmas Day

- ½ day before New Year's Day

- 17.02 (a) Subject to Article 15.01, it is understood and agreed that the operation of the home is a twenty-four (24) hour a day, seven (7) days a week operation, and that all employees will not receive holidays on the specific date in each year that the above-mentioned holidays occur. Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time-and-one-half and shall receive a day off in lieu of the said holiday.
- (b) A full-time employee may also request to be paid their regular rate for all hours worked on the holiday, plus be allowed to take one and a half (1½) days off in lieu at the applicable rate of pay, upon mutual agreement of the parties. In case an employee cannot utilize their lieu time by December 31st in each year, they shall be paid out at the appropriate rate in the month of January and any lieu time accumulated from December 25th will move forward to the following year.
- (c) Any employee may add two (2) or more holidays to their vacation. However, the period during which holidays may be taken by any employee shall remain at the discretion of the Employer. Any refusal by the Employer to grant a holiday as requested shall be in writing.

- 17.03 In the event of a special occasion arising, an employee will be allowed to be absent by using a "holiday day" provided such employee gives notice to the Department Head at least seven (7) calendar days prior to the date being requested.

No employee shall be entitled to any of the above holidays prior to the actual holiday or the day observed as such.

- 17.04 Employees covered by this Collective Agreement shall be so entitled to receive not less than two consecutive days off (48 hours) at either Christmas or New Years, New Years shall be known as December 31st and January 1st.

Entitlement for receiving time off for the above holidays shall be done on an alternating basis from year to year, unless mutually agreed upon by the parties.

- 17.05 (a) Any statutory Holidays or overtime hours earned that an employee banks prior to December 25th must be utilized by December 31st of the same year. Any unused hours earned in these two banks will be paid out in January of the subsequent year. Banks will be paid out at the rate in which the time was earned.
- (b) Any statutory Holidays or overtime earned that an employee banks between December 25th and December 31st will remain in the employee's bank into the following year. This earned time that is carried over into a new year must be used by December 31st of that year. Any carry over not used will be paid out in January of the subsequent year.
- (c) There will no longer be a March 31st payout of banked overtime or statutory holiday pay. Employees may request a payout from banked overtime or earned statutory holidays at any time during the year by completing a Banked Payout Request Form (available from Payroll). Bank payouts will be processed and deposited as part of the regular payroll process.

17.06 **Holiday/Sick Day**

The Parties to this agreement understand and agree, that where the employee has been granted a holiday, as provided under Article 17 of the Collective Agreement, they shall be entitled to cancel such holiday and replace that day with a sick day, provided:

- (a) Three (3) days notice be given to the Employer,
- (b) The reason for cancellation is understood that an absence for illness will be for three (3) days or more and Article 19.04 will apply,

- (c) The holiday must occur during an absence of three (3) days or more.

Any changes to this agreement shall only occur upon mutual agreement of the Parties.

ARTICLE 18 – VACATIONS

- 18.01 (a) All full-time employees shall be granted vacations with continuous earnings as follows:
- (i) After completing one (1) year of continuous service, ten (10) days of vacation.
 - (ii) After completing three (3) years of continuous service, fifteen (15) days of vacation.
 - (iii) After completing eight (8) years of continuous service, twenty (20) days of vacation.
 - (iv) After completing fifteen (15) years of continuous service, twenty-five (25) days of vacation.
 - (v) After completing twenty-two (22) years of continuous service, thirty (30) days of vacation.
 - (vi) After completing twenty-seven (27) years of continuous service, thirty (30) days of vacation plus one (1) additional -vacation day per year to a maximum of thirty-five (35) days.

Employees who have completed six (6) months of continuous service, shall be entitled to five (5) days of vacation

- (b) All employees other than full-time shall be granted vacation pay as follows:
- (i) After completing one (1) year of continuous service, ten (10) days of vacation, with vacation pay computed at four (4) percent of gross annual earnings.
 - (ii) After completing three (3) years of continuous service, fifteen (15) days of vacation, with vacation pay computed at six (6) percent of gross annual earnings.
 - (iii) After completing eight (8) years of continuous service, twenty (20) days of vacation, with vacation pay computed at eight (8) percent of gross annual earnings.
 - (iv) After completing fifteen (15) years of continuous service, twenty-five (25) days of vacation, with vacation pay computed at ten (10) percent of gross annual earnings.
 - (v) After completing twenty-two (22) years of continuous service, thirty (30) days of vacation, with vacation pay computed at twelve (12) percent of gross annual earnings.

- (vi) After completing thirty (30) years of continuous service, thirty-five (35) days of vacation, with vacation pay computed at fourteen (14) percent of gross annual earnings.

Employees who have completed six (6) months of continuous service, shall be entitled to five (5) days of vacation.

- (c)
 - (i) The appropriate hours of vacation entitlement shall be placed in the full-time employee's vacation bank on January 1 of each year, with the eligible non-probationary employee allowed to take it immediately. Should an employee start employment during that calendar year, their vacation entitlement for that calendar year will be prorated. For full-time probationary employee, they may take vacation after six months of service up to sixty (60) hours.
 - (ii) Should a full-time employee become entitled to increased vacation during a calendar year, such additional vacation shall be prorated for that calendar year.
 - (iii) Employees may not run a negative balance of vacation entitlements notwithstanding the fact that vacation requests will be approved, although vacation credits will not be deducted from the bank until vacation is taken.

(d) **Vacation Recording and Eligibility Process for Full-Time Employees**

- (i) All vacation years referred to in the Collective Agreement will be based on the calendar years (January 1st – December 31st).
- (ii) Should an employee leave the employ of the County of Essex prior to the end of the calendar year, and have taken vacation hours in excess of vacation earned, the County will deduct from any amounts owing to the employee at the end of employment, an amount equal to the cost of vacation taken in excess of vacation earned as of their last day of work for the County of Essex.
- (iii) If that does not completely satisfy the amount owing, the employee will provide the County of Essex with a cheque or money order for the remaining balance within two (2) weeks of their last day of work for the County of Essex.

(e) **Effect of Absences on Vacation Entitlements for Full-time Employees**

Employees who are absent from work for more than six (6) months, in their vacation year, shall have their vacation pay for that vacation year reduced by 1/12th of their entitlement for each full calendar month they are absent beyond six (6) months. If an employee's absence extends into

their second or subsequent vacation year(s) the same principle shall apply, 1/12th of the normal entitlement to vacation pay shall be deducted for each full month of absence beyond six (6) months from the commencement of the absence.

This deduction shall apply to the amount of vacation pay only and does not affect the time off entitlement that shall accrue as provided in this Article.

18.02 **Holidays During Vacation**

Where a statutory holiday, as defined in Article 17 hereof, occurred during the employee's vacation period, such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

18.03 Firstly, vacation requests will be received in the month of February and finalized by March 15th for the period April 1st thru September 30th.

Secondly, vacation requests will be received in the month of August and finalized by September 15th for the period October 1st thru March 31st.

Employees must complete and return to their supervisor the Request for Leave Form. Any conflict of vacation choices between employees shall be decided on the basis of departmental seniority.

Any conflict with requests submitted after February 28th and August 31st for the respective vacation periods shall be decided in favour of the employee first requesting the vacation period over which there may be conflict. The Request for Leave Form shall provide for an employee to make at least two (2) choices for their vacation period.

Any choices made after February 28th and August 31st shall be responded to within seven (7) days of the request being made.

Upon request, the employer will provide employees with a report showing banked time owing, vacation and statutory holidays, in hours, which the employee has available. This practice will be in place until such time that vacation banks are made accessible to employees electronically.

