

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

COLLECTIVE AGREEMENT

between

**Canadian Union of Public Employees
Local 3725**

and

**The Corporation of the County of Northumberland
(Social Services)**

EXPIRY DATE: SEPTEMBER 30, 2027

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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 of working conditions for the said Employees, all as set forth in this agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 (a) The Employer recognizes the Union as the sole collective bargaining agent for all Employees of The Corporation of the County of Northumberland employed in its Social Services Department, save and except Supervisors, Managers, Director of Social Services, persons above the rank of Director of Social Services, co-op students, students employed during the school vacation period, volunteers, and Ontario Works individuals, and persons for whom any Trade Union held bargaining rights as of April 16, 1993.
- (b) Work experience placements, Ontario works placements including co-op students and students employed during the school vacation periods, will not be utilized to fill an existing vacancy, nor to replace an Employee who is on layoff.
- (c) Any internships or any placements through Job Creation Programs will not be utilized to fill an existing vacancy, nor to replace an Employee who is on layoff.
- 1.02 "Employee" as used in this agreement shall mean those persons described in the bargaining unit set forth in Clause 1 .01.
- 1.03 Non-bargaining unit Employees shall not perform bargaining unit work to the extent that it causes the layoff of a bargaining unit Employee.
- 1.04 A union member(s) will have the right at any time to have the assistance of a Local Union Representative when meeting with the Employer in any circumstance.
- 1.05 A new employee will have the opportunity to meet with a representative of the Union for a period of thirty (30) minutes within the employee's first thirty (30) days of employment, without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings will be arranged for new employees to meet collectively at an agreed upon time by the Union and the Employer.

ARTICLE 2 - RELATIONSHIP

- 2.01 The parties 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 Employees activity or lack of activity in the union.
- 2.02 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 Social Services.
- 2.03 The parties agree that they will not discriminate against or harass any Employee because of race, creed, colour, age, sex, sexual orientation, marital status, nationality, ancestry, or place of origin within the meaning of the Ontario Human Rights Code.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the offices and direction of the working force are fixed exclusively in 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 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 facilities, equipment and materials to be used, the control of, 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.
- 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 three (3) Stewards or executive members. The name of each Steward, the name of the President of the Local, and the remaining members of the Local Executive from time to time so selected, shall be given to the Employer in writing, and the Employer shall not be required to recognize any such Steward or Executive member until it has been so notified. All Stewards and members of the Local Executive must have successfully completed their probationary period and be employed as defined elsewhere in this contract.
- 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 Employees in the bargaining unit their co-operation with the Employer and with all persons representing the Employer in a supervisory capacity.
- 4.04 The permission of the Stewards and/or Executive members to have time off work without loss of pay to meet for a reasonable period of time with the grievor and/or the CUPE National Representative prior to and attend grievance step meetings, under Article 5.03, will not be unreasonably withheld. However, it is understood that neither Stewards nor Executive members will absent themselves from their regular duties without the prior consent of their immediate Supervisor.
- 4.05 Official correspondence between the Employer and the Union shall be addressed to the Director, Community & Social Services or designate and the President of the Union or designate.

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 ten (10) 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 the grievance orally or in writing to the Employee's Supervisor. The Employee shall have the assistance of his Steward

if he so desires. The Supervisor shall give his/her decision within one (1) working day following the presentation of the grievance. If the Supervisor's decision is not satisfactory to the Employee concerned, then the grievance may be presented as follows:

Step No. 2

Within seven (7) working days after the decision is given at Step No. 1, the aggrieved Employee may, with or without his steward, present the grievance (which shall be reduced to writing on a form supplied by the Union and approved by the Employer) to the Director of Social Services, or her designate, who shall consider it in the presence of the person or persons presenting same render her decision in writing within seven (7) working days following presentation of the grievance to her.

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

Step No. 3

Within seven (7) working days after the decision is given under Step No. 2, the aggrieved Employee may submit his grievance to the Chief Administrative Officer, or her designate, with a copy to the Director and the Employee, accompanied by the President of the Local and his 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 presence is requested by either party. The Chief Administrative Officer or her designate will render a decision in writing within seven (7) 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 an Arbitrator as provided for 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 limit, then the grievance shall be deemed to have been abandoned.

5.05 Throughout this Collective Agreement working days shall exclude Saturdays, Sundays and paid holidays.

5.06 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedures may be extended in writing by consent of the parties.

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 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 provisions 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 the Agreement shall be responsible for an equal share of the fee and expenses of the Arbitrator.
- 6.05 The parties may by-pass the procedures set out above, and instead, request the Ministry of Labour to appoint an arbitrator pursuant to the Ontario Labour Relations Act, (i.e. Expedited Arbitration) and the provisions set out above shall apply to that Arbitrator so appointed.

ARTICLE 7 - MANAGEMENT GRIEVANCES

- 7.01 Any grievance instituted by the Employer 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 the Employer to consider the grievance.

At this time they may be accompanied by a full time representative of the Union if such 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 a Board of Arbitration 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 Director of Social Services, or her designate, at Step No. 2 of the grievance procedures at any time within ten (10) working days after the circumstances giving rise to such grievance occurred or originated.

ARTICLE 9 - DISCIPLINE AND DISCHARGE

- 9.01 A claim by an Employee that the Employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Social Services, or her designate, at Step No. 2 of the grievance procedure within ten (10) working days after the Employee ceases working for the Employer. Such grievance may be settled by:
- (a) confirming the Employer'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 The parties recognize that the termination of a probationary Employee may be the subject matter of the grievance and arbitration procedures set out in this agreement. However, the parties specifically agree that the appropriateness of the termination of a probationary Employee is a matter for the discretion of the Employer and provided that the exercise of discretion in the termination of a probationary Employee has not been arbitrary, discriminatory nor exercised in bad faith, then the Employer will have established cause for termination of a probationary Employee.
- 9.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an Employee twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided the Employee's record has been discipline free for such twenty-four (24) month period.
- At the time formal discipline is imposed, an Employee shall have the right, upon request, of the presence of the Employee's steward. The Employer shall have the right to equal representation at such meeting. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance of any meeting respecting same.

ARTICLE 10 - NO STRIKES/NO LOCKOUTS

- 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, and the Employer agrees that there will be no lock-out. The words "strike" and "lock-out" shall have the meaning ascribed to them in the Labour Relations Act.

