Recommendation

1. That Report HRR-CW-04-18 regarding the CUPE Local 1530 Memorandum of Settlement be received, and the Collective Agreement between the County of Grey and CUPE Local 1530 Transportation Services be ratified.

Executive Summary

The Collective Agreement between the County of Grey and CUPE Local 1530, representing Transportation Services staff, expired on May 31, 2018.

In summer 2018, negotiations were entered into with the CUPE Local 1530 bargaining team and County staff in order to exchange proposals for the renewal of their agreement. The first day of negotiations began on June 25, 2018 and concluded with a conciliation meeting and tentative agreement being signed on November 5, 2018.

The offer to settle includes a 1.61% wage increase on June 1, 2018, 1.61% wage increase on June 1, 2019, and a 1.61% wage increase on June 1, 2020.

Background and Discussion

It is recognized that an effective and equal partnership between the County of Grey and its labour unions is essential in achieving Grey County’s vision to become a high performance municipal government. An integral part of this effort is the involvement of County Council in preparing for and setting a total compensation mandate for collective agreement negotiations, in order to remain competitive in the delivery of effective and efficient services.
In order to achieve the above, management is authorized by County Council to negotiate changes to existing contract language in collective bargaining agreements and/or negotiate new provisions in collective bargaining agreements that support this effort, closely tied to Council’s mandate. Such negotiations may include, but will not be limited to, the redesign of existing pay grades, employee benefits and working conditions.

As the majority of County employees’ are governed by some form of Interest Arbitration legislation, and are able to apply for arbitration at any time during collective agreement negotiations, it is prudent for the County to research and develop compensation strategies that are seen as fact based, accountable, affordable and responsible.

Accordingly, in 2015 Council approved a COLA formula as outlined in report HRR-CS-11-15, aimed at providing management with additional formality and structure in the calculation of wage increases, which has been used in the development of the 2018 budget for the purpose of anticipating unionized wage increases. This formula arrived at a COLA increase of 1.63% for unionized wage settlements for 2016, 2017 and 2018. This percentage was later reduced to 1.61% by Council in 2016.

As always, this COLA percentage increase will be subject to the ability to pay, the County’s ability to negotiate this compensation increase with the unions, and, if necessary, defend this compensation mandate at arbitration.

During this set of negotiations language in the agreement aimed at improving shift start times and on call rotation for certain classifications was introduced to further clarify employer/union understanding and responsibilities relating to these areas. However, there was no agreement on the financial aspects of the agreement and CUPE subsequently made application to the Ministry of Labour (MOL) for a Conciliator to be scheduled in order to assist both groups working towards an agreement.

A Conciliation Officer was assigned and meetings were held on September 27, 2018 and November 5, 2018. The Conciliator successfully assisted in bringing the two sides together on the monetary items remaining and a tentative agreement was reached for the terms of the new Collective Agreement, with duration of three (3) years from June 1, 2018 to May 31, 2021.

Legal and Legislated Requirements

Labour Relations Act 1995

Financial and Resource Implications

The tentative agreement reached provides for an increase in wages of 1.61%, enhanced overtime and on call provisions, as well as small increase to the meal allowance. These changes are retroactive to June 1, 2018 and the 2018 costs associated with these improvements are approximately $32,720. With the exception of approximately $1,300, the increases have been accounted for in the 2018 budget.

The wage increase is aligned with both freely negotiated settlements, as well as arbitrated awards for unionized employees within the past twelve (12) months. These outcomes align with labour relations
plans to create and maintain open and honest communications with all employee groups, while maintaining budget parameters in an effort to control costs.

Relevant Consultation

- X Internal (CAO, Director of Corporate Services)
- X External (Ministry of Labour)

Appendices and Attachments

*Memorandum of Settlement (CUPE – Transportation Services)*

- Memorandum of Settlement - signed November 5, 2018
- Agreed to Items – signed September 27, 2018
- Agreed to Items – signed July 18, 2018
Memorandum of Settlement

For all outstanding matters regarding the

Renewal and Amendment of the Collective Agreement

Between:

County of Grey Roads (the Employer)

And

Canadian Union of Public Employees and its Local 1530 (the Union)

1. The parties agree, subject to ratification by both parties, to the terms and conditions of
the Collective Agreement as amended by the following agreed to items.