18.04 In extenuating circumstances, employees shall be entitled to take their vacation in a manner suitable to the employee, including one (1) day at a time upon agreement with the Administrator or his designate. Such agreement shall not be unreasonably withheld.

18.05 One (1) Week Vacation Carry Over

Employees entitled to fifteen (15) or more days vacation shall have the right to carry-over up to five (5) days of their vacation entitlement to the following year.

- 18.06 Where an employee has provided a Health Professional's health certificate that an illness or injury will be for a minimum of five (5) working days, and they will not be able to commence their vacation as scheduled, the employee may reschedule their affected vacation period and replace same with sick time provided the employer is notified in writing no later than the employee's last scheduled workday prior to the commencement of their scheduled vacation.

For reasons other than those noted above, should an employee need to cancel their vacation, the request will only be honoured if the cancellation is requested seven (7) days prior to the posting of the schedule.

ARTICLE 19 - SICK LEAVE PROVISIONS

- 19.01 The Employer will provide to all full-time employees a Short-Term Disability (STD) Plan as follows:

- | | | |
|-------|---|--|
| (i) | Six (6) months employment but less than two (2) years | 2 weeks at 100%
13 weeks at 66 2/3% |
| (ii) | Two (2) years employment but less than four (4) years | 4 weeks at 100%
11 weeks at 66 2/3% |
| (iii) | Four (4) years employment but less than six (6) years | 6 weeks at 100%
9 weeks at 66 2/3% |
| (iv) | Six (6) years employment but less than eight (8) years | 8 weeks at 100%
7 weeks at 66 2/3% |
| (v) | Eight (8) years employment but less than ten (10) years | 10 weeks at 100%
5 weeks at 66 2/3% |
| (vi) | Ten (10) years employment but less than twelve (12) years | 12 weeks at 100%
3 weeks at 66 2/3% |
| (vii) | Twelve (12) years and more employment | 15 weeks at 100% |

19.02 (a) Payment of Benefits

Benefit will be paid on the first (1st) day of accident, the first (1st) day of hospitalization and on the second (2nd) day of illness.

(b) **Benefit Level**

Benefit levels will be determined by the employee's length of service with the Employer. Service for employees will be based upon their date of hire.

(c) **Earnings**

Earnings are those in effect on the last day the employee was actively at work. Earnings shall be the employee's usual straight time earnings in effect at the time the employee went on the Short-Term Disability Plan.

(d) **Term of STD Plan**

Benefits are payable for up to fifteen (15) weeks based on the periodic Health Professional's certificate the employee's Health Professional provides the Employer.

A separate claim shall be defined as a medically substantiated illness or injury unrelated to a previous or concurrent claim.

In the event an employee returns to their regular duties from Short Term Disability, and experiences a recurrence of the same original claim, on-going treatment or testing, and as a result must again return to Short Term Disability, such return to Short Term Disability will be considered to be a continuance of the original claim. In order for it not to be considered a continuance of the original claim, the employee must have been performing at work the regular duties of -their role for twenty-one (21) calendar days.

(e) **Third Party Claims**

If the Employer has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be required to fully refund the Employer for the benefit paid by the Employer to the employee upon settlement. The employee will be required to sign an undertaking to reimburse the Employer. In the event the 3rd party benefit is a WSIB benefit, the employee will be required to reimburse the Employer the net amount of payments paid by the Employer under the Short-Term Disability Plan pending receipt of payments by the employee from WSIB.

(f) **Cost of the Plan**

The Employer will pay the cost of this Short-Term Disability Plan. The Employer agrees that it will pay the cost of a Health Professional's

certificate required to qualify for the Short-Term Disability Plan and any subsequent certificates as may be required from time to time.

(g) **Higher Classification**

In the event of illness of an employee while performing a job of higher classification the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

19.03 Any employee absent from work for more than two (2) days shall not return to work or receive payment for days absent unless the employee produces a Health Professional's certificate. Such certificate will contain a general statement of the employee's condition and prognosis.

19.04 The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless otherwise notified at the time of the call in.

19.05 The employer will allow entitlement for 1st day Hospitalization (Article 19.02) provided an Employee is:

- (a) admitted to Hospital as an inpatient or outpatient as defined by the Public Hospitals Act or,
- (b) the employee receives any treatment and/or procedure which is recommended by a Health Professional to be performed in a hospital or,
- (c) exclusions to paragraph (b) shall be routine treatment and/or procedures available outside a Hospital, unless substantiated by a Health Professional's note as to why the specific routine is being done in Hospital.

It is understood that every attempt should be made to schedule appointments, treatments and procedures outside of working hours. When a procedure is scheduled to take place during working hours, the employee and employer will endeavour to allocate a reasonable amount of time for the treatment/procedure in question.

19.06 Upon an employee submitting a Health Professional's certificate, the Employer shall reimburse the employee for the cost of such certificate within fourteen (14) calendar days.

19.07 Where practicable, employees will provide fourteen (14) hours notice to the Employer when they shall be returning to work.

Where practicable, employees will provide a minimum three (3) hours notice before the start of their shift to the Employer when they are not able to start their shift.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01 (a) Except where otherwise provided in this Article, a minimum of one (1) week leave of absence, without pay, may be granted to employees for personal reasons. Any requests for such leave shall be made not earlier than ninety (90) days and not later than thirty (30) days prior to the date the leave of absence is requested for, or for such lesser time as may be approved by the Employer. Such leave shall be granted on the basis of the date of request filed and for the purposes of this clause, any employee that has received a leave of absence between June 1st and September 30th in any one year, shall drop to the bottom of the seniority list for any such leave in the following year. In the event of any extreme emergency, the conditions affecting a leave of absence under this Article can be altered only upon agreement between the Union and Administrator of the Sun Parlor Home.
- (b) Notwithstanding 20.01(a), special leaves of absences shall be granted by the Administrator or designate based on the merits of the request.
- (c) Any employee who is granted an Emergency Leave pursuant to the Employment Standards Act shall be entitled to work the number of shifts equivalent to the number of shifts missed during the period of leave within the current schedule which will be subject to the call-in procedure. Those employees that have banked time can request reimbursement by submitting an Employee Request for Bank Pay-out form.
- 20.02 Any leave of absence may be immediately cancelled if obtained under false pretences, and if the employee does not immediately report for work on notification of cancellation, the employee will lose all seniority.
- 20.03 (a) Leave of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting as delegates to any regularly called Union Convention, Seminar, or Provincial Committee(s) meeting(s). No more than five (5) employees may leave at one time. Two (2) weeks notice shall be given before such leave. No request to the employer will unreasonably be denied.
- (b) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, may be granted a leave of absence for a period of two (2) years. Such leave may be extended by mutual agreement. Such employee shall not accumulate

seniority but may at their option, continue payment or arrange for payment of any fringe benefits to which they may be entitled under this Agreement.

- (c) Leaves of absence with pay (for which the Employer shall be reimbursed by the Union) of up to three (3) people for up to three (3) days annually, shall be granted for internal Union business, including preparation for negotiations, meetings with C.U.P.E. staff and for advisors, etc.

20.04 Where leave of absence is granted in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence in excess of thirty (30) days, such employee may, at his option, continue payment of any fringe benefits to which they may be entitled under this Agreement.