ARTICLE 11 - WAGES

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

ARTICLE 12 - HOURS OF WORK AND OVERTIME

12.01 (a) Compressed Work Week

A compressed work plan schedule within this agreement allows employee to work longer hours per day in exchange for a reduction in the number of working days in every 2 week pay period. Employees work their standard, biweekly hours in 9 days instead of the usual 10, resulting in 1 day off every 2 week cycle. The standard five (5) day work week will still be adhered to in that the employees would be teamed into four groups over a two week pay period. It is agreed that one group would have the first Monday of the pay period, second group would have the first Friday of the pay period, third group would have the second Monday of the pay period, and the fourth group would have the second Friday of the pay period.

In order to accomplish the 70 hours over a two week pay period, employees would be required to work an additional one (1) hour on seven of the ten business days. It is agreed that employees would work an additional fifteen (15) minutes before and fifteen (15) minutes after the office business hours and take a thirty (30) minute lunch on those seven days. Employees would have a standard work day each week (8:30 to 4:30) with a standard one hour lunch.

A compressed schedule is a fixed arrangement which does not typically vary from pay period to pay period. A compressed schedule has a pre-determined start and end time for each workday in the pay period.

Employees returning to work on modified hours following a leave of absence, are not eligible to participate in the Compressed Work Week until such time as the employee has returned to full regular hours.

12.01 (b) Agreed Guidelines for the Compressed Work Plan

1. Paid time for every 2 week pay period must always total the standard working hours (70).
2. Participants must use their 1 standard work day each week (8:30 – 4:30) when required to account for statutory holidays.
3. When a statutory holiday falls on your day off you will receive an alternate day off agreed upon by the Employer and the employee.

4. The compressed work program runs year round with the exception of the pay period(s) covering the Christmas and New Year's statutory holidays when due to vacation scheduling all employees will be expected to work a standard schedule to ensure adequate departmental coverage.
5. The departmental leadership is responsible for maintaining coverage in order to remain open and accessible during standard work hours. Each division will establish a method of scheduling that best suits their needs, (i.e., Mondays off for some staff/Fridays off for other staff, etc.).
6. It is expected that medical/personal appointments will not be schedule on the Employers time if possible.
7. Employees are expected to update their Human Resources Information system calendars, to reflect any approved leaves or significant change to a compressed schedule.

12.01 (c) Eligibility

1. All external new hires will work five (5) seven (7) hour days during their probationary period to facilitate orientation by their Supervisor/Manager.
2. Employees can have the flexibility to move out of the compressed work schedule once in a calendar year for a minimum of two (2) consecutive months, subject to Management approval. One (1) months' notice must be provided. Should an Employee wish to permanently opt out of the compressed program each case will be assessed on an individual basis with the Employer and Union representative.

12.02 Overtime at the rate of time and one half (1 ½) the Employee's regular hourly rate shall be paid for all hours worked in excess of the Employee's standard workday, or standard work week. Overtime at twice the Employee's regular hourly rate shall be paid for all work performed on Sundays and paid holidays. No overtime worked shall be recognized for compensation without the express prior approval of the Employer.

For clarity, only hours worked are used in calculating the trigger for overtime.

12.03 Sharing of Overtime

Overtime and call back time shall be divided equitably among Employees who are willing and qualified to perform the available work.

12.04 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an Employee may choose to receive time off on the basis of time and one half (1 ½) hours off for overtime worked at a time mutually agreed upon by the Employee and the Employer.

Accumulated lieu time must be used in the year in which it is earned and cannot be carried over to the following year unless mutually agreed upon by the Employee and the Employer.

12.05 There shall be one fifteen (15) minute rest period in the first half of each shift and one fifteen (15) minute rest period in the second half of each shift to be granted at a time or times selected by the Employer.

12.06 Reporting Pay Guarantee

Employees reporting for work as usual on a regular working day, and for whom no work at his regular job is available, shall be offered at least four (4) hours' employment in other work at the Employee's straight time rate, or, at the Employer's option, will be paid four (4) hours' pay in lieu of work.

12.07 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.

12.08 It is agreed that any Employee required at the request of the County to attend a meeting outside the normal working hours shall be compensated at the appropriate rate of pay from such time of leaving one's residence until such time she/he returns to their residence.

12.09 A meal allowance of six dollars (\$6.00) shall be paid with a submission of a receipt if:

- (a) An Employee works more than three (3) consecutive hours of approved overtime; or
- (b) An Employee's lunch period occurs when the Employee is further than thirty (30) kilometers from the closer of the Employee's office or the Employee's home.

All meal allowances will be taxed as per Canada Revenue Agency regulations.

12.10 The provisions of Article 12 shall not be construed as a guarantee of hours of work per day or per week. Rather, the provisions of Article 12 are for the purposes of defining the normal hours of work and when overtime shall be paid.

12.11 If an emergency is declared and the County is required or mandated to open a reception area, Employees who work during the emergency will be compensated as per Article 12.02. Employees will have the option of payment of overtime or banked lieu time.

ARTICLE 13 - VACATIONS WITH PAY

13.01 An Employee would be allowed to carry over (1) one year's vacation entitlement into the next calendar year. Employees who have in excess of one year's vacation entitlement on December 31st shall lose the excess vacation unless extenuating circumstances have occurred.

Each Employee shall request vacation by March 1st of each year for the period May 1st - April 30th of the following year. The Employer shall finalize the vacation schedule and post by March 31st of each year.

Vacation pay entitlement is pro-rated during the first and last year of employment and following any unbroken leaves paid or unpaid beyond 4 months. For clarity staff continue to accrue unpaid vacation time while on extended leaves.

All Employees who have acquired one (1) years' seniority with the Employer shall receive 105 hours vacation at the times convenient to the Employer.

All Employees who have acquired eight (8) years' seniority with the Employer shall receive 140 hours vacation at a time or times convenient to the Employer.

All Employees who have acquired fifteen (15) years' seniority with the Employer shall receive 175 hours vacation at a time or times convenient to the Employer.

All Employees who have acquired twenty-five (25) years' seniority with the Employer shall receive 210 hours vacation at a time or times convenient to the Employer.

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.

An Employee would be allowed to carry over (1) one year's vacation entitlement in to the next calendar year. Employees who have in excess of one year's vacation entitlement at December 31st shall lose the excess vacation unless extenuating circumstances have occurred.

Each Employee shall request vacation by March 1st of each year for the period May 1st, 2020 – April 30th, 2021. The Employer shall finalize the vacation schedule and post by March 31st of each year.

Vacations can only be altered thereafter, by mutual agreement between the Employee and the Employer.

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 right to maintain sufficient staff to meet its operating requirements

The Employee may request to take vacation in minimum periods of one half hour (1/2) or fifteen (15) minute increments which will be granted upon mutual consent between the Employee and the Employer.

13.02 Unbroken Vacation Period

The Employee may request to take one (1) day at a time which shall be granted upon mutual consent between the Employee and the Employer.

