

COLLECTIVE AGREEMENT

between

**THE CORPORATION OF THE COUNTY OF
NORTHUMBERLAND**

- and -

CUPE·SCFP / *Canadian Union of Public Employees*
Syndicat canadien de la fonction publique

AND ITS LOCAL 1203

October 1, 2022 to September 30, 2025

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WHEREAS the purpose of this agreement is to provide lawful and orderly collective bargaining relations between the Employer and its employees covered by this agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with efficient operations of the Employer's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in this agreement.

Where reference is made to specific Gender it is intended to be Gender neutral.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees in its Roads Department save and except Supervisor persons above the rank of Supervisor, and students employed during the school vacation period.

With respect to co-op students, they may work for one (1) placement per calendar year only for up to four (4) months, unless there is an extension mutually agreed upon. Furthermore, it is agreed that full-time employees will have priority at upgrading and relieving for temporary absences if they are qualified and experienced at the work.

1.02 "Employee" as used in this agreement shall mean those persons described in the bargaining unit set forth in clause 1.01.

ARTICLE 2 – RELATIONSHIP

2.01 The parties hereto mutually agree that any employee of the Employer covered by this agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member of the Union if he so desires.

2.02 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

2.03 It is agreed that employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Director of Transportation & Waste.

2.04 The parties agree that there shall be no discrimination or harassment within the meaning of the **Ontario Human Rights Code**.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union recognizes and acknowledges that the management and direction of the working force are fixed exclusively with the Employer and, without restricting the

generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and retire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of operations conducted by the Employer, the kinds and locations of depots, equipment and materials to be used, the control of materials and parts, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.
- (e) Any bargaining unit Employee performing Lead Hand (Supervisory) duties for the employer shall not be required to perform any of the functions outlined in (b) above.

3.02 The Employer agrees that none of the rights set forth in this article will be exercised in a manner inconsistent with the express provisions of this agreement.

ARTICLE 4 – GRIEVANCE COMMITTEE

4.01 The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee which shall be composed of not more than two (2) stewards plus the President. All three (3) shall have at least six (6) months seniority with the Employer, and shall be regular employees of the Employer during their time of office. The name and area of each of the stewards and the name of the President of the Local from time to time selected shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or President until it has been so notified.

4.02 The Employer undertakes to instruct all members of its supervisory staff to cooperate with the stewards in the carrying out of the terms and requirements of this agreement.

4.03 The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in a supervisory capacity.

- 4.04 The permission of a steward to leave his work without loss of pay to attend grievance step meetings under clause 5.03 will not be unreasonably withheld.

ARTICLE 5 – GRIEVANCE PROCEDURE

- 5.01 The parties to this agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the agreement as quickly as possible.
- 5.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five full working days before the filing of the grievance.
- 5.03 Grievances properly arising under this agreement shall be adjusted and settled as follows:

Step No.1

The aggrieved employee shall present his/her grievance orally or in writing to his/her supervisor. He/she shall have the assistance of his/her steward if he/she so desires. The supervisor shall give his/her decision within one (1) working day following the presentation of the grievance to him/her. If the supervisor's decision is not satisfactory to the employee concerned, then the grievance may be presented as follows:

Step No.2

Within five (5) working days after the decision is given at Step No. 1, the aggrieved employee may, with or without his/her steward, present the grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Employer) to the Manager of Roads Operations, who shall consider it in the presence of the person or persons presenting same and the supervisor and render his/her decision in writing within five (5) working days following presentation of the grievance to him/her.

If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

Step No.3

Within five (5) working days after the decision is given under Step No.2, the aggrieved employee may submit his/her grievance to the Director of Public Works or designate and the employee, accompanied by the President of the Local and his/her steward, shall meet as promptly as possible and in any event within ten (10) working days with such persons as Management may desire to consider the grievance. At this stage they may be accompanied by a full-time representative of the Union if his/her presence is requested by either party. The Director of Public Works or designate will render a decision in writing within five (5) working days following such meeting.

- 5.04 If final settlement of the grievance is not reached at Step No. 3, then the grievance may be referred in writing by either party to a single arbitrator as provided in Article 6 below at any time within ten (10) working days after the decision is given under Step No. 3 and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.
- 5.05 It is understood that Union Representation shall be available for Employees receiving benefits from the Workplace Safety Insurance Board (WSIB).

ARTICLE 6 - ARBITRATION

- 6.01 Where a grievance is referred to arbitration, it shall be heard by a single arbitrator, agreed to by the parties. Should the parties be unable to agree upon an Arbitrator, the parties shall ask the Ontario Ministry of Labour to appoint a single Arbitrator within five (5) working days.
- 6.02 The decision of the Arbitrator or a majority thereof, constituted in the above manner, shall be binding on both parties.
- 6.03 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this agreement.
- 6.04 Each of the parties of this Agreement shall be responsible for an equal share of the fee and expenses of the Arbitrator.

ARTICLE 7 – MANAGEMENT GRIEVANCES

- 7.01 Any grievance instituted by Management may be referred in writing to the President of the Local within five (5) full working days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within ten (10) working days thereafter with Management to consider the grievance.

At this time they may be accompanied by a full-time representative of the Union if his/her presence is requested by either party. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to an Arbitrator as provided in Article 6 at any time within ten (10) working days thereafter, but not later.