- 20.05 (a) All employees shall be granted five (5) consecutive calendar days leave **within any period of ten (10) days that include the date of the service** following the death without loss of salary or wages in the case of the death of a parent, spouse, child, step-child, step-father, step-mother or grandchild. The employee will be paid for scheduled shifts missed at the employee's regular rate of pay.
- (b) All employees shall be granted three (3) consecutive calendar days leave **within any period of ten (10) days that include the date of the service** following the death without loss of salary or wages in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law and immediate family members as listed above, or any relative who has been residing in the same household as the employee. The employee will be paid for scheduled shifts missed at the employee's regular rate of pay. If the burial occurs more than 500 kilometers from the County of Essex and the employee attends the burial, the employee shall be granted five (5) calendar days leave for scheduled shifts missed at the employee's regular rate of pay.
- (c) An employee requested to be a pallbearer at the **service** on one of his regularly scheduled work days, shall be granted that day off without loss of salary.
- (d) An employee shall be granted one (1) calendar day leave without loss of salary or wages, to attend the funeral of an uncle, aunt, niece or nephew, including those of a common-law relationship.
- (e) An employee shall be allowed half (1/2) a day off without loss of salary or wages to attend the funeral of a close friend, providing such absence has been approved by the manager and providing the funeral is held on a work day.

- (f) Where an employee's scheduled vacation or banked time owing is interrupted due to bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation or banked time owing, which is deemed bereavement leave, will not be counted against the employee's vacation credits or banked time owing credits.
- (g) In the event, a memorial service **or Celebration of Life** is to occur at a later date as part of aforementioned bereavement, the employee shall be entitled to one (1) unpaid day to attend. The Employer shall be advised in conjunction with the bereavement even if the date is not known.

20.06 The Employer shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Employer shall pay such employee the difference between their hourly earnings and the payment they receive for jury service or witness fees, excluding payment for travelling, meals, or other expenses. Employees shall furnish evidence to the Employer that they reported for or performed jury duty or appeared as a Crown witness in a court of law on the days for which they claim payment.

20.07 A leave of absence for a period not to exceed one (1) year may be granted to an employee subject to the approval of the Administrator or designate with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full-time, provided the course of instruction is related to the employee's employment opportunities with the Employer.

Prior to the approval of the leave, the employee is required to submit to the Employer satisfactory evidence that the college, university or trade or technical school has accepted the employee as a student, and on the expiration of each semester or other school term shall submit proof of attendance. Such leaves may be extended for an additional period not to exceed one (1) year each.

Employees granted such leave of absence shall retain their seniority at the time of the leave of absence, but will not accrue seniority during the period of leave. Employees granted such leave of absence will indicate in writing their intent to return to the Sun Parlor Home following such leave.

The employee may continue to be enrolled in the benefit plan, provided the employee issues prepaid cheques to the employer one month in advance of the benefit coverage.

ARTICLE 21 - PAYMENT OF WAGES

21.01 (a) **Pay Days**

The Employer shall pay salaries and wages every two (2) weeks. The direct deposit remittance slip for each employee shall contain itemized calculations of their wages and deductions. The salaries and wages shall be paid in accordance with the salary grid in Schedule "B" to this Agreement

- (b) The Employer agrees that employees may, through the direct deposit system, have deposits made into not more than two (2) different institutions and not into more than two (2) different accounts in those institutions. Employees will be entitled to make a single change during the calendar year as to the amount, institution or accounts in those institutions.
- (c) In the event that an employee has been underpaid by more than \$125.00 in a pay period, the Employer shall, within three (3) business days, supply the affected employee(s) a cheque for the appropriate amount
- (d) Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

21.02 (a) All new employees shall be hired at the starting point of the salary grid schedule. All employees shall progress one (1) step up into the salary grid schedule as follows: upon completion of six (6) months service; upon completion of eighteen (18) months service; and upon completion of thirty (30) months of service, so that any employee shall have reached the high point of the salary grid schedule.

- (b) If an employee is promoted or transferred to a higher-ranking position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate and the employee shall progress through the grid scale recognizing their date of transfer.

(c) **Higher Ranking Pay**

Where any employee is required to perform duties of a higher-ranking position, such employee shall be paid the rate in the higher classification, that is, next above the employee's own rate. For the purpose of this Article, effective April 1, 1997, seniority within the higher-ranking position shall be accrued based on hours worked in the position and the employee will be paid in accordance with Schedule "B", upon becoming the successful applicant to the job posting for the higher-ranking position.

- (d) Where an employee is the successful applicant for a job posting, or accommodated into a position, of a lower ranking pay, such employee shall be paid at the rate in the lower ranking position that is at the same grid step that they are paid in their current position. The employee that is not at the top grid step shall begin to progress through the wage schedule from their date of transfer.

21.03 **Vacation Pay**

Employees will be paid their vacation pay from January 1 in the current calendar year to the second (2nd) pay in November of the current calendar year. This shall not coincide with the payment of longevity pay.

Any vacation monies earned for the remainder of the calendar year shall be included in the following year's calculation for vacation pay.

An employee who receives a Record of Employment shall be paid any outstanding vacation pay and it shall be noted on the Record of Employment.

21.04 **Longevity Pay**

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

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

Subject to Article 3.01, Part-time employees are entitled to longevity pay on a pro-rata basis. This Long Service Pay shall be calculated as at November 30th and paid in the first full pay period of December each year. On severance or retirement, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

21.05 **Mileage**

For the use of personal vehicles for the purpose of the Employer's business, the Employer will reimburse the employee's approved mileage claim at a rate per kilometre traveled as established by the Canadian Revenue Agency at the rate allowance as a tax-exempt allowance.

The Employer shall advise the Union annually in writing within thirty (30) days of being advised by Canadian Revenue Agency of the rate to take effect as of January 1st.

The Employer agrees that the rate shall not be less than thirty cents (0.30 ¢) per kilometre.

21.06 Shift Premium

Employees shall be paid a shift premium of sixty cents (0.60¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

In addition to the shift premium, **one dollar (\$1.00)** will be paid as a weekend premium for all hours worked between 2300 hours Friday and 2300 hours Sunday.

21.07 Employee's that Orientate New Employees

During one on one orientation/training of any newly hired staff, the staff that is orientating/training that is designated by management to do so will be paid an additional \$1.00/hr for the increase in responsibility.

ARTICLE 22 - COMPENSATION AWARD/RETURN TO WORK PROGRAM

- 22.01 If an employee is absent from work as a result of a compensable injury or illness for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary total disability, the employee shall receive a full salary from the Employer, providing the employee has a sick leave bank. Any monies received by the employee from the Workplace Safety and Insurance Board shall be paid directly to the Employer. One and one-half (1 ½) days out of every ten (10) days of absence shall be deducted from the employee's sick leave, otherwise the employee shall receive only those amounts paid by the Workplace Safety and Insurance Board. Top up will be at the employee's option even if sick days are available.

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate in accordance with Article 9.03. Seniority for the above provisions for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the injury.

- 22.02 Where an employee is absent as the result of an injury or illness sustained at work and the employee has made application for compensation the Employer will pay the employee their normal rate of pay in accordance with their entitlement under Article 19 (Short Term Disability). If the claim has not been approved by

the Workplace Safety and Insurance Board at the exhaustion of the employee's entitlement under the Short-Term Disability Plan, the employee may apply for Long Term Disability as described in Schedule A. If the claim is subsequently approved, Article 19.02 (e) shall apply.

22.03 **Modified Work**

(a) **Sick Days**

An employee who works on a modified program for six (6) hours or more per day shall be entitled to sick leave as per Article 19.

Employees who work less than six (6) hours per day shall receive sick time on a prorated system.