13.03 Vacation entitlement shall be calculated as of the Employee's anniversary date of employment.

13.04 Where an employee is hospitalized during their planned vacation, or vacation is interrupted by bereavement leave in accordance with Article 21.03, there shall be no deduction from vacation credits for such absence. The employee shall have the opportunity to reschedule the vacation, to be taken at a mutually agreed time.

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 | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| The last half working day before Christmas Day | The last half working day before New Year's Day |

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.

14.02 In order to be entitled to payment for a holiday an Employee must have worked the working day immediately preceding the holiday and the working day

immediately following the holiday 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, or any approved absence, 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 the Employee in addition to receiving 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 Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force, and recall, as set out in other provisions of this agreement. Seniority shall operate on a bargaining unit wide basis.

15.02 An Employee shall be considered probationary for the first ninety six (96) actual days worked. After ninety six (96) days of work an Employee's seniority shall date back to this last date of hire. The termination of a probationary Employee shall be subject to the provisions of Article 9.02. The probationary period may be extended on the recommendation of the Employee's supervisor, but such extension shall not exceed thirty (30) days of work, and the Union shall be notified of such extensions. After completion of the probationary period, seniority shall be effective from the original date of hiring.

15.03 The Employer shall maintain a seniority list showing the date upon which each 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.

15.04 Accumulation of Seniority

Seniority shall accumulate in the following circumstances only:

- a) When off the payroll due to lay off, sickness or accident in which case seniority will continue to accumulate for a period of time equal to twenty-four (24) 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 three (3) months of such leave;
- c) when absent on vacation or on paid holidays;
- d) when actually at work for the Employer;
- e) when on maternity and/or parental leave.

15.05 Loss of Seniority

An Employee shall only lose seniority and be deemed to be terminated if the Employee:

- 1) Is discharged for just cause and is not reinstated;
- 2) resigns and does not revoke such resignation, in writing, within forty-eight (48) hours;
- 3) fails to return to work within five (5) working days after being notified by the Employer following a lay-off and after receiving notice by registered mail to do so, unless through sickness or other just cause. The refusal of an Employee to accept recall to a position of a duration of three (3) months or less, to such employment will not result in termination of seniority and will not prejudice the Employee's right to recall in the future. Laid off Employees engaged in alternate employment who accept the recall shall be permitted to give their current Employer up to ten (10) working days' notice of termination;
- 4) is absent from work for three (3) consecutive days without notification (unless a satisfactory reason is given);
- 5) is retired.

15.06 In establishing relative seniority for Employees hired on the same date, seniority shall be determined by date upon which an Employee was first offered employment. If Employees were offered employment on the same date, then relative seniority shall be determined by lot.

15.07 Temporary/Contract Employees

A temporary/contract Employee may be hired for a period not to exceed thirteen (13) months plus vacation time for the specific purpose of replacing an Employee on WSIB, LTD, any other approved leaves of absence or to work on projects. The above may be extended up to eighteen (18) months in the case of pregnancy/parental or adoption leave or by mutual agreement of the parties. Such Employees shall not be subject to the provisions of this Agreement except for Article 2 - Relationship; Article 3 - Management Rights; Article 12 - Hours of Work and Overtime; Article 13- Vacations with Pay; Article 14 - Holidays; Article 20 - Check off of Union Dues; Article 21 - Benefits and Leaves of Absences - 21.01

(a) - (d); 21.02 (d), (e), (f), (g), (h), (i), (j); 21.03, 21.04; Article 22.01 - Payment of Wages and Allowances; Article 25 - Health and Safety and Schedule "A" Wages and Classifications.

If a temporary/contract Employee is successful in a bid to obtain a vacancy for a regular full-time position, he/she shall be credited with the total of his/her accumulated temporary service solely for the purpose of establishing:

- a) A seniority date to be used solely for the purpose of progression on the wage grid, transfers, promotions, layoffs and recall, all of which shall be subject to the governing Articles of this Agreement; and,
- b) A service date to be used solely for the purpose of establishing vacation entitlement and qualification for payment for designated holidays.

The service credit and/or seniority date herein established shall not be used for any other purpose whatsoever. Also, it is understood and agreed that such service shall not count towards the completion of the ninety-six (96) actual days probationary period which shall be served in full and during which time the rights and privileges of this Employee shall be the same as any other probationary Employee.

ARTICLE 16 - PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created, or when the Employer intends to fill a vacancy of a permanent nature, the Employer shall immediately notify the Local Union in writing and post notice of the position in the Employer's offices, on all Bulletin Boards, for a minimum of five (5) working days so that all members will know about the vacancy or new position. Temporary vacancy of less than four (4) months need not be posted.

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, location, wage or salary rate or range.

The skills, qualifications, required knowledge and education shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 No external applicants shall be considered for a vacancy until all internal applicants have been considered unless otherwise agreed to by the Employer

and the Union.

16.04 Consideration of applicants shall be based on the following factors:

- (i) Qualifications, required knowledge and education, skills, ability and experience;
- (ii) Seniority.

Where the factors in (i) of applicants are relatively equal, seniority shall govern.

16.05 (a) Trial Period

The successful applicant shall be given a trial period of six (6) months. Conditional on satisfactory service, the Employee shall be declared permanent after the period of six (6) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable or unwilling to continue to perform the duties of the new job classification, the Employee will be returned to the Employee's former position, wage or salary rate, without loss of seniority.

Any other Employees promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- (b) The successful applicant shall be paid at the wage or salary level of the new position which is next higher than that which the Employee earned prior to the successful posting.

16.06 Notification to Employee and Union

The name of the successful applicant shall be posted on all Bulletin Boards.

16.07 Any Employee promoted beyond the scope of the collective agreement may not return to the bargaining unit with their seniority after thirteen (13) consecutive 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.

16.08 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.

16.09 All secondments outside of the employ of the County of Northumberland are fully paid (wages and benefits) by current Employer, unless otherwise recognized by a separate Memorandum of Understanding. Employees shall continue to exercise rights as identified under this Collective Agreement and therefore shall

continue to pay dues.

- 16.10 In the event an Employee accepts a special assignment/project, beyond the scope of their current position, assigned by the County of Northumberland the parties will meet to discuss a Letter of Understanding specific to the circumstance.

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 that extends beyond thirty (30) working days and is later placed in a position within the scope of this agreement, he/she shall retain the seniority previously acquired. The member will not pay Union dues during the extended assignment. An Employee promoted beyond the scope of the Collective Agreement may not return to the bargaining unit with their seniority after thirteen (13) consecutive 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.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 Definition of Lay-off

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

17.02 Role of Seniority in Lay-offs

- (a) The Employer must notify the Union of any possible layoffs as soon as it becomes aware of the layoff.
- (b) The Employer and the Union agree to meet within ten (10) days of notification to discuss possible alternatives to layoff.
- (c) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid off in the reverse order of their seniority. An Employee about to be laid off may bump a more junior Employee provided the Employee exercising the right has the qualifications and ability to perform the work of the junior Employee. An Employee who elects to bump will receive the rate of pay for the position into which the Employee bumps. It is understood that Employees may not bump into a higher rated classification.