ARTICLE 8 – UNION POLICY GRIEVANCE

- 8.01 A union policy grievance, which is defined as an alleged violation of this agreement concerning the Union as such or concerning all or a substantial number of employees in the bargaining unit, may be lodged by the Union in writing with the Department Head at Step No. 2 of the grievance procedures at any time within five (5) full working days after the circumstances giving rise to such grievance occurred or originated and if it is not satisfactorily settled it may be processed to Step No. 3

and subsequently to arbitration in the same manner and to the same extent as the grievance of an employee.

ARTICLE 9 – DISCIPLINE AND DISCHARGE

9.01 A claim by an employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Manager of Roads Operations at Step No. 2 of the grievance procedure within five (5) full working days after the employee ceases working for the Employer. Such special grievances may be settled by:

- (a) confirming the County's action in dismissing the employee or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

9.02 Access to Personnel File

Each Employee shall have access to his/her personnel file for the purpose of reviewing the file in the presence of a Human Resources representative. An Employee has the right to request copies of this file.

9.03 Sunset Clause

Any letter of reprimand, suspensions or any other sanction will be removed from the record of an Employee twelve (12) months following the receipt of such letter of suspension or other sanction provided that such Employee's record has been discipline free for eighteen (18) months.

ARTICLE 10 – NO STRIKES, NO LOCK-OUTS

10.01 In view of the orderly procedures established by this agreement for the settling of disputes and the 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 lockout.

10.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown contrary to Clause 9.01 but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.

10.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 3 of the grievance procedure.

ARTICLE 11 - WAGES

11.01 Schedule "A" hereto headed "Wages and Classifications" is hereby made a part of this agreement.

ARTICLE 12 – HOURS OF WORK AND OVERTIME

12.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

12.02 The standard work week shall consist of forty (40) hours per week as follows:

Monday to Thursday
10 hours per day
6:30 a.m. - 5:00 p.m.
No work Fridays

With the exception of Winter hours that begin the Monday following the last Friday in October and ending the last Friday in April, where the standard work week shall consist of forty (40) hours per week as follows:

Monday to Thursday
7:00 a.m. 4:15 p.m.

Friday 7:00 a.m. - 12:00 p.m.

The standard work week for those employees working the night shift shall consist of forty (40) hours per week as follows:

Monday – Friday
Monday's shift – Sunday 10:00 p.m. to Monday 6:30 a.m.
Tuesday's shift – Monday 10:00 p.m. to Tuesday 6:30 a.m.
Wednesday's shift – Tuesday 10:00 p.m. to Wednesday 6:30 a.m.
Thursday's shift – Wednesday 10:00 p.m. to Thursday 6:30 a.m.
Friday's shift – Thursday 10:00 p.m. to Friday 6:30 a.m.

Hours of work can be adjusted with mutual agreement.

12.03 There shall be one ten (10) minute rest period in the first half of each shift and one ten (10) minute rest period in the second half of each shift to be granted at a time or times selected by the Employer.

12.04 An employee reporting for work on his regular shift shall be paid his regular rate of pay for the entire period of work with a minimum of three (3) hours pay if he does not commence work and a minimum of four (4) hours work if he does commence work.

12.05 An employee who has left work at the required quitting time and who is recalled to work shall be paid a minimum of three (3) hours pay at the rate of time and one-

half (1 1/2) the employee's regular rate. With the exception of winter maintenance, the recalled work shall be assigned based on the location of work related to the appropriate Patrol area. Calls between 6 a.m. and 7 a.m. will result in the required overtime.

- 12.06 Overtime at the rate of time and one-half (1-1/2) the employee's regular hourly rate shall be paid for all work performed in excess of the employee's standard work day, or forty (40) hours per week, and for all work performed on Saturdays. Overtime at twice the employee's regular hourly rate shall be paid for all work performed on Sundays and for all work performed on paid holidays.

Winter night staff shall be entitled to twice the employee's regular hourly rate for all overtime hours worked between 10:00 PM and 11:59 PM on Saturdays.

If the parties agree that one or more employees night shift is adjusted to a 7:00 PM start then those employees shall be entitled to twice the employee's regular hourly rate for all overtime hours worked between 7:00 PM and 11:59 PM on Saturdays.

- 12.07 Where an employee is requested to work two (2) hours outside of their regular shift, he shall be paid a meal allowance of twelve dollars (\$12.00). It is understood that in the absence of a receipt claiming a meal up to twelve dollars (\$12.00) the amount reimbursed will be considered a taxable benefit as defined by the Canada Revenue Agency.

- 12.08 All employees will be entitled, from December 1st to October 31st of the following year to bank up to a maximum of eighty (80) hours. Accumulated hours, not used as time off, can be paid on a one (1) time basis on the first pay period following the 30th of November on a separate cheque.

Banked time may be requested as lieu time off, to be taken between December 1 and April 14, on a first come first served basis. When more than one request is received in the same day, seniority will be the deciding factor.

Banked time may be requested as lieu time off and can be submitted with the annual vacation request, due by March 1st each year, to be taken between April 15 and October 31st.

Requests for the use of any remaining banked time to be used as lieu time off, received on March 21st and later shall be on a first come first served basis. When more than one request is received in the same day, seniority will be the deciding factor.

- 12.09 If an employee is prohibited from reporting to work as a result of having worked the maximum allowable hours identified by the MOL and MOT the employee will be paid at straight time for off duty hours missed on Monday to Friday.