(b) **Statutory Holidays**

An employee who works on a modified program shall maintain their pre-injury number of scheduled hours, but may not be on the same schedule rotation, unless mutually agreed upon by the parties. Workers on modified duties will not be:

- entitled to overtime
- entitled to call ins

22.04 **Disability Management/Early & Safe Return to Work Programs**

Summary

All staff positions and job functions at the Sun Parlor Home are critical to the efficient and effective operation of the Home.

All employees are required to be fully productive while on duty. Management is obligated to ensure all employees, while at work are able to remain fully productive.

In accordance with the Sun Parlor Home "Health and Safety Policy", employees have a legislated and personal responsibility to preserve their health and work safely at all times.

Should an employee become injured or ill and unable to perform regular duties, the Sun Parlor Home supports the concept of Early and Safe Return to Work programs, which enable employees to be reintegrated back into the workforce as soon as possible.

1. **Gradual Return to Work Program**

In order to assist and support the Early and Safe Return to Work for employees, **the Ability Wellness Specialist will assist in identifying if** a worker can safely work but is unable to resume full duties and/or hours of their position they can take part in the **gradual return to work program**. This work-hardening program enables employees to gradually increase their hours and duties until they reach their pre-injury level. Employees under this program will receive either Workplace Safety and Insurance benefits or short-term disability benefits.

2. **Modified Work Program**

The second program is a “modified work program” whereby no expectations are put on the employee until the attending Health Professional has authorized that one is ready for the **gradual return to work program**. The main focus of this program is to keep the employee in touch with the employer and make a valuable contribution to the workplace while recovering to the point that regular duties may be resumed. An employee under this program (pending consent from the Health Professional) can come in for a few hours at a time to do those activities that they are able to do at home. Such activities may include answering the phones, visiting with residents, minor clerical duties. Employees under this program will receive either Workplace Safety and Insurance Benefits or short-term disability benefits.

The objective of both programs is to restore the employee to full performance in their pre-injury position within the time frames of the program. It is also crucial to maintain the valuable relationship between the employer and employee by having the employee at work being productive and maintaining contact with one's peer group.

All aspects of these programs will be closely monitored by the **Ability Wellness Specialist** to ensure symptoms of a recurrence are identified early so as to prevent any further injury to the employee.

Performance appraisals, supervision and all other management functions will remain in effect during this time period and employees will be assessed in relation to conducting their duties to their potential within the parameters of medical precautions placed upon them.

Benefits of both these programs go beyond that of the injured/ill employee, co-workers also benefit from these programs because the injured/ill employee is an additional staff performing a useful function. It also improves staff morale to see their co-workers maintaining their role in the respective peer group and back in the workforce being productive.

Purpose

To provide clear, consistent and equitable early and safe return to work programs for both occupational and non-occupational disabilities and illnesses. These programs will meet the legislative requirements outlined in the Workplace Safety and Insurance Act and the Ontario Human Rights Code.

Policy

The Sun Parlor Home will provide a timely ease-back and/or modified work program as appropriate and feasible for all employees with medically documented limitations on physical and/or mental capabilities resulting from injuries and illnesses.

Explanation

(a) Program Options

Employees with medically documented limitations resulting from illnesses or injuries can access one or both of these Early and Safe Return to Work programs:

(1) Modified Work Program

Available to employees who are able to perform none or too few of their regular duties to establish an ease-back program. Employees will be on temporary assignment, subject to availability, in any department, and will be assigned simple and appropriate tasks such as answering phones, visiting with residents or minor clerical duties. They may assist other employees but will not take the place of a regularly scheduled employee. The duration is normally not expected to exceed 90 days.

(2) Gradual Return to Work Program

A work-hardening program enabling an employee who can work safely but is not capable of resuming full duties and/or hours of their regular position to gradually increase their hours and/or duties to the pre-injury level. The duration is normally not to exceed 90 days.

(b) Getting the Employee into a Suitable Program(s)

Tailoring suitable Early and Safe Return to Work Programs to the needs of the employees and the workplace will be a joint effort involving the **Ability Wellness Specialist**, accommodation committee, employer and the Health Professional.

The following procedure will be used, once the **Ability Wellness Specialist** receives information that an employee is not capable of returning to his or her regular duties within one week of the onset of the injury or disease/disability:

- (1) The **Ability Wellness Specialist** will convene a meeting involving the employee and the Accommodation Committee during the second week of absence due to injury or disease/disability or as soon thereafter as the employee is capable of attending a meeting.
- (2) The Accommodation Committee and the employee will review the physical demands of the pre-injury position and determine if it is within their physical precautions as outlined by the treating Health Professional.
- (3) If no information has been received from the treating Health Professional (Medical Assessment or Functional Abilities Form) and the employee is physically capable of coming to work and mentally capable of following simple instructions, as established by the program and accommodation committee, or the information from the treating Health Professional indicates that the worker is not medically ready for the Gradual Return to Work program, parties involved will determine what activities will form part of the Modified Work Program to provide for meaningful and useful activities and establish a schedule of hours and activities which will apply until the employee is ready for the Gradual Return to Work program.
- (4) There will generally not be more than two employees assigned to Modified Work Program on the same unit. If more than two individuals who regularly work in the same unit access the program, seniority will be used to determine the lowest ranking employee(s) who will then be moved to another work area.
- (5) When the employee is medically ready to participate in the Gradual Return to Work program, all parties (employee, accommodation committee and program coordinator) will meet again to develop the specific tasks, the hours to be worked and the time frames of the program.
- (6) Follow-up meetings will be scheduled as required if there is a need to modify or extend the Gradual Return to Work program.
- (7) (a) For part-time employees working temporary full-time positions, the normal hours of work for the purposes of establishing a Modified Work Program, will be the approximate average of the previous four work schedules

and will not exceed 20 shifts. At the end of the temporary full-time position, the employee returns to their part-time position, the number of modified shifts will not exceed 15 shifts.

(b) Part-time employees will be entitled up to five (5) Gradual Return to Work shifts.

(c) Monitoring Progress

All employees participating in Early and Safe Return to Work Programs (see attachment D) will complete Daily Work Sheets (see attachment D). The sheets will identify the individual's level of functionality and associated comfort with the activities assigned.

Implementation

- A program coordinator will be assigned to oversee program.
- Develop accommodation committee including union representatives and program coordinator.
- Conduct physical demands analysis of each position at the Sun Parlor Home, which will be utilized when making accommodation decisions as well as to inform the external Health Professionals of the actual activities involved.
- Present in-service training to all employees about this program and their responsibilities under the Workplace Safety and Insurance Act and promote the benefits of shared responsibility in the Early and Safe Return to Work programs.

Roles and Responsibilities

Ability Wellness Specialist:

1. Contact the employee immediately following receipt of an incident, injury or accident report to establish the appropriate duration of absence.
2. Ensure that all the necessary paperwork has been completed; arrange for Physical Demands Analysis and Medical Assessment/Functional Abilities Form to be provided to the employee.
3. Meet with the employee and Accommodation Committee to develop specific goals and objectives for each case.
4. Involve the immediate manager/supervisor in the employee's return to work plan.

5. Monitor progress of employees in the programs and maintain regular communication with the Administrator, to ensure a successful outcome.
6. Maintain communication with all parties involved to ensure consistency and accuracy of information.
7. Review all current employees on short term disability to determine eligibility for these programs.
8. Present in-service training to all employees/staff.

