



**COLLECTIVE AGREEMENT**

**between**

**THE COUNTY OF NORTHUMBERLAND  
GOLDEN PLOUGH LODGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Expiry date: December 31, 2024**

**TABLE OF CONTENTS**

**ARTICLE 1 - RECOGNITION** .....3  
**ARTICLE 2 - RELATIONSHIP** .....4  
**ARTICLE 3 - EMPLOYER RIGHTS**.....6  
**ARTICLE 4 - GRIEVANCE COMMITTEE**.....6  
**ARTICLE 5 - GRIEVANCE PROCEDURE**.....7  
**ARTICLE 6 - ARBITRATION** .....8  
**ARTICLE 7 - EMPLOYER GRIEVANCES AND UNION GRIEVANCES**.....9  
**ARTICLE 8 - DISCHARGE CASES**.....9  
**ARTICLE 9 - NO STRIKES, NO LOCK-OUTS** .....10  
**ARTICLE 10 - WAGES**.....10  
**ARTICLE 11 - HOURS WORKED AND OVERTIME** .....11  
**ARTICLE 12 – VACATION**.....17  
**ARTICLE 13 - HOLIDAYS**.....20  
**ARTICLE 14 - SENIORITY**.....21  
**ARTICLE 15 - JOB POSTING** .....23  
**ARTICLE 16 - LAYOFF AND RECALL** .....26  
**ARTICLE 17 - LEAVES OF ABSENCE** .....28  
**ARTICLE 18 - SICK LEAVE** .....32  
**ARTICLE 19 - HEALTH BENEFITS**.....33  
**ARTICLE 20 - GENERAL** .....35  
**ARTICLE 21 - JOB SECURITY**.....39  
**ARTICLE 22 - TERM OF AGREEMENT** .....40  
**ARTICLE 23 – RETROACTIVITY**.....40  
**SCHEDULE A: WAGES & CLASSIFICATIONS** .....41  
**LETTER OF INTENT**.....43  
 Re: Part-time PSW Positions in Nursing .....43  
**LETTER OF INTENT**.....44  
 Re: Use of Volunteers in Life Enrichment .....44  
**LETTER OF INTENT**.....45  
 Re: Workload Review Form .....45  
**LETTER OF INTENT**.....47  
 Re: Return to Work Program .....47  
**LETTER OF INTENT**.....48  
 Re: Call-In Procedures for all departments .....48  
**APPENDIX B - Scenarios** .....52  
**LETTER OF INTENT**.....53  
 Re: Normal Daily Hours of 7.5 Hours .....53  
**LETTER OF UNDERSTANDING**.....54  
 Re: Retirees’ Benefits .....54  
**LETTER OF UNDERSTANDING**.....55  
 Re: Food Service Worker Training Course .....55  
**LETTER OF UNDERSTANDING** .....56  
 Re: On Call, Environmental Support Person.....56  
**LETTER OF UNDERSTANDING** .....58  
 Re: Safety Footwear.....58  
**LETTER OF UNDERSTANDING** .....59  
 Re: “F” Class Licence .....59  
**LETTER OF UNDERSTANDING** .....61  
 Re: Golden Plough Lodge New Build .....61

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

**NOW THEREFORE** the parties hereto hereby agree as follows.

## **ARTICLE 1 - RECOGNITION**

**1.01** The Employer recognizes the Canadian Union of Public Employees and its Local 1748 as the sole and exclusive collective bargaining agent for all its Employees of Northumberland County at its Golden Plough Lodge at Cobourg, Ontario, save and except Supervisors, persons above the rank of Supervisor, Administrator, Secretary to the Administrator, Personnel and Payroll Clerk, Secretary to Director of Nursing (Ward Clerk), professional and medical staff, graduate and undergraduate nurses, volunteers, co-op students and students employed during the school vacation period.

**1.02** As used in this Agreement, the term "Part-Time Employee" shall mean an Employee regularly scheduled for not more than forty-eight (48) hours biweekly.

**1.03** As used in this Agreement, the term "Full-Time Employee" shall mean an Employee regularly scheduled for more than forty-eight (48) hours bi-weekly.

### **1) Volunteers**

The County agrees that volunteers will not take away work currently performed by bargaining unit members.

### **2) Students**

"School vacation periods" will refer to the summer, Christmas, and March breaks as they may be designated by the teaching institutions from time to time.

### **3) Subsidized Workers/Co-op Students**

The parties agree the Employer may continue to utilize workers whose placement at the Plough is being subsidized by an educational organization.

### **4) Ontario Works/Government Programs Persons**

The Employer may only use such persons for positions that no member of the bargaining unit has been in for at least two (2) years. Furthermore, such positions shall not last more than ten (10) months for any individual.

Non-bargaining unit Employees shall not perform bargaining unit work to the extent that it causes the layoff of a bargaining unit Employee, unless mutually agreed upon in writing.

### **5) Temporary Employees**

Employees may be hired for a temporary position to replace a regular Employee

who is absent due to sickness, accident, vacation, or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the Parties to this Agreement. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

- 6) As used in this Agreement, the term "Casual Employees" are those employed on an on-call basis only. Except as otherwise provided, the casual Employee shall have all rights as a part-time Employee.

## **ARTICLE 2 - RELATIONSHIP**

### **2.01 Union Membership**

The parties hereto mutually agree that any Employee of the Employer covered by this Agreement may become a member of the Union if they wish to do so and may refrain from becoming a member of the Union if they so desire.

### **2.02 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of Employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

### **2.03 No Discrimination**

The parties agree there shall be no discrimination within the meaning of the Ontario Human Rights Code. The parties agree there shall be no personal harassment exercised by either of them or their representatives. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint, or coercion exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in a Union, or because of their activity or lack of activity in the Union.

### **2.04 Meetings during Working Hours**

It is agreed that the Union and the 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 Administrator or designate which permission shall not be unreasonably denied.

### **2.05 Check-off of Union Dues**

The Employer agrees to deduct from the pay of all Employees whatever sum is authorized by the Union for regular union dues. Such amount shall be a percentage of Employee's pay deducted each pay period and shall be remitted not later than the 15<sup>th</sup> 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.

## **2.06 Negotiating Committee**

It is agreed that a negotiating committee composed of not more than three (3) Employees plus the President of the Local shall be paid at their regular hourly rate for time lost from work for the purpose of attending negotiating meetings up to and including Arbitration with the Employer. Such payment shall be limited to the length of the meeting and shall not exceed the amount the Employee would normally have earned for such regular working day. It is further agreed that the Employer's negotiating committee shall be composed of at least the Administrator or designate of the Golden Plough Lodge, the Chief Administrative Officer or designate of the County, and a spokesperson for the County.

## **2.07 Leave of Absence for Union Functions**

### **a) Leave of Absence Without Pay and Without Loss of Seniority**

shall be granted upon request to the Employer, to Employees who are allocated or appointed to represent the Union at Union conventions, seminars or to conduct union business provided such request must be made at least two (2) weeks in advance of the absence. Granting of such leaves shall not be unreasonably withheld based on the operational needs of the Home.

### **Leave of Absence for Appointment or Election to Union Office**

Upon receipt of reasonable written notice, the Employer will grant a leave of absence of up to two (2) years without pay or benefits, and without loss of seniority or job classification, to no more than one (1) Employee at any one time who is elected to a Full-Time position with the Canadian Union of Public Employees, the Ontario Federation of Labour, or the Canadian Labour Congress, or who accepts assignment to a non-elected position with any of these organizations. Any request for any extension will be at the discretion of the Corporation. Where such a leave is for thirty (30) working days or less, the Employer will pay the Employee in the normal course and then bill the Local as per current practice.

- b)** The Employer will pay the Employee in the normal course and then bill the Local monthly. The Employer shall bill the Union for all regular wages, vacation pay, and statutory deductions for both full and part-time Employees including pension contributions. In addition, the Employer shall bill the Union the cost of the percentage in lieu of benefits for part-time Employees.

**2.08** A new Employee will have an opportunity to meet with a representative of the Union once during working hours for a period of thirty (30) minutes during the Employee's orientation period 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. The Employee shall have the right to union representation at Occupational Health/Return to Work meetings.

## **2.09 List of Employee Addresses and Phone Numbers**

The Employer shall provide the President of the Local with an updated list of all CUPE members employed which includes addresses and phone numbers provided the employee has not objected to the disclosure of this information to the Union in writing to the Employer. The list shall be provided quarterly.