ARTICLE 13 – VACATIONS WITH PAY

- 13.01 Employees shall receive their vacation allotment in advance on January 1st each calendar year based on the current year's seniority.
- 13.02 During the first year of employment vacation will be calculated monthly at a rate of .8333 days pay for each full month of service. The employee shall be entitled to take accrued vacation time following successful completion of the probationary period.
- 13.03 All employees who have acquired one (1) years' seniority with the Employer shall receive two (2) weeks' vacation at the times convenient to the Employer.
- 13.04 All employees who have acquired four (4) years' seniority with the Employer shall receive three (3) weeks' vacation at a time or times convenient to the Employer.
- 13.05 All employees who have acquired eight (8) years' seniority with the Employer shall receive four (4) weeks' vacation at a time or times convenient to the Employer.
- 13.06 All employees who have acquired fifteen (15) years' seniority with the Employer shall receive five (5) weeks' vacation at a time or times convenient to the Employer.
- 13.07 All employees who have acquired twenty-five (25) years' seniority with the Employer shall receive six (6) weeks' vacation at a time or times convenient to the Employer.
- 13.08 Any employee who leaves the employment of the Employer prior to acquiring the years of service needed to achieve the above noted weeks of vacation would be paid vacation pay based on the actual service completed.
- 13.09 Each employee shall request vacation by March 1st of each year. For the period of April 15 through April 14 of the following year. The Employer shall finalize the vacation schedule and post by March 21st of each year. Vacations can only be altered thereafter, by mutual agreement between the employee and the Employer. It is understood that only that year's vacation entitlement shall be used to prioritize vacation in accordance with the March 1 deadline. Carry over vacation from the year before shall be considered in accordance with c) below.

Vacations shall be granted in order of seniority subject to the following:

- a) Vacation requests must be submitted on or before March 1st of the vacation year to be considered.
- b) At all times the Employer retains the rights to maintain sufficient staff to meet it's operating requirements and vacation requests shall not be unreasonably denied.
- c) All other vacation requests shall be on first come first serve basis. Seniority still being the deciding factor, when more than one request is received in the same day.
- d) Vacation requests received after the deadline will be approved or denied within two (2) working days.

- e) At the initial March 1 deadline employees are entitled to a maximum of 8 individual days.

13.10 An employee would be allowed to carry over one year's vacation entitlement in to the next calendar year. Employees who have in excess of one year's vacation entitlement as at September 30th which has not been scheduled to be used prior to December 31 shall meet with the Employer to schedule the excess vacation to be taken at a time that is mutually agreeable. If the vacation schedule cannot be mutually agreed upon, the Employer shall schedule the excess vacation to be taken prior to December 31st.

ARTICLE 14 - HOLIDAYS

14.01 The following holidays, regardless of when they fall, will be granted with pay to all employees:

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

The last half working day before Christmas The last half working day before New Year's

Payment for such holidays shall be based on the employee's regular hourly rate multiplied by the number of hours he would normally have worked on such day. When any of the said holidays fall on a Saturday or a Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

When any of the said holidays fall on a Friday that is not a regular working day and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this agreement.

14.02 In order to be entitled to payment for a holiday an employee must have worked the full working day immediately preceding the holiday and the full working day immediately following the holiday and the first half of the last working day before Christmas Day and the first half of the last working day before New Year's Day provided however, that an employee who would otherwise be entitled to receive payment for the holiday but was absent due to illness verified by a qualified medical practitioner's certificate on one of the days mentioned herein will not thereby be deprived of holiday pay.

14.03 If an employee works on one of the above-named holidays (14.01), he shall receive payment at double time for the hours actually worked by him in addition to receiving his holiday pay.

- 14.04 In the event that one or more of the paid holidays mentioned in this agreement falls during an employee's vacation, then the employee shall be granted an extra day of vacation with pay for each such holiday in lieu thereof.

ARTICLE 15 - SENIORITY

- 15.01 Seniority as referred to in this agreement shall mean length of continuous service in the employ of the Employer. The Employer shall maintain a seniority list showing the date upon which each permanent employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 15.02 In this agreement "permanent employee" means an employee within the bargaining unit who, when engaged, is advised that he is employed as a permanent employee. All other employees within the bargaining unit shall be temporary employees.
- 15.03 A permanent employee shall be considered probationary for the first six (6) months of his employment and shall have no seniority rights during that period. After six (6) months' service a permanent employee's seniority shall date back to this last date of hire. Employees shall be entitled to benefits as defined under Schedule B at the date of full time, permanent employment.
- 15.04
- a) Temporary employees shall have no seniority for the purpose of this agreement but shall be given preference in rehiring and shall be considered when additional permanent employees are required, but this preference and consideration will be given subject to the same conditions respecting qualifications as in clause 15.05. A temporary employee shall be offered employment as a permanent employee if following the date of this agreement he is employed in excess of ten (10) months within the twelve (12) month period from his last date of hire or the date of this agreement, and, if he accepts, then his seniority shall date back to his last date of hire.
 - b) The Employer agrees to deduct from the pay of any temporary Employee(s) regular monthly union dues from each pay period during their term, of employment in accordance with Article 18.01 of the Collective Agreement.
- 15.05 Seniority shall accumulate in the following circumstances only:
- a) when off the payroll due to layoff or accident in which case seniority will continue to accumulate for a period of time equal to twelve (12) months or the length of the employee's seniority, whichever is shorter;
 - b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave;
 - c) when absence on vacation or on plant holidays;
 - d) when actually at work for the Employer.