Accommodation Committee:

1. Develop knowledge and understanding of Disability Management and Early and Safe Return to Work programs.
2. Assist in the development of mutually agreed upon objectives.
3. Conduct thorough physical demands analysis of all positions at the Sun Parlor Home including possible modifications.
4. Participate in the individual employee return to work plans.
5. Educate workers on the benefits of participating in the Early and Safe Return to Work Program.
6. Communicate potential labour relations problems to management.

Employee:

1. Report any incident or illness to manager immediately.
2. Complete necessary paper work with the Program Coordinator before leaving that shift, if applicable.
3. Obtain medical approval from treating Health Professional for the Early and Safe Return to Work programs utilizing the Medical Assessment Form attached and return to Sun Parlor Home as quickly as possible.
4. Participate and cooperate with the Early and Safe Return to Work program by maintaining personal contact with program coordinator regarding physical capabilities and treatment plans (weekly basis minimum).
5. Ensure other scheduled treatment such as physiotherapy are continued in conjunction with the return to work plan.

6. Communicate any concerns to program coordinator and accommodation committee so that potential problems are openly addressed and resolved.

Manager:

1. Develop knowledge and understanding of Early and Safe Return to Work programs and Disability Management.
2. Investigate injury or complaint and ensure immediate completion of incident/accident report and submit to program coordinator.
3. Participate in the promotion of the Early and Safe Return to Work programs and provide ongoing support to those employees involved in the program.
4. Assist with the physical demands analysis for job descriptions.

Administrator:

1. Provide leadership and support to the Early and Safe Return to Work programs and Disability Management.

Attachments

- A. Physical demands analysis (this will be completed for each position at Sun Parlor Home)
- B. Letter to injured/ill employee
- C. Medical Assessment/Functional Abilities Form

Benefits to Employer

- According to the American Occupational Medical Association's Committee on practice, early return to work programs enhance both psychological and physical recovery
- Reduces medical, disability and lost time claims
- Minimizes the chance of re-injury
- Establishes a more stable work environment
- Promotes good employee morale
- Maintains the valuable relationship between employee and employer.

Benefits for Employee

- Maintains valuable relationship between employee and employer
- Allows the employee to maintain a productive life

- Allows the employee ownership of their own return to work program which will increase their confidence and motivation
- Reduces financial hardships
- Promotes psychological well-being.

ARTICLE 23 - HEALTH AND SAFETY

23.01 The Employer and the employees will cooperate to ensure adequate health and safety conditions for all employees in the Home.

23.02 The Health and Safety Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives of the Bargaining Unit. Said representation may be expanded from time to time upon request, and mutual agreement of the parties. All members shall have a vote. The Health and Safety Committee shall hold meetings in accordance with the Health and Safety Act or more frequently if requested by the Union or by the Employer. Minutes shall be taken of all meetings and copies shall be sent to all members of the Committee. Following distribution of the minutes to the Committee Members, said minutes shall be posted appropriately.

23.03 Time off for Health and Safety Training

With the permission of the Home Administrator, Union members of the Health and Safety Committee shall be entitled to time off from work, with no loss of seniority or earnings, to attend up to two (2) educational courses/seminars per year by government agencies or union for instruction and upgrading on Health and Safety matters.

23.04 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.

23.05 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, unless a Health Professional states that the employee is fit for further work on that shift.

23.06 Influenza Vaccine

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designed area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employers recognize that employees have the right to refuse any required vaccination.
- (b) If an employee refuses to take the vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time credits in order to keep her or his pay whole.
- (c) If an employee refuses to take the vaccine because it is medically contradicting, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

ARTICLE 24 - BENEFITS

24.01 Every continuous full-time employee shall join the Ontario Municipal Employees Retirement System Plan (O.M.E.R.S.). Such employee must comply with requirements of the Plan from time to time. Payments are to be made equally by the Employer and the employee as required by the Plan from time to time.

Any contribution towards an annuity by the Employer will be the responsibility of the employee, but the Employer agrees to allow the payment for such an annuity by payroll deduction.

24.02 Group Life Insurance

- (a) The Employer shall pay the premium cost of a group life insurance plan of a value equal to two (2) times annual salary or a minimum of \$10,000. All new employees shall be obligated to join such group plan.

- (b) The Employer shall pay the premium cost of a group life insurance plan for Part-time employees equal to \$10,000.00.

24.03 **Employment Insurance**

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer shall contribute according to the Employment Insurance Commission regulations

- 24.04 Effective January 1, 2023 – Annual College of Nurses (CNO) licensing fee to a maximum of three hundred dollars (\$300.00) will be reimbursed for full-time employees after one (1) year of employment with submission of original receipt. This payment will be prorated based on active months in cases where the employee is on a leave of absence. The Employer will not be responsible for any late payment fees.

24.05 **Health Benefits**

The Employer shall pay one hundred (100) percent of the premium cost of all health benefits provided. The Employer shall provide health benefits as per Schedule “A” of this Agreement.

- 24.06 The Employer shall pay for the premium cost of Extended Disability Insurance coverage for all employees. Any monies received for such insurance coverage by an employee while such employee is receiving sick leave benefits under this Agreement shall be paid by said employee to the Employer. If such employee is not receiving sick leave benefits, any monies received under such insurance coverage shall be retained by him/her.
- 24.07 The Employer agrees to pay twenty-five (25) percent of the cost of the Extended Health Care Plan as provided by the Employer’s insurance carrier on behalf of retirees that retired prior to January 1, 2020.
- 24.08 The Employer will pay full. The benefits as referred to in Schedule “A” for those employees who are eligible and receiving an unreduced pension under O.M.E.R.S. to age sixty-five (65).
- 24.09 Reimbursement of up to **two hundred dollars (\$200.00)** every **two (2)** years, payable upon receipt for purchase of CSA approved steel-toed boots for Maintenance Staff. For probationary employees, reimbursement will be processed after the completion of probation.

24.10 Disposition of. Employment Insurance (E.I.) Rebate

The Employer shall register its Wage Loss Replacement Plan with Service Canada for premium reduction purposes. The Union shall be notified of the premium reduction, which shall be disposed of in a manner mutually agreeable to the parties.

If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of the Commission.

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

24.12 In the event that any legislated changes are made which result in the basic health care system being supported by individually paid premiums, the Employer will pay one hundred (100) percent of such premiums for all present employees and their eligible dependents and twenty-five (25) percent of such premiums for former employees now retired.

24.13 The Employer will ensure that, at all times, the Insurance and Welfare Benefits coverage provided for in this and any other Article are fully in effect for all eligible employees who are qualified under the terms of the plans as they presently exist, and that all premiums necessary to continue coverage are paid. At no time will the Employer make any changes or take any actions, including any changes in insurance carrier, which results in any decrease in insurance or benefit coverage.

ARTICLE 25- GENERAL CONDITIONS

25.01 The Employer will provide a bulletin board for the use of employees, provided that no material will be posted on said bulletin board until first approved by the Administrator or his designate. One additional bulletin board will be placed in the staff lounge.

ARTICLE 26 - CONTRACTING OUT

26.01 No member of the Bargaining Unit, in the employ of the Employer or as of the 31st day of March 2022, shall be laid off during the term of this Contract, as a result of the Employer contracting out all or in part, work then being performed by such member.

26.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs, which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

ARTICLE 27 – PREGNANCY AND PARENTAL LEAVE

27.01 Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22, or 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

27.02 Supplemental Compensation (Parental Leave)

Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 or 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

27.03 In the case that an employee elects to receive extended Employment Insurance parental benefits, such that his or her weekly benefit is reduced, the Employer's financial obligation under this Article shall not increase. For greater clarity, the value of the supplemental compensation that the employer is obligated to provide to the employee shall be the same as if the Employee had not elected to receive extended Employment Insurance parental benefits. Such supplemental compensation shall continue to be paid for the period described in this Article.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

28.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer shall make an electronic copy of the Agreement available within thirty (30) days of signing and make available a copy for each employee. A printed copy will be made available upon request.