2. Schedule "A" to be amended to reflect increased wages of:

   Effective June 1, 2018  1.61%
   Effective June 1, 2019  1.61%
   Effective June 1, 2020  1.61%

3. The renewal of the collective agreement shall be effective on the date of ratification by
both parties and shall expire on the 31st day of May, 2021.

4. Except as provided otherwise in the terms of the Memorandum of Settlement, any
adjustment to wage rates shall be paid for all hours worked retroactive to June 1, 2018.

5. Except as provided otherwise in the attached APPENDIX A and the terms of the
Memorandum of Settlement, any changes to benefits shall be effective the first day of the
month following the month in which ratification by both parties occurs.
6. Except as provided otherwise in the attached APPENDIX A and the terms of the Memorandum of Settlement, all other changes to the most recently expired Collective Agreement shall be effective on the date of ratification by both parties.

7. The renewal Collective Agreement shall be in the form of the most recently expired Collective Agreement, as amended by the attached. It is understood that some editing and renumbering may be necessary and the parties shall appoint an editing committee for that purpose.

8. The undersigned unanimously agree to recommend these terms of settlement attached as Appendix A to their respective principals and, in the case of signatories for the Union, to the bargaining unit employees.

9. All other issues in dispute are hereby withdrawn.

Dated at Owen Sound Ontario This 6th day of November 2018.

SIGNED ON BEHALF OF THE COUNTY OF GREY

[Signatures]

SIGNED ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1530

[Signatures]

APPENDIX A

* Agreed To Items of July 18, 2018
* Agreed TO Items of September 22, 2018
* Offer to Settle November 5, 2018
Memorandum of Agreement

Between:

County of Grey Roads (the Employer)

And

Canadian Union of Public Employees and its Local 1530 (the Union)

Whereas the Employer requested a no board on October 17, 2018; and
Whereas the Ministry of Labour set the strike deadline to be on November 8 at 12:01; and
Whereas the Parties met in mediation to resolve outstanding items on November 5, 2018; and
Whereas the Parties resolved all outstanding items and drafted this Memorandum of Settlement; and
Whereas the Union and the Employer are not able to achieve ratification prior to the November 8, 2018 strike deadline;

Therefore, the Parties agree that:

1. The Employer will not lock out its employees on November 8, 2018.
2. The Union will not strike on November 8, 2018.
3. The terms and conditions of the Collective Agreement expiring on May 31, 2018 shall continue.
4. In the event that either the Employer or the Union does not ratify this Memorandum of Settlement, a revised strike deadline shall be decided.
5. In the event that both the Employer and the Union ratifies this Memorandum of Settlement, it shall include all the conditions of the Collective Agreement expiring on May 31, 2018 along with the agreed-to items and the agreement reached in the Memorandum of Settlement dated November 5, 2018.

Dated at Owen Sound Ontario This 6th day of November 2018.

SIGNED ON BEHALF OF THE COUNTY OF GREY

[Signature]

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1530

[Signature]
Letter of Understanding

Between

Grey County – Transportation Services (the Employer)

And

CUPE Local 1530 (the Union)

Part-Time Shifts

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

Part Time Shift 1
3:30pm to 12:00am (midnight) Thursday and Friday
1:00pm to 9:30pm Saturday

Part Time Shift 2
1:00pm to 9:30pm Sunday
3:30pm to 12:00am (midnight) Monday and Tuesday

AGREED and DATED in Owen Sound this 5th day of November, 2018

For the UNION

Scott Millem

Dave Chalm

For the EMPLOYER

J. J. Elder

W. W. W."
Memorandum of Settlement

The County of Grey and the Canadian Union of Public Employees (CUPE)

This settlement offer also includes the previously Agreed to Items signed on July 18, 2018 and September 27, 2018.

New Article

Effective date of ratification of this agreement, the Employer will not transfer or contract out work of the bargaining unit if doing so would be to reduce the regular hours of a regular employee, or would result in the layoff of a regular employee.

Article 13 – Job Posting

13.07 The following positions shall be posted as set out in 13.01:

a) Employees to supervise construction projects, spot improvement projects, base repair projects, bridge crew projects...

b) Employees to be Grade Persons on Construction Projects.....

c) Employees to replace Area Foremen or Lead Hands during their absence (holidays, time off, etc.)......

d) Inspectors for the following contracts......

i) Asphalt Resurfacing

ii) Surface Treating

iii) Crackfilling Rout and Seal

iv) Seeding and Mulching

v) Centre Line Marking and Painting

vi) Stockpiling of Winter-Sand in the Sand Domes

iii) Granular Seal

e) Bridge crew, tree cutting crew, bridge washing crew....

e) Employees to be Operators and Winter Road Patrollers (Dispatch, Plow, Salt, and Sand) week day nights, weekend days, and nights.......shall be assigned in accordance with the provisions of 13.06 above.