- e) when off the payroll due to illness or injury covered under the Employer benefit plan or WSIB in which case seniority will continue to accumulate for a period equal to twenty-four (24) months or the length of the employees seniority, whichever is shorter.

15.06 Seniority shall terminate, and he shall cease to be employed by the Employer when he:

- a) voluntarily quits his employment with the Employer;
- b) is discharged and is not reinstated through the grievance procedure or arbitration;
- c) fails to report for work within five working days after being notified by the Employer following a layoff;
- d) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
- e) accepts gainful employment while on an approved leave of absence without first having obtained the consent of the Employer in writing to engage in this employment activity.

15.07 In the event that an employee covered by this agreement should be promoted to a supervisory or confidential position beyond the scope of this agreement and is later placed in a position within the scope of this agreement, he shall retain the seniority previously acquired. An employee promoted beyond the scope of the Collective Agreement may not return to the bargaining unit with their seniority after 12 months out of the bargaining unit and shall only return to the bargaining unit thereafter if a vacancy exists and no other Union employee applies for it first.

15.08 **Job Posting**

Where a vacancy occurs or a new position is created by the Employer, inside the bargaining unit, the Employer agrees to, within 5 days, post notice of the vacancy or new position on the bulletin boards provided in accordance with Article 17.01 herein for a period of ten (10) working days in order that all Employees will know about the vacancy, or new position, and be able to make written application therefore within the ten (10) day period.

Successful applicants will be determined based on:

- a) Qualification, skill and ability to perform work
- b) Seniority

Where in the judgement of the Employer, the qualifications in factor (a) are relatively equal, seniority shall govern.

It is understood that no external candidate will be considered when there are qualified internal candidate(s).

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Layoff Defined

Layoffs, recalls after layoffs and promotions to higher-rated jobs other than to supervisory positions shall be based upon the following factors:

- a) seniority; and
- b) qualifications to perform the available work

Where in the judgment of the Employer, the qualifications in factor (b) are relatively equal, seniority shall govern.

16.02 Notice of Layoff

The Employer shall notify employees who are to be laid off twenty (20) working days before the layoff is to become effective. If the employee laid off has not had the opportunity to work twenty (20) full days after notice of layoff, then he shall be paid in lieu of work for that portion of the twenty (20) days during which work was not made available to him. Should the layoff be of a permanent nature, the employee would be entitled to the provisions under the Employment Standards Act.

16.03 Temporary Layoff Procedure

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a temporary layoff employees shall be laid off in the reverse order of their bargaining unit wide seniority.

An employee in receipt of notice of a temporary lay-off may:

- a) accept the layoff; or
- b) opt to retire if eligible under the terms of the OMERS Pension Plan; or
- d) displace another employee who has lesser bargaining-unit seniority in the same or a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice of layoff.

16.04 Recall Procedure

An employee shall have the opportunity of recall from a temporary layoff to an available opening, in order of seniority, provided he or she has the ability to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

- 16.05 In the event of a lay off of an employee the employer shall pay its share of insured benefit premiums to the earlier of the re-employment elsewhere of the laid off employee or three (3) months.

ARTICLE 17 - WORK OF THE BARGAINING UNIT AND CONTRACTING-OUT

- 17.01 a) Employees excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the lay off or discharge of such employees, reduction in the number of employees or a reduction in the hours of work.
- b) Working with the Lift Truck in the Cobourg Garage, moving vehicles from the yard into the garage for servicing, and all work involving electrical, gas, and diesel powered hand tools are works that may be completed by Employees excluded from the Bargaining Unit.

Notwithstanding the above, Management may operate equipment if qualified, in extreme emergency circumstances only. This would include when a load of salt needs to be moved into the salt shed and there are no members of the Bargaining Unit available.

When a member of the Bargaining Unit requires training to operate equipment, a qualified Bargaining Unit member will be chosen by Management to perform the needed training. In the absence of any qualified Bargaining Unit members, in consultation with the Union, management who are qualified may train the Employee.

- 17.02 a) In the event that the employer is considering the contracting out of work which is currently performed by members of the bargaining unit employees and would result in the reduction of the number of bargaining unit employees or a reduction in the regular hours of work for bargaining unit employees, it shall notify the Union six (6) months prior to issuing the request for proposal or tender. The employer and the union shall then commence meeting to discuss whether or not there are alternative options which could eliminate the contracting out of work or the necessity to have a layoff under Article 15.
- b) Any employee displaced as a result of contracting out of work shall be allowed to exercise bumping rights pursuant to Article 15.
- c) An employee who is permanently laid off as a result of the contracting out of work or an employee who has been bumped as result of an employee exercising their rights under (b) above shall receive their benefit coverage for extended health and dental benefits pursuant to Schedule B for six (6) months following the month of the layoff.

