

COLLECTIVE AGREEMENT

BETWEEN:

CORPORATION OF THE COUNTY OF GREY



-AND-

CANADIAN UNION OF PUBLIC EMPLOYEES



AND ITS LOCAL 1530

June 1, 2021 – May 31, 2025

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THIS AGREEMENT MADE THIS 1st DAY OF JUNE 2021

BETWEEN:

CORPORATION OF THE COUNTY OF GREY

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1530**

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Transportation Services Department and its employees, and to provide a procedure for the prompt and equitable disposition of its grievances, and to establish working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE 2 - DEFINITIONS

2.01 For the purposes of this Agreement the terms "Employee", "Employer", "Probationary Employee", "Regular Employee", "Seasonal Employee", and "Call In" shall be interpreted to mean:

- a) **"Employee"** - This term applies to a person employed by the Grey County Transportation Department of the Employer who falls within the scope of the bargaining unit described in Article 4 - Recognition.
- b) **"Employer"** - The Employer is the Corporation of the County of Grey.
- c) **"Probationary Employee"** - This term applies to employees during the first 480 hours following the last date of hiring. Probationary employment, for any reason not contrary to law, may be terminated by the Employer, and there shall be no recourse to the grievance procedure on the part of the employee, the grievance committee of the Union, or the Union.
- d) **"Regular Employee"** - An employee who is other than a Probationary Employee or a Seasonal Employee.

- (e) Seasonal Employee – The term Seasonal Employee applies to an employee who is hired by the Employer for a minimum four hundred and eight (480) hours summer season and four hundred and eighty (480) hours winter season. Seasonal employees are expected to be available for both summer and winter employment at time of recall. During winter season (November-April) forty (40) hours per week are not guaranteed. [Exception: Those who may fill in as a temporary full time.]
- (f) Call In – The term applies to an employee that must be available to receive a telephone call and report to work as directed.
- (g) Summer Student – The term applies to an employee that is hired through the summer season and enrolled for a return to school year.
- (h) Summer Season – The term applies to the period from the second Monday in April to the last Sunday in October each year.
- (i) Winter Season – The term applies to the period from the last Monday in October to the second Sunday in April each year.
- (j) Steward – is an employee who is a qualified member of the Union in good standing, appointed or otherwise selected by the Union. It will be his duty to assist employees in the presentation of grievances under this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes that it is the right of the Corporation to generally manage the affairs of the Municipality, including the right to maintain order, discipline and efficiency, to hire, discharge, transfer, promote, demote, appraise and suspend employees, provided that a claim of discriminatory promotion, demotion, or transfer, or a claim that an employee has been discharged or disciplined without reasonable cause or claim that the exercise of the foregoing rights is inconsistent with the terms of this Collective Agreement, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 4 - RECOGNITION

4.01 The Corporation recognizes the Canadian Union of Public Employees and its Local 1530 as the exclusive bargaining agent for all employees of the Corporation of the County of Grey in its Transportation Services Department, save and except project Supervisors, Area Supervisors, Shop Foremen, General Supervisors, those above the rank of General Supervisor, Office, Technical, Clerical staff, clerical students, and students on a co-operative basis registered with a school or university cooperative program.

ARTICLE 5 – CONTRACTING OUT

- 5.01 The Employer will not transfer, or contract out work of the bargaining unit if doing so would be to reduce the regular hours of a regular employee, or would result in the layoff of a regular employee.

ARTICLE 6 - RELATIONSHIP

- 6.01 The Corporation agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Corporation, or by any of its representatives with respect to an employee because of membership in or connection with the Union, and that membership in the Union will not be discouraged.
- 6.02 The Union agrees that there will be no intimidation, interference, restraint, or coercion exercised or practised upon employees of the Corporation or by any of its members or representatives and that there will be no solicitation for membership or other Union activity at the place which an employee works during his working hours, except as is provided for under this Agreement.
- 6:03 The parties acknowledge the mutual benefit of good communications regarding changes in the workplace. In this regard, the Employer is committed to consulting with the Union at the earliest practical time about changes to be implemented which would impact the Union membership or this agreement.
- 6:04 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Permission shall not be unreasonably withheld for such representative to have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

ARTICLE 7 – UNION DUES

- 7.01 Employees shall be required to pay regular monthly Union dues as a condition of employment, commencing from the first day of hire. The Corporation agrees to deduct Union dues at an amount of 2% of all regular hours of work, or at such other rate as may be established by the Union Local.
- 7.02 All sums deducted, together with a record of those from whom deductions have been made, and the amount shall be forwarded to the National Secretary-Treasurer of the Union, not later than ten (10) days following the last deduction in each month. Such record shall reflect the total normal gross wages for full time employees and the total normal gross wages for employees having worked 85 hours per month or less for the period for which dues were deducted.

7.03 At the time T-4 slips are prepared, the Corporation shall type on the amount of Union Dues the Employer has deducted for the previous year.

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.02 A negotiating committee may be appointed and consist of not less than four members of the union who are employees of the Bargaining Unit and no greater than a number equal to the Employer's representatives. The Union will advise the Employer of the nominees to the Committee.

ARTICLE 9 - STEWARDS

9.01 A Steward is an employee who is a qualified member of the Union in good standing appointed or otherwise selected by the Union. It will be his duty to assist employees in the presentation of grievances under this Agreement.

9.02 In order to provide for an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to four (4) Stewards.

9.03 The Union will inform the Employer in writing of the names of the Stewards and of any subsequent changes. The Employer shall not be required to recognize the Stewards until such notification has been received.

9.04 In the event that the Stewards are absent, the Local President may act on behalf of the Steward in processing a grievance.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 The parties to this Agreement agree that it is of the utmost importance to adjust complaints and grievances as quickly as possible in accordance with the procedures set out herein.

10.02 It is understood and agreed that an employee has discussed the matter with his immediate Supervisor/Designate and given him an opportunity to deal with or adjust the complaint within five (5) working days after the circumstances giving rise to the alleged grievance occurred. The

Supervisor shall make his decision known to the employee five (5) working days of the time the matter was brought to his attention.

Failing resolution, the matter may then be processed as a grievance as follows:

10.03 **STEP 1**

The Union shall present the grievance in writing to the Maintenance Manager, within ten (10) working days after the decision of the Supervisor. The Maintenance Manager shall give his decision in writing within five (5) working days of the presentation of the grievance.

STEP 2

If the Union is not satisfied with the decision, within ten (10) working days following the decision in Step 1, the grievance may be submitted in writing to the Human Resources/Department Head or his/her designee. A meeting will then be held between the Transportation Services Director, Human Resources, the grievor and his/her steward within ten (10) working days of the submission of the grievance at Step 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Union may be present at that meeting. It is further understood that the County may have such counsel and assistance as he/she may desire at such meeting. The decision of the County shall be delivered in writing within ten (10) working days following the date of such meeting. If the Union is not satisfied with the written response, the Union may proceed to Step Three within three (3) days of the receipt of the written response.

STEP 3

The CAO and/or his/her designate, will meet with representatives of the Union and make a decision within fourteen (14) working days of the date of a request for such a meeting, or within a time mutually agreed upon. If the parties at this Step are unable to reach a satisfactory settlement and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, then the matter may be referred to arbitration as provided in Article 11 at any time within fourteen (14) working days thereafter but not later.

10.04 All replies to grievances shall be in writing.

ARTICLE 11 - ARBITRATION

11.01 When either party requests that a grievance, which has been properly carried through all applicable steps of the grievance procedure, be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the Agreement indicating the name of its nominee on an Arbitration Board. The two arbitrators shall then select an impartial Chairman.

11.02 If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairman with ten (10) days of appointment, the appointment shall be made by the Minister of Labour upon request of either party.

- 11.03 The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within a reasonable time.
- 11.04 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge, suspension, or discipline grievance by an arrangement which in its opinion it deems just and equitable.
- 11.05 Each party shall pay:
- a) the fees and expenses of the arbitrator it appoints;
 - b) one-half (1/2) the fees and expenses of the Chairman.
- 11.06 The time limits fixed in both the grievance and arbitration procedure may not be extended except by consent of the parties to this Agreement in writing.
- 11.07 The nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and shall not be subject to change in later steps.
- 11.08 In determining the time which is allowed in the various steps, Saturday, Sunday, and Statutory Holidays shall be excluded, and any time limits may be extended by agreement in writing.
- 11.09 If both parties agree, the Union or the County may make application for the appointment of a single Arbitrator pursuant to the Ontario Labour Relations Act as an alternative to the above provisions.