ARTICLE 30 - GENERAL

30.01 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

30.02 Unless otherwise modified by this Collective Agreement, the Employer and the Union agree that neither will, at any time, act or proceed in any manner contrary to the provisions of the Employment Standards Act, the Labour Relations Act, the Industrial Standards Act, the Occupational Health & Safety Act, or the Ontario Human Rights Code or any other statute dealing with discrimination in employment or employee safety standards.

30.03 Staff Training

The Home shall provide time off with pay, if necessary, for any employee required by the Home to write exams in any course that will result in improving the employee's ability to perform their job with the Home.

Furthermore, if any online training is mandated by the ministry or the home and if it is completed off site, the following are the parameters that will govern;

- a) If the performance of the training is to be done at home it must be approved and signed off by the manager.
- b) Standard time for each module is what will be paid although it will be rounded up to the nearest fifteen (15) minutes.
- c) Payment will be for the successful completion of the module, regardless of how many times you had to take it.

Also, if upgrading is a condition of employment, the Employer shall pay all costs for tuition and books and, if necessary, provide time off with pay and without loss

of seniority. Payment shall be made to the employee on the basis of a receipt provided and upon proof of satisfactory completion of required course. Payment shall be made within thirty (30) days.

- 30.04 The Employer agrees to indemnify all employees and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding wilful and malicious damage. Legal counsel, when required, will be provided by the Employer.

30.05 **Personal and Sexual Harassment**

In the event of alleged incidents of sexual or personal harassment, employees who believe they have become victims of sexual or personal harassment will report the circumstances in writing, to the next uninvolved Director of Nursing, Assistant Director of Nursing, Manager or Supervisor in the line of authority, giving him/her the opportunity to investigate the complaint.

The Director of Nursing, Assistant Director of Nursing, Manager or Supervisor receiving the written complaint will respond promptly and with discretion and take appropriate action.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance, which may be lodged at any stage of the grievance procedure. An Arbitration Board shall have the power to impose penalties against the harasser.

ARTICLE 31 - STRIKES AND LOCKOUTS

- 31.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

ARTICLE 32 - TERMINATION

- 32.01 This Agreement shall continue in full force and effect from April 1, **2025** up to and including March 31, **2028** unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement that it desires to amend this Agreement.
- 32.02 In the event of such notification being given as to the amendment of this Agreement is not reached, the procedures as outlined by the Ontario Labour Relations Act shall apply.

32.03 This Agreement may be extended for a specified period by mutual agreement of the parties.

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

Dated this _____ day of _____, 2025.

THE CORPORATION OF THE COUNTY OF ESSEX

PER _____
CHIEF ADMINISTRATIVE OFFICER

DIRECTOR OF HUMAN RESOURCES

SUN PARLOUR HOME EMPLOYEES CUPE LOCAL 860

PER _____
PRESIDENT

1ST VICE-PRESIDENT

2ND VICE-PRESIDENT

SECRETARY-TREASURER

RECORDING SECRETARY

CHIEF STEWARD

SCHEDULE "A" – GROUP BENEFITS**Life and Accidental Death and Dismemberment Insurance**

Class of Members	<i>Benefit Formula</i>	<i>Minimum Benefit</i>	<i>Maximum Benefit</i>
5. Sun Parlor Home Union Employees C.U.P.E. Local 860	2x earnings	\$10,000	\$100,000

Part-time employees as of September 30, 2009 are covered for \$10,000.00 Group Life Insurance.

Long Term Disability Insurance

<i>Class of Members</i>	<i>Benefit Formula</i>	<i>Maximum Monthly Benefit</i>
5. Sun Parlor Home Union Employees C.U.P.E. Local 860	66 2/3% of monthly earnings	\$4, 000

Qualifying Period: 105 days

Benefit Period: to 65th birthday

Extended Health Insurance

<i>Part</i>	<i>Benefit</i>	<u>Deductible</u>		<i>Reimbursement</i>	<i>Maximum</i>
		<u>Per person</u>	<u>Per family unit</u>		
A	Drug: Pay Direct	\$3.00 per prescription		100%	--
B	Vision: \$400.00*	None	None	100%	--
C	Hospital: ward to semi-private	None	None	100%	--
D	Supp: Health Care (Includes semi-private to private hospital coverage)	\$35**	\$70**	100%	\$10,000**
E	Out-of-Province Emergency	None	None	100%	
F	Psychologist Master of Social Work Social Worker/Counsellor Psychoanalyst Psychotherapist	None	None	100%	\$1000 per calendar year for all practitioners combined

Addition:

The benefits outlined in this schedule are provided for summary purposes only and are not intended to replace or modify the official benefit plan documents. For full and complete details regarding your benefit coverage including eligibility, limitations, and exclusions, please refer to the benefit booklet.

Chiropractic services to a maximum of \$450.00 per year.

*Maximum for eyeglasses/contact lenses every 24-month period for the member and each insured dependant. An additional \$100.00 per person in any 24 consecutive months for eye examinations.

**The deductible applies per calendar year. The deductible applies to the eligible expenses of Part D.

***Maximum amount payable applies to the eligible expenses incurred in a calendar year under Part D for the member and for each insured dependant.

Other maximums are listed under the appropriate provision page.

Termination of Insurance: If the member takes early retirement with an unreduced pension under OMERS, insurance will continue until the member's 65th birthday.

Dental Insurance

<i>Part</i>	<i>Benefit</i>	<i>Deductible per family unit</i>	<i>Reimbursement</i>	<i>Maximum</i>
A	Basic Services	None	100%	None
B	Denture Services	None	100%	None
C	Periodontal and Endodontic Services	None	100%	None
D	Prosthetic Services and Prosthodontics (Removable)	None	100%	None
E	Caps and Crowns	None	50%	\$1,500 for employee and spouse

*Recall examinations are limited to once in a 9-month period.

Orthodontic Services - \$1000.00/life-time/50% coinsurance.

Late Entrant Maximum: If an eligible person or an eligible dependant becomes insured more than 31 days after the date he became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first **twelve (12)** months of insurance will be limited to **two hundred and fifty dollars (\$250)** for the member and for each insured dependant.

Termination of Insurance: If the member takes early retirement with an unreduced pension under OMERS, insurance will continue until the member's 65th birthday.

Dental Fee Guide: The applicable fee guide is the one in force on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member. For expenses incurred in Alberta, or outside Canada by an Alberta resident, the applicable fee guide is the 1997 Alberta Fee Guide plus an inflationary adjustment determined by us.

Pay-in-lieu of benefits for part time employees: Part-time employees shall receive **twelve percent (12%)** of their regular rate of pay for per hour worked above their regular rates of pay as set out in Schedule B in lieu of all forms of health and welfare and fringe benefits except life insurance.