ARTICLE 18 – GENERAL

- 18.01 The Employer agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Employer for such purposes. It is agreed, however, that such notices must first be approved by the Employer.
- 18.02 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to not more than one employee at a time who is elected or appointed to represent the Union at Union conventions or seminars.
- 18.03 Leave of absence without pay, of up to fifteen (15) working days in any calendar year will be granted by the Director of Transportation & Waste or designate for attendance at Union Conventions and seminars provided it does not interfere with the efficient operation of the County of Northumberland.
- 18.04 It is agreed that a negotiating committee composed of not more than four (4) employees shall be paid at their regular hourly rate for time lost from work for the purpose of attending negotiating meetings with the Employer. Such payments shall be limited to the length of the meeting plus one (1) hour travelling time each way and such payment shall not exceed the amount the employee would normally have earned for such regular working day. The Negotiating Committee shall have the right to attend meetings, held within working hours, in order to prepare amendments for the next Agreement up to maximum of (1) day per member. Such employees shall be paid at their regular rate of pay.
- 18.05 The Union shall have the right to form a Committee of not more than three (3) members having seniority status, to meet with representatives of the County at mutually agreeable determined times to discuss matters of mutual interest to the Union and the County.
- 18.06 The parties agree that a Health and Safety Committee shall be maintained with the Committee consisting of three (3) Union representatives: one (1) from the Morganston Yard and two (2) from the Cobourg Yard (1 Roads member and 1 Garage member) and one (1) County representative from each yard, to be appointed by the County.
- The Committees shall hold separate meetings at least once every three (3) months at the Cobourg Yard for the purpose of considering, monitoring, inspecting, investigating, reviewing and recommending improvements to health and safety conditions and practices. Minutes shall be taken of these meetings and copies shall be sent to the Employer and the Union.
- 18.07 the employer is to furnish coveralls as follows:
- Morganston 4 Cobourg 4
- 18.08 The Employer agrees to pay to each permanent employee, who has completed the probationary period a sum not to exceed four hundred dollars (\$400.00) per calendar year (January 1 st- December 31st) for the purchase of safety boots and

outdoor work apparel (pants and shirts only). It is understood and agreed that the wearing of safety boots be compulsory. Employees requiring a second pair of boots as a result of damages must seek approval from their supervisor prior to purchasing a second pair. Reimbursement will be offered up to the value of the original pair of boots. It is further agreed that coveralls will be supplied by the Corporation for the mechanics. This sum of money is to be paid to all permanent employees, through the payroll system, in each contract year, upon presentation of a receipt and payment shall be made within the following fifteen (15) days. In accordance with Revenue Canada all clothing allowances reimbursed will be a Taxable Benefit.

18.09 In the event that an employee is specifically requested by the Employer to use his own car for transportation, then he shall receive a mileage allowance equal to the mileage rate paid to other County employees as such rate may be adjusted, the rate to be measured from the employee's normal depot to the place he is required to drive.

18.10 a) The employer agrees to pay all costs on behalf of all employees who are required to be re-tested to maintain their drivers licenses 'A', 'D' and 'Z' endorsement as well as all costs required for any medicals.

It is recognized by all employees that a license as required for their classification must be maintained as a condition of operating equipment. Further, all employees recognize that drivers abstracts may be done from time to time at the discretion of the employer.

b) The employer agrees to pay all renewal licenses for incumbents in the Mechanics classification.

- Mechanics Truck and Coach
- Class 'A' Mechanics & License
- Air Conditioning

c) The Employer agrees to pay a sum of five hundred dollars (\$500.00) after taxes per contract year for Mechanics to purchase new hand tools, and/or replace broken or damaged tools. This sum is to be paid to those Employees upon presentation of a receipt and payment shall be made within the following fifteen (15) days. In accordance with Revenue Canada all tool allowances reimbursed will be a Taxable Benefit.

18.11 If a member of CUPE local 1203 is fined under the *Highway Traffic Act 0. Reg. 4/93 Hours of Work*, the County of Northumberland will reimburse to the employee the cost of the fine, provided that the employee has fully disclosed to the County any driving or on-duty time that the individual has incurred for any other employer.

18.12 Winter Driving Season - CVOR Certificate
Reporting of Hours of Work

The County Patrol Foremen will be monitoring the hours of work performed by all transportation employees. In order to accurately monitor the hours of work, it is the responsibility of all employees to report any time that they may drive for any other

CVOR operators for all classes of CVOR vehicles outside of their hours of work with the County.

18.13 It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

18.14 With reasonable notice the County will grant a leave of absence of up to two (2) years without pay, and without loss of seniority or job classification, to no more than one (1) employee at any one time who is elected to a full-time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress.

The Corporation will also grant a leave of absence under identical terms for one (1) employee at any one time, who accepts assignment to a full-time non-elected position with any of the above-named organizations. Any requests for extension or for leaves of absence beyond the numbers provided for in this article shall be in writing and any such request may be granted at the discretion of the Corporation.

ARTICLE 19 - DUES DEDUCTIONS

19.01 The employer agrees to deduct from the pay of each employee who has completed the probationary period whatever sum is authorized by the union for regular monthly union dues from each pay period and remit the same not later than the 15th day of the following month to the union. The employer shall when submitting such dues name the employees from whose pay such deductions were made.

ARTICLE 20 – BENEFITS

20.01 It is expressly understood and agreed that the provisions of this article apply only to permanent employees as defined in clause 15.02.

20.02 The Employer agrees to provide, and pay 100% of the cost of an Employee's Group Benefit Program for short term disability, long term disability, life insurance, accidental death and dismemberment, drugs, dental benefits and an eye care plan shown in Schedule B attached hereto and forming part of this agreement. The short term disability portion to be self-insured by the County.