Further, seasonal employees may only be considered if no qualified regular employee applies.
Article 14 – Hours of Work and Overtime

14.01 Summer Months

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

a) Subject to 14.01 b), the regular hours of work shall be 7:00 a.m. to 5:30 p.m. with one-half hour lunch, Monday to Thursday. The construction employees' regular hours of work will be as determined by the employer with a guaranteed ½ hour lunch.

b) Each regular employee shall be guaranteed wages for forty (40) hours per week providing the employee is available for work each working day;

c) Overtime at the rate of time and one-half (1 1/2) an employees' regular rate will be paid for assigned work performed between 6:00 p.m. and 6:00 a.m. or on a Friday or on a Saturday or a Sunday and also for all work in excess of forty-four (44) forty-three (43) hours per week.

d) When overtime shifts become available in a patrol, those shifts will be offered in order of seniority.

e) Employees who are required to work their full shift commencing later than 2:00 p.m. shall receive premium equal to ten percent (10%) of their regular hour rate during those hours.

f) Employees who have a permanent Lead Hand position are required to be on a weekly on-call schedule, to be compensated at $30.00 per day.

14.02 Winter Months

During the winter months, starting on or about the last Monday in October, employees will be required to work in accordance with a pre-determined work schedule drawn up by the Employer which will ensure that regular employees will be excused from call-in at least two (2) weekends in every five (5). Wage rates for winter positions will commence with the implementation of the winter schedule. Furthermore, during this period:

a) .......... The Patrol Person and Mechanic will be paid the sum of Thirty Dollars ($30.00) per day for wearing a Pager Unit being on call. (Saturday and Sunday)

c) Overtime at the rate of time and one-half (1 1/2) an employees' regular rate will be paid for assigned work performed for all work in excess of forty-four (44) forty-three (43) hours per week. Regular employees who have a regular schedule from Monday to Friday who are called in on a on a Friday or on a Saturday or Sunday, shall be compensated at time and one-half (1 1/2).
14.06 Hours worked in excess of forty (40) in a week, but less than forty-three (43) hours in a week, may be banked at the rate of one hour for each hour worked and hours worked in excess of forty-five hours in a week or on a Saturday or Sunday may be banked at the rate of one and one-half (1 ½) hours for each hour worked, which time will be taken off at a later date with pay in lieu of being paid for time worked over forty hours in a week or overtime premium as applicable.

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

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

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

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

Article 17 – Leaves of Absence

17.05 Bereavement

Employees will be allowed a leave of absence with full pay up to a limit of five (5) working days for the purpose of arranging and attending the funeral of employee’s spouse, common-law spouse, child, step child, parents, parents-in-law or siblings.

Employees will be allowed a leave of absence with full pay up to a limit of three (3) working days for the purpose of arranging and attending the funeral of a person in his immediate family, immediate family shall mean spouse, or common-law spouse (as defined by the Family Reform Act), parents, parents-in-law, brother and sister (and in-laws), children, grandparents and grandchildren. One working day will be allowed to attend the funeral of aunts and uncles.

Article 19 – Wages and Allowance

19.04 a) If an employee is transferred to a higher rated job for four-(4) three (3) hours in a day, he shall be paid at the higher rate for the time worked in the higher rated job.

19.07 a) A meal allowance of $9.00 $11.00 will be paid to an employee during the summer months who is required to work more than three (3) hours beyond his normal quitting time.
b) A meal allowance of $8.00 - $11.00 will be paid to an employee during the winter months who is required to work more than ten (10) hours per day continuously with a break for lunch.

19.07 d) The Patrol Person Lead Hand and Mechanic will be paid the sum of $20.00 - $30.00 per day when required to be on call. (Saturday and Sunday)

Amendment to Article 19 to capture Letter of Understanding

When assigned to an Operator One position/duties the incumbent shall be paid at the rate of pay of the Operator One for the Whole day.

Article 27 – Temporary Supervisor

27.02 In the event that the Lead Hand is required to replace an Area Foreman for a period of greater than twenty (20) fifteen (15) consecutive working days, the Lead Hand shall receive the lowest Area Foreman rate of pay for such time worked.