ARTICLE 12 - DISCIPLINE

12.01 Right to Have Steward Present

Where the Transportation Services Director intends to interview an employee for investigation and/or disciplinary purposes, he shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

- 12.02 A claim by an employee who has completed his probationary period that he has discharged without just cause shall be treated as a grievance if a written statement of such grievance is

lodged with the Transportation Services Department Director or his delegate within five (5) working days after the employee is discharged and the First Stage of the Grievance Procedure will be omitted in any such case.

While it is acknowledged that probationary employees have the right to grieve, it is understood and agreed that probationary employees may be terminated where they are unsuitable or where they are surplus to the Employer's needs. It is further acknowledged that a probationary employee may be discharged for a lesser standard than just cause.

12.03 Such special grievance may be settled under the Grievance and Arbitration Procedures by:

- a) confirming the employee's dismissal;
- b) reinstating the employee with full compensation for the time lost; or
- c) by any other arrangements which are reasonable within the opinion of the conferring parties or the Arbitration Board.

12.04 **Personnel Records**

- a) An employee shall have the right at any time to have access to and review his/her personnel records. An employee shall have the right to make copies of any material contained in his/her personnel record.
- b) After a 36-month (3 year) time period from date of an infraction/incident, this incident is considered deleted from the employee's personnel file.

12.05 **Employees' Address and Telephone Number**

It shall be the responsibility of all employees to keep the Employer informed of their current address and telephone number.

ARTICLE 13 – SENIORITY

13.01 Seniority is defined as the length of service in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recall. Seniority shall operate on a bargaining unit basis, having regard to the qualifications of the employee to perform the duty in question.

13.02 In the exercising of seniority as provided herein, there will be a seniority list for all regular employees. An up-to-date copy of the list shall be sent to the President and Recording Secretary and posted on bulletin boards on June 1st and December 1st of each year.

13.03 **Probationary Employees**

An employee will be on probation and shall not acquire seniority until he has completed a period of equal to 480 continuous total hours of work with the Employer. Upon completion of such probationary period, his seniority shall be calculated from the date he commenced his continuous employment.

- 13.04 An employee who is affected by a work shortage will be entitled to claim the job of another employee, subject to the following conditions:
- a) that such other job is held by an employee with less seniority on the seniority list;
 - b) that such other job is within the same or a lower occupational classification; and,
 - c) that the employee claiming such other job shall have the skill, ability, and suitability as defined in Article 14.06 to perform it without any training period.

Seasonal employees shall be laid off first followed, if necessary, by other employees in reverse order of seniority.

- 13.05 Recalls to work after a lay-off shall be made in order of seniority provided that employees so recalled have the skill, ability, and suitability to perform the work required.

- 13.06 Once seniority has been acquired it will be lost and the employee shall be deemed to have been terminated for the following reasons:

- a) voluntary resignation;
- b) discharge for cause unless such discharge is reversed through the Grievance or Arbitration Procedure;
- c) lay-off for a period longer than eighteen (18) months for permanent employees;
- d) failure to return to work after lay-off within five (5) working days after notification by registered mail;
- e) absence from work for three (3) working days without a leave of absence or without a satisfactory explanation for the absence being given to the Employer.

- 13.07 It is agreed seniority will not be operated in a manner which will prevent the Employer from maintaining a working force, qualified, and able to do the work which the Employer deems necessary.

- 13.08 In the case of a lay-off which is expected to be of less than thirteen (13) weeks duration, the Employer shall notify employees who are to be laid off five (5) working days before such lay-off is to be effective. If the employee has not had the opportunity to work five (5) full days after

notice of lay-off, he shall be paid in lieu of work for that part of five (5) days during which work was not made available.

- 13.09 The employer may transfer employees who have been absent from work on Long Term Disability for twenty-four (24) consecutive months to inactive status in order to replace the position on an interim basis.

Any employee who is subsequently certified fit for full duties shall be engaged in the position and patrol they held prior to going on LTD.

- 13.10 For all employees with less than full-time status, seniority will be based on all hours worked.

ARTICLE 14 - JOB VACANCIES

- 14.01 When a vacancy occurs in any regular job or a new job becomes available, notice of such vacancy shall be posted for ten (10) working days on bulletin boards in each Patrol Office.

- 14.02 Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills and wage rate. Qualifications shall not be established in a discriminatory manner.

- 14.03 The Employer shall promptly transmit to the Union a copy of each notice of vacancy so posted.

- 14.04 Any employee in a lower occupational classification may apply in writing to the Transportation Services Department Director for such posted job within the limit of time specified in Clause 14.01 above. Such application shall be made in duplicate and one (1) copy thereof shall be signed by the General Supervisor and returned to the employee.

- 14.05 The Employer shall within ten (10) working days after notice of vacancy has been posted for ten (10) working days, post on the same bulletin boards for at least two (2) working days the name and length of service of the successful applicant for such job. If there is no applicant or no successful applicant for such job, the Employer shall post such fact on the bulletin boards and the Employer will then be free to assign an employee to fill the vacancy. When a position vacancy occurs during the winter months at a patrol, the position will be filled temporarily within that patrol until April 15th, upon which time if the position is to be filled it will be posted according to the Collective Agreement.

- 14.06 The Employer shall consider the following two (2) factors when determining which applicant is to fill the vacancy:

- a) the seniority ranking of the employee affected;

- b)
 - i) the skill, ability, and performance of the individual to fulfil the normal requirements of the job;
 - ii) where skill, ability and performance record are relatively equal among two or more applicants, seniority will govern. A regular employee will be considered senior to a seasonal employee.

If the employee proves unsatisfactory in the position during the trial period of 320 total hours, or if the employee so requests during the trial period, he shall be returned to his former position without loss of seniority, previous wage or salary rate and any other employee who, in the meantime, had been transferred in consequence of the transfer of the original successful applicant, shall likewise be returned to his previous position without loss of seniority, previous wage or salary rate.

14.07 The job posting procedure as set out in Clause 14.01 shall apply only to the filling of permanent full time positions. The job posting procedure as set out in Clause 14.01 shall apply to the filling of the initial seasonal vacancy and to the vacancy which may be created by the transfer of a successful job applicant to that initial vacancy. Further vacancies created by the job posting procedure shall be filled as may be determined by the Employer, either by internal promotion or transfer or by hiring a new employee.

14.08 The following positions shall be posted as set out in 14.01:

- a) Employees to supervise construction drainage projects, spot improvement projects, base repair projects, bridge crew projects, tree crew...
- b) Employees to be Grade Persons on Construction Projects...
- c) Employees to replace Area Foremen or Lead Hands during their absence (holidays, time off, etc.)
- d) Inspectors for the following contracts...
 - i) Asphalt Resurfacing
 - ii) Rout and Seal
 - iii) Granular Seal
- e) Bridge crew, tree cutting crew, bridge washing crew....
- f) Employees to be Operators and Winter Road Patrollers weekday nights, weekend days, and nights.....shall be assigned in accordance with the provisions of 14.06 above.

Further, seasonal employees may only be considered if no qualified regular employee applies.

14.09 Employee training will be offered by the Corporation, based on skill, ability, interest, availability and requirements of the Department.

14.10 Bargaining Unit Members Replacing Supervisors

The Parties recognize it is within the rights of the Corporation to assign bargaining unit members to supervise construction, the brushing crew, or to replace an Area Supervisor or Lead Hand as per Article 21.05. An employee assigned to supervise, construction or the brushing crew, as determined by the awarded postings, shall receive the Lead Hand Wage rate. Furthermore, Article 29.01; An employee who is assigned as a temporary non-union supervisor may not be required to be recognized as an Officer of the Union under the terms of this Agreement, for the duration of such temporary assignment.

The Parties hereto agree, the Labour Management Committee is an appropriate avenue to discuss concerns dealing with members of CUPE Local 1530 replacing construction supervisors, Lead Hands, or Area Supervisor of the Corporation.

No member of the union will be assigned to a position outside of the bargaining unit without his/her consent.