### **ARTICLE 3 - EMPLOYER RIGHTS**

- 3.01** The Union recognizes and acknowledges that the management of the Lodge and direction of the working force are fixed exclusively in the Employer and, without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to.
- a) Maintain order and efficiency.
  - b) Hire, promote, demote, classify, transfer, suspend and retire Employees and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
  - c) Make, enforce, and alter, from time to time, rules, and regulations to be observed by the Employee.
  - d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of facilities, equipment, and materials to be used, the methods and techniques of work, the content of jobs, the schedules of work, the number of Employees to be employed, the extensions, limitations, 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 consisting of the President, the Chief Steward, and the Steward responsible for the grievance.
- 4.02** The Employer acknowledges the right of the Union to appoint or otherwise select four (4) stewards, one of which shall be known as the Chief Steward. All stewards shall have completed the probationary period and shall be regular Employees of the Employer during their term of office. The name of each steward as well as the name of the officers of the Local as selected from time to time shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or officers until it has been so notified.
- 4.03** **Permission to Leave Work**  
The permission of a steward or union representative to leave work without loss of pay to attend grievance step meetings under clause 5:03 or investigatory meetings will not be unreasonably withheld.
- 4.04** **Representative of the Union**  
The Union may have the assistance of a representative of the Canadian Union of Public

Employees at all collective bargaining meetings and at any grievance meeting commencing at Step 2 of the grievance procedure if requested by either party or at any other meeting of the parties on the mutual consent of the parties.

## **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 complaint shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the complaint. No grievance shall be considered until the Employee has first given their immediate supervisor the opportunity of adjusting their complaint. Such complaint must be discussed with the immediate supervisor within seven (7) working days after the circumstances giving rise to it occurred or originated. Notwithstanding the above, if the complaint is against the immediate supervisor, the Employee may skip the complaint stage. The immediate supervisor shall respond within two (2) working days. It is agreed that the Employee shall be allowed to have the presence of their steward at any meeting regarding complaint/grievance.
- 5.03** Grievances properly arising under this Agreement shall be adjusted and settled and an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

### **STEP 1**

The employee may submit a written grievance, within five (5) working days after the Supervisor has provided a response at the complaints stage, signed by the employee and/or the Union, to the employee's department manager and to Human Resources. The grievance shall identify the nature of the grievance and the remedy sought and should also identify the provisions of the agreement which are alleged to be violated. They shall have the assistance of their steward if they so desire. The manager shall give their decision, in writing within seven (7) working days following the discussion. If the decision is not satisfactory to the employee concerned, then the grievance may be presented, in writing as follows:

### **STEP 2**

Within five (5) working days after the decision is given at Step 1 the employee, together with the Union President, or designate, may submit their grievance to the Chief Administrative Officer, or designate. Step 2 meetings shall be held on a designated day

of each and every month. Copies of the grievance will be provided to the Administrator and Human Resources at the same time as the grievance is presented to the CAO or designate. The CAO or designate will render a decision, in writing within seven (7) working days following such meeting.

- 5.04** If final settlement is not reached at Step 2, then the Parties may proceed, by mutual agreement, to a Grievance Mediation Officer (GMO). If final settlement is not reached

through the use of a GMO, or if the Parties do not agree to proceed to Mediation, then the grievance may be referred, in writing, by either party to an Arbitrator as provided in Article 6 below at any time within ten (10) working days after the decision is given under Step 2 and if no such written request for arbitration is received within the time limit, then the grievance shall be deemed to have been abandoned. The name of the next Arbitrator in the rotation shall be contained in the Notice to Arbitrate.

- 5.05** In this Article and in the Articles 6,7 & 8 in calculating working days, Saturdays, Sundays, and paid holidays shall not be included.
- 5.06** Any of the time limits mentioned in the above procedure may be extended by mutual agreement in writing.

## **ARTICLE 6 - ARBITRATION**

- 6.01** Both parties to this Agreement agree that any dispute or grievance relating to the interpretation, application, or administration of this Agreement, including any questions as to whether a matter is arbitrable, or an alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to an Arbitrator, at the written request of either of the parties hereto.

### **6.02 Arbitrators**

Where a grievance is referred to arbitration, it shall be heard by a single arbitrator, chosen in rotation from the following list. The parties agree that the following persons shall, in turn, serve as single arbitrators on a rotating basis:

1. Brian Sheehan
2. Jules Bloch
3. William Kaplan
4. Steve Raymond
5. Barry Stephens

If an arbitrator is not available (i.e. within six (6) months), the next person on the list shall be selected, and so on, until one of those on the list is available. For the next grievance moved to arbitration, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative arbitrator, the parties shall ask the Minister of

Labour to appoint a single arbitrator. Whether or not the matter is settled or withdrawn thereafter, the arbitrator selected is deemed to have been "used" for purposes of rotation.

- 6.03** The decision of the arbitrator shall be binding on both parties.
- 6.04** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provision for any existing provisions, nor to give

any decision inconsistent with the terms and conditions of this Agreement.

**6.05** Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.

## **ARTICLE 7 - EMPLOYER GRIEVANCES AND UNION GRIEVANCES**

**7.01** Any grievance instituted by the Employer may be referred in writing to the President of the Local within ten (10) 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 their presence is requested by either party. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to an Arbitrator as provided in Article 6 at any time within ten (10) working days thereafter, but not later.

**7.02** 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 Home Administrator at Step 1 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated.

## **ARTICLE 8 - DISCHARGE CASES**

**8.01** A claim by an Employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Home Administrator at Step No. 1 of the grievance procedure within five (5) full working days after the Employee ceases working for the Employer. Such special grievances may be settled by:

- a) confirming the 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.

### **8.02 Personnel Records**

Any Employee shall have the right to have reasonable access to their personnel record under the supervision of the Employer. Any written response of the Employee to discipline will be included as part of the file. An Employee shall have the right to make copies of any material contained in their personnel record.

### **8.03 Investigations**

In the case where the Employer needs to investigate an incident regarding an employee

and where the employee will be placed on a Leave of Absence as a result, such Leave shall be with pay. The Employer shall notify the Union President or designate with as much advanced notice as possible of any employee being investigated. The employee shall be provided with a written letter within twenty-four (24) hours.

The employee will be reimbursed for all lost wages including any statutory holiday pay, vacation pay, and an average of lost call-ins based on the previous four (4) week period. The Employer will also ensure the continuation of pension contributions, benefit coverage and seniority accrual.

All investigations shall be completed within fourteen (14) calendar days of the start of the investigation when deemed possible.

**8.04** Any letter of reprimand, suspension or other sanction will be removed from the record of any Employee eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided the Employee's record has been discipline free for such eighteen (18) month period. The employee may ask for consideration of the removal of such letter at the twelve (12) month period.

**8.05** At the time formal discipline is imposed an Employee shall have the right to request a steward be present. 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 their right in advance. In addition, the employer will notify the Union President, in writing, of any discharge or suspension. Such notification shall be sent within one (1) working day of such suspension or discharge confirming the said discharge or suspension.

## **ARTICLE 9 - NO STRIKES, NO LOCK-OUTS**

**9.01** 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, unlawful picketing, slow-down or stoppage of work, either complete or partial and the Employer agrees that there will be no lock-out.

**9.02** The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any illegal strike, unlawful picketing, stoppage, or slowdown contrary to Clause 9:01 but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.

**9.03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 2 of the grievance procedure.

## **ARTICLE 10 - WAGES**

**10.01** Schedule "A" hereto headed "Wages and Classifications" is hereby made a part of this Agreement.

**10.02** An Employee relieving in a higher paid classification shall receive the higher rate while so employed.

**10.03 Pay on Temporary Transfer, Lower Rated Job**

Where an Employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position, in the bargaining unit, there shall be no decrease in their current wage rate.

**10.04** Any Employee who is designated by the Employer to relieve in the absence of the Supervisor shall be paid a premium of five (5%) percent above their hourly rate for such time worked. This also applies to Dietary Aides who are working as a Cook in the absence of the Lead Hand Cook.

**10.05** Where an employee has posted into a position in a different wage level, they shall be placed on the grid in accordance with their current years, or hours, of service, to a maximum of the After 2 Years Service rate. If the employee is not at job rate, progression on the wage grid will occur based on the hours worked in the new classification.

**ARTICLE 11 - HOURS WORKED AND OVERTIME**

**11.01** The normal full-time hours of work shall consist of an average of seventy-five (75) hours in a two (2) week period comprised of ten (10) seven and a half (7.5) hour days. This provision is not to be construed as a guarantee of hours of work per day or per week, or of days of work per week.

**11.02** Regularly scheduled part-time Employees will be scheduled up to forty-eight (48) hours bi-weekly. This provision is not to be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A part-time employee must be available for a minimum of two (2) shifts bi-weekly for which they have indicated availability, and for which they have been scheduled. The minimum two (2) shifts biweekly must include a weekend. A part-time employee shall not refuse scheduled shifts for which they have indicated their availability unless there are acceptable extenuating circumstances.

- a) Regularly scheduled part-time Nursing Employees shall receive every other weekend off except where:
  - i) such weekend is worked as a result of an exchange of shifts with another Employee and/or
  - ii) the Employee, the Union and the Employer have mutually agreed otherwise and/or
  - iii) the part-time employee has indicated that they are willing to be scheduled three (3) weekends out of four (4).
- b) Regular scheduled part-time Employees in Life Enrichment shall have an equal distribution of weekends off except where:
  - i) such weekend is worked as a result of an exchange of shifts with another Employee and/or
  - ii) the Employee, the Union and the Employer have mutually agreed otherwise.

- c) All other regularly scheduled part-time Employees shall receive one weekend off in four (4) weekends except where:
  - i) such weekend is worked as a result of an exchange of shifts with another Employee and/or
  - ii) the Employee, the Union and the Employer have mutually agreed otherwise.