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

New Letter of Understanding

During the term of this collective agreement and within three months of ratification, the parties will meet and complete a job analysis of the positions within this bargaining unit.

Schedule “A” – Wages

Effective June 1, 2018 1.61%
Effective June 1, 2019 1.61%
Effective June 1, 2020 1.61%

AGREED and DATED in Owen Sound this day of , 2018

For the UNION

For the EMPLOYER

Memorandum of Settlement – CUPE 4 November 5, 2018
AGREED TO ITEMS

The County of Grey and the Canadian Union of Public Employees (CUPE)

Article 2 – Definitions

2.01  g) Summer Student – The term applies to an employee that is hired through the summer season and enrolled for a return to school year.  *New

        h) Summer Season – The term applies to the period from the second Monday in April to the last Sunday in October each year.  *New

        i) Winter Season – The term applies to the period from the last Monday in October to the second Sunday in April each year.  *New

Article 13 – Job Posting

13.04 Any employee in a lower occupational classification may apply in writing to the Transportation and Transportation Services Department Director for such posted job within the limit of time specified in Clause 13.01 above. Such application shall be made in duplicate and one (1) copy thereof shall be signed by the General Foreman and returned to the employee.  *Housekeeping

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

a) the seniority ranking of the employee affected;

b) i) the skill, ability, and performance of the individual to fulfill the normal requirements of the job;

        ii) where skill, ability and performance record are relatively equal among two or more applicants, seniority will govern. A regular employee will be considered senior to a seasonal employee.

If the employee proves unsatisfactory in the position during the trial period of 320 total hours, or if the employee so requests during the trial period, he shall be returned to his former position without loss of seniority, previous wage or salary rate and any other employee who, in the meantime, had been transferred in consequence of the transfer of the original successful applicant, shall likewise be returned to his previous position without loss of seniority, previous wage or salary rate.  *last paragraph of 13.06 –missed in previous version
13.10 Currently Article 35 – Bargaining Unit Members Replacing Supervisors

Move to Article 13 to better match the content

The Parties recognize it is within the rights of the Corporation to assign bargaining unit members to supervise construction, the brushing crew (from Article 37), or to replace an Area Foreman or Lead Hand as per Article 19.05. An employee assigned to supervise, construction or the designated summer brushing crew, as determined by the awarded postings, shall receive the Lead Hand Wage rate (from Article 37). Furthermore, Article 27:01; An employee who is assigned as a temporary non-union supervisor may not be required to be recognized as an Officer of the Union under the terms of this Agreement, for the duration of such temporary assignment.

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

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

*Housekeeping

Article 14 - Hours of Work and Overtime

14.01 Summer Months

e) Employees who are required to work their full shift commencing later than 2:00 p.m. shall receive premium equal to ten percent (10%) of their regular hourly rate during those hours. (Moved from Clause 14.05)

*Housekeeping

14.02 Winter Months

A working one man patrol may be established in each area to carry out road inspection as well as spot plowing and spreading during the following periods, if required. This man will be responsible to call out and supervise all additional plow and sand equipment as well as the regular and temporary staff to operate equipment. The hours of responsibility for Weekend Patrol/Weekday Operator will be as follows:

Weekend Night Patrol (Early Morning)/Weekday Operator - 8 Hour Shifts
12:00 am (Midnight Friday) to 8:30 am (Saturday)
12:00 am (Midnight Saturday) to 8:30 am (Sunday)
3:30 pm to 12:00am (midnight) Monday, Tuesday and Wednesday
Weekend Day Patrol/Weekday Operator - 8 Hour Shifts
8:00 am Saturday to 4:30 pm Saturday
8:00 am Sunday to 4:30 pm Sunday
3:30 pm to 12:00 am (midnight) Monday, Tuesday and Wednesday

Weekend Afternoon Patrol/Weekday Operator - 8 Hour Shifts
3:30 pm Saturday to midnight Saturday or 12:00 am Sunday
3:30 pm Sunday to midnight Sunday or 12:00 am Monday
3:30 pm to 12:00 am (midnight) Wednesday, Thursday and Friday

Afternoon Weekday Shift - (Move these shifts under each of the Weekend Patrol/Weekday Operator shifts above, with more detail)

Additional 8-hour shifts Monday to Friday. The Employer will set the schedule prior to commencement of the winter period for the following:

Weekend Night Patrol (Early Morning) - Three 8-Hour Shifts (40 hours) (i.e. Two 8 hour patrols on the weekend, plus 3 additional operating shifts)

Weekend Day Patrol - Two 8-Hour Shifts (32 hours) (i.e. Two 8-hour patrols on the weekend, plus 3 additional operating shifts)

Weekend Afternoon - Three 8-Hour Shifts (40 hours) (i.e. Two 8-hour patrols on the weekend, plus 3 additional operating shifts)

One employee will work Saturday, Sunday (Early Morning shift) and Monday, Tuesday Afternoon shift (total 32 hours). (Remove as this is old language.)

One employee will work Thursday, Friday, Saturday, Sunday, all Afternoon shift (total 32 hours). These will be full-time jobs commencing fall of 2008, and will revert to 40 hours per week during the summer work season. (Remove as this is old language.)

Wednesday 8-hour shift will be worked by seasonal employee as follows:
Wednesday, Saturday, Sunday (total 24 hours). Remove as this is old language.

*Housekeeping/Revise

g) Employees who are required to work their full shift commencing later than 4:00 p.m., or prior to 7:00 a.m., shall receive premium equal to ten percent (10%) of their regular hourly rate during those hours. (Moved from Clause 14.05)

*Housekeeping

h) Employees assigned to winter road patrol duties shall be compensated at the rate identified in Schedule A. (Moved from Clause 14.07)

*Housekeeping
14.03 General

a) For the purposes of computing overtime under Clause 14.01 (c) and 14.02 (c) above, time worked on a Saturday or on a Sunday will not count for the purposes of computing weekly overtime.

b) An employee who is called to work outside normal hours, after normal stopping time or after he has left work for the day will be paid a minimum of three (3) hours at his regular hourly rate.

c) Employees who are required to work their full shift commencing later than 2:00 pm (summer season) and 4:00 p.m. (winter season) or prior to 7:00 a.m. (winter season), shall receive premium equal to ten percent (10%) of their regular hourly rate during those hours. (Move Summer portion to 14.01 e), and Winter portion to 14.02 g).

14.06 c) Two (2) rest periods of ten (10) minutes duration will be recognized during regular working hours, one in the a.m. and one in the p.m.

14.07 Employees assigned to winter road patrol duties shall be compensated at the rate identified in Schedule A (Move to 14.02 h) under Winter section)

*Housekeeping

Article 15 – Paid Holidays

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

*New

Article 16 - Vacation Plan - Seasonal Exempt

16.01 The Corporation recognizes the need for rest and recreation on the part of its employees and has therefore provided the Vacation Plan outlined in the following paragraphs. Vacations are allowed as a period of change and rest for the good of the employee and the Corporation alike. Therefore, continuous service without vacation but with extra compensation is not regarded as good policy, and no employee may make such election. Vacations will be scheduled and taken in the current contract year. However, in exceptional circumstances, an employee may make application to the Corporation to carry over a maximum of 25% of the annual vacation into the succeeding year. The request must be made by April 1st with justification why the vacation could not be taken. Such application shall not
be unreasonably denied. In exceptional circumstances, an employee may make application to the Corporation to carry over more than 25% of the annual vacation, to be used within the succeeding year. Approval from the Director of Transportation Services is required.

*Revised

**Article 19 – Wages and Allowances**

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

b) If an employee is required to supply his own transportation in regard to (a), he shall be paid at the mileage rate as per the Non Union Mileage Rate Formula, currently at .48 cents per kilometre, and any further increase as per Council and Non Union rate will be automatically adjusted for CUPE.

*Housekeeping

**Article 20 – General**

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

*Revise

20.03 The Corporation agrees to provide First Aid Kits in all County vehicles operated by members of the bargaining unit. *(This is a corporate Health & Safety policy)*

*Housekeeping

**Article 29 – Seasonal Employees**

29.02 **Seasonal Employees’ Seniority List**

A separate seniority list will be kept for all seasonal employees. The seniority shall accumulate from year to year and is based on length of service from date of hire and those currently on the seniority list prior to June 1, 2006 will be grandfathered at current seniority status as of June 2, 2006. Seniority for a new seasonal employee will not commence until after the second (2nd) season of employment, after a minimum of four hundred and eighty (480) hours worked in summer season and four hundred and eighty (480) hours worked in winter season, but will include the previous year’s entitlement.