ARTICLE 15 – LAYOFF, BUMPING AND RECALL

15.01 Definition of a Layoff

- a) Where an employee has been advised that his position is being eliminated or will have a permanent reduction in hours, this shall constitute a layoff.
- b) In the event of a layoff, employee shall be laid off in accordance with Seniority; Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

15.02 Layoff Procedure

- 1) Where an employee has been advised that they will be laid off, the employee may choose to bump another bargaining unit member who has lessor seniority as long as the employee has the required qualifications to perform the job.
- 2) The employee must notify the Employer in writing of their intention to exercise their bumping rights within seven (7) calendar days of receiving their notification of the reduction of hours or position.
- 3) Subsequent bumping occurring under the layoff will follow the process established under items 1) and 2).

15.03 Notice of Layoff

In the event of a proposed layoff of regular full-time employees, the Employer will provide (2) two weeks written notice.

- (a) Provide the Union with at least eight (8) weeks' notice prior to implementation. This notice is not in addition to required notice for individual employees.
- (b) Provide affected employees with notice in accordance with the Employment Standards Act. The Act will be considered to provide the following additional notice;
 - For service greater than two (2) years – three (3) weeks' notice
 - For service greater than five (5) years – four (4) weeks' notice
 - For service greater than ten (10) years – eight (8) weeks' notice

15.04 Recall Procedure

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedures, and has not been filled. In determining the ability and qualifications of an employee to perform the work for the purposes of the first sentence above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable or unqualified to perform the work available.
- (c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing). the notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

16.01 SUMMER MONTHS

During the summer months, starting on or about the second Monday in April:

- a) Subject to 16.01 b), the regular hours of work shall be 7:00 a.m. to 5:30 p.m. with one-half hour lunch, Monday to Thursday. The construction employees' regular hours of work will be as determined by the employer with a guaranteed ½ hour lunch
- b) Each regular employee shall be guaranteed wages for forty (40) hours per week providing the employee is available for work each working day;

- c) Overtime at the rate of time and one-half (1 1/2) an employees' regular rate will be paid for assigned work performed between 6:00 p.m. and 6:00 a.m. or on a Saturday or a Sunday and also for all work in excess of forty-three (43) hours per week.
- d) When overtime shifts become available in a patrol, those shifts will be offered in order of seniority at the patrol yard.
- e) Employees who are required to work their full shift commencing later than 2:00 p.m. shall receive premium equal to ten percent (10%) of their regular hourly rate during those hours.
- f) Employees who have a permanent Lead Hand position are required to be on a weekly on-call schedule, to be compensated in accordance with Article 21.07 (e).

16.02 WINTER MONTHS

During the winter season (as per Article 2.01 (i)), employees will be required to work in accordance with a pre-determined work schedule drawn up by the Employer which will ensure that regular employees will be excused from call-in at least two (2) weekends in every five (5). Wage rates for winter positions will commence with the implementation of the winter schedule. Furthermore, during this period:

- a) Subject to 16.02 b), the regular hours of work shall be 7:00 am to 3:30 pm with one-half hour lunch, Monday to Friday; with the exceptions, when regular operators are called in early to deal with adverse weather conditions (as per weekend call-in schedule in the winter book).

Regular operators shall be available for Call in from Monday to Friday. During this time the operators may be called in to work as required. Regardless of the time the employee is called in, the employer can send the employee home after eight (8) hours worked.

Regular operators may be called in at other times to deal with adverse weather conditions (as per weekend call-in schedule in the winter book), and Early Morning patrol (weekdays) and Afternoon shift, in which the hours are:

<u>Early Morning Patrol (Night Patrol)</u>	<u>Afternoon Shift</u>
Monday to Friday	Monday to Friday
12:00 a.m. – 4:00 a.m. (4 hours)	3:30 p.m. – 7:30 p.m. (4 hours)
4:00 a.m. – 4:30 a.m. (lunch)	7:30 p.m. – 8:00 p.m. (lunch)
4:30 a.m. – 8:30 a.m. (4 hours)	8:00 p.m. – 12:00 a.m. (4 hours)

A working one-person patrol may be established in each area to carry out road inspection as well as spot plowing and spreading during the following periods, if required. This person will be

responsible to call out and supervise all additional plow and sand equipment as well as the regular and temporary staff to operate equipment. The hours of responsibility for Weekend Patrol/Weekday Operator will be as follows:

Weekend Night Patrol (Early Morning) / Weekday Operator - 8 Hour Shifts

12:00 am (Midnight Friday) to 8:30 am (Saturday)
12:00 am (Midnight Saturday) to 8:30 am (Sunday)
3:30 pm to 12:00 am (midnight) Monday, Tuesday and Wednesday

Weekend Day Patrol / Weekday Operator – 8 Hour Shifts

8:00 am Saturday to 4:30 pm Saturday
8:00 am Sunday to 4:30 pm Sunday
3:30 pm to 12:00 am (midnight) Monday, Tuesday and Wednesday

Weekend Afternoon Patrol / Weekday Operator – 8 Hour Shifts

3:30 pm Saturday to midnight Saturday or 12:00 am Sunday
3:30 pm Sunday to midnight Sunday or 12:00 am Monday
3:30 pm to 12:00 am (midnight) Wednesday, Thursday and Friday

A rotating shift schedule for Weekend Operators will be drawn up using full time, seasonal and available new hires, as required, to fill the shifts.

The Mechanic will be paid the sum of thirty-five dollars (\$35.00) per day for being on call. (Saturday and Sunday). Increase to \$40.00 effective June 1, 2023.

Winter Plow/Sander Operators who receive notification to report to work for winter maintenance operations, shall report to their workplace within one (1) hour after the time of notification.

- 16.02 b) an employee who is not notified to the contrary and who reports for work at his regular starting time and for whom regular work is not available will receive alternate work or will be paid a minimum of three (3) hours at his regular hourly rate;

For those Regular Employees who are scheduled 2 consecutive days off during the week but are called in to work on either one of those two days off, will receive time and one-half (1 ½) an employee's regular rate.

- c) Overtime at the rate of time and one-half (1 1/2) an employees' regular rate will be paid for assigned work performed for all work in excess of forty-three (43) hours per week. Regular

employees who have a regular schedule from Monday to Friday who are called in on a Saturday or Sunday, shall be compensated at time and one-half (1½).

- d) All regular and seasonal employees scheduled to work forty (40) hours shall receive, as a minimum, forty (40) hours at his regular rate for each calendar week providing the employee is available for work when called;
- e) No regular employee shall be required to layoff during regular scheduled hours to offset weekend overtime hours.
- f) When overtime shifts become available in a patrol, those shifts will be offered in order of seniority at the patrol yard.
- g) Employees who are required to work their full shift commencing later than 4:00 p.m., or prior to 7:00 a.m., shall receive premium equal to ten percent (10%) of their regular hourly rate during those hours.
- h) Employees assigned to winter road patrol duties shall be compensated at the rate identified in Schedule A.

16.03 General

- a) For the purposes of computing overtime under Clause 16.01 (c) and 16.02 (c) above, time worked on a Saturday or on a Sunday will not count for the purposes of computing weekly overtime.
- b) A employee who is called to work outside normal hours, after normal stopping time or after he has left work for the day will be paid a minimum of three (3) hours at his regular hourly rate.
- c) Two (2) rest periods of ten (10) minutes duration will be recognized during regular working hours, one in the a.m. and one in the p.m.

16.04 Hours worked in excess of forty (40) in a week, but less than forty-three (43) hours in a week, may be banked at the rate of one hour for each hour worked and hours worked in excess of forty-five hours in a week or on a Saturday or Sunday may be banked at the rate of one and one-half (1 1/2) hours for each hour worked, which time will be taken off at a later date with pay in lieu of being paid for time worked over forty hours in a week or overtime premium as applicable.

An employee may apply the foregoing procedure to a maximum of one hundred and twenty (120) hours in any year.

Such lieu time off must be taken at a mutually agreeable time on a seniority basis, with due consideration to work schedules.

This time should be taken off by May 31st of the following year to coincide with the union contract year. If accrued overtime is not taken by May 31st of the following year, the balance will be paid on the following pay.

Early morning, afternoon, weekend, or night shift cancellations shall be made by the Director of Transportation Services or his designate(s) and posted in the affected work location(s).

16.05 No permanent full time bargaining unit employee will be laid off for the term of the agreement due to contracting out.