### 11.03 Scheduling

- a) Work schedules shall be prepared by the Employer and will be posted in a place accessible to the affected Employees. Schedules will cover a four (4) week period and will be posted two (2) weeks in advance. Scheduled hours shall not be changed save by mutual consent.  
Life enrichment schedules will cover a calendar month and will be posted two (2) weeks in advance.
- b) Employees will not be scheduled to work more than five (5) consecutive days unless mutually agreed among the Employee, the Union President, or designate and the Employer.
- c) Full-time Employees will receive split days off other than their scheduled weekend off.
- d) Full-time Employees in Life Enrichment shall have an equal distribution of weekends off except where:
  - i) such weekend is worked as a result of an exchange of shifts with another Employee and/or
  - ii) the Employee, the Union and the Employer have mutually agreed otherwise.
- e) All other full time Employees will receive every other weekend off except where:
  - i) such weekend is worked as a result of an exchange of shifts with another Employee and/or
  - ii) the Employee, the Union and the Employer have mutually agreed otherwise.
- f) i) Employees are entitled to either Christmas Day or New Years' Day off. It is understood that Employees who commence employment in the current calendar year shall be scheduled to work either Christmas Day or New Year's Day. It is agreed that if they receive Christmas Day off in one (1) year, they shall receive New Years' Day off in the next year and vice versa. Further, an Employee (full-time or part-time) may request to work both Christmas Day and New Year's Day. If there is a conflict between normal scheduling practises and the entitlement to either Christmas Day or New Year's Day off, the latter entitlement shall apply. If an employee trades their scheduled holiday either to work or to be off in any given year, it will not affect the following year.

If as a result there are a number of staff requesting to work both Christmas Day and New Year's Day, an equivalent number of Employees may receive both Christmas Day and New Year's Day off. The following will be the determining factor for receiving both Christmas and New Year's Day off:

1. Full-time staff by seniority
2. Part-time staff by seniority

No overtime provisions such as six (6) days or weekends will be triggered by this additional one holiday.

- ii) The Employer will endeavour to accommodate part-time Employees' request for time off for Christmas Day or New Years' Day based on operational needs of the Home.
- g) To be assured consideration, an Employee's request for specified days off or unavailability for work must be submitted in writing at least two (2) weeks in advance of the schedule being posted. The Employer shall not unreasonably deny the Employee's request.
- h) Employees may request an exchange of shifts within the current working schedule. No overtime provisions will be triggered by any of the traded shifts. It is the responsibility of the person exchanging the shift to ensure coverage. Any request for exchange of shifts shall be submitted, in writing, at least seventy-two (72) hours prior to the requested exchange date. Exchanges granted will be posted in binders in each affected unit within forty-eight (48) hours of the exchange being approved. Exchanges will not be unreasonably denied.
 

Any emergency trades for extenuating circumstances with less than forty-eight (48) hours notice will be approved at the discretion of the Employer.
- i) All available hours outside of the regular rotation of shifts which can be pre-scheduled shall be assigned by availability in the following manner:
  - i) Full-time employees by seniority who are not scheduled to work seventy-five (75) hours or ten (10) shifts bi-weekly shall be scheduled as close as possible to seventy-five (75) hours or ten (10) shifts bi-weekly.
  - ii) Part-time employees divided as equally as may be reasonably possible within the classification.

**Note:** Where possible, an attempt will be made to schedule longer shifts to Employees with the highest seniority.

Part-time employees are expected to work all three (3) shifts, however, a part-time employee in the Nursing Department may indicate a preference for only two (2) shifts on their availability sheet.

All available non-scheduled (call-in) hours shall be first offered in the same manner as (i) (a), above, then by seniority to part-time employees within the classification. The Employer agrees to keep an available record of all non-scheduled hours worked or refused by part-time employees. See attached Letter of Understanding.

- j) Breaches of this provision shall be corrected by whatever means is appropriate. For example, an additional shift may be given to an aggrieved Employee, or an extra call-in may be scheduled. If it is not possible to schedule an additional shift or an extra call-in within a four (4) week period from the notification to the Employer, then the employee shall be paid. The extra shift shall not disadvantage another Employee.
- k) Part-time employees called by the Employer less than one (1) hour before the normal starting time of a shift or up to one (1) hour past start and asked to report to work for non-scheduled hours shall be paid from the normal starting time of the shift if they report at work within one (1) hour and fifteen (15) minutes from the time the call was received.

- l)** The employer agrees to maintain normal staffing levels by replacing, wherever possible, at straight time, all approved leaves including sick leaves and periods of vacations for all Employees in all departments by using existing qualified staff.

#### **11.04 Overtime**

Overtime must be approved by the director/manager in advance.

- a)** Applicable to full-time employees only, and subject to Article 11.03 (h): Overtime at the rate of time and one half (1½) the Employee's regular hourly rate shall be paid:
- i)** In excess of seven and a half (7½) hours
  - ii)** In excess of seventy-five (75) hours bi-weekly excluding lump sum payments
  - iii)** On the employee's sixth 6<sup>th</sup> consecutive day of work and every consecutive day worked thereafter.
  - iv)** On the employee's second (2<sup>nd</sup>) weekend worked and each consecutive weekend worked thereafter.
  - v)** On the Employee's regularly scheduled day off; Exception:  
Full-time employees who are scheduled less than ten (10) shifts biweekly and less than seventy-five (75) hours biweekly shall be permitted to take a call-in on their scheduled day off at straight time, if they so desire, in order to augment their hours to seventy-five (75) biweekly. All other overtime triggers shall remain in effect.
  - vi)** An employee, scheduled to work seventy-five hours biweekly, who is called into work outside of regularly scheduled working hours shall be given four (4) hours notice. If four (4) hours notice is not given, then the Employee will be compensated at the overtime rate for all hours worked.
  - vii)** Overtime premium will not be duplicated nor pyramided.
- b)** Applicable to part-time employees only, and subject to Article 11.03(h): Overtime at the rate of time and one half (1½) the Employee's regular hourly rate shall be paid:
- i.** In excess of seven and a half (7½) hours
  - ii.** In excess of seventy-five (75) hours bi-weekly excluding lump sum payments  
No overtime provisions such as six (6) days or weekends will be triggered by this additional one holiday.
  - iii.** The Employer will endeavour to accommodate part-time Employees' request for time off for Christmas Day or New Years' Day based on operational needs of the Home.
  - iv.** Nursing Only: On the part-time employee's "xx'd off weekend". For clarity, each four (4) week schedule will have two (2) weekends off. The employee may be called in on either of the two weekends off, but not both. The other weekend will be designated as a "xx'd off weekend" whereby any work performed will be at overtime rates as applicable. Note: an employee who has indicated

availability to be scheduled three weekends out of four will have one "xx'd off weekend"

- v. Overtime premium will not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

**c) Banking Overtime**

Permanent full-time only shall be entitled to bank their overtime to a maximum of 37.5 hours between January 1 and October 31. Banked time must be used prior to the end of November. Employees will be required to notify the Employer by December 31 each year of their intent to bank up to 37.5 hours beginning January 1 of the following year. If an Employee does not notify the Employer by December 31st of each year of their intent to bank, overtime will be paid in accordance with the Collective Agreement.

Such time off will be the equivalent of the premium rate the employee has earned for working overtime.

For clarity Employee's cannot exceed a maximum annual entitlement of 37.5 hours.

Temporary full-time do not qualify.

Should a full-time employee transfer to part-time accumulated lieu-banks will be paid out.

**d) No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

**11.05 Lunch and Rest Periods**

Employees scheduled to work for at least four (4) hours, but less than five (5) hours shall be entitled to one (1) paid fifteen (15) minute rest period. Employees scheduled to work for at least five (5) hours, but less than seven (7) hours are entitled to one (1) thirty (30) minute unpaid lunch period and one (1) paid fifteen (15) minute rest period. Employees scheduled to work at least seven (7) hours are entitled to a paid rest period in each half shift worked and one (1) thirty (30) minute unpaid lunch period.

Employees working short on the night shift shall notify the Employer if they were unable to take their lunch break and will be paid their thirty (30) minute lunch period at the appropriate rate of pay.

**11.06 Reporting Pay Guarantee**

Employees reporting for work as usual on a regular working day, unless notified by the previous day not to report, and for whom no work at their 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. This provision shall not apply if the failure to receive the notice was caused by the Employee's absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure, other like cause, or any reason beyond the control of the Employer.

**11.07 a) Call Back Pay Guarantee**

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 Employee's appropriate rate.

**b) Call In Pay Guarantee**

An employee who has been called in to work shall be paid a minimum of three (3) hours' pay at the employee's appropriate rate of pay.

**11.08 a) Shift Premium**

Effective January 1, 2021, a shift premium of ninety five cents (\$0.95) per hour for all hours worked shall be paid to an Employee working on a shift where at least fifty percent (50%) of the scheduled shift falls between the hours of 1500 hours of one day and 0800 hours of the following day. If an Employee leaves before the end of their shift with the permission of the Employer and with pay, they shall receive full shift premium for such shift.