Seasonal employees, who have completed their probationary period and attained seniority, will be called back the following year in order of seniority based on their capability of performing the job at time of employment. Seasonal employees on
recall from layoff shall not be required to serve a further probationary period. Such employee will be advised in writing of the anticipated duration of this period of employment.

The seasonal employee seniority list shall be updated and be sent to the President and Recording Secretary and posted on bulletin boards on June 15th and December 15th June 1st and December 1st of each year. (Revise to match Full Time Seniority List timing)

29.08 Seasonal Employees Vacation Time Off in Lieu of Overtime

29.11 Sick Leave

Paid sick leave shall be credited at one (1) day per month. A Doctor’s certificate will be supplied by the employee in cases of absence in excess of three (3) days. The Corporation will pay for medical information only when it is requested by the County of Grey or when required by the Corporation to maintain a Class “A” Driver’s License, but not when requested by Cooperators the Insurance Provider, WSIB, or for other reasons.

Article 35 – Bargaining Unit Members Replacing Supervisors

35.01 The Parties recognize it is within the rights of the Corporation to assign bargaining unit members to supervise construction or to replace an Area Foreman or Lead Hand as per Article 19.06. Furthermore, Article 27.01: An employee who is assigned as a temporary non-union supervisor may not be required to be recognized as an Officer of the Union under the terms of this Agreement, for the duration of such temporary assignment.

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

No member of the Union will be assigned to a position outside of the bargaining unit without his/her consent (Move to Clause 13.10)

Article 36 – D-Z Licensing of Employees

36.01 If, as a condition of employment they are required to drive, all employees will obtain their D-Z License within three (3) months of their date of hire. At the sole discretion of Department Head this time period may be extended. If this license is not obtained, their employment will be terminated. Move to Article 38.02
Article 37 – Lead Hand Recognition for Brushing Crew Supervisor

37.01 The Parties recognize it is within the rights of the Corporation to assign bargaining unit members to supervise brushing or to replace an Area Foreman or Lead Hand as per Article 19.05. An employee assigned to supervise the designated summer brushing crew, as determined by the awarded postings, shall receive the Lead Hand Wage rate. Furthermore, Article 27.01 may temporarily remove a recognized Officer of the Union from the bargaining unit while in the assigned position.

The Parties hereby agree, the Labour Management Committee is an appropriate avenue to discuss concerns dealing with members of CUPE Local 1530 replacing construction supervisors, Lead Hands, or Area Foreman of the Corporation. (Moved to Article 13.10)

*Housekeeping

Article 38 – Conditions of Employment

6.01 38.02 D-Z Licensing of Employees

If, as a condition of employment they are required to drive, all employees will obtain their D-Z License within three (3) months of their date of hire. At the sole discretion of Department Head this time period may be extended. If this license is not obtained, their employment will be terminated. (Move Clause 36.01 here)

*Housekeeping

New Letter of Understanding

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

AGREED and DATED in Owen Sound this day of Sept. 2018

For the UNION

Scott McEwen

For the EMPLOYER

[Signature]

[Signature]

[Signature]
AGREED TO ITEMS

The County of Grey and the Canadian Union of Public Employees (CUPE)

NEW ARTICLE – Layoff, Bumping and Recall *previously LC0

1) Where an employee has been advised that his position is being eliminated or will have a permanent reduction in hours, the employee may choose to bump another bargaining unit member who has lesser seniority as long as the employee has the required qualifications to perform the job.

2) The employee must notify the employer in writing of their intention to exercise their bumping rights within seven (7) calendar days of receiving their notification of the reduction of hours or position.

3) Subsequent bumping occurring under the original reduction of hours or positions, will follow the process established under items 1 and 2.

*Determine where to place this article
   Employer: under Article 13
   Union: closer to beginning

Article 4 – Recognition

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

Article 5 – Relationship

5.04 (previously Article 7.03) *Housekeeping

The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Permission shall not be unreasonably withheld for such representative to have access to the Employer’s premises in order to investigate and assist in the settlement of a grievance.
Article 6 - Check-Off Union Dues
*Title change only

Article 7 – Negotiating Committee
*Moved to New Article 5.04 (above)

7.03 The Union shall have the right at any time to have the assistance of a representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Permission shall not be unreasonably withheld for such representative to have access to the Employer’s premises in order to investigate and assist in the settlement of a grievance.