ARTICLE 17 - PAID HOLIDAYS

17.01 Provided that the employee is at work on the shift immediately prior to and subsequent to the holiday concerned (unless on approved paid leave of absence), such employee shall receive pay at the regular number of hours work at his regular rate of pay for the following holidays:

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

17.02 If the holiday falls on a Saturday or Sunday it will be observed on the following Monday. In the case of consecutive holidays falling on a weekend, one such holiday will be observed on the Tuesday.

17.03 For any work performed on the above noted holidays or days upon which they are celebrated, employees shall receive time and one-half (1 1/2) for all hours actually worked in addition to their holiday pay as above provided for.

17.04 If the Corporation proclaims or declares a holiday on a regular working day, such proclaimed or declared holiday will become a paid holiday in addition to the holidays set out above.

17.05 Where a paid holiday falls during winter schedule, there will be one patroller per shift, per patrol. Employees will identify their availability to be called in to their normal winter position in advance. If additional staff are required they will be called in seniority basis per patrol based identified availability.

ARTICLE 18 - VACATION PLAN – Seasonal Exempt

18.01 The Corporation recognizes the need for rest and recreation on the part of its employees and has therefore provided the Vacation Plan outlined in the following paragraphs. Vacations are allowed as a period of change and rest for the good of the employee and the Corporation alike. Therefore, continuous service without vacation but with extra compensation is not regarded as good policy, and no employee may make such election. Vacations will be scheduled and taken in the current contract year. However, an employee may carry over a maximum of 25% of the annual vacation into the succeeding year. In exceptional circumstances, an employee may make application to the Corporation to carry over more than 25% of the annual vacation, to be used within the succeeding year. Approval from the Director of Transportation Services is required.

18.02 Length of continuous service on June 30th in the vacation year will be the essence of qualification for paid vacation.

18.03 Employees within the bargaining unit shall be granted vacation and paid vacation pay at the time of starting their vacation as follows:

- a) Employees with less than one (1) year of continuous service as of June 30th of any year shall receive a vacation allowance of four percent (4%) of gross earnings. In addition, vacation time off shall be based on one (1) day per month of service to June 30th, to a maximum of two (2) weeks of time.
- b) Employees with one (1) year but less than three (3) years of continuous service as of June 30th in any year shall receive a vacation of two (2) weeks with vacation pay of four percent (4%) of gross earnings in the previous twelve (12) month period.
- c) Employees with three (3) years but less than seven (7) years of continuous service as of June 30th in any year shall receive a vacation of three (3) weeks with vacation pay of six percent (6%) of gross earnings in the previous twelve (12) month period. The third (3rd) week of vacation may not necessarily be contiguous with the other two (2) weeks.
- d) Employees with seven (7) years, but less than fifteen (15) years of continuous service as of June 30th in any year shall receive a vacation of four (4) weeks with vacation pay of eight percent (8%) of gross earnings in the previous twelve (12) month period.

The third and fourth weeks of vacation may not necessarily be contiguous with the other two (2) weeks.

- e) Employees with fifteen (15) years, but less than twenty-five (25) years of continuous service as of June 30th in any year shall receive a vacation of five (5) weeks with vacation pay of ten percent (10%) of gross earnings in the previous twelve (12) month period. The third, fourth, and fifth weeks of vacation may not necessarily be contiguous with the other two (2) weeks.
- f) Employees with twenty-five (25) years or more of continuous service as of June 30th in any year shall receive a vacation of six (6) weeks with vacation pay of twelve percent (12%) of gross earnings in the previous twelve (12) month period. The third, fourth, fifth, and sixth weeks of vacation may not necessary be contiguous with the other two (2) weeks.

18.04 In the event of a Statutory Holiday falling within an employee's vacation period, he shall then be entitled to another day off with full pay.

18.05 In scheduling the vacation of employees, preference in the choice of dates of vacations will be given to employees having regard to their respective length of continuous service with the Corporation, provided that in the opinion of the Corporation it does not interfere with proper and efficient service and operation.

18.06 Employees leaving the employ of the Corporation during the vacation year will be entitled to receive credit, calculated in accordance with this plan to the date of leaving.

18.07 All deductions normally made from an employee's regular pay shall be deducted from the vacation pay.

18.08 Vacation entitlement shall cease to accrue when an employee is in receipt of Long Term Disability benefits in excess of twelve (12) months.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 The Corporation may grant leave of absence without pay to any employee for legitimate personal reasons. During such leave of absence, if granted in writing, seniority shall continue to accumulate as though the employee were actually at work in his regular occupation.

19.02 Leave of absence without pay and without loss of seniority will be granted employees to attend functions of the Union, such as conventions, conferences, seminars, schools, and workshops, provided that such leave does not exceed a total of fifteen (15) working man days per year and provided the Department Head shall make the final decision as to whether an employee can be

reasonably spared from his duties for this purpose. Such permission shall not be unreasonably withheld.

19.03 The Employer agrees that where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry out negotiations with the Employer up to and including the Conciliation Officer level, or with respect to a grievance, they shall suffer no loss of pay for the time so spent. Permission for absence for such purposes shall not be unreasonably withheld.

19.04 An employee who is elected or selected for a full-time position with the Union shall be granted a leave of absence for one year under the following conditions. Such leave of absence shall be without pay or benefits and while seniority will be retained under this Agreement, there will be no accumulation of seniority during such leave. Such leave may be renewed each year on written request.

Conditional on approval of the carrier, the employee or the Union may pay the premiums involved in order to continue the benefits described in this Agreement.

19.05 Bereavement

Employees will be allowed a leave of absence with full pay up to a limit of five (5) working days for grieving the loss of employee's spouse, common-law spouse, child, step child, parents, parents-in-law or siblings. Such leave will be taken within seven (7) calendar days of the death.

Employees will be allowed a leave of absence with full pay up to a limit of three (3) working days for grieving the loss of brother and sister in-laws, grandparents, grandparents-in-law, and grandchildren. One working day will be allowed to attend the funeral of aunts and uncles. Such leave will be taken within seven (7) calendar days of the death.

If a burial or memorial service is not held within the time limits references above, an employee can utilize one (1) day of his/her entitlement, as determined above, within six (6) months following the date of bereavement for the purposes of attending the burial or memorial service.

19.06 Pregnancy and Parental Leave

The Corporation agrees to adhere to the provisions of the *Employment Standards Act* as currently in force or as may be amended from time to time in regards to Pregnancy and Parental Leave.

ARTICLE 20 - EMPLOYEE BENEFITS

20.01 Except for students hired for the school vacation period, the benefit package for an employee who has completed the probationary period will be as outlined below, with 100% of the premiums for such package paid by the Corporation.

- Ontario Employer Health Tax
- Insurance coverage as set out in the group policy and which provides the following:
 - i) Weekly indemnity benefits commencing first day of non-compensable accident and 8th day of illness for a maximum period of 15 weeks. Benefit equals 75% of weekly earnings.
 - ii) Long Term Disability Benefit which commences after a qualifying period of 15 weeks. Benefit equals 75% of monthly earnings, plus 2% C.O.L.A. effective January 1st of each year.
 - iii) Life Insurance equal to one and one half (1 1/2) times annual earnings adjusted to the next highest \$1,000.00.
- Accidental Death and Dismemberment in the same amount as Life Insurance.
- Extended Health Insurance, including Vision Care. Vision Care maximum of \$325.00 for eligible expenses every 24 months for employees and each eligible dependent; increase to \$350 effective June 1, 2023.
- Chiropractor, \$250.00 (no deductible of \$375), increase to \$300 effective June 1, 2023; increase to \$350 effective June 1, 2024.
- Custom made Orthotics Devices are limited to \$200 per year per dependant; increase to \$225 effective June 1, 2023.
- The Employer will provide a plan that will reimburse all employees for dental expenses for the employee or their direct family basic plan with restorative dental care, denture repair and re-line, 80% / 20% Co-Insure;
- Extended Health hospital coverage is for Ward only.
- Massage Therapy and Physiotherapy are limited to \$500.00 per year per dependent.
- Reimbursement will be made for standard hearing aids, repairs, or replacement parts up to a maximum of \$500.00 once every two (2) years. Batteries are not eligible.

Notwithstanding the above, any change of carriers of the County Group Benefit Plan shall not affect the minimum coverage enjoyed by the employees. No change of carrier will be entertained without consultation with the Union.

Generic Drugs

Reimbursement for prescribed drugs will be based on cost of the lowest priced therapeutically equivalent generic version of the drug, unless the beneficiary's doctor stipulates that the generic drug is not an alternative, in which case reimbursement will be for the prescribed drug.