17.03 Recall Procedure

Employees shall be recalled in order of seniority, provided that such Employees have the qualifications and ability to perform the available work.

17.04 No New Employees

New Employees shall not be hired until those laid off Employees who have the qualifications and ability to perform the available work have been given an opportunity of recall.

17.05 Notice of Lay-off

Notice of lay-offs shall be a minimum of thirty (30) days.

17.06 Grievance on Lay-offs and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step No. 3 of the grievance procedure.

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 Director of Social Services.

18.02 In the event that Employees are specifically requested by the Employer to use their own vehicle for transportation, such Employees shall receive a transportation allowance in accordance with County policy which will reflect the Canadian Automobile Association rates.

18.03 Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to not more than two (2) Employees at a time who are elected or appointed to represent the Union at Union conventions or seminars, provided such absences do not exceed a total of twenty-five (25) person days per year.

18.04 It is agreed that a Negotiating Committee composed of not more than three (3) Employees shall be paid at their regular hourly rate for time lost from work to a maximum of a regular day's pay for the purpose of attending negotiating meetings with the Employer.

18.05 Technological Change

The Employer agrees that should technological changes occur in the workplace and create the need for the acquisition of new skills requiring training that the Employer will endeavour to assist the Employee to acquire the requisite skill set, where the Employee possesses the necessary qualifications as per the job description.

- 18.06 The County will provide reimbursement for memberships provided the membership is deemed a mandatory requirement and is necessary for practice in the Employee's profession
- 18.07 Where a written assessment is made in regards to an Employee's performance, the Employee shall receive a copy and be provided with the opportunity to respond.
- 18.08 Upon written request an Employee may review his/her employment file in the Human Resources Department.
- 18.09 When an employee is attending training as a participant and training ends at 4:30pm or later, or the distance between the training location and the employees place of work is greater than 20 kilometers, the employee will not be required to return to their work location at the conclusion of training For clarity, this article shall not apply when an employee is working at a Hub or leading a training session.

ARTICLE 19 - LABOUR/MANAGEMENT COMMITTEE

- 19.01 A Labour Management Committee shall be established consisting of representatives of the Union and the Employer. The Committee shall enjoy the full support of both parties.

The composition of the Committee is to be defined as three (3) representatives of the Union and three (3) representatives of the Employer.

- 19.02 **Function of the Committee**

The Committee shall concern itself with matters of mutual concern.

- 1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the Employees.
- 2) Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.

- 19.03 **Meetings of Committee**

The Committee shall meet at least quarterly, or as needed, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee during regular

working hours.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

19.04 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

19.05 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 20 - CHECK OFF OF UNION DUES

20.01 The Employer agrees to deduct from the pay of all Employees whatever sum is authorized by the Union for regular Union dues, or for special levies authorized by the Union. Such amount shall be deducted during each pay period and shall be remitted not later than the 15th day of the month following the deduction to the Canadian Union of Public Employees, National Secretary Treasurer. The Employer shall when remitting such dues name the Employees from whose pay such deductions were made and also the names of those Employees who have left the employment of the Employer since the last payment.

20.02 The Union agrees to save the Employer harmless from any claims which may arise out of such deduction or Union dues from Employees' pay cheques.

20.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

ARTICLE 21 - BENEFITS AND LEAVE OF ABSENCE

- 21.01 (a) The County shall implement and 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 use any remaining sick leave then 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 FOR SHORT TERM DISABILITY

| Length of Service | Total Number of Hours | Total Number of Hours 100% | Total Number of Hours Innocent Absenteeism (I.A.) Hours | 100% Hours Less I.A. Hours Available STD' | Total Number of Hours @ 75% |
|-------------------------------|-----------------------|----------------------------|---|---|-----------------------------|
| 3 months but less than 1 year | 595 | 35 | 28 | 7 | 560 |
| 1 year but less than 2 years | 595 | 70 | 28 | 42 | 525 |
| 2 years but less than 3 years | 595 | 105 | 28 | 77 | 490 |
| 3 years but less than 4 years | 595 | 140 | 28 | 112 | 455 |
| 4 years but less than 5 years | 595 | 175 | 28 | 147 | 420 |
| 5 years but less than 6 years | 595 | 245 | 28 | 217 | 350 |
| 6 years but less than 7 years | 595 | 315 | 28 | 287 | 280 |
| 7 years but less than 8 years | 595 | 385 | 28 | 357 | 210 |
| 8 years but less than 9 years | 595 | 455 | 28 | 427 | 140 |
| Over 9 years | 595 | 595 | 28 | 567 | 0 |

* Available STD hours if using Innocent Absenteeism Hours

Medical appointments shall not be accommodated under the STD outside of the twenty-eight (28) hours.

Whichever is greater in accordance with the following provision:

- (b) (i) Should an Employee be required to attend a medical appointment/treatment related to a Short Term Disability claim, that time shall be deemed as Short Term Disability.
- (ii) Time for such appointments shall be up to one (1) month prior to the expected Short Term Disability and /or up to three (3) months following the Short Term Disability.
- (c) 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

The Employer reserves the right to request a certificate from a duly recognized medical practitioner to substantiate any absence of more than three (3) consecutive working days or for an absence prior to or following a paid holiday, which is to be charged as sick leave. The medical note must state that the Employee is unable to perform his/her duties and indicating the probable duration of the illness. Failure to produce the require 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) Innocent Absenteeism Hours:

Refers to absence due to involuntary conditions including family illness, medical and non-medical appointments/tests not related to any Short Term Disability Claim (personal and/or family) as defined below. Accumulated absences are not to exceed 28 hours in total. Time for each absence is deducted as used. Each absence will be deducted as taken and cannot be related back to a previous absence/appointment (this replaces Article 21.07).

Circumstances in which an Employee has been awarded legal guardianship/custody of family members other than those defined below will be discussed by the parties on an individual basis.

Family members include spouse, children and parents.

Definition of family members:

Spouse: The person who is married to or is in a civil union with the participant, who he/she declares publicly to be his/her spouse and with whom he/she lives on a permanent basis. A de facto separation of more than three (3) months will result in the person no longer qualifying as the Employee's spouse for the purposes of this article. If according to this definition, the Employee has had more than one spouse, spouse shall mean the person most recently qualified.