**b) Weekend Premium**

Effective at date of ratification, employees shall be paid a weekend premium of an additional seventy-five (\$0.75) and effective January 1<sup>st</sup>, 2024 eighty (\$0.80) for all hours worked between Friday at 22:00 p.m. and Sunday at 22:00 p.m. This premium is in addition to the regular shift premium.

If an Employee leaves before the end of their shift with the permission of the Employer and with pay, they shall receive a full shift premium for such shift.

**11.09 Time Off Between Shifts**

At least twelve (12) hours shall be scheduled off between shifts or changeover of shifts unless by mutual consent in writing between the Employee and their Manager with notification provided to the Union. Failure to provide at least twelve (12) hours between regularly scheduled shifts shall result in payment of overtime at established rates for any hours worked up to the end of the twelve (12) hour rest period.

**11.10 Employees required to work during clock changes for daylight or standard time will be paid for hours worked at the appropriate rate of pay.****11.11 RPN Responsibility Allowance**

An Employee who consents to be responsible as the Employee-in-charge on evenings, morning shifts, weekends or statutory holidays shall be paid a responsibility allowance of two dollars and fifty cents (\$2.50) per hour for all hours worked in addition to their regular salary and shift premium.

**11.13 "F" Class License**

All new hires within Life Enrichment will be required to have a valid "F" class license as a condition of employment.

The Employer will reimburse Life Enrichment staff for the Ministry fees associated with ongoing renewals of the "F" class license including the yearly medical certificate

expenses up to a maximum of one hundred and twenty-five dollars (\$125.00) for the ongoing renewals of the "F" class license while this remains a qualification required of the position.

## **ARTICLE 12 – VACATION**

### **12.01 Full-time Vacation Entitlement**

Employees shall receive their vacation allotment, in advance, on January 1<sup>st</sup> each year, based on the current years of service as follows:

All full-time employees who have acquired one (1) year of service with the Employer shall receive two (2) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer. Vacations may start on any day of the week.

All full-time employees who have acquired three (3) years service with the Employer shall receive three (3) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time employees who have acquired eight (8) years service with the Employer shall receive four (4) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time employees who have acquired fifteen (15) years service with the Employer shall receive five (5) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time employees who have acquired twenty-five (25) years of service with the Employer shall receive six (6) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time employees who have acquired thirty (30) years of service with the Employer shall receive an additional day of paid vacation each year until they reach a total of thirty-five (35) days of vacation at their regular hourly rate at a time or times convenient to the Employer. Individual vacation days will be advanced on January 1<sup>st</sup>

Vacation entitlement is pro-rated for an employee's first and last year of full-time entitlement.

When part-time employees become full-time employees in the last quarter of the calendar year, they shall not receive paid vacation time but shall continue to receive their applicable paid vacation percentage for the remainder of the calendar year in which they became full-time.

### **12.02 Part-Time Vacation**

Entitlement to vacation pay for part-time Employees shall be based on 1600 hours paid equals one (1) year of service subject to Article 14:03. This part-time service shall be recognized for vacation entitlement as follows:

1,600 paid hours	Two (2) weeks' vacation (at 4% of gross annual earnings)
4,800 paid hours	Three (3) weeks' vacation (at 6% of gross annual earnings)
12,800 paid hours	Four (4) weeks' vacation (at 8% of gross annual earnings)
24,000 paid hours	Five (5) weeks' vacation (at 10% of gross annual earnings)
40,000 paid hours	Six (6) weeks' vacation (at 12% of gross annual earnings)

Vacation pay for part-time Employees will be paid on each pay.

Part-time Employees shall receive their vacation allotment on January 1<sup>st</sup> each calendar year based on their seniority hours on the seniority list posted in January:

Less than 4,800 hours seniority	Minimum two (2) vacation days up to the employee's maximum
4,800 hours seniority or more	Minimum six (6) vacation days up to the employee's maximum

**12.03 Temporary Employees**

The vacation entitlement of temporary Employees shall be in accordance with the provisions of the Employment Standards Act. Notwithstanding the above, Employees who are regular full-time Employees temporarily filling in a temporary full-time position shall receive vacation based on their existing full-time status. Employees who are part-time Employees filling in for temporary part-time positions shall receive their vacation based on their existing part-time status. Employees who are part-time Employees filling for temporary full-time positions shall receive vacation based on their part-time status.

Employees who are full-time Employees filling in for temporary part-time positions shall receive their vacation based on their existing full-time status, prorated based on hours worked. If an Employee transfers to a temporary job outside their classification, unit and/or department provisions within 12.07 will prevail. If an Employee transfers to a temporary job within their classification, unit and/or department, after receiving approval for their vacation said approval shall not be changed.

**12.04 Vacation Schedules for July and August**

- a) An employee shall be entitled to receive a vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer, it being understood that during the months of July and August, the unbroken vacation period shall be normally limited to a two (2) week period. An Employee may request a three (3) week period of vacation during July and August and approval of such request shall not be unreasonably denied.

Vacation requests will not be unreasonably denied based on the operational requirements of the home.

Vacations may start on any day of the week.

Full-time employees who have more than two (2) weeks' vacation may use up to five (5) days as individual vacation days, provided that the Employer is able to retain an adequate number of staff in each department, to meet the normal requirements of the Home.

Full-time employees who have four (4) or more weeks' vacation may use up to ten (10) days as individual vacation days, provided that the employer is able to retain an adequate number of staff in each department, to meet the normal requirements of the Home.

- b) Vacation requests shall be completed and submitted by Employees by April 1st and approved or disapproved in writing by the Employer by April 25th.

Vacation shall be in strict order of seniority within the Department, provided only that the Employer must be able to retain an adequate staff in each Department to meet the normal requirements of the Home.

Unless otherwise mutually agreed upon, vacation shall be scheduled in conjunction with an Employee's regularly scheduled day off.

Vacation schedules shall be posted by May 15th in each year and shall not be changed unless mutually agreed to by the Employee and the Employer.

#### **12.05 Vacation Pay on Termination**

An Employee terminating their employment at any time in their vacation year, before they have had their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation upon termination. An Employee who has used vacation not yet earned as of their termination date will be required to reimburse the Employer.

#### **12.06 Vacation Interruption Because of Sickness**

Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. The portion of the Employee's vacation which is deemed to be sick leave under the above provision will not be counted against the Employee's vacation credits.

- 12.07** When an Employee transfers by means of a job-posting award from one classification, Unit or Department to another, the Employee's annual vacation may be re-scheduled to suit the classification, Unit or Department to which the Employee has transferred. Such adjusted date shall be subject to the mutual consent of the Employee concerned and the Employee's immediate Supervisor. Seniority shall not govern for that vacation year only, unless the transfer was completed prior to the vacation schedules being posted.

#### **12.08 Vacation Carry-Over**

An Employee entitled to an annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.

Vacations shall not carry over from year to year except that an Employee with three (3) weeks or more entitlement may carry over one (1) week for the following vacation year. This may occur each year but will not accumulate beyond one (1) week carried forward. Employees must indicate their intent to carry over one (1) week vacation in writing to their supervisor prior to January 1<sup>st</sup>.

## **ARTICLE 13 - HOLIDAYS**

**13.01** The following days are recognized as paid holidays under this Agreement:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day (July 1)	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

It is understood and agreed that the said holidays cannot be granted to all employees as a day off and that employees may be required to work on such days. An employee required to work any of the said holidays shall be paid at the rate of time and one half (1-1/2) for all hours worked on the said holiday and full-time Employees shall be granted another day off with pay. Such day off to be taken at a time mutually agreed upon between the Employer and the employee and to be within a period of six (6) weeks before or after the said holiday. Requests for days off must be put in writing to the employee's Supervisor. If Employees have not requested their day off prior to the posting of the next schedule, the Employer will determine the day to be taken and indicate it on the posted schedule.

Provided that the exchange is acceptable to the employee's immediate Supervisor, it is agreed that where an Employee discovers after the schedule is posted that a statutory holiday assigned to them would create a hardship, and where the Employee can find a fellow employee with whom to exchange a statutory holiday within the schedule, such exchange will be accommodated. It is understood and agreed if the said day off is taken on a Monday, then it may be taken consecutively with the employee's scheduled day or days off. If a holiday falls on an employee's scheduled day off such employee shall be granted an additional day off with pay. The above holidays will be observed as per the current calendar.

**13.02** In order to qualify for payment for a holiday, an employee must work their last scheduled working day before and their first scheduled working day after the holiday and he must work on the holiday if they are so scheduled provided, however that an employee who would otherwise be entitled to receive payment for the holiday but was absent due to illness verified to the satisfaction of the Employer or on an approved paid leave, including vacation on one of the days mentioned herein, will not thereby be deprived of holiday pay.

**13.03** If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day of vacation with pay for each such holiday. The additional day's vacation for each holiday shall be taken in conjunction with the employee's vacation unless otherwise mutually agreed upon.