20.02 Sick Leave – Seasonal Exempt

The Corporation will grant paid sick leave up to one hundred and twenty hours (120) per year per employee but not more than five (5) worth of these days shall be granted at any one time. A Doctor's certificate will be supplied by the employee in cases of absence in excess of three (3) days. The Corporation will pay for medical information only when it is requested by the County of Grey, but not when requested by the Insurance Provider, WSIB, or for other reasons.

20.03 At the discretion of the Employer, an employee may borrow into his next year's sick leave entitlement to a maximum of five (5) days.

20.04 An employee who is absent due to an injury for which he receives Worker's Compensation, may take one and one-quarter (1 1/4) days from his allowable sick leave for each full week of compensation.

20.05 Early Retirement Benefits

CUPE members may exercise their option for early retirement, with paid extended health, dental, and \$25,000.00 flat life insurance benefits to age 65 according to the following criteria:

Minimum of 20 years continuous full time employment (or FTE based on full time seniority list)

Minimum age 55, or as determined by OMERS from time to time

Premiums shared on a 50/50 basis between the County and the employee

The parties are committed to the joint Modified Work Program, which has been mutually agreed to, and any revisions to the program shall only be upon mutual agreement to the parties. A copy is appended to this document.

ARTICLE 21 - WAGES AND ALLOWANCES

21.01 During the term of this Agreement, the parties agree that payment of wages will be in accordance with the wage rates set forth in Schedule "A" attached hereto, which is hereby made part of this Agreement. Employees will be paid bi-weekly.

21.02 Pay day shall be on alternate Thursdays. The pay period will end on Friday of the opposite week. Any overtime or short time worked on Friday of the pay period ending may be adjusted on the next pay.

21.03 The Corporation may determine that a new classification is required, or that extensive changes in the duties of an existing classification, has required a rate to be established for such job. Any rates established by the Corporation under this section may be subject to challenge under the Grievance Procedure provided that any grievance as to the rate is filed within fifteen (15) working days from the date of notification.

If any grievance hereunder proceeds to arbitration, the Arbitration Board established to rule on the grievance shall be restricted solely to determining the appropriateness of the wage rate as applicable to other related rates within the bargaining unit.

21.04 a) If an employee is transferred to a higher rated job for three (3) hours in a day, he shall be paid at the higher rate for the time worked in the higher rated job.

b) When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

21.05 An employee assigned to supervise construction or bridge crew projects, or to replace an Area Supervisor (minimum of one day), shall receive the Lead Hand Wage rate. Mechanics and Sign Shop staff required to assume supervisory responsibilities when the Supervisor is absent (minimum of one day), shall receive an additional two dollars (\$2.00) per hour.

21.06 a) Employees shall be paid at their applicable rate for any time required to travel from yard to job, job to job, and job to yard.

b) If an employee is required to supply their own transportation in regard to (a), they shall be paid at the mileage rate as per the Non Union Mileage Rate Formula, and any further increase as per Council and Non Union rate will be automatically adjusted for CUPE.

21.07

a) A meal allowance of \$13.00 will be paid to an employee during the summer months who is required to work more than three (3) hours beyond his normal quitting time. Increase to \$15.00 June 1, 2023; increase to \$17.00 June 1, 2024.

b) A meal allowance of \$13.00 will be paid to an employee during the winter months who is required to work more than ten (10) hours per day continuously with a break for lunch. Increase to \$15.00 June 1, 2023; Increase to \$17.00 June 1, 2024.

- c) During winter schedule, all Operators who are not at the Operator I rate or greater will be paid at the Operator I rate (as per Article 16.02) from November 15th to April 14th.
- d) When assigned to an Operator I position/duties the incumbent shall be paid at the rate of pay of the Operator I for the whole day.
- e) The Lead Hand and Mechanic will be paid the sum of thirty-five dollars (\$35.00) per day when required to be on call. Increase to \$40.00 effective June 1, 2023.
- f) During any 24 hour period where an on-call employee receives a call and performs work that does not require the employee to physically leave his home, such employee shall receive 3 hours pay at straight time for the call and any subsequent calls that he receives during such 3 hour window. Any subsequent calls that require the Employee to perform additional work will be compensated by paying the employee one (1) hours pay at straight time. It is agree and understood that where a new 24 hour period commences, the above process will repeat.

21.08 **Mechanic Licenses**

Where a mechanic license renewal or upgrade is required by the Employer as part of the bona fide requirements of a position, the Employer will cover all associated costs of obtaining and maintaining the license.

ARTICLE 22 - GENERAL

22.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Transportation Services, Director of Human Resources, Union President and National CUPE Representative.

22.02 The Corporation agrees to provide each new employee covered by this Agreement with a copy of the present Collective Agreement.

22.03 a) As of June 1st, 2022, and each year thereafter, each permanent employee and each permanent season employee will be credited with \$350.00 for safety clothing allowance.

Seasonal employees shall be credited with a proportional allowance to cover the cost of safety boots no later than May 31st of each year. Proportional shall be calculated on the basis of all hours worked.

i) In addition to what is provided herein, each Mechanic shall receive two (2) pairs of coveralls each contract year. If prematurely worn, the coveralls will be replaced as required.

- ii) Each employee shall receive up to two (2) pairs of leather work gloves per contract year. After the initial issue, requests for replacement shall be accompanied by the old pair.
- iii) Upon presentation of proof of purchase by the employee, 2 purchases of safety boots per employee shall be reimbursed by the Corporation each contract year to a maximum of \$325.00. Increase to \$350.00 effective June 1, 2024.
- iv) All claims for protective clothing shall be submitted in the current contract year and are not accumulative.
- v) The Corporation will allow employees to purchase coveralls through Transportation Services Department Stores at County cost.

ARTICLE 23 - STRIKES OR LOCKOUTS

23.01 During the term of this Agreement, it is agreed by the Union that there shall be no strike, picketing, slow down or stoppage of work, either complete or partial, and the Employer agrees that during the term of this Agreement there shall be no lockout. The words "strike" and "lockout" shall have the same meaning as defined in Section 1 of the *Labour Relations Act* for the Province of Ontario.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Corporation will provide four (4) bulletin boards in areas mutually agreed upon for the purpose of posting notice regarding meetings and other matters restricted to Union activity. Before posting, such notices must be signed by a Steward of the Local Union.

ARTICLE 25 - PHONE IN

25.01 When unable to report to work at the normal times, employees shall, if reasonably possible, advise the supervisor of their department of such inability by the commencement of the shift. Employees returning to work after an absence are required to advise supervision in their department the day prior to estimated return. Exceptions to the above rules will be allowed only under exceptional circumstances.

ARTICLE 26 - REPORTS

26.01 The employer agrees to inform an employee of any official reports, statements, or documents related to the employee and make copies available upon request, subject to the employer's legal and confidential ability to do so.

ARTICLE 27 - DURATION

27.01 This Agreement shall be deemed to have come into effect June 1st, 2021 and terminate May 31st, 2025 and shall remain in effect from year to year, thereafter unless notice of intention to revise the Agreement is given by either party between ninety (90) and thirty (30) days prior to the expiry date or any anniversary thereof.

ARTICLE 28 - RETROACTIVITY

28.01 An employee who has served his employment between June 1st, 2010 and the date of the signing of this agreement shall receive the full retroactive increase in benefits.

All retroactive payments are to be made by direct deposit to each employee within sixty (60) days of the date of an Award or ratification by both parties.

ARTICLE 29 - TEMPORARY SUPERVISOR

29.01 An employee who is assigned as a temporary non-union supervisor may not be required to be recognized as an Officer of the Union under the terms of this Agreement for the duration of such temporary assignment.

29.02 In the event that the Lead Hand is required to replace an Area Foreman for a period of greater than fifteen (15) consecutive working days, the Lead Hand shall receive the lowest Area Foreman rate pay for such time worked.

No member of the union will be assigned to a position outside of the bargaining unit without his/her consent.

ARTICLE 30 - MISCELLANEOUS

30.01 In the event the Employer merges or amalgamates with any other body, the Employer undertakes to negotiate that:

- 1) employees should be credited with all seniority rights with the new employer;
- 2) all service credits relating to vacation with pay, sick leave credits and other benefits should be recognized by the new employer;
- 3) no employee should suffer a loss of employment or benefits as a result of a merger.