Child: An unmarried (includes not in a civil union with a partner) child of the Employee or of the Employee's spouse (as defined *above*) who wholly depends on the Employee for support and maintenance and who meets a least one of the following conditions:

- i) He/she is under 18 years of age; or
- ii) He/she is mentally or physically handicapped and is completely dependent on the parent for their livelihood and wellbeing.

Parent: The mother and/or father that was the primary care giver of the Employee during childhood.

Medical Appointments:

Doctor

Specialist

Dentist

Optical

Chiropractor

It is understood that the intent of Innocent Absenteeism Hours relative to appointments is to allow staff to support family members as defined above who are ill or have appointments in which they need transportation and because of age or illness are unable to transport themselves.

Non-medical Appointments
Legal Counseling
Children's Aid
Court Attendance
School Counseling
Family Counseling

It is clearly understood that all reasonable measures will be taken to ensure that appointments are booked on the Employees Compressed Work Day off, where not possible due to booking restrictions, etc., the Employee may utilize the above. Time off in respect to the above appointments must be approved by the Employees Manager/Supervisor.

If an Employee is unable to report to work for reasons under this clause, he/she must, as soon as possible, advise the office that he/she will not be at work and clearly identify that the absence is for family illness, medical or non-medical appointments as defined above. The probable length of the absence shall also be reported.

The Innocent Absenteeism hours will be deducted from the total time allotment specified in the Schedule of Benefits for Short Term Disability. The program will run on a calendar year, January to December. Once the annual allotment of IA hours have been utilized it is expected that time off for appointments as defined under the IA provisions will be considered vacation time.

Should it be determined that an Employee's level of absenteeism is becoming excessive they shall be entered into an Attendance Monitoring/Management Program which is a series of steps aimed at improving attendance. The Attendance Monitoring/Management Program will be applied to the entire Short Term Disability Program.

Travel time to and from appointments/treatments shall be included as part of the Innocent Absenteeism Hours. Should an Employee elect not to return to work following their appointment the remaining hours not worked in the regular business day will be considered vacation time.

(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 twenty-five dollars (\$25.00) 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, unless provided by the Employment Standards Act:
 - 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 Employment Insurance maternity benefits;
- 2) any period of disability that commenced while the Employee was not insured under the plan;
- 3) intentionally self-inflicted injuries, as determined by a recognized medical practitioner qualified to render such opinions;
- 4) war, service in the armed forces, or participation in a criminal act;
- 5) accidental injuries arising out of or in the course of employment, or disease covered by the Workers' Compensation Act or similar legislation.

(d) Unable to Report to Work Due to Illness

- (i) When an Employee is unable to report to work because of illness, he/she shall, as soon as possible, inform his/her Office that he/she will not be at work, and state the general nature of the illness and the probable length of absence.

- (ii) Employees may, from time to time, be required to produce a medical certificate from a qualified medical practitioner verifying illness in order to be entitled to the benefits set out herein.
- (iii) Short Term Disability Benefits are not payable in the event that an Employee is eligible for Workers' Compensation Benefits.
- (iv) Benefits under this plan are not payable in the event that an Employee receives holiday pay or vacation pay.

21.02 The Employer agrees to pay ONE HUNDRED PERCENT (100%) of the cost of the premiums necessary to enroll all full time Employees in the following Benefit Plans:

- (a) A Long Term Disability Plan which provides 75% of an Employee's salary commencing after a seventeen (17) week waiting period which is payable up to age sixty-five (65). The maximum payable is \$3,000 per month. The Employer agrees to pay its portion of all benefits provided hereunder for a period of two (2) years from the commencement of eligibility for either Short Term or Long Term disability provided Employees contribute their portion of the cost of such premiums. The Employer agrees to maintain the Employee's pre-illness position or a comparable position for thirty-six (36) months following the commencement of disability. The Employee must be able to meet the bona fide requirements of the position prior to returning to regular full time duties.
- (b) Group Life Insurance for all Employees with a minimum of \$25,000 to a maximum of two (2) times an Employee's annual earnings (calculated at the regular hourly rate times regular weekly hours times 52) rounded out to the next highest \$1,000.
- (c) Accidental Death and Dismemberment Plan on the same basis as the Group Life Benefits.
- (d) An Extended Health Care Benefit which includes:
 - Coverage for dependent children attending school up to age twenty-five (25);
 - Hearing Aide benefit to a maximum of \$1000 every five (5) years;
 - Coverage for a clinical psychologist up to a maximum of \$1000 per year for insured person;
 - Psychologist service providers are registered Psychologist,

registered psychotherapist, and/or a registered Master of Social Work (MSW) practitioner who are members in good standing with their respective colleges;

- Coverage for registered masseur of up to a maximum of \$600 per year with no per visit cap;
- Coverage for speech therapists up to a maximum of \$250 per year per insured person;
- Coverage for out-of-pocket Hospital expenses to the semi-private room level;
- Coverage for physiotherapy of up to a maximum of \$600 per year with no per visit cap;
- Coverage for chiropractor of up to a maximum of \$600 per year with no per visit cap.

(e) Dental Plan

A preventative Dental Plan (Blue Cross Type #9 Plan or equivalent) including 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, dental repairs and realigns, surgical services (including extractions), and anesthetic services. The Dental Plan fee structure is based on the current Ontario Dental Association Schedule of Fees.

The following provisions will be added to the Dental Plan effective October 1, 2009:

- (i) Major Dental Services to a maximum of \$2500 per person per calendar year.
- (ii) Orthodontic Services, per person per year, up to a maximum of \$2500 per person during a lifetime.

50/50 co-share on (i) and (ii) above

(f) A Vision Care Plan is based on reimbursement of four hundred and fifty dollars (\$450) every two (2) years.

- In recognition of the cost of benefits established under this Collective Agreement, it is agreed that the Employee's share of any Unemployment Insurance Commission rebate will be applied towards the cost of these benefits.

- (g) It is recognized that the benefits set out in paragraph two (2) hereof are provided through a policy of insurance and eligibility for and entitlement to benefits are conditional upon the terms and conditions of the policies of insurance providing such coverages.
- (h) One Hundred and fifty (\$150) dollars per person every twenty-four (24) months will be paid for eye exams.
- (i) Should there be any change in benefit carrier, this shall not result in a decrease in benefits.

21.03 Bereavement Leave

Where a death occurs in the family of Employees, they shall be granted a leave of absence without loss of pay for the consecutive working days specified below.