### **13.04 Additional Holiday**

In addition to the holidays listed in clause 13:01, all employees shall be granted two (2) additional floating holidays to be taken at a time mutually agreed upon between the employee and the Employer. New employees are not entitled to additional floating holidays until after probation. If an employee passes probation prior to July 1, they shall be entitled to two (2) float holidays. If they pass probation after July 1, they shall

receive one (1) float holiday. It is understood that regardless of when an employee retires or leaves the employ, they shall receive the full complement of float holidays. If appropriate coverage is available, an employee shall not be denied their requested float day(s). Part-time employees shall be allowed to use their float days on a non-scheduled workday. When the date of the holiday is agreed upon between the employee and the Employer, then that date shall for that employee be deemed to be a paid holiday and shall be subject to clauses 13:01, 13:02 and 13:03.

### **13.05 Application to Part-Time**

If a part-time employee has not worked eight (8) days during the four (4) week period immediately preceding the holiday, then the Employment Standards Act (ESA) shall apply.

## **ARTICLE 14 - SENIORITY**

### **14.01 Probationary Period - Full-Time**

A full-time employee shall be considered probationary for the first four hundred and sixty (460) hours worked and shall have no seniority rights during that period. The Employer shall have the right to extend the probationary period of such an Employee on a one-time basis for up to an additional two hundred and forty (240) hours worked. After successfully completing the four hundred and sixty (460) hours worked, and the additional hours where applicable, such an employee's seniority shall date back to their last date of hire. The Employer will notify the Union of any extension of a probationary period.

### **14.02 Definition of Seniority**

#### **a) Application to Full-Time**

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer. The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced (employment date). The seniority date shall also be provided on the seniority list. An up-to-date seniority list shall be sent to the Union and posted on all designated bulletin boards in January and July following the last pay period in December and June respectively unless there has been a change in the full-time complement which would result in the list being posted quarterly (January, April, July, and October). It is agreed that Employees have thirty (30) days to grieve the posted list and if no grievances are filed, it is agreed that the seniority list is deemed correct. Full-time employees

transferring from full-time to part-time shall have their seniority based on each year of seniority equals sixteen hundred (1600) hours.

Exception: The seniority date of an employee that appears on the December 2009 seniority lists (posted January 2010) will be maintained. A full-time employee transferring to part-time and vice versa, shall have their seniority converted based on the formula one (1) year equals 1600 hours worked. Under no circumstances shall a full-time employee's seniority date be any earlier than the commencement of their employment.

**b) Application to Part-Time**

Seniority for part-time Employees shall be based on 1600 hours equalling one (1) year of seniority. The provisions of clauses 14:01 and 14:02 a) do not apply to part-time Employees. A part-time Employee shall be considered probationary for the first four hundred and sixty (460) hours and shall have no seniority rights during that period. The Employer shall have the right to extend the probationary period of such an Employee on a one-time basis for up to an additional two hundred and forty (240) hours worked. After the first four hundred and sixty (460) hours worked, and additional hours where applicable, such part-time Employee shall be placed upon the seniority list, and he shall be credited for work performed during their probationary period. Part-time Employees transferring from part-time to full-time shall have their seniority pro-rated on the basis of sixteen hundred (1600) hours equalling one (1) year.

A part-time employee cannot accrue more than one year's seniority (1600 hours) in a calendar year. For clarity, a calendar year is defined as January to December.

The part-time seniority list shall include the employee's employment date and the hours worked as a part-time employee. An up-to-date seniority list shall be sent to the Union and posted on all designated bulletin boards quarterly (January, April, July, and October). It is agreed that employees have thirty (30) days to grieve the posted list and if no grievances are filed, it is agreed that the seniority list is deemed correct.

**14.03 Accumulation of Seniority**

Seniority shall accumulate for full-time and part time employees in the following circumstances only: (Except where noted otherwise, part-time employees will maintain seniority, but not accumulate seniority.)

- a) When off the payroll due to lay off, for a period of time equal to twenty-four (24) months or the length of the employee's seniority, whichever is shorter. It is understood for part-time Employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.
- 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. It is understood for part-time Employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.
- c) For vacation and holiday pay (full and part-time).
- d) When actually at work for the Employer (full and part-time).
- e) When on maternity, parental/adoption leave. For part-time employees, seniority lists posted under Article 14 shall continue to reflect an Employee's accrued seniority while they are away from work on maternity/parental/adoption leave. It is understood for part-time employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.
- f) When off the payroll for Union business, the full or part-time employee will accumulate seniority based on hours they would have normally been scheduled to work or the hours they would have accumulated if they should have received a call-in.

- g) When off on a compensable and/or a non-compensable illness and/or disability as defined by the Ontario Human Rights Code for part-time employees seniority lists posted under Article 14 shall continue to reflect an employee's accrued seniority while they are away from work due to illness or disability. It is understood for part-time employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.
- h) When off on a job protected leave as defined by the Employment Standards Act. For part-time Employees seniority lists posted under Article 14 shall continue to reflect an Employee's accrued seniority while they are away from work due to a job protected leave. It is understood for part-time Employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.

#### **14.04 Loss of Seniority**

Seniority shall terminate and an Employee shall cease to be employed by the Employer when he:

- a) Voluntarily quits their employment with the Employer and does not rescind their resignation within forty-eight (48) hours.
- b) Is discharged and is not reinstated through the grievance procedure or arbitration.
- c) Is off payroll for a continuous period of twenty-four (24) months except in the instance of a compensable and/or non-compensable illness and/or disability as defined by the Ontario Human Rights Code or on an approved leave.
- d) Fails to report to work within ten (10) working days where the employee is working or seven (7) days where the Employee is not working after being notified by registered mail mailed to the employee's last known address by the Employer following a lay-off. It is understood that such a mailing is deemed to be received within two (2) days.
- e) Fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given.
- f) Accepts gainful employment while on an approved leave of absence.

#### **14.05 Seniority Outside Bargaining Unit**

In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement and is later placed in a position within the scope of this Agreement, the employee shall retain the seniority previously acquired up to the time of the promotion outside of the bargaining unit for a period of thirteen (13) months from assuming the Supervisory position.

### **ARTICLE 15 - JOB POSTING**

- 15.01 a) In matters of promotion and staff transfers, appointments shall be made to the senior applicant who possesses the skill, ability, qualifications, and experience to meet the

normal requirements for the job.

When a vacancy occurs in a position in the bargaining unit or when a new position is created in the bargaining unit or when additional hours are added to an existing position in the bargaining unit, the Employer shall notify the Union in writing and shall post notice of the position within thirty (30) calendar days, unless mutually agreed to otherwise by the Parties, of the position becoming vacant unless the employer provides the Union notice under Article 16.02 of its intention to eliminate or review the position.

Subsequent postings may on occasion, require more than thirty (30) days. The position shall be posted for five (5) working days and any employee in the bargaining unit may make written application.

Employees accepting a permanent full-time position will move into that position on the next posted schedule unless the position is not expected to begin until after the next posted schedule. For clarity, it is understood that full-time benefits and entitlements will not commence until such time as the employee actively commences work in the permanent full-time position.

Offers will be made to eligible employees in seniority order by contacting the employee at their designated telephone number (call or text) and must be accepted or declined within ten (10) hours. All offers and responses will be documented.

- b)** A job posting shall contain the nature of the position, the general criteria required per paragraph (a) above and the appropriate wage scale. No outside advertisement for any vacancy shall be placed until the applications of members in the bargaining unit have been considered.

**c) Reapplication Limit**

Where an employee has successfully bid and has been placed in the new position, such employee shall be disqualified from bidding on any future lateral job postings for a period of six (6) months following their placement in the new position unless it is mutually agreed due to extenuating circumstances. For clarity, lateral shall include moving from a position within a classification to another position within the same classification with the same number of scheduled hours and shift.

- d)** Part-time employees who satisfy the provisions of Article 15 shall be given preference in filling full-time vacancies in preference to hiring new employees.

**e) Trial Period**

The successful applicant entering or working in a new classification shall be on trial for a period of forty-five (45) calendar days. Subject to Article 12.07, it is agreed that any vacation approved prior to the trial period will be honoured and the Employee's length of trial period will be extended by an equivalent amount. Further, any Employee who requests vacation shall receive said vacation as per Article 12.04. It is agreed that if an Employee takes a vacation period during the trial period, said trial period will be extended by an equivalent amount. Conditional on satisfactory performance, the Employee's placement shall become permanent after the completion of the trial period. In the event that the successful applicant is unsatisfactory in the position during the trial period, or if the Employer finds that the Employee is unable to perform the duties of the new position, the Employee shall be returned to the Employee's former position without loss of seniority and wage or

salary of such former position. Within this period, the Employee may also voluntarily return to the Employee's former position. Any other Employee promoted or transferred because of the rearrangement of position shall also be returned to the Employee's former position without loss of seniority and wage or salary of such former position.

## **15.02 Applying for Temporary Positions**

### **a) Definition**

Any Employee may apply for a temporary position. A temporary Employee will be hired only to replace a regular Employee who is absent due to sickness, accident, vacation, or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the Parties to this Agreement. When a temporary position is as a result of a leave, there shall be no decrease in hours when a position becomes temporary.