ARTICLE 31 - SEASONAL EMPLOYEES

31.01 **Probationary Employees**

Seasonal employees shall be considered on a probationary basis for a period of four hundred and eighty (480) continuous hours actually worked from the date of hiring. Probationary employment, for any reason not contrary to law, may be terminated by the Employer, and there shall be no recourse to the grievance procedure on the part of the employee, the grievance committee of the Union, or the Union.

31.02 **Seasonal Employees' Seniority List**

A separate seniority list will be kept for all seasonal employees. The seniority shall accumulate from year to year and is based on length of service from date of hire and those on the seniority list prior to June 1, 2006 will be grandfathered at seniority status as of June 2, 2006. As of September 11, 2015, awarding of permanent postings, seasonal employees have been awarded by accumulated hours worked. Effective with the posting of the seasonal seniority list of May 2021, the seniority list will now also include the hours accumulated since the previously posted seniority list.

- Seniority hours will accumulate on all hours worked, to a maximum of eighty (80) hours per pay period.
- The county will use the most recent seniority list when selecting an applicant for a posted position.
- Employees have thirty (30) days from the date of posting of the seniority list to bring any perceived errors to the attention of their supervisor. After thirty (30) days, the Seniority list is deemed correct.

Seniority for a new seasonal employee will not commence until after the second (2nd) season of employment, after a minimum of four hundred and eighty (480) hours worked in summer season and four hundred and eighty (480) hours worked in winter season but will include the previous year's entitlement.

- Seasonal employees, who have completed their probationary period and attained seniority, will be called back the following year in order of seniority based on their capability of performing the job at time of employment. Seasonal employees on recall from layoff shall not be required to serve a further probationary period. Such employee will be advised in writing of the anticipated duration of this period of employment.
- The seasonal employee seniority list shall be updated and be sent to the President and Recording Secretary and posted on bulletin boards on June 1st and December 1st of each year.

31.03 **Loss of Seniority**

A seasonal employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Employer.

A seasonal employee shall only lose seniority and shall be deemed to have been terminated for the following reasons:

- (a) he/she is discharged for just cause and is not reinstated;

- (b) he/she resigns;
- (c) he/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause;
- (d) he/she is laid off for a period longer than twelve (12) months;
- (e) he/she is absent from work without permission for three (3) consecutive working days unless a reason acceptable to the Employer is given.

31.04 **Layoffs and Recalls of Seasonal Employees**

In the event of layoff, seasonal employees shall be laid off in the reverse order of their seniority, providing remaining seasonal employees can satisfactorily perform the necessary tasks.

Employees shall be recalled in the order of their seniority provided the employee being recalled can satisfactorily perform the necessary tasks.

The Employer shall notify seasonal employees who are to be laid off five (5) working days before the layoff is to be effective. If the employee laid off has not had the opportunity to work five (5) full days after notice of layoff, they shall be paid in lieu of work for that part of five (5) days during which work was not made available.

An employee should also give five (5) days' notice of termination except in case of emergency beyond the control of the individual.

31.05 (a) **Seasonal Employee's Vacation Pay**

Four (4) percent of gross pay will be added to the employee's regular pay in lieu of vacation leave with pay.

(b) **Calculating Vacation Pay**

For purposes of calculating vacation pay, the term gross pay shall be interpreted to mean the total amount of monies earned by the employee, including regular wages, overtime, statutory holiday pay and premium earnings, and/or any other amount earned by the employee in the service of the Employer. Four percent 4% of the total of these payments will be added to each employee's regular payroll and will be subject to all statutory deductions.

31.06 **Filling Vacancies**

The Employer shall give primary consideration to qualifications and the ability to perform the required duties. If qualifications and ability to perform the required duties are similar the length of continuous service will be a consideration.

Should a Seasonal Employee be accepted as a Regular Employee, his seniority shall be transferred with him to the regular seniority list on the basis of date of hire, except for the purpose of vacation entitlement, which shall be calculated from the date that the seasonal employee

becomes a permanent employee.

A seasonal employee who is moved to a full time position of similar nature and duties to his/her seasonal position shall have the probationary period waived as long as he/she has been employed in the position as a seasonal employee for a minimum of four hundred and eighty (480) hours worked, in both summer and winter months.

A seasonal employee moved into a full time position of a different nature or duties from their seasonal position shall have a trial period of three hundred and twenty (320) hours before gaining full time status.

31.07 Seasonal Employee Training Session

Any seasonal employee who is being trained by the Employer to perform duties for which they were not previously qualified, will be paid at their current job rate during the training process, thereby allowing them to upgrade skills and not at the rate of the job being performed.

No seasonal employee shall operate any equipment until deemed competent to do so. Competency will be determined by the Employer.

31.08 Seasonal Employees Time Off in Lieu of Overtime

Seasonal employees may by mutual agreement with the Employer take paid time off in lieu of accrued overtime in accordance to Article 16.04 during the current term of employment or immediately following their scheduled lay-off date.

An employee may apply the foregoing procedure to a maximum of one hundred and twenty (120) hours in any year. Such lieu time off may not be taken between May 15th and September 15th in any given year.

This time should be taken off by May 31st of the following year to coincide with the union contract year. If accrued overtime is not taken by May 31st of the following year, the balance will be paid on the following pay.

31.09 Seasonal Employees Winter Benefits

Seasonal employees hired to a guaranteed twenty (20) hour week winter posting shall receive all benefits, as outlined in Article 20 - Employee Benefits. All other winter seasonal employees shall receive 10% in lieu of all benefits except safety boots, statutory holidays, clothing allowance, bereavement and vacation during the winter season that runs approximately November 1st – April 30th.

31.10 Seasonal Employees Assigned Depot and Mileage

Seasonal employees shall be paid at the rate prescribed by County policy for mileage incurred between work locations beginning at their assigned depot.

31.11 Sick Leave

Paid sick leave shall be credited at one (1) day per month. A Doctor's certificate will be supplied by

the employee in cases of absence in excess of three (3) days. The Corporation will pay for medical information only when it is requested by the County of Grey or when required by the Corporation to maintain a Class "A" Driver's License, but not when requested by the Insurance Provider, WSIB, or for other reasons.

31.12 Seasonally Employed – Winter or Summer

A seasonal employee who requests/chooses to only work one season (either the winter season or the summer season) who has fulfilled his/her probation period of four hundred and eighty (480) hours worked for that respective season will have probation waived, if recalled, for the following same season but will not be part of the seasonal seniority list.

31.13 Seasonal - General

Seasonal employees shall be credited with a proportional allowance to cover the cost of safety boots, no later than May 31st of each year. Proportional shall be calculated on the basis of all hours worked.

ARTICLE 32 - MEDICAL FOR AZ/DZ LICENSE

32.01 The Employer will pay for the cost associated with employees' obtaining a medical for the renewal of their AZ and DZ License up to one hundred and twenty-five dollars (\$125.00).

ARTICLE 33 - JURY DUTY AND COURT APPEARANCE

33.01 Employees who are required to report for Jury Duty, or are subpoenaed as a witness in non-personal legal matters, will receive their regular pay. However, any fees received for these services shall be submitted to the Corporation except where such attendance is required on a statutory holiday, or after the employee's regular working hours.

ARTICLE 34 - WORKERS' COMPENSATION

34.01 It is mutually agreed and understood between the parties that for the purpose of application of Article 20.04, the intent is that the combination of Sick Pay Top Up and Loss of Earnings Benefits will result in the employee earning equal to, but not more than, his/her regular weekly net earnings.

Therefore, in such case an employee may take from his/her accumulated sick leave, the time required up to a maximum of one and one-quarter days for each full week of Loss of Earnings Benefits from WSIB.

The employee concerned will be advised in writing at the time of receipt of his/her first combined pay of the amount of accumulated sick leave, which will be required to comply with the foregoing.

The foregoing is subject to the amount of accumulated sick leave in the employee's bank and the terms of the Collective Agreement.

ARTICLE 35 - LABOUR MANAGEMENT COMMITTEE

35.01 The Labour Management Committee will be comprised of equal number of union/management representatives, including Supervisor. The meetings will be co-chaired and the co-chairs will prepare an agenda not less than five (5) working days in advance of the meeting. Minutes of said meeting will be signed by each Chair and posted in all Transportation and Public Safety locations not more than two (2) weeks following the meeting. These meetings shall be held not less than quarterly, however, they may be called more frequently at the request of either party. Grievances and other matters relating to the Collective Agreement negotiations shall not be discussed at the Labour Management meetings.