SCHEDULE B – HOURLY WAGE RATES
(AMENDED FOR PAY EQUITY, JANUARY 2020)

Classification	Effective	Start	6 Months	18 Months	30 Months
		Mid-low	Mid	Mid-High	High
Band 8					
Registered Practical Nurse	April 1 / 2025	\$32.43	\$33.09	\$33.97	\$34.82
	April 1 / 2026	\$33.57	\$34.25	\$35.16	\$36.04
	April 1 / 2027	\$34.74	\$35.45	\$36.39	\$37.30
Band 6					
Maintenance Charge Person Life Enrichment Aide Maintenance A	April 1 / 2025	\$27.11	\$28.00	\$28.93	\$29.81
	April 1 / 2026	\$28.06	\$28.98	\$29.94	\$30.85
	April 1 / 2027	\$29.04	\$29.99	\$30.99	\$31.93
Band 5					
Health Care Aide/ PSW Ward Clerk Cook Clerk Bookkeeper-Scheduling Clerk Bookkeeper-A/P	April 1 / 2025	\$27.08	\$27.91	\$28.77	\$29.63
	April 1 / 2026	\$28.03	\$28.89	\$29.78	\$30.67
	April 1 / 2027	\$29.01	\$29.90	\$30.82	\$31.74
Band 4					
Receptionist/Informatics Assistant Physiotherapist Assistant	April 1 / 2025	\$26.89	\$27.70	\$28.52	\$29.35
	April 1 / 2026	\$27.83	\$28.67	\$29.52	\$30.38
	April 1 / 2027	\$28.80	\$29.67	\$30.55	\$31.44

Band 3					
Housekeeping Charge Person Coordinator of Volunteer Svcs Laundry Charge Person Maintenance	April 1 / 2025	\$26.38	\$27.18	\$28.03	\$28.86
	April 1 / 2026	\$27.30	\$28.13	\$29.01	\$29.87
	April 1 / 2027	\$28.26	\$29.11	\$30.03	\$30.92
Band 2					
Dietary Aide/Food Services Worker	April 1 / 2025	\$26.62	\$27.17	\$27.97	\$28.73
	April 1 / 2026	\$27.55	\$28.12	\$28.95	\$29.74
	April 1 / 2027	\$28.51	\$29.10	\$29.96	\$30.78
Band 1					
Housekeeping Aide Laundry Aide Seamstress	April 1 / 2025	\$26.33	\$26.85	\$27.64	\$28.39
	April 1 / 2026	\$27.25	\$27.79	\$28.61	\$29.38
	April 1 / 2027	\$28.20	\$28.76	\$29.61	\$30.41
Grandfathered Incumbents		Grandfathered employees receive all future rate adjustments on the Grandfathered rate			
Physiotherapist Assistant -GP This applies only to: Kelly Child (Step 4) Nancy Neufeld (Step 4)	April 1/2025			\$29.81	
	April 1/2026			\$30.85	
	April 1/2027			\$31.93	

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Call In Procedure

The parties agree that, In the event a full-time employee is called in for overtime, the Employer will endeavour to have that employee work in their permanent area for the 8 hour or 4-hour shift. Immediately upon confirming a full-time employee is coming in, the part time or float employee shall move to the vacant area to cover the shortage in staffing.

We recognize that in some instances all the staff on the unit are the regular full-time employees, then the above would not apply and the employee called-in would go to the vacant area.

The parties further agree that the Employer shall maintain a list of employees who have notified the Department Head, in writing, their wishes to be recognized on the call-in list for overtime.

Should an emergency or extenuating situation arise at the Home, it is agreed that if the overtime list of call-in staff has been exhausted and no other staff are available, other staff may be called in to work the overtime hours if the unit would be in a position of working "short staffed".

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: Short Shift Part-time Personal Support Worker/PSW Positions

The Parties agree and understand that the seven (7) Short Shift Part-Time Personal Support Worker/PSW positions consisting of four (4) hour shifts shall continue.

The Parties further agree that the following shall apply to these positions:

1. The intent is to provide continuity of care to the residents.
 - (a) The noted compliment above shall not increase unless mutually agreed upon.
 - (b) The schedule for these positions shall be set and shall be similar to those of a full-time employee, except that the twenty (20) day schedule has a reduction of daily hours from eight (8) to four (4).
 - (c) The positions shall be posted in accordance with the Collective Agreement and shall be paid according to Schedule "B" and the specific classification.
 - (d) Benefits for the successful applicants of the job posting shall be those, which are provided to part-time employees, in accordance with the Collective Agreement.
 - (e) It is understood that the employees in these positions shall not be entitled to additional hours except when no other employee is willing to accept additional hours by virtue of a Call-in.

Further, the Parties agree that all other provisions of the Collective Agreement apply unless otherwise amended in the Letter of Understanding.

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: Permanent Employees Returning To School Full-Time

NOTWITHSTANDING that the current Collective Agreement defines the meaning of Students and Education Leave, the wishes of both the Employer and the Union are to expand on the current language.

WHEREAS from time to time an employee may request a Leave of absence to return to full time schooling in a related course which will prepare them for an opportunity with their current Employer;

AND WHEREAS they have indicated an interest to continue to work throughout this educational period;

AND WHEREAS both the Employer and the Union acknowledge that their skills and abilities are an asset and can be accommodated in the work schedule;

The parties therefore agree on the following:

- 1) This shall only apply to permanent Employees whose return to school would require them to have accommodated schedules.
- 2) The Employee who files a request for a leave of absence to return to full-time schooling may be granted the leave by the administrator or designate based on operational requirements of the Home, and shall make such request in writing no later than sixty (60) days before the leave is to begin.
- 3) The Employee shall be treated as a part-time Employee under the Collective Agreement but will waive their right to the terms and conditions of scheduling and call-ins as denoted in the current Collective Agreement. **Therefore they can be scheduled every weekend and any day they are available.**
- 4) The Employee shall provide to the Employer at the beginning of each semester their availability.

The Employer will then schedule the Employee's shift(s) after all Employees who are not attending school have been scheduled or given an opportunity to accept such available hours,

- 5) Should the Employee not provide their availability, they shall not be scheduled any shifts nor be offered call-ins until they have submitted their availability. These Employees understand that they shall not be given priority when scheduling shifts or overtime and agree to not file any grievance(s) for such claim,
- 6) Upon the employee completing their schooling they shall return to the position they held prior to their leave with all rights, benefits and conditions of the Collective Agreement.
- 7) The Employee shall be credited with seniority for all hours worked.
- 8) If the Employee demonstrates an inability to maintain the obligations of the scheduling accommodation, the Employer may terminate the arrangement.

LETTER OF UNDERSTANDING

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Employee's Scheduled Weekends off and Minimum Hours
Article 15.08 (Nursing)

The Corporation agrees to provide two (2) weekends off in each four (4) week schedule for ALL employees with alternating weekends off; except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's Holiday schedules.

There will be no guarantee of scheduled hours for part time employees and shall be based on availability to accommodate every other weekend off and replacement for full time employees, as required.

And whereas those departments not participating in the above scheduling practice, they will maintain the schedule practice as follows:

Article 15.08 Part Time employees shall be scheduled to have every third weekend off. Amendments to the normal schedule may be granted by management subject to the nature of the request along with reasonable notice; however, at all times proper staffing at the home shall be the determining factor.

Further, the new proposed language for Article 15.02 will read:

At no other time than on an Employee's scheduled shift change, or in the case of an emergency, shall they be required to work more than eight (8) hours, in the case of full-time employees, in a twenty-four (24) hour period, or more than seven and one half (7½) in the case of office and clerical employees in any twenty-four (24) hour period.

Notwithstanding the above, where an employee has been scheduled a shift, and a call-in becomes available which would normally result in overtime by applying the twenty-four (24) hour rule, overtime shall be exempt if the call-in provides a minimum of twelve (12) hours between end of shift and start of next shift. If the call-in overlaps the end of the previous shift by less than the minimum of twelve (12) hours, all continuous hours shall be at overtime.