20.03 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

20.04 When a death occurs in the family of a permanent employee who has acquired seniority he shall be granted a leave of absence with pay of not more than seven (7) working days for spouse, common-law spouse, son, daughter.

When a death occurs in the family of a permanent employee who has acquired seniority, he shall be granted a leave of absence with pay of not more than five (5) working days in the case of parents, stepparents, sister, brother, son-in-law,

daughter-in-law, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and grandchild of the employee.

One (1) bereavement day from work without loss of regular pay will be granted in the event of the death of an Aunt, Uncle, Cousin, Niece, or Nephew.

Time off in accordance with this article shall be without loss of regular pay for the purposes of attending funeral/memorial services, grieving in private and dealing with family issues in the event of a death of an immediate family member or other relative.

Generally, bereavement leave is taken immediately after the death however there may be special circumstances when needs for flexibility arise, for example, if a memorial service is scheduled at a time in the future. In these cases, the employee shall notify the Supervisor of the days needed off up to the maximums defined in this article.

20.05 Any permanent employee who is required to serve on a jury or is subpoenaed as a Crown witness shall be paid the difference between the amount paid for such service and his normal pay computed at his regular straight time hourly rate for hours lost from work up to a maximum of forty (40) hours per week. The employee must notify the Employer within two (2) working days after receipt of notice of selection for jury duty. In order to be eligible for such payments the employee must furnish a written statement from the proper public official showing the date and time served and the amount of jury compensation received.

20.06 All regular employees shall as a condition of employment become members of the OMERS Pension Plan. Contributions will be made in accordance with the terms of the plan, and payment and retirement will be subject to the provisions of the OMERS Act.

20.07 Employees retiring with 30 years of service within the County of Northumberland or any area Municipalities and age 60 shall be entitled to Medical, Dental and Vision Benefits as identified under the current plan. Employees would also be entitled to Life Insurance, to a maximum of \$10,000.. All benefits cease age 65.

Employees retiring before age 65, and having accumulated 30 years of service within the County of Northumberland or area Municipalities must purchase the benefits as outlined above immediately upon their retirement from the County under the condition that the employee would be responsible for 100% of the cost up to age 60. The County would then assume 100% of the cost to age 65.

ARTICLE 21 -TERMINATION

21.01 This agreement shall remain in force from October 1, 2022 up to and including September 30, 2025, and shall continue in force from year to year thereafter unless either party shall, within ninety (90) days prior to its termination, furnish the other with notice of termination of, or proposes revision of, this agreement.

**COLLECTIVE AGREEMENT – Expiry September 30, 2025
CUPE-1203 & The Corporation of the County of Northumberland**

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

Adam McCue
Adam McCue (Jun 28, 2023 11:30 EDT)

Denise Marshall

Joan Doucet
Joan Doucet (Jul 5, 2023 12:13 EDT)

Brooke Gillispie
Brooke Gillispie (Jul 5, 2023 13:21 EDT)

Lisa Ainsworth
Lisa Ainsworth (Jul 5, 2023 13:36 EDT)

FOR CUPE LOCAL 1203

Shawn Rock
Shawn Rock (Jul 10, 2023 21:44 EDT)

Rodney Torrance
Rodney Torrance (Jul 17, 2023 21:45 EDT)

John Dolan
John Dolan (Jul 18, 2023 09:33 EDT)

Scott Greenly
Scott Greenly (Jul 18, 2023 20:41 EDT)

**SCHEDULE "A"
WAGES AND CLASSIFICATIONS**

	October 1, 2022 3%	October 1, 2023 3%	October 1, 2024 2%	October 1, 2025 2%
	Hourly	Hourly	Hourly	Hourly
Operator 1	29.38	30.26	30.86	31.48
Operator 2	31.42	32.36	33.00	33.66
Mechanic 1	34.99	36.04	37.76	38.52
Night Patrolman	34.81	35.86	36.58	37.31
Lead Hand	34.81	35.86	36.58	37.31

When an employee is temporarily performing work in a higher-rated classification, then he shall receive the higher rate if he is performing such work for a period of one full day. In these circumstances, he will receive the higher rate for the first full day worked and thereafter while working in such higher rated classification.

When an employee is reclassified to a higher or lower rated classification, he shall receive the new rate immediately.

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

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Adam McCue (Jun 28, 2023 11:30 EDT)

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SCHEDULE "B"

1. The County self-insured Short Term Disability Benefit is hereby implemented as per Schedule "C".
2. The Long Term Disability Benefit is 75% of the calculated daily rate (see Section 1 above). Benefits begin after a seventeen (17) week waiting period (when Short Term Disability coverage stops), and is payable up to age 65. The County will assume 100% cost of all fringe benefits for a period of two (2) years from disability.
3. The Group Life Benefit is to a minimum of \$25,000.00 and to a maximum of two times an employee's annual earnings (calculated at regular hourly rate times regular weekly hours times 52) rounded out to the next highest \$1,000.00. Notwithstanding paragraph 3, the County will assume 100% coverage for Group Life benefit for an additional period of one year.
4. The Accidental Death and Dismemberment Benefit is the same as the Group Life Benefit.
5. The Extended health Care Benefit includes:
 - coverage for dependent children attending school to age 25;
 - hearing aid benefit to a maximum of \$500.00 every five (5) years;
 - coverage for clinical psychologist \$600.00 per year for insured individual;
 - coverage for registered masseurs is \$600.00 per year;
 - coverage for Physio therapist \$600.00 per year effective October 1, 2022;
 - chiropractic coverage to a maximum of \$600.00 per person per calendar year;
 - coverage for speech therapists is \$250 per year per insured individual;
 - there is full coverage for out-of-province expenses to the semi-private room level.
6. A preventative dental benefit (Liberty Health/Blue Cross Type 9) includes the following coverages:
 - Examinations
 - Consultations
 - Diagnostic Services (including X-rays)
 - Scaling and Polishing
 - Fluoride Treatments
 - Oral Hygiene Instruction
 - Endodontic Services (including root canal)
 - Fillings
 - Periodontal Services
 - Surgical Services
 - Denture Repairs and Relines