The next Labour Management meeting shall take place no later than thirty (30) days following the date of ratification of this Agreement.

ARTICLE 36 - TEMPORARY UPGRADE ASSIGNMENTS

36.01 Pursuant to the intent of Article 14.06, temporary upgrade assignments shall be based on the skill, ability and performance of individuals to fulfill the normal requirements of the job within the affected patrol.

Where the necessary skill, ability and performance are relatively equal among two or more employees, seniority will govern.

ARTICLE 37 - CONDITIONS OF EMPLOYMENT

37.01 Hearing Test

A hearing test must be obtained by all new employees, at their own cost, in order to determine their level of hearing capacity. This hearing test will only be obtained after the employee has been hired.


37.02 D-Z Licensing of Employees

As a condition of employment, if the position requires a DZ license, employees are required to have a valid DZ license upon hire.


Should an employee lose their license or be found to be without their license as a result of a non-medical infraction, they could be subject to disciplinary action, up to and including dismissal.

THIS AGREEMENT signed at Owen Sound, Ontario, this ____ day of _____, 2022.

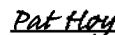
THE CORPORATION OF THE
COUNTY OF GREY


Paul McQueen (May 5, 2022 07:16 EDT)


Paul McQueen, Deputy-Warden


Heather Morrison (May 4, 2022 14:24 EDT)

Heather Morrison, Clerk


Pat Hoy (May 26, 2022 08:51 EDT)

Pat Hoy, Director – Transportation



Jennifer Moreau (May 4, 2022 15:27 EDT)

Jennifer Moreau, Director - Human Resources




Geraldine Cole, Labour Relations Manager


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1530


Morgan Hewgill (May 4, 2022 17:01 EDT)

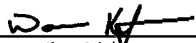
Morgan Hewgill, President Local 1530


Roger Craft (May 6, 2022 19:01 EDT)


Roger Craft, Negotiating Member


Mike McNally (May 18, 2022 16:49 EDT)

Mike McNally, Negotiating Member


Warren Kilpatrick (May 4, 2022 19:37 EDT)

Warren Kilpatrick, Negotiating Member


Terry O'Halloran (May 6, 2022 13:42 EDT)

Terry O'Halloran, Negotiating Member

Letter of Understanding

Between

The Corporation of the County of Grey

And


The Canadian Union of Public Employees
and its Local 1530

RE: Job Descriptions

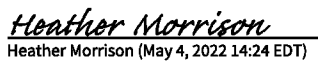
The parties agree to establish a Job Description and Duties for both Lead Hand Weed Sprayer and Weed Sprayer Classifications within three months of the ratification of this agreement.

THIS AGREEMENT signed at Owen Sound, Ontario, this ____ day of _____, 2022.

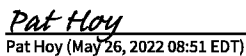
THE CORPORATION OF THE
COUNTY OF GREY


Paul McQueen (May 5, 2022 07:16 EDT)

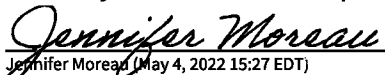
Paul McQueen, Deputy-Warden


Heather Morrison (May 4, 2022 14:24 EDT)

Heather Morrison, Clerk


Pat Hoy (May 26, 2022 08:51 EDT)

Pat Hoy, Director – Transportation

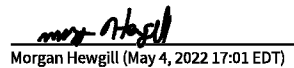

Jennifer Moreau (May 4, 2022 15:27 EDT)

Jennifer Moreau, Director - Human Resources

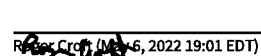


Geraldine Cole, Labour Relations Manager

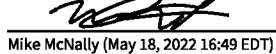
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1530


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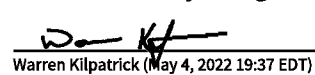
Morgan Hewgill, President Local 1530


Roger Craft (May 6, 2022 19:01 EDT)

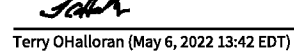
Roger Craft, Negotiating Member


Mike McNally (May 18, 2022 16:49 EDT)

Mike McNalley, Negotiating Member


Warren Kilpatrick (May 4, 2022 19:37 EDT)

Warren Kilpatrick, Negotiating Member


Terry O'Halloran (May 6, 2022 13:42 EDT)

Terry O'Halloran, Negotiating Member

Letter of Understanding

Between

The Corporation of the County of Grey

And

The Canadian Union of Public Employees
and its Local 1530

RE: Part-Time Shifts

For the duration of the Collective Agreement, the hours of responsibility of the part time Operator Weekend and Weekday shifts will be as follows:

Part Time Shift 1

3:30 p.m. to 12:00 a.m. (midnight) Thursday and Friday

1:00 p.m. to 9:30 p.m. Saturday

Part Time Shift 2

1:00 p.m. to 9:30 p.m. Sunday

3:30 p.m. to 12:00 a.m. (midnight) Monday and Tuesday

THIS AGREEMENT signed at Owen Sound, Ontario, this ____ day of _____, 2022.

THE CORPORATION OF THE
COUNTY OF GREY



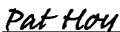
Paul McQueen (May 5, 2022 07:16 EDT)

Paul McQueen, Deputy-Warden



Heather Morrison (May 4, 2022 14:24 EDT)

Heather Morrison, Clerk



Pat Hoy (May 26, 2022 08:51 EDT)

Pat Hoy, Director – Transportation



Jennifer Moreau (May 4, 2022 15:27 EDT)

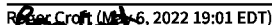
Jennifer Moreau, Director - Human Resources

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1530



Morgan Hewgill (May 4, 2022 17:01 EDT)

Morgan Hewgill, President Local 1530



Roger Craft (May 6, 2022 19:01 EDT)

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Warren Kilpatrick (May 4, 2022 19:37 EDT)

Warren Kilpatrick, Negotiating Member

Geraldine Cole

Geraldine Cole, Labour Relations Manager

Terry O'Halloran

Terry O'Halloran (May 6, 2022 13:42 EDT)

Terry O'Halloran, Negotiating Member

SCHEDULE "A" – WAGES

WAGE INCREASES

The wage increase percentages, for the duration of this contract, shall be as follows:

June 1st, 2021: 1.6%

June 1st, 2022: 1.6%

June 1st, 2023: 1.6%

June 1st, 2024: 2.0%

NEW JOB CLASSIFICATIONS

Asphalt Inspector/Operator II

Grader Operator/Operator II

Grade Person/Operator II

Bridge Repairer "A" Classification/Operator II

Each of the above positions will have two separate rates of pay as follows:

One rate when performing Asphalt Inspector duties, and one rate when performing Operator II duties

One rate when performing Grader Operator duties, and one rate when performing Operator II duties

One rate when performing Grade Person duties, and one rate when performing Operator II duties

The above rates shall include shift premiums, as currently outline in the Collective Agreement.

ADDITIONAL NEW JOB CLASSIFICATION

Definition: An employee whose job is to haul an air brake equipped trailer or attachments.

Members of the bargaining unit who are employed as:

a) Bridge Repairer "A" Classification shall be paid at \$0.50 above Operator I class.

b) Uncertified Driller/Blaster shall be paid \$0.50 above normal rates.

c) Tree Cutting Crew to Operator I rate.

*** Definition of Tree Cutting Crew – specialized crew who are assigned each spring to summer seasonal tree cutting, fence removal, etc. by tree cutting crew supervisor.*

d) Tri-Axle (summer months) to be paid the same as Operator I (summer months May 1st to October 31st).

Winter Rate – November 15 to April 14 inclusive

Summer Rate – April 15 to November 14 inclusive

Continue Schedule A – Wages

NOTE:

1. Hiring rates for new employees will be one dollar (\$1.00) per hour less than the classified rate during the probationary period.
2. Union employees assigned to inspection duties shall receive an additional fifty cents (\$0.50) per hour for the following:

Asphalt Resurfacing
Rout and Seal
Granular Seal

3. The operator of a loader with a bucket capacity of over two and one-half (2 1/2) cubic yards shall be considered to be an Operator I Classification, and paid the applicable rate as per the terms of this Contract.
4. During the term of this contract, probation employees will move to JR-3 when they reach their 480 hours. If they return for the second year of the contract they would move to JR-2 for the second year.