### **b) Temporary Status**

Where an Employee has successfully bid and has been placed in a temporary position, such Employee shall not be disqualified from bidding on any future permanent job postings. Where an Employee has successfully bid and has been placed in a temporary position, such Employee shall be disqualified from bidding on future temporary job postings for a period of three (3) months following their placement in the new position unless

- i) the temporary job is not expected to begin until after the three months have expired.
- ii) the temporary position is for more hours or greater hourly rate (including premiums) than the Employee's current temporary position; or
- iii) unless it is mutually agreed due to extenuating circumstances.

An existing Employee who has successfully bid and has been placed in a temporary position, shall retain all rights and privileges as follows:

- i) a full-time permanent employee accepting a temporary full-time position, or a temporary part-time position shall retain all rights as a full-time employee.
- ii) a permanent part-time employee accepting a temporary full-time position which is expected to exceed three (3) months, shall receive stat holiday pay in accordance with 13.01 and sick leave in accordance with Article 18.01. For clarity, it is understood

that the employees shall not receive full-time entitlements under Article 13.01 or 18.01 until such time as the employee actively commences work in the temporary full-time position.

- iii) a permanent part-time employee accepting a temporary part-time position shall retain all rights as a part-time employee.

If any employee is required to leave the current temporary position due to extenuating circumstances, the employee will return to their permanent position.

If an employee after three (3) months in a temporary position, applies for and is accepted into another position, the employer will fill the balance of the 1<sup>st</sup> temporary

position from the list of those who had applied for the position. The employer will start offering the position from the top of the original applicant list. This will apply for a six (6) month period from the original posting. If six (6) months have elapsed from the original posting, the position will be reposted. (Should there be less than twelve (12) weeks left to run on the temporary position, it may be filled from the part-time pool.)

If an employee who is in a temporary position which is less than or equal to three (3) months, i.e. there is a definite end date, the employee may apply for another temporary position that has a definite start date after the three (3) month period.

**c) Posting of Temporary Positions**

If a temporary position resulting from a leave is to be extended for a period of time not to exceed two (2) years, then the present incumbent will have the first option of staying in the position before it is re-posted.

If a temporary position resulting from the implementation of a special task or project is to be extended beyond one (1) year, then the job shall be posted as a permanent position as per Article 15.01

**d) Completion of Temporary Positions**

When a temporary position is to end, the employee will be given a minimum of (2) two weeks notice of the ending date. This notice will also be provided to any Employee who is replacing those in a temporary position. When the employee is hired from outside into a temporary position, the release or discharge of such persons shall not be the subject of a grievance or arbitration. An employee hired externally into a temporary position shall not accrue seniority during said temporary position. Nothing precludes temporary employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probation period will be credited with seniority dated back to the initial date of hire into the temporary position.

The Employer will outline to employees selected to fill such temporary vacancies and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

**15.03 Orientation Period**

An orientation period shall be defined as a period of time where an employee is placed with a staff member to assist in the unit/department/classification, to direct or assist them in performing the duties of their position.

The employer recognizes the importance of orientating new staff. In order to promote a harmonious and safe work environment, the employer shall provide an orientation period of no less than three (3) shifts for newly hired employees - the employee shall be orientated as to their duties on each shift.

The employer agrees to orientate existing employees transferring out of department or changing shifts based on individual needs.

**ARTICLE 16 - LAYOFF AND RECALL**

## 16.01 Definition of Layoff

In the event of a layoff in a classification and/or department, Employees shall be laid off in the reverse order of their seniority and shall be recalled from layoff in the order of their seniority subject only to their qualifications and ability to perform the work available.

### Full-time and Part-Time Employees

Layoffs under the provision of this Collective Agreement shall include the elimination of a position and/or a reduction of daily or biweekly hours of any full-time or part-time employee.

## 16.02 Notice of Layoff

a) In the event of a proposed lay off of less than thirteen (13) weeks:

The Employer shall notify employees who are to be laid off ten (10) working days before the layoff is to become effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, then he shall be paid in lieu of work for that portion of the ten (10) days during which work was not made available to them.

b) In the event of a proposed layoff of a permanent or long-term nature of thirteen (13) weeks or more, the Employer will:

- i) Provide the Union with no less than three (3) months' written notice of the proposed layoff; and
- ii) Provide to the affected employee(s), if any, no less than three (3) months written notice of lay off, or pay in lieu thereof, including any employees who may be bumped.

**Note:** Where the proposed layoff results in subsequent displacement of a member(s) of the bargaining unit, the original notice to the union provided in (1) above shall be considered notice to the union of any subsequent layoff, and the original notice to any employee(s) in (2) above shall be considered notice to any employees who are subsequently bumped.

## 16.03 Layoff Procedure

The parties agree to meet to discuss the method of implementing the layoff with a view to minimizing the number of displacements.

An employee in receipt of notice may:

- a) Accept the layoff; or
- b) Opt to retire, if eligible under the terms of the OMERS Pension Plan; or
- c) Displace another employee who has less bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the employee originally subject to the layoff is qualified to perform the work of the employee to be displaced. An employee so displaced shall be deemed to be laid off. An employee who chooses to exercise the right to displace another employee shall advise the Department Head of their intention to do so and the position claimed within five (5) days after being notified of the layoff.
- d) The employer agrees to post vacancies per the job posting procedure, allowing

employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an employee shall have the opportunity of recall from a lay off to an available opening in order of seniority, provided they are qualified and able to perform the work. In determining the ability of an Employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

- e) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- f) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- g) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the employee shall report for work and the rate of pay. The employee is solely responsible for their proper address being on record with the Employer.
- h) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- i) No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees.
- j) In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums for the duration of the three (3) month notice period provided for in Article 16:02.
- k) The employee may, if possible, under the terms and conditions of the Insurance Benefits Programs, continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the Employee informs the Employer of their intent to do so at the time of the layoff and arranges with the Employer the appropriate payment schedule.

## **ARTICLE 17 - LEAVES OF ABSENCE**

### **17.01 General Leave of Absence**

The Employer may grant leave of absence without pay and with accumulation of seniority for full-timers and no loss of seniority for part-timers, for a minimum of one (1) week up to a maximum of one (1) year only to any employee requesting such leave for good and sufficient cause. All such requests shall be in writing and shall be subject to the approval of the Administrator or their designate, which approval shall not be unreasonably withheld. The Employer agrees to reply within five (5) working days to a request under this clause provided the request is made at least three (3) weeks prior to the time requested for the leave of absence.

## 17.02 Supplemental Unemployment Benefit for Pregnancy/Parental Leave

An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to Sections 18 and 20 of the *Employment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. For clarity, the weekly top-up payment will be calculated using the weekly Employment Insurance benefit that would be payable to the employee (i.e. fifty-five percent [55%] of average weekly insurable earnings or, if lower, the maximum weekly Employment Insurance benefit) without regard to any election by the employee to receive a lower Employment Insurance benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act (Canada)*. Such payment shall commence following completion of the one (1) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twenty (20) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

### Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended or as covered under this Collective Agreement.

#### 1. Pregnancy Leave

##### a)

- i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter, Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate from a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 17:02 (2) Parental Leave.

- b) An employee who does not apply for leave of absence under 17:02 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 17:02 (1) (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate from a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur, or, the actual date of her delivery.
- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the Employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteenth (15<sup>th</sup>) of the month that the premiums are due.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. On her return to work the Employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began.

All employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of 17:02 (d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits can not be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice in writing that she intends to take parental leave.

## 2. Parental Leave

- h) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of

child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

- i) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own.
- j) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care, and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave or thirty-seven (37) weeks in duration if she did not.
- k) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks' written notice of the date the leave is to begin.
- l) For the purposes of Parental Leave the provisions under 17:02 a) iii). c), d), e), f), and g) shall also apply.
- m) An employee may end a parental leave earlier than planned by providing at least four (4) weeks of written notice of the date on which the leave is to end.

### **17.03 Paid Bereavement Leave**

#### **Full Time Employees**

Where a death occurs in the immediate family of a permanent employee who has acquired seniority, they shall be granted a leave of absence without loss of pay of five (5) working days. In the event of the death of an employee's family member, the Employee shall be granted a leave of absence without loss of pay of three (3) working days. In the event of the death of an employee's extended family member, the employee shall be granted a one (1) day leave of absence from work, without loss of pay, for attending the funeral/memorial.

#### **Part Time Employees**

Where a death occurs in the immediate family of a permanent employee who has acquired seniority, they shall be granted a leave of absence without loss of pay from scheduled or call-in shifts of up to five (5) calendar days. In the event of the death of an employee's family member, the employee shall be granted a leave of absence without loss of pay of up to three (3) calendar days. In the event of the death of an employee's extended family member, the employee shall be granted a one (1) day leave of absence from work, without loss of pay, for attending the funeral/memorial.

Generally, bereavement leave is taken immediately following the death. However, there may be special circumstances when the needs for flexibility arise, for example, if a memorial service is scheduled at a time in the future. In these cases, the immediate supervisor and the employee should agree on how much time is needed, up to the maximum noted above, and when it is to be taken.