- (a) Up to five (5) consecutive working days in the death of an Employee's spouse, child, step child, sibling, parents or current step-parents, foster child, foster parent, step-sibling, step grandparent, step-child, grandchild, step grandchild, grandparent, grandparent-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, guardian/ward and grandchild.
- (b) Up to three (3) consecutive working days in the death of sister/brother-in-law.
- (c) One (1) working day in the death of an Employee's aunt, uncle, cousin, niece or nephew.
- (d) Where the funeral/memorial/celebration of life takes place outside the Province and the Employee attends the service, such leave shall also include reasonable travelling time, not to exceed seven (7) days without pay.
- (e) Where tradition dictates or delayed services occur (interment or memorial) the amounts in paragraphs (a), (b) or (c) may be used over two (2) separate occasions within six (6) months of the date of loss.

21.04 Paid Jury or Court Witness Duty Leave

If an Employee is required to serve as a Juror in any Court of law, or is subpoenaed as a witness by the Crown, or is required by subpoena to attend a Court of law or a hearing with a case arising from the Employee's duties with the Employer, the Employee shall not lose regular pay because of such attendance provided that the Employee:

- (i) notifies the Employer immediately on the Employee's notification that the Employee will be required to attend at Court;

- (ii) presents proof of service requiring the Employee's attendance;
- (iii) deposits with the Employer, the full amount of the compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

This provision is subject to any agreement between the Employer and the Crown respecting the waiver of witness fees.

21.05 (i) Pregnancy and Parental Leave

- (a) Pregnancy Leave shall be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The Employee shall give written notification at least two (2) months in advance of the date of commencement of such leave and the expected date of return. At such time, she shall furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.
- (c) The Employee shall confirm her intention to return to work on the date originally approved in (b) above by written notification received by the Employer at least two (2) weeks in advance thereof.
- (d) Credits for service and seniority shall accumulate while an Employee is on pregnancy leave except for the calculation of the probationary period.
- (e) Pregnancy leave ends:
 - a) if they are entitled to parental leave, 17 weeks after the pregnancy leave began;
 - b) if they are not entitled to parental leave, on the day that is the later of, i) 17 weeks after the pregnancy leave began, ii) 12 weeks after the birth, still-birth or miscarriage.
- (f) Parental leave ends sixty-one (61) weeks after it began if the employee took pregnancy leave or sixty-three (63) weeks for those who did not or on an earlier date if the Employee gives the Employer at least four (4) weeks' written notice of the date of the Employee's intention to return to work. An Employee who is not entitled to pregnancy leave under (a) above, may extend parental leave for a period of up to twelve (12) months.

- (g) An Employee who has given notice to begin pregnancy leave or parental leave may change the notice to an earlier date on giving at least two (2) weeks' written notice before the earlier date, or to a later date on giving written notice at least two (2) weeks prior to the date the leave of absence was originally to begin.
- (h) Parental leave and pregnancy leave ends on the day following the end of the permitted leave of absence or on four (4) weeks' notice given by the Employee of the intention to return after pregnancy or parental leave.
- (i) During the first seventeen (17) weeks of pregnancy leave and for the first sixty-one (61) weeks of parental leave, the Employer shall continue to pay its portion of the premiums necessary to maintain those Benefit Plans in which the Employee was enrolled for enrolment unless the Employee elects to withdraw from such Benefit Plans during the pregnancy or parental leave. In the event that an Employee takes pregnancy leave in excess of seventeen (17) weeks and/or parental leave in excess of sixty-three (63) weeks, the Employee's obligation to maintain benefit coverage shall cease after the aggregate of seventy-eight (78) weeks pregnancy and parental leave.

Thereafter, the Employee must make arrangements with the Employer to pay the costs of enrolment in such Benefit Plans in the event the Employee wishes to maintain coverage during the remainder of the pregnancy and/or parental leave. Vacation credits shall cease to accumulate in the event that an Employee's pregnancy and/or parental leave exceeds an aggregate of seventy-eight (78) weeks, however seniority shall continue to accrue.

- (j) Seniority continues to accrue during pregnancy leave or parental leave.
- (k) At the conclusion of parental or pregnancy leave the Employee shall be reinstated to the Employee's former position, if it still exists, or to a comparable position if the Employee's original position no longer exists.
- (l) If an Employee does not return to work following a Pregnancy/Parental Leave, their vacation will be paid out as per the Ontario Employment Standards Act.

Exception:

If an employee stops working because of a complication caused by their pregnancy or because of a birth, stillbirth or miscarriage that occurs earlier than the due date, Article 21.05 (i) b) does not apply and the employee shall, within two (2) weeks after stopping work, give the Employer: (a) written notice of the day the pregnancy leave began or is to begin; and (b) if the Employer requests it, a certificate from a legally qualified medical practitioner stating: i) in the case

of an employee who stops working because of a complication caused by the pregnancy, that they are unable to perform the duties of their position because of the complication and stating their due date, ii) in any other case, the due date and the actual date of the birth, stillbirth or miscarriage.

21.05 (ii) Parental/Adoption Leave

- (a) Pregnancy Leave shall be granted in accordance with the Employment Standards Act, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- (b) The Employee who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

21.06 Leaves of Absence

Upon receipt of reasonable written notice, the County may grant a leave of absence of up to one (1) year without pay, and without loss of seniority or job classification, to no more than one (1) Employee at any one time. Any requests for extension of such leave shall be in writing, and the granting of any such request shall be at the discretion of the County.

Note: Probationary Employees will receive all benefits except sick time and personal leave days. Upon completion of probation, sick time and personal days will be prorated from date of hire for that year.

21.07 Union Leave

Upon request from the Union, the Employer will not unreasonably deny, without pay or loss of seniority, to members for Union functions provided the leave concerned does not exceed fifteen (15) days in any contract year representing a total of the entire bargaining unit. Such request shall be in writing on the agreed upon form (attached to this agreement) and submitted to the Employee's immediate Supervisor at least one (1) week in advance of the absence.

Members requesting such leave will continue to be paid and the Union shall reimburse the Employer all monies owing for all hours during which the member was absent.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

The Employer shall maintain its current practice of direct deposit of the salaries and wages in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with or have access to an itemized statement of his/her wages, overtime, and any other supplementary pay and/or deductions.

22.02 Educational Allowance

The Employer shall pay the cost of an academic or technical course approved by the Employer, subject to the County Policy. If an Employee's application for approval is denied, the Employee shall be given the reason for the denial in writing.

ARTICLE 23 - JOB CLASSIFICATIONS AND RECLASSIFICATIONS

23.01 The Employer agrees to prepare job descriptions for those positions falling within the bargaining unit. The Union shall have access to such job descriptions. Upon request, the Union shall be provided with copies of all such job descriptions.