Each year following they would progress to Job Rate (JR) which will be equal to the full time Operator I or II wage. This will be a three (3) year process based on June 1st of each year for determination of anniversary date for movement on the grid.

This grid is to remain in place for all future new employees hired by the County. A new employee would, after successfully completing the 480 hours probationary period, move to JR-3 – JR and progress annually up the Grid to Job Rate, a process which will take three (3) years from JR-3 to Job Rate (JR).

5. The Employer agrees to employ no more than 3 Students at the Student rate as listed in the wage schedule.
6. Regular hourly rates for the duration of this Agreement shall be as set out below:

Schedule "A" – Wages

POSITION	JUNE 1, 2021 WAGE GRID (+ 1.6%)				
	PROB.	JR-3	JR-2	JR-1	JR
OPERATOR II	24.53	25.53	25.79	26.24	26.71
AUTOBODY REPAIR PERSON	24.53	25.53	25.79	26.24	26.71
ASPHALT INSPECTOR OPERATOR II	25.03	26.03	26.29	26.74	27.21
GRADE PERSON/OPERATOR II - OP II rate + .50	25.03	26.03	26.29	26.74	27.21
SIGN SHOP PAINTER	25.41	26.41	26.62	27.11	27.60
OPERATOR I	25.51	26.51	26.76	27.22	27.73
TREE CUTTING CREW	25.51	26.51	26.76	27.22	27.73
BRIDGE REPAIRER "A" CLASSIFICATION/OPERATOR II - OP 1 Rate +.50	26.01	27.01	27.26	27.72	28.23
GRADER/GRADALL OPERATOR	26.16	27.16	27.42	27.90	28.39
GRADER OPERATOR/OPERATOR II	26.16	27.16	27.42	27.90	28.39
WINTER PATROLLER	28.31	29.31	30.79	31.30	31.87
LEAD HAND	28.31	29.31	30.93	32.55	33.46
CERTIFIED DRILLER/BLASTER	28.31	29.31	30.93	32.55	33.46
AZ OPERATOR I-A	27.24	28.24	28.46	29.00	29.56
MECHANIC	31.81	32.81	33.07	33.60	34.17
APPRENTICE MECHANIC		Start Wage 18.06	After 1 Year 20.87	After 2 Years 23.67	After 3 Years 26.50
Jr. Sign/Graphics Design Technician	28.31	29.31	30.93	32.55	33.46

Sr. Sign/Graphics Design Technician	35.01	36.01	37.06	38.13	39.25
WEED SPRAYER	32.41				
LEAD HAND WEED SPRAYER	38.26				
STUDENT	17.87				

POSITION	JUNE 1, 2022 WAGE GRID (+ 1.6%)				
	PROB.	JR-3	JR-2	JR-1	JR
OPERATOR II	24.94	25.94	26.20	26.66	27.14
AUTOBODY REPAIR PERSON	24.94	25.94	26.20	26.66	27.14
ASPHALT INSPECTOR OPERATOR II - OP II rate +.50	25.44	26.44	26.70	27.16	27.64
GRADE PERSON OPERATOR II - OP II rate + .50	25.44	26.44	26.70	27.16	27.64
SIGN SHOP PAINTER	25.83	26.83	27.05	27.54	28.04
OPERATOR I	25.93	26.93	27.19	27.66	28.17
TREE CUTTING CREW	25.93	26.93	27.19	27.66	28.17
BRIDGE REPAIRER "A" CLASSIFICATION OPERATOR – II - OP 1 Rate +.50	26.43	27.43	27.69	28.16	28.67
GRADER/GRADALL OPERATOR	26.59	27.59	27.86	28.35	28.84
GRADER OPERATOR/ OPERATOR II	26.59	27.59	27.86	28.35	28.84
WINTER PATROLLER	28.78	29.78	31.28	31.80	32.38
LEAD HAND	28.78	29.78	31.42	33.07	34.00
CERTIFIED DRILLER/BLASTER	28.78	29.78	31.42	33.07	34.00
AZ OPERATOR I-A	27.69	28.69	28.92	29.46	30.03
MECHANIC	32.33	33.33	33.60	34.14	34.72
APPRENTICE MECHANIC		Start Wage 18.35	After 1 Year 21.20	After 2 Years 24.05	After 3 Years 26.92
Jr. Sign/Graphics Design Technician	28.78	29.78	31.42	33.07	34.00

Sr. Sign/Graphics Design Technician	35.59	36.59	37.65	38.74	39.88
WEED SPRAYER	32.93				
LEAD HAND WEED SPRAYER	38.87				
STUDENT	18.16				

POSITION	JUNE 1, 2023 WAGE GRID (+ 1.6%)				
	PROB.	JR-3	JR-2	JR-1	JR
OPERATOR II	25.36	26.36	26.62	27.09	27.57
AUTOBODY REPAIR PERSON	25.36	26.36	26.62	27.09	27.57
ASPHALT INSPECTOR OPERATOR II - OP II rate +.50	25.86	26.86	27.12	27.59	28.07
GRADE PERSON OPERATOR II - OP II rate +.50	25.86	26.86	27.12	27.59	28.07
SIGN SHOP PAINTER	26.26	27.26	27.48	27.98	28.49
OPERATOR I	26.36	27.36	27.63	28.10	28.62
TREE CUTTING CREW	26.36	27.36	27.63	28.10	28.62
BRIDGE REPAIRER "A" CLASSIFICATION OPERATOR – II - OP 1 rate +.50	26.86	27.86	28.13	28.60	29.12
GRADER/GRADALL OPERATOR	27.03	28.03	28.31	28.80	29.30
GRADER OPERATOR/ OPERATOR II	27.03	28.03	28.31	28.80	29.30
WINTER PATROLLER	29.26	30.26	31.78	32.31	32.90
LEAD HAND	29.26	30.26	31.92	33.60	34.54
CERTIFIED DRILLER/BLASTER	29.26	30.26	31.92	33.60	34.54
AZ OPERATOR I-A	28.15	29.15	29.38	29.93	30.51
MECHANIC	32.86	33.86	34.14	34.69	35.28
APPRENTICE MECHANIC		Start Wage 18.64	After 1 Year 21.54	After 2 Years 24.43	After 3 Years 27.35
Jr. Sign/Graphics Design Technician	29.26	30.26	31.92	33.60	34.54

Sr. Sign/Graphics Design Technician	36.18	37.18	38.25	39.36	40.52
WEED SPRAYER	33.46				
LEAD HAND WEED SPRAYER	39.49				
STUDENT	18.45				

POSITION	JUNE 1, 2024 WAGE GRID (+ 2.0%)				
	PROB.	JR-3	JR-2	JR-1	JR
OPERATOR II	25.89	26.89	27.15	27.63	28.12
AUTOBODY REPAIR PERSON	25.89	26.89	27.15	27.63	28.12
ASPHALT INSPECTOR OPERATOR II - OP II rate +.50	26.39	27.39	27.65	28.13	28.62
GRADE PERSON OPERATOR II - OP II rate +.50	26.39	27.39	27.65	28.13	28.62
SIGN SHOP PAINTER	26.81	27.81	28.03	28.54	29.06
OPERATOR I	26.91	27.91	28.18	28.66	29.19
TREE CUTTING CREW	26.91	27.91	28.18	28.66	29.19
BRIDGE REPAIRER "A" CLASSIFICATION OPERATOR – II - OP 1 rate +.50	27.41	28.41	28.68	29.16	29.69
GRADER/GRADALL OPERATOR	27.59	28.59	28.88	29.38	29.89
GRADER OPERATOR/ OPERATOR II	27.59	28.59	28.88	29.38	29.89
WINTER PATROLLER	29.87	30.87	32.42	32.96	33.56
LEAD HAND	29.87	30.87	32.56	34.27	35.23
CERTIFIED DRILLER/BLASTER	29.87	30.87	32.56	34.27	35.23
AZ OPERATOR I-A	28.73	29.73	29.97	30.53	31.12
MECHANIC	33.54	34.54	34.82	35.38	35.99
APPRENTICE MECHANIC		Start Wage 19.01	After 1 Year 21.97	After 2 Years 24.92	After 3 Years 27.90
Jr. Sign/Graphics Design Technician	29.87	30.87	32.56	34.27	35.23

Sr. Sign/Graphics Design Technician	36.92	37.92	39.02	40.15	41.33
WEED SPRAYER	34.13				
LEAD HAND WEED SPRAYER	40.28				
STUDENT	18.82				