Where the funeral takes place outside of the province and the employee attends the funeral, such leave shall also include reasonable traveling time, not to exceed seven (7)

days without pay.

Bereavement leave as above will apply to a part-time employee.

**Definition - Immediate Family**

Spouse - common law

Son, daughter, parent, current stepparents, stepchild

Sister, brother, stepsister, stepbrother

Mother and father in-law

Son and daughter in-law

Current grandparents

Current grandchild

**Definition - Family**

Sister, brother in-law Great grandparents Guardian

Ward

The employer may request reasonable verification of bereavement.

**Definition - Extended Family**

Aunt, Uncle Niece, Nephew

**17.04 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 Coroner's inquest in connection with a case arising from the Employee's duties at Golden Plough Lodge, 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 they 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, traveling and meal allowances and an official receipt thereof.

**ARTICLE 18 - SICK LEAVE**

**(This provision applies to full-time Employees Only)**

- 18.01 a)** Permanent Employees shall be allowed sick leave credits on the basis of one (1) day for each full month of employment. No credit shall be given to an employee in any month in which the employee is absent from work without leave for any period of time in that month.

If the employees start date is prior to the 14<sup>th</sup> day of the month (inclusive) they shall be entitled to one (1) sick leave credit, credited to the 1<sup>st</sup> day of the following month. If the Employee's start date is after the 15<sup>th</sup> day of the month, one-half (½) day sick leave credit shall be credited to the 1<sup>st</sup> day of the following month.

- b)** When an employee is unable to report to work because of illness, the employee shall

normally, no later than two (2) hours before the employee is scheduled to be at work, inform the employee's Supervisor or the Nurse in Charge that the employee will not be at work and the probable duration of the length of absence.

**c) Proof of Illness**

Sick leave with pay is only payable because of illness, including illness related to stress and mental well-being. Sick leave with pay is payable when an employee attends to a medically required appointment with a specialist and/or is scheduled for medically required testing/procedure including but not limited to colonoscopy or scope of any nature: MRI, CT scan. The Employer may ask for a medical certificate in its discretion and in any event an employee absent more than three (3) days must produce proof of sickness in the form of a medical certificate.

The Employer agrees to reimburse employees for the physician's cost in obtaining a medical certificate upon production of valid receipt.

Notwithstanding the foregoing, the Employer shall not require an employee to provide a certificate from a medical practitioner where it would be in violation of the Ontario Employment Standards Act as amended from time to time.

**d) Sick Leave Credits While on WSIB Compensation**

The Employer agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credit following settlement of the claim and the payment by the Board.

**e) Reinstatement After Sick Leave**

Any employee's reinstatement after sick leave will be conditional on them supplying, when requested, a certificate from a physician that they are fully recovered from the sickness which caused their absence.

**f)** Full-time employees transferring to temporary part-time shall be permitted to use up to four (4) accumulated sick leave credits when absent due to illness.

**g) Applicable to Full-Time**

Employees shall be permitted four (4) days paid annually from their cumulative sick bank for the purpose of illness or injury relating to the following family members:

- spouse (includes both married and unmarried couples, of the same or opposite genders)
- parent, stepparent, foster parent, child, stepchild, foster child,
- grandparent, step-grandparent, grandchild, or step-grandchild of the
- employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee
- relative of the employee

It is understood that no infection control absences will become part of the attendance management program.

**ARTICLE 19 - HEALTH BENEFITS**

## **19.01 Benefits - Full-time Employees**

The following benefits apply to all permanent full-time Employees who have completed their probationary period.

- a) The Employer agrees to continue its Group Life Insurance Plan in the amount of two (2) times salary with premiums payable one hundred percent (100%) by Employer. This shall include an Accidental Death and Dismemberment (AD+D) rider at two times (2x) the annual salary.**
- b) The Employer agrees to continue its Industrial Alliance (Drug Plan) or equivalent and continue to pay one hundred percent (100%) of the premiums.**

The Employer shall provide for Registered Masseur, Physiotherapy, Chiropractor, Osteopath, Chiropodist, Podiatrist, and Naturopath, maximum amount allowable six hundred dollars (\$600) per person per calendar year. No limit per visit.

- c) The Employer agrees to contribute one hundred percent (100%) of the billed premiums toward coverage of all permanent Employees who have completed their probationary period under the current Industrial Alliance Dental Plan or comparable coverage with another carrier (based on current O.D.A. fee schedule as it may be updated from time to time) subject to the terms and conditions of such plan. The employer shall provide for major restorative dental benefits, coinsurance seventy-five percent (75%) Employer, twenty-five percent (25%) employee. Annual maximum one thousand dollars (\$1000) for major restorative dental benefits per insured person. Effective January 1, 2017, the employer shall provide for major restorative dental benefits on the basis of seventy-five percent (75%) reimbursement of eligible charges up to an annual maximum of two thousand five hundred dollars (\$2500) per insured person. The employer shall provide for orthodontal coverage for dependents or the employee, on the basis of seventy-five percent (75%) reimbursement of eligible charges to a maximum of two thousand five hundred dollars (\$2,500) per person dependant or employee per lifetime.**
- d) Effective May 1, 2023, a Vision Care Plan which will pay four hundred and fifty dollars (\$450.00) per family member every twenty-four (24) months, for the purchase of eye glasses or contact lenses; an employee may opt to apply the vision care quantum towards corrective laser eye surgery. Payment for eye care exams up to one hundred and thirty (\$130.00) per family member every twenty-four (24) months. Premiums payable One Hundred Percent (100%) by the Employer.**
- e) A Hearing Aid reimbursement at one thousand dollars (\$1000.00) every five (5) years.**
- f) A Long-Term Disability Plan providing seventy-five percent (75%) of monthly earnings to a monthly maximum of five thousand dollars (\$5,000.00). The Employer agrees to contribute seventy-five percent (75%) of the billed premiums with the balance of the monthly premium being paid by the Employee through payroll deduction.**

The County will contribute one hundred percent (100%) of the cost of premiums of all fringe benefits for a period of two (2) years from commencement of disability. Thereafter, employees may continue on the plans provided the premium costs are

paid by the employee and the employee is in receipt of Long-Term Disability benefits.

- g) Full details of the above mentioned plans are as per the Master Plans between the County and its insurance carriers.
- h) In the event a change in any insurance carriers or any major benefit affecting the employees in this bargaining unit, the Employer shall notify and meet with the Union in advance of any change to fully discuss same. The Employer further agrees that any such change will not result in the reduction of any coverage currently in existence.

#### **19.02 Benefits Application to Part Time**

- a) Following probation, a part-time employee shall receive in lieu of all fringe benefits an amount equal to thirteen percent (13%) of their straight time hourly rate for all straight time hours paid.
- b) Grandfathering exists for all part-time employees who, as of February 9, 2004, receive benefits instead of percentage in lieu. The Employer will pay seventy-five percent (75%) of the premium cost therefore, provided the employee works at least eight (8) days in the month in which the premium is paid.
- c) Employees hired after June 1, 2004 who enrol in the full-time benefit program as a result of a full-time posting and return to part-time status will not be entitled to continue to participate in the benefit program. Those employees who return to part-time status will receive thirteen percent (13%) in lieu of benefits.

#### **19.03 Employee Assistance Plan**

The Employer agrees to maintain an Employee Assistance Program (EAP) available to all Employees.

#### **19.04 O.M.E.R.S. Pension Plan**

Every eligible employee shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.) pension plan as a condition of employment in accordance with the plan.

Part-time employees shall elect whether to join O.M.E.R.S. in accordance with the plan's applicable rules and regulations.

### **ARTICLE 20 - GENERAL**

#### **20.01 Bulletin Boards**

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 the Union's use. It is agreed, however, that such notices must first be approved by the Employer. If the Employer deems posted material to be inappropriate, they have the right to require that the material be removed.

#### **20.02 Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or designate of the County and Secretary of the Local Union.

**20.03** Wherever the single or masculine is used in this Agreement, it shall be considered as though the plural or feminine has been used, where the context so requires.

**20.04** Maintenance Department Employees will not be required to supply their own tools in performance of their normal duties.

**20.05 Health and Safety**

a) The Employer, the Union and the Employees agree to abide by the *Occupational Health and Safety Act, 1990*. The Employer agrees that any training shall be provided by any reputable certified trainer.

b) Both parties recognize workload issues may arise from time to time and therefore the parties shall encourage the staff to use the workload review form.

**20.06 Change in Classification**

When the duties of any job are substantially changed, or when a new job is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first challenged by way of grievance.

**20.07 a) Uniform Allowance**

Employees required to wear uniforms shall receive fifteen dollars (\$15.00) per month allowance, part-time employees are entitled to this allowance if they work eight (8) days in a month. The above allowance will apply to employees in the Life Enrichment Department who normally wear street clothes. Effective April 13, 2023, uniform allowance increases to twenty five dollars (\$25:00) per month.

**b) Meal Allowance**

All employees required to work two (2) hours or more in addition to their regularly scheduled hours shall qualify for a meal allowance to a maximum of twenty dollars (\$20.00). The employee shall submit a receipt for such meal and will be reimbursed through payroll.