23.02 Where the Employer has determined that a new classification is required within the Bargaining Unit and the job description has been developed and finalized, the Employer will notify the Union and the Joint Job Evaluation/Pay Equity Committee shall meet within thirty (30) days to evaluate the new classification. Where the Employer has made significant changes in the duties of an existing classification and has established classification. The Employer will notify the Union and the Employer, the Union and the incumbents(s) may request a re-evaluation of the job classification. Should a request be made for re-evaluation the Joint Job Evaluation/Pay Equity Committee shall meet within thirty (30) days to evaluate the job classification. In all cases set out in Article 23.02 the agreed to Job Evaluation/Pay Equity Terms of Reference shall apply.

23.03 In the event that the parties fail to agree on the rate, and the Employer proceeds to establish a rate, the Union may institute a grievance with respect to the rate under Step 2 of the Grievance Procedure, provided that any grievance as to the rate is filed within fifteen (15) working days from the date of notification of the rate to the Union.

23.04 If any grievance hereunder proceeds to arbitration, the Arbitrator established to rule on the grievance shall be restricted to solely determine the appropriateness of the wage rate as applicable to other related rates within the Bargaining Unit.

ARTICLE 24 - JOB SECURITY

- 24.01 The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any Employees covered by this agreement follows.
- 24.02 Employees of the Employer who do not fall within the scope of the bargaining unit shall not perform work on any jobs which are included in the bargaining unit if, as a result, a lay-off of any Employees in the bargaining unit follows.

ARTICLE 25 - HEALTH AND SAFETY

- 25.01 The Employer, the Union and the Employees agree to abide by and follow the provisions of the Occupational Health and Safety Act as it applies to the Social Services Department.
- 25.02 Union/Employer and Safety Committee

A Health and Safety Committee shall be established which is composed of one (1) Union and one (1) Employer representative. The Health and Safety Committee shall hold meetings at least once every three (3) months for jointly considering, monitoring, inspecting, investigating, reviewing, and recommending improvements to health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union.

ARTICLE 26 - TERMINATION

- 26.01 This is a four (4) year Collective Agreement effective October 1, 2023, and expires on September 30, 2027.

Dated at Cobourg this 15 day of July 2025.

FOR THE EMPLOYER

FOR THE UNION

[Handwritten signature]

Tracey Sloan
Tracey Sloan (Jul 15, 2025 14:55 EDT)

[Handwritten signature]

[Handwritten signature]

Bill Smith

Patricio Echeverria
Patricio Echeverria (Jul 15, 2025 15:42 EDT)

Kirsty Brown
Kirsty Brown (Jul 23, 2025 11:07:24 EDT)

[Handwritten signature] TT:/cope491 KG/COPE491

SCHEDULE "A"
WAGES & CLASSIFICATIONS

| <u>LEVEL</u> | <u>JOB TITLE</u> |
|---------------------|--|
| 9 | Eligibility Review Officer Community Services Coordinator Data Analyst Coordinator |
| 8 | Early Years Coordinator |
| 7 | Employment Caseworker Children's Services Caseworker Housing Services Caseworker OW Caseworker Outreach Worker |
| 6 | N/A |
| 5 | N/A |
| 4 | Application Assistant Representative |
| 3 | Customer Service Representative |

2023 Pay Grid Effective October 1, 2023

| 01-Oct-23 | | | |
|------------------|--------------|---------------|---------------|
| | Start | Year 1 | Year 2 |
| 9 | 41.30 | 43.78 | 46.38 |
| 8 | 39.34 | 41.70 | 44.17 |
| 7 | 37.50 | 39.75 | 42.13 |
| 6 | | | |
| 5 | | | |
| 4 | 29.42 | 31.18 | 33.03 |
| 3 | 27.81 | 29.45 | 31.22 |

2024 Pay Grid Effective October 1, 2024

| 01-Oct-24 | | | |
|------------------|--------------|---------------|---------------|
| | Start | Year 1 | Year 2 |
| 9 | 42.75 | 45.31 | 48.00 |
| 8 | 40.72 | 43.16 | 45.72 |
| 7 | 38.81 | 41.14 | 43.60 |
| 6 | | | |
| 5 | | | |
| 4 | 30.45 | 32.27 | 34.19 |
| 3 | 28.78 | 30.48 | 32.31 |

2025 Pay Grid Effective October 1, 2025

| 01-Oct-25 | | | |
|------------------|--------------|---------------|---------------|
| | Start | Year 1 | Year 2 |
| 9 | 44.25 | 46.90 | 49.68 |
| 8 | 42.15 | 44.67 | 47.32 |
| 7 | 40.17 | 42.58 | 45.13 |
| 6 | | | |
| 5 | | | |
| 4 | 31.52 | 33.40 | 35.39 |
| 3 | 29.79 | 31.55 | 33.44 |

2026 Pay Grid Effective October 1, 2026

| 01-Oct-26 | | | |
|------------------|--------------|---------------|---------------|
| | Start | Year 1 | Year 2 |
| 9 | 45.80 | 48.54 | 51.42 |
| 8 | 43.63 | 46.23 | 48.98 |
| 7 | 41.58 | 44.07 | 46.71 |
| 6 | | | |
| 5 | | | |
| 4 | 32.62 | 34.57 | 36.63 |
| 3 | 30.83 | 32.65 | 34.61 |

It is agreed that any Employee required at the request of the County to provide coverage in a higher paid classification for a minimum of 4 hours in any one day, shall receive the higher rate of pay for such hours worked.

LETTER OF UNDERSTANDING #1

between

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND (SOCIAL SERVICES)

("the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3725

("the Union")

SCHEDULE "A"

The parties agree that any changes in Job titles under Schedule "A" shall be discussed at Labour Management meetings. The parties will mutually agree on any proposed job title changes.

Dated at Cobourg this 15 day of July 2025.

FOR THE EMPLOYER

Lee

Ghan Dasa

Bill Smith

Kirsty Brown
Kirsty Brown (Jul 23, 2025 11:07:24 EDT)

FOR THE UNION

Tracey Sloan
Tracey Sloan (Jul 15, 2025 14:55 EDT)

Amber McAdam

Patricio Echeverria
Patricio Echeverria (Jul 15, 2025 15:42 EDT)

Golda Sork

LETTER OF UNDERSTANDING #2

between

THE CORPORATION OF THE COUNTY OF NORTHUMBERLAND (SOCIAL SERVICES)

("the Employer")

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3725

("the Union")

Retiree Benefits

Employees retiring with thirty (30) years of service within The County of Northumberland or any area Municipalities and age sixty (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 ten thousand dollars (\$10,000.). This Letter of Understanding will be effective for the term of the Collective Agreement. All benefits cease at age sixty-five (65).

Employees retiring before age sixty-five (65) and having accumulated thirty (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 one hundred percent (100%) of the cost up to age sixty (60). The County would then assume one hundred percent (100%) of the cost to age sixty-five (65).