Surgical Services (including extractions)

Anaesthesia Services

Major Dental \$1,500.00 per covered person per year

Orthodontic for dependents only- \$1,500.00 \$2,000.00 per person per lifetime at a 50/50 cost share

Note: Recall exams at every 9 months

The Dental Plan Fee structure is based on current O.D.A. rates. The Cost of this program shall be borne by the County.

7. The Vision Care Plan is based on a reimbursement of five hundred (\$500.00) every two (2) years. An additional one hundred and fifty dollars (\$150.00) per person every two (2) years will be provided toward eye exams.
8. U.I.C. Rebate - In recognition of the cost of benefits established under this Collective Agreement, it is agreed that the employee share of any rebate will be applied toward the cost of these benefits.

SCHEDULE "C"

- (a) The County shall maintain a Short Term Disability Plan as outlined herein. An employee who is unable to report to work due to a non-occupational accident or sickness shall be entitled to receive disability benefits commencing on the first day of absence, and continuing for up to a maximum of seventeen (17) continuous weeks in any calendar year, or until the date the employee is declared medically fit to return to work, whichever first occurs. Employees having a second or further extended sickness in that calendar year will utilize the Employment Insurance Sick Leave entitlement to take them up to their L.T.D. eligibility, if necessary.

Each employee's allotment of paid time is based on an employee's accrued seniority with the amount of entitlement determined in accordance with the schedule set out below.

This schedule sets out the amount of paid time to which an employee is entitled in each calendar year, and as such, the allotment will be automatically renewed each January 1st provided the employee is actively at work, or thereafter on the date the employee returns to regular employment.

The Employer undertakes to pay the full cost of providing the Short Term Disability Plan.

Employees who are off work as a result of an accepted sick leave, paid or unpaid, will continue to have their benefit premiums paid by the County until such time as they are eligible for long term disability.

SCHEDULE OF BENEFITS

Length of Service	100% of Normal Earnings	75% of Normal Earnings
3 Months but less than 1 Year	1 Week	16 Weeks
1 Year but less than 2 Year	2 Weeks	15 Weeks
2 Year but less than 3 Year	3 Weeks	14 Weeks
3 Year but less than 4 Year	4 Weeks	13 Weeks
4 Year but less than 5 Year	5 Weeks	12 Weeks
5 Year but less than 6 Year	7 Weeks	10 Weeks
6 Year but less than 7 Year	9 Weeks	8 Weeks
7 Year but less than 8 Year	11 Weeks	6 Weeks
8 Year but less than 9 Year	13 Weeks	4 Weeks
Over 9 Years	17 Weeks	0

(b) As a cost containment measure and to prevent potential abuse, the following stipulations will apply to the Short Term Disability Plan.

i) Proof of Illness

Any absence of four (4) or more consecutive working days or for one (1) work day prior to or following a paid holiday, which is to be charged as sick leave, must be supported by a certificate from a duly recognized medical practitioner, stating that the employee is unable to perform his/her duties and indicating the probable duration of the illness. Failure to produce the required certificate within five (5) working days of the date of disability will result in the uncertified days of absence being charged as leave without pay. Working days does not include Saturdays, Sundays or paid holidays.

Furthermore, it is understood and agreed that the County reserves the right to request a medical certificate in other appropriate circumstances.

ii) Absence for Illness or Injury

More than ten (10) individual incidents for illness or injury within a calendar year will be charged as sick leave without pay except for those seniority employees with less than one (1) year of service, who will be restricted to five (5) days with pay, and thereafter, their absences will be without pay. It is further understood that any utilized days will be set off from any entitlement to short term disability as set out in the chart above. For example, if an employee with 1.5 years of service has utilized five (5) days of sick leave, and thereafter, have a continuous illness lasting for more than one (1) week, that individual will then receive one (1) week of pay at one hundred percent (100%), and a further maximum of fifteen (15) weeks at seventy-five percent (75%).

iii) Progress Report Regarding Illness

In any case of prolonged illness, the employee shall submit such periodic reports on his/her condition as the Corporation may require. The employer will pay a maximum of fifteen (\$50.00) per requested report, following the initial report.

(iv) Examination by Alternate Physician

The Corporation may require that an employee be examined by a physician satisfactory to the Corporation if it suspects abuse. If the Corporation's physician disagrees with the employee's physician, then the parties shall agree to a third medical practitioner, whose decision shall be final.