Article 9 – Grievance Procedure

9.03 Step 1

The Union shall present the grievance in writing to the Transportation and Public Safety Services Director, within three (3) five (5) working days of the presentation of the grievance.

9.03 Step 2

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

Step 3

The County’s Committee, including CAO, responsible for Labour Relations will meet with representatives of the Union and make a decision within fourteen (14) working days of the date of a request for such a meeting, or within a time mutually agreed
upon. If the parties at this Step are unable to reach a satisfactory settlement and if
the grievance is one which concerns the interpretation or alleged violation of this
Agreement, then the matter may be taken to arbitration as provided in Article 10 at
any time within fourteen (14) working days thereafter but not later.

9.04 In the processing of a grievance at Step 2 of the grievance procedure, the Union
representative may request the assistance of a representative of C.U.P.E. All
replies to grievances shall be in writing.

Article 11 – Discharge Discipline

11.02 A claim by an employee who has completed his probationary period that he has
discharged without just cause shall be treated as a grievance if a written statement
of such grievance is lodged with the Transportation and Public Safety Services
Department Director or his delegate within three (3) five (5) working days after the
employee is discharged and the First Stage of the Grievance Procedure will be
omitted in any such case.

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

Article 12 – Seniority

12.04 An employee who is affected by a work shortage will be entitled to claim the job of
another employee, subject to the following conditions:

a) that such other job is held by an employee with less seniority on the seniority
list;

b) that such other job is within the same or a lower occupational classification; and,

c) that the employee claiming such other job shall have the skill, ability, and
suitability as defined in Article 42-08 13.06 to perform it without any training
period.

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

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

*Housekeeping

4 Move to Article 14.02

HRR-CW-04-18
November 8, 2018
12.09 12.08 In the case of a lay-off which is expected to be of less than thirteen (13) weeks duration, the Employer shall notify employees who are to be laid off five (5) working days before such lay-off is to be effective. If the employee has not had the opportunity to work five (5) full days after notice of lay-off, he shall be paid in lieu of work for that part of five (5) days during which work was not made available.  

12.10 12.09 The employer may transfer employees who have been absent from work on Long Term Disability for twenty-four (24) consecutive months to inactive status in order to replace the position on an interim basis.  

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

12.10 12.10 For all employees with less than full-time status, seniority will be based on all hours worked.  

Article 13 - Job Posting Vacancies  

13.05 The Employer shall within ten (10) working days after notice of vacancy has been posted for five (5) ten (10) working days, post on the same bulletin boards for at least two (2) working days the name and length of service of the successful applicant for such job. If there is no applicant or no successful applicant for such job, the Employer shall post such fact on the bulletin boards and the Employer will then be free to assign an employee to fill the vacancy. When a position vacancy occurs during the winter months at a patrol, the position will be filled temporarily within that patrol until April 15th, upon which time if the position is to be filled it will be posted according to the Collective Agreement.  

Article 14 - Hours of Work and Overtime  

14.02 WINTER MONTHS  

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

Move to 14.02 (previously in Article 12.08)
Article 17 – Leave of Absence
17.02 Leave of absence without pay and without loss of seniority will be granted employees to attend functions of the Union, such as conventions, conferences, seminars, schools, and workshops, provided that such leave does not exceed a total of fifteen (15) working man-days per year and provided the Department Head shall make the final decision as to whether an employee can be reasonably spared from his duties for this purpose. Such permission shall not be unreasonably withheld. The union shall reimburse employer for receipt of such time 100% of payroll costs.

Article 18 – Employee Benefits
18.02 Sick Leave - Seasonal Exempt

The Corporation will grant paid sick leave up to twelve (12) days one hundred twenty (120) hours per year per employee but not more than five (5) worth of these days shall be granted at any one time. A Doctor’s certificate will be supplied by the employee in cases of absence in excess of three (3) days. The Corporation will pay for medical information only when it is requested by the County of Grey, but not when requested by Co-operative the Insurance Provider, WSIB, or for other reasons.

Article 34 – Temporary Upgrade Assignments
34.01 Pursuant to the intent of Article 13:06, temporary upgrade assignments shall be based on the skill, ability and performance of individuals to fulfill the normal requirements of the job within the affected patrol.

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

AGREED and DATED in Owen Sound this 16th day of July, 2018

For the Union

[Signature]

[Name]

For the Employer

[Signature]

[Name]