This Letter of Understanding will be re-negotiated during collective bargaining.

LETTER OF UNDERSTANDING

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Part-time Healthcare Aides (HCA)/Personal Support Workers (PSW) **Scheduled Preferred Shifts**

The below **list of** ten (10) employees **will have their preferred shift for the life of the collective agreement. They are the top ten (1) seniority HCA/PSWs.**

Employees must provide their shift preference in writing by October 15th for the upcoming calendar year. Their shift preference does mean a preference in location or area.

If an employee does not provide their preference they will remain with the preference from the previous year.

- Susan Washburn
- Catherine Glowa
- Janice Mailing
- Janet Allen
- Anna Bulhoses
- Jill McGraw
- Melanie Vourakes
- Heather Church
- Tara Wellman
- Stephanie Hines

LETTER OF UNDERSTANDING

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Standards of Health and Safety in the Home

The Home and the Union agree that they mutually desire to maintain standards of health and safety in the Home, in order to prevent incidents, illness and injury. The employer shall take every precaution reasonable in the circumstances for the protection of a worker by:

1. Performing a risk assessment in any department/neighbourhood/area in which a risk of injury to workers from violence may arise.

The Home shall reassess the risks of violence as often as necessary to protect employees.

2. **In consultation with the Joint Health and Safety Committee, the Home shall develop, implement and maintain policies and programs with reassures, procedures and training to support the employees exposed to a risk of violence from work.**

- a) The Union agrees to use best efforts to obtain the full cooperation of its membership in the observation of all safety rules and practices.

LETTER OF UNDERSTANDING

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Wage Enhancements

1. The current Personal Support Worker (PSW) wage enhancement of \$3.00 will remain in place as long as it remains funded in accordance with “Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program”.
2. During this time, a wage adjustment will be in place for the Registered Practical Nurse of \$1.50 to maintain an appropriate differential.
3. These earnings are paid in accordance with the governing legislation.

LETTER OF UNDERSTANDING

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Use of Technology for Postings and Work Schedule

The employer and the union are committed to moving towards the use technology for postings and work schedules to enhance accessibility for employees.

No later than April 1, 2026:

- The employer will commit to education for all employees to access County Connect via their personal device.
- The employer will commit to emailing all employees their schedules within their classifications via the employees Sun Parlor email address. Once the schedule is available on and off site either with the current or new software, the schedules will no longer be sent by emails.
- Employees will post for all positions electronically (via county connect, or any potential future recruitment software).
- If any potential future recruitment software is implemented, the employer will commit to education for all employees.
- The employer may post concurrently on the job posting board and electronically prior to April 1, 2026.
- Postings solely electronically will take place no later than April 1st 2026 provided that the education has been provided and schedules are also provided by email. In all events, the Union and employees will be given 4 weeks advance notice of the transition to fully electronic postings.

Once the above is in effect, the new language for 11.01a):

When a vacancy does occur or a new position is created within the bargaining unit, the employer will post the position electronically, and all employees will

receive an email notification indicating that the position has been posted. It will be posted for a period of six working days for the purpose of permitting any member of the bargaining unit to make an application thereof.

If the employer is aware of an upcoming vacancy or new position, and if practicable to do so, shall post such position electronically no earlier than fifty-six (56) days and no later than thirty (30) days prior to date when the position will be open.

Employees wishing to post on positions will do so by applying electronically. Except in extenuating circumstances, any employee who wishes to withdraw from a posting shall do so in writing to Human Resources prior to the closing of the posting. The successful applicant shall be notified in writing within three (3) days as well as notifying the union as to the successful applicant.

LETTER OF UNDERSTANDING

Between

SUN PARLOR HOME FOR SENIOR CITIZENS

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

RE: Limit on Job Postings Entitlement

Employees can apply to and be awarded a maximum of two (2) permanent and four (4) temporary postings per calendar year. If an employee exhausts their permanent transfer opportunities and has been affected by a layoff, they will be permitted to apply on one (1) additional permanent posting.



The Corporation of the County of Essex
By-Law Number 2025-32

A By-law to Authorize the Execution of a Collective Agreement between the Ontario Nurses Association (ONA) Local 8 and the Corporation of the County of Essex.

Whereas it is deemed expedient to execute a Collective Agreement between Ontario Nurses Association (ONA) Local 8 and the Corporation of the County of Essex;

Now therefore the Council of The Corporation of the County of Essex enacts as follows:

- 1) **That** the Warden and Clerk be, and they are hereby authorized to execute the Collective Agreement, dated April 1, 2023, with an expiration date of March 31, 2025, between ONA Local 8 and the Corporation of the County of Essex, a copy of which is appended to this By-law 2025-32; and,
- 2) **That** this By-law 2025-32 be given three readings, and shall come into force and take effect after the final passing.
- 3) **That** this By-law 2025-32 shall take precedence over any by-law deemed to be inconsistent herewith.

Read a first, second and third time and Finally Passed this Sixth day of August, 2025.

Hilda MacDonald, Warden

By-Law Number 2025-32

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Katherine J. Hebert, Clerk

Clerk's Certificate

I, Katherine J. Hebert, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2025-32** passed by the Council of the said Corporation on this **Sixth day of August, 2025.**

Katherine J. Hebert, Clerk
Corporation of the County of Essex



The Corporation of the County of Essex

By-Law Number 2025-33

A By-law to Confirm the Proceedings of the Council of the Corporation of the County of Essex for the Regular and Closed Meetings held August 6, 2025.

Whereas pursuant to Section 5(1) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, the powers of a municipality shall be exercised by its Council;

And whereas pursuant to Section 5(3) of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, a municipal power, including a municipality's capacity, rights, powers, and privileges pursuant to Section 8 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, shall be exercised by By-law, unless the municipality is specifically authorized to do otherwise;

And whereas it is deemed expedient that the proceedings of the Council of the Corporation of the County of Essex at its meetings be confirmed and adopted by By-law;

Now therefore the Council of the Corporation of the County of Essex hereby enacts as follows:

- 1) That the actions of the Council of the Corporation of the County of Essex in respect of all recommendations in reports of committees, all motions and resolutions and all other action passed and taken by the Council of the Corporation of the County of Essex, documents, and transactions entered into during the Regular and Closed Meetings held August 6, 2025, be and are hereby adopted and confirmed as if the same were expressly embodied in this By-law;
- 2) That the Warden and proper officials of the Corporation of the County of Essex are hereby authorized and directed to do all the things necessary to give effect to the decisions of the Council of the Corporation of the County of Essex during the said Regular and Closed

By-Law Number 2025-33

Page 2

Meetings held August 6, 2025, referred to in Section 1 of this By-law;
and

- 3) That the Warden and the Clerk are hereby authorized and directed to execute all documents necessary to the action taken by the Council of the Corporation of the County of Essex during the said Regular and Closed Meetings held August 6, 2025 referred to in Section 1 of this By-law and to affix the Corporate Seal of the Corporation of the County of Essex to all such documents.

This By-law shall come into force and take effect after the final passing thereof.

Read a first, second and third time and Finally Passed this Sixth day of August, 2025.

Hilda MacDonald, Warden

Katherine J. Hebert, Clerk

Clerk's Certificate

I, Katherine J. Hebert, Clerk of the Corporation of the County of Essex, do hereby certify that the foregoing is a true and correct copy, of **By-law Number 2025-33** passed by the Council of the said Corporation on this **Sixth day of August, 2025.**

Katherine J. Hebert, Clerk
Corporation of the County of Essex