(v) Exclusions

This plan does not cover disabilities or claims resulting from:

1. any period of disability during a specified period of maternity leave of absence. (The maternity leave of absence for which benefits are not payable will be:

the period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement;

any period of formal maternity leave taken pursuant to mutual agreement between the employee and the Corporation, or

any period for which the employee is eligible, or would have been eligible upon proper application, to collect Unemployment Insurance maternity benefits);

2. any period of disability that, commenced while the employee was not insured under the plan;
3. intentionally self-inflicted injuries;
4. Accident injuries arising out of or in the course of employment, or disease covered by the Workers' Compensation Act or similar legislation.

(c) Unable to Report to Work Due to Illness

When an employee is unable to report to work because of illness, he/she shall, as soon as possible, inform his/her supervisor that he/she will not be at work, and state the nature of the illness and the probable length of absence.

LETTER OF UNDERSTANDING #1

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

RE: JOB SECURITY

It is the desire of the County that the budget challenges that are being considered will not result in any reduction in the number of current employees working in our Road's Department, subject to Articles 16.02, 16.03, 16.04, 16.05 & Article 17 (please note old article numbers from 2019 CA and have changed, these reflect the change.)

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

Adam McCue
Adam McCue (Jun 28, 2023 11:30 EDT)

Denise Marshall

Joan Doucet
Joan Doucet (Jul 5, 2023 12:13 EDT)

Brooke Gillispie
Brooke Gillispie (Jul 5, 2023 13:21 EDT)

Lisa Ainsworth
Lisa Ainsworth (Jul 5, 2023 13:36 EDT)

FOR CUPE LOCAL 1203

Shawn Rock
Shawn Rock (Jul 10, 2023 21:44 EDT)

Rodney Torrance
Rodney Torrance (Jul 17, 2023 21:45 EDT)

John Dolan
John Dolan (Jul 18, 2023 09:33 EDT)

Scott Greenly
Scott Greenly (Jul 18, 2023 20:41 EDT)

LETTER OF UNDERSTANDING #2

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

**RE: EMPLOYMENT STANDARDS ACT
SECTIONS 17, 18 AND 19**

The parties hereby agree to follow the applicable terms (Article 12) of the Collective Agreement in regard to overtime.

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

Adam McCue

Adam McCue (Jun 28, 2023 11:30 EDT)

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LETTER OF UNDERSTANDING #3

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

The parties agree that Temporary (Seasonal) employees are entitled to the provisions defined in Articles 12 (excluding 12.08), Article 18.11, 18.12

All other Articles pertain to permanent employees only. (please note old article numbers from 2019 CA and have changed, these reflect the change.)

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

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Scott Greenly (Jul 18, 2023 20:41 EDT)

LETTER OF UNDERSTANDING #4

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

RE: SNOW ROUTE CHANGE

The parties agree that should a permanent position become vacant, thus creating a vacant snow route, and subsequent to the permanent position being awarded, full time employees will have the opportunity to submit an expression of interest in moving into the vacant snow route. The change will not occur until the next winter season unless mutually agreed by the union and the employer. Once the switch in route occurs the employee cannot move to another route unless a vacancy occurs and/or both the union and the employer agree that the employee move. Should more than one employee submit an expression of interest seniority shall govern.

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

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Adam McCue (Jun 28, 2023 11:30 EDT)

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LETTER OF UNDERSTANDING #5

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

The Union agrees on behalf of itself and each employee in the bargaining unit that the employees may agree to work in excess of the regular hours of work per day, up to a maximum of sixty (60) hours of work per week, if requested by the Employer. It is understood that the provisions of the Article do not affect the Employer's overtime obligations.

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

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LETTER OF UNDERSTANDING #6

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

RE MECHANIC LEAD HAND

Both parties agreed that a Mechanic Lead Hand premium of \$1.00 an hour above the mechanic rate shall apply when a Mechanic is appointed as Mechanic Lead Hand for an entire shift. The premium shall increase to \$1.03 effective October 1, 2023 and \$1.06 effective October 1, 2024. The Mechanic Lead Hand will be appointed by the Fleet Supervisor, on a rotational basis between those who express written interest in assuming such responsibility. Written interest shall be submitted to the Fleet in Supervisor within 5 days of the signing of this Letter of Understanding.

Dated at _____, this _____ day of _____ 2023

**OR THE COUNTY
OF NORTHUMBERLAND**

Adam McCue

Adam McCue (Jun 28, 2023 11:30 EDT)

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LETTER OF UNDERSTANDING #7

Between

The Corporation of the County of Northumberland

And

CUPE Local 1203

NEW

Training Course

The employer shall post any non-mandatory training opportunities, courses and experimental programs for which permanent full-time employees may be selected. The bulletin shall contain the following information:

- (a) Type of course (subject and material covered).
- (b) Minimum qualifications required for the applicant

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all depots to afford all interested employees an opportunity to apply for such training. The above noted timelines are subject to change should timing of training availability be on short notice.

Time spent in such training shall be considered to be time worked.

Training shall be offered on a seniority basis in the following priority order:

1. To employees currently holding a permanent work assignment in the activity related to the training unless the employee is adequately trained in the training opportunity.
2. To employees currently holding a temporary work assignment in the activity related to the training.
3. To employees not trained in the activity related to the training.

The parties agree to meet in December 2023 to review the Letter of Understanding

**COLLECTIVE AGREEMENT – Expiry September 30, 2025
CUPE-1203 & The Corporation of the County of Northumberland**

Dated at _____, this _____ day of _____ 2023

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**SS:COPE491
KG/COPE491**