Dated at Cobourg this 15 **day of** July **2025.**

FOR THE EMPLOYER

Lee

Glene Doss

Bill Smith

Kirsty Brown

Kirsty Brown (Jul 23, 2025 11:07:24 EDT)

FOR THE UNION

Tracey Sloan

Tracey Sloan (Jul 15, 2025 14:55 EDT)

Amber McAdam

Patricio Echeverria

Patricio Echeverria (Jul 15, 2025 15:42 EDT)

Colin Smith

LETTER OF UNDERSTANDING # 3

Between

Canadian Union of Public Employees and Its Local 3725

-and-

The Corporation of the County of Northumberland (Social Services)

Re: Four (4) Day Work Week Arrangement

Scope of Services and Approach

Both parties enter into this Letter of Understanding (LOU) with a shared commitment to fostering a collaborative and people-centered approach to delivering social services. Together, we aim to enhance the quality of support, improve social outcomes and increase satisfaction among individuals through a team-based model. This mutual agreement reflects our joint effort to delivery comprehensive and accessible social services that benefit out community.

This Letter of Understanding (LOU) outlines the agreement to a four (4) day work week arrangement, totaling 35 hours per week, commencing September 14, 2025, adhering to the provisions below:

Article 12.01 (a), (b) and (c) are null and void during the term of this Letter of Understanding (LOU), except 12.01 (a) and (b) shall apply during the period commencing with the pay period in which Canada Day is observed until the end of the pay period in which Labour Day is observed.

Participation and Schedule:

Each employee must choose one preferred work arrangement: either working standard thirty-five (35) hour week, covering the core business hours of 8:30 AM to 4:30 PM, or participating in the four (4) day work week arrangement.

This choice must be communicated in writing to their Manager/Supervisor by no later than one (1) month following the date of ratification. Requests to amend selected work arrangements must be submitted with the annual vacation request form, due by March 1st of each year, otherwise schedules will remain in effect for the duration of the term of the Collective Agreement.

The employer will make every effort to accommodate staff preferences when determining the four (4) day work week arrangement, taking into consideration individual preferences, seniority by classification within each team and operational needs for each team, as determined by the employer. However, the employer retains the right for final approval based on customer service requirements and operational needs to ensure adequate staffing in the office. This approach

aims to balance employee preferences with the organization's ability to maintain effective customer service and operational efficiency.

Managers/Supervisors will establish clear guidelines that optimize staffing levels, coverage plans, and operational efficiency within each of their respective functional areas to support the overall goals and operations of the department.

Whenever possible, the schedule will be managed within each team to ensure adequate coverage for customer service and operational needs.

Schedule Details:

The four (4) day work week arrangement involves working extended hours daily, with employees working four (4) days each week and having a set day off. The specific day may be either a Monday or Friday. Alternate days, which could be any other day of the week, may also be considered to meet customer service and operational needs on a case-by case basis.

Four (4) Day Work Week Schedule

Off Monday – work Tuesday – Friday 7:45 AM to 5:00 PM with ½ lunch
Off Friday – work Monday – Thursday 7:45 AM to 5:00 PM with ½ lunch.

The four (4) day work week arrangement is a fixed schedule and remains consistent year-round, except during weeks with paid holidays (14.01), and the week that Canada Day is observed through to the week that Labour Day is observed. All employees will revert to the standard thirty-five (35) hour work week, covering the core business hours of 8:30 AM to 4:30 PM, with a one (1) hour lunch schedule.

Employees not participating in the four (4) day work week arrangement will maintain a standard five (5) days, thirty-five (35) hour work week covering the core business hours of 8:30 A.M to 4:30 P.M, with a one (1) hour lunch break.

Schedule Changes, Training and Notices:

The Employer retains the right to adjust an employee's four (4) day work week schedule as necessary to meet customer service and operational demands, including when scheduling mandatory training, or attendance at mandatory work-related events or meetings.

Efforts will be made to avoid scheduling these events on the employee's day off and will factor in customer service and operational needs. However, if attendance on the day off becomes necessary, the amended schedule will be determined by the employer with at least one (1) week advance notice provided to the employee. Compensatory time within the same week or reverting to the standard work schedule will be provided at the discretion of the employer.

Employees are expected to schedule medical or personal appointments outside of work hours whenever possible. If scheduling during work hours is necessary, proper notification and coordination with your Manager/supervisor is required.

Employees are expected to update their StarGarden calendars to reflect any approved leaves or significant change to a schedule.

Eligibility and Exclusions:

All external new hires will work five (5) seven (7) hour days during their probationary period to facilitate orientation by their Manager/Supervisor. Following their probationary period they would be eligible to select their preferred schedule of a four (4) day work week or standard five (5) seven (7) hour days.

Employees under Performance Plans or Stage 3+ of the Attendance Support Program are ineligible for the four (4) day work week arrangement.

Employees on a modified or return-to-work program through the Early & Safe Return to Work provisions of Occupational Health, are also ineligible for the four (4) day work week arrangement until work restrictions are lifted.

Dated at Cobourg this 15 **day of** July **2025.**

FOR THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

Bill Smith

Kirsty Brown
Kirsty Brown (Jul 23, 2025 11:07:24 EDT)

FOR THE UNION

Tracey Sloan
Tracey Sloan (Jul 15, 2025 14:55 EDT)

Ambur McAdam

Patricio Echeverria
Patricio Echeverria (Jul 15, 2025 15:42 EDT)

[Handwritten signature]

LETTER OF UNDERSTANDING # 4

Between

Canadian Union of Public Employees and Its Local 3725

-and-

The Corporation of the County of Northumberland (Social Services)

Re: Telecommute

The Parties agree to meet to discuss options regarding telecommute within sixty (60) days of ratification.

Dated at Cobourg this 15 **day of** July **2025.**

FOR THE EMPLOYER

[Handwritten signature]

[Handwritten signature]

Bill Smith

Kirsty Brown
Kirsty Brown (Jul 23, 2025 11:07:24 EDT)

FOR THE UNION

Tracey Sloan
Tracey Sloan (Jul 15, 2025 14:55 EDT)

Amber McAdam

Patricio Echeverria
Patricio Echeverria (Jul 15, 2025 15:42 EDT)

[Handwritten signature]

CUPE LOCAL 3725

REQUEST FOR UNION LEAVE

Name of Employee: _____

Date(s) of Requested Leave: _____

FROM: _____ TO: _____

County Pays Lost Time and Bills Union: _____ Hours

Employee Signature: _____ Date: _____

President Approval: _____ Date: _____

Director/Manager Approval: _____ Date: _____

“Solidarity in Numbers”