**c) Expenses - Activation**

Employees incurring expenses while performing their duties in activation shall be reimbursed for all pre-approved expenses with the proper receipts.

**20.08 Workplace Bullying, Harassment and Violence by Elders or Families Report Form**

Both parties recognize the importance of a workplace free from workplace bullying, harassment and violence by elders and families. If such an incident occurs, the affected party shall immediately complete a Workplace Bullying, Harassment and Violence by Elders or Family Report form and submit it to the Supervisor who shall provide a copy to the union.

The Supervisor shall respond to the affected employee within seven (7) working days of

receiving the form. All forms shall be submitted to the next scheduled Labour Management Committee for discussion.

The form will be attached as a Letter of Understanding to the collective agreement.

## **20.09 Labour Management Committee**

### **Establishment of Committee**

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

### **Function of the Committee**

The Committee shall concern itself with the following general matters:

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 misunderstanding.

### **Meeting of Committee**

The Committee shall meet at least quarterly or as need arises 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.

### **Chairperson of the Committee**

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

### **Minutes of Meetings**

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons. The Joint Chairpersons shall each receive two (2) signed copies of the minutes within three (3) weeks following the meeting.

### **Jurisdiction of Committee**

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

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

## **20.10 Annual Membership Fee - R.P.N.**

Registered Practical Nurses (R.P.N's) are required to present to the Director of Care, or their designate, their current Proof of Fee Payment for Annual Membership before January 1st of each year. For purposes of clarity, "designate" includes, but is not restricted to, Ward Clerk, Scheduling Clerk and Associate Director of Care.

Full Time RPNs will be reimbursed for their Membership Fee to a maximum of \$300.00 Part Time RPNS that work 1800 hours in the calendar year and provide proof of payment and attest that the Fee has not been paid by another employer will be reimbursed for their Membership Fee to a maximum of \$300.00.

#### **20.11 Notification of Change of Address**

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.

#### **20.12 Production of Collective Agreement**

The Employer shall cover fifty per cent (50%) of the cost of the production of the Collective Agreement and the Union shall ensure that all current employees receive a copy.

#### **20.13 In-Service Training and Meetings**

Should the Employer require attendance at meetings, in-services, training sessions, and any other meetings, including educational or upgrading which are separate from the normal duties of the employee's classification, all hours spent shall be considered time worked and paid at the employee's appropriate rate of pay. It is agreed that any costs of said meetings and/or training shall be paid by the Employer.

#### **20.14 Influenza Vaccine**

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to the Home or specifically designated area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- a) Employers recognize that employees have the right to refuse any required vaccination.
- b) If an employee refuses to take the vaccine required, under this provision, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use vacation credits in order to keep their pay whole.
- c) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If an employee gets sick, as a result of the vaccination, and applies for WSIB, the employer will not refuse to submit the claim.
- e) If the full cost of such influenza vaccine is not covered by some other source, the employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

- f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

#### **20.15 Notice of Resignation or Retirement**

It shall be the duty of each employee to provide the Employer with a minimum of two (2) weeks' notice when intending to resign or retire.

### **ARTICLE 21 - JOB SECURITY**

- 21.01** The Employer agrees to review any technological changes that result in the alternation of any bargaining unit position.

#### **21.02 Restrictions on Contracting Out**

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 layoff of any employees.

Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.

#### **21.03 Work of the Bargaining Unit**

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work if, as a result, a layoff of any bargaining unit employees, other than casual part-time employees follows.

#### **21.04 Professional Responsibility - Workloads**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the employee's satisfaction, the employee may submit their concerns to either the Joint Health and Safety Committee or the Labour Management Committee.

The parties agree that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an employee or group of employees, are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their Supervisor. The employee shall complete a "Workload Review Form" which shall be provided to the Supervisor and to the Union. The Workload Review Form will be attached as a Letter of Understanding to the Collective Agreement.

The intent of this process is not to find a reason to discipline employees who submit workload review forms or to report them to a governing body.

**ARTICLE 22 - TERM OF AGREEMENT**


**22.01** This Agreement shall remain in full force from January 1, 2023 to December 31, 2024 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish other with notice of termination of, or proposed revision

**ARTICLE 23 – RETROACTIVITY**


**23.01** Retroactive payment to be made within forty-five (45) days of date of the Memorandum of Settlement employed at date of ratification and applied to wages only on the basis of all hours paid. If an employee has left their employment prior to date of ratification, the Employer shall advise the employee by notice, in writing, to the last known address of the Employee on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due to them and failing claim for payment, the Employer shall not be further obliged for payment to such employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

**SIGNED THIS 12th DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1748**

  
Kellie Cochrane (Sep 13, 2024 08:48 EDT)


  
Treacy Wilcox (Sep 14, 2024 08:56 EDT)

  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

  
KSimpson (Sep 12, 2024 17:53 EDT)

**SIGNED ON BEHALF OF THE  
COUNTY OF NORTHUMBERLAND  
GOLDEN PLOUGH LODGE**

  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

  
Kersty Brown

**SCHEDULE A: WAGES & CLASSIFICATIONS**  
**Effective January 1, 2024**

<b>LEVEL</b>	<b>JOB TITLE</b>
7	Registered Practical Nurse
6	Lead Hand Cook Life Enrichment Aide Environmental Support Person
5	Personal Support Worker Health Care Aide
3	Handyperson Dietary Aide
2	Laundry Aide Housekeeping Aide

**COLLECTIVE AGREEMENT WAGE INCREASE LOCAL 1748**  
**January 1, 2023**

7	RPN	33.25		33.62	33.97	34.61
6	LEAD HAND COOK	26.92	27.75	28.58	29.50	
	LIFE ENRICHMENT					
	ENVIRONMENTAL SUPPORT PERSON					
5	PERSONAL SUPPORT WORKER	26.91	27.74	28.60	29.48	
	HEALTH CARE AIDE					
3	HANDYPERSON	24.92	25.58	26.22	26.97	
	DIETARY AIDE					
2	LAUNDRY AIDE	22.62	23.34	24.08	24.78	
	HOUSEKEEPING AIDE					

**January 1, 2024**

7	RPN	34.25		34.63	34.99	35.65
6	LEAD HAND COOK	27.73	28.58	29.44	30.39	
	LIFE ENRICHMENT					
	ENVIRONMENTAL SUPPORT PERSON					
5	PERSONAL SUPPORT	27.81	28.67	29.54	30.45	

	WORKER					
	HEALTH CARE AIDE					
3	HANDYPERSON	25.67	26.35	27.01	27.78	
	DIETARY AIDE					
2	LAUNDRY AIDE	23.30	24.04	24.80	25.52	
	HOUSEKEEPING AIDE					

Part-time employees shall progress on the wage grid as follows:

- After Probation = after 460 hours
- After 1 year of service = 1600 hours paid
- After 2 years of service= 3200 hours paid
- After 3 years of service= 4800 hours paid.

**LETTER OF INTENT**  
**between**  
**THE COUNTY OF NORTHUMBERLAND**  
**GOLDEN PLOUGH LODGE**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 1748**

**Re: Part-time PSW Positions in Nursing**


The Parties agree on a trial basis to implement a process in the Nursing Department whereby the number of part-time HCA/PSW positions is capped at sixty one (61).

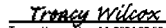
Notwithstanding the foregoing, the existing number of part-time PSW positions may be continued at the Employer’s discretion. It is agreed that by seniority, as many of these positions as possible will be offered to Employees as permanent lines on the master rotation. Any Employee within the sixty one (61) who has not been placed on a permanent line shall remain as a part-time Employee and shall be prescheduled hours as per 11.03 (i).


The Parties agree to review this process in Labour Management upon request by either Party and agree that any change to this process be by mutual consent.

**SIGNED THIS 12th DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1748**

  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)

  
Tracy Wilcox (Sep 14, 2024 08:56 EDT)

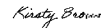
  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

  
KSimpson (Sep 12, 2024 17:51 EDT)

**SIGNED ON BEHALF OF THE  
COUNTY OF NORTHUMBERLAND  
GOLDEN PLOUGH LODGE**

  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)



**LETTER OF INTENT**  
**between**  
**THE COUNTY OF NORTHUMBERLAND**  
**GOLDEN PLOUGH LODGE**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 1748**

**Re: Use of Volunteers in Life Enrichment**

The Parties agree that the use of volunteers in the Life Enrichment department will be in keeping with Article 1.04 1). Further, the Parties agree that volunteers provide a valuable contribution to the welfare of the residents at Golden Plough Lodge. The Employer shall submit to the Union at Labour Management meetings as requested the following information regarding volunteers:

1. The name (where known) and work done by the volunteer.
2. The number of hours worked by each volunteer over the past month.


Further, the Parties agree to the following:

3. Volunteers in Life Enrichment will be allowed to do the following work:
  - a. Work not part of job description of any CUPE member working in the Life Enrichment Department.
  - b. Working in the "Tuck Shop".
  - c. Assisting CUPE members with portering, when requested, to special events within GPL.
  - d. One to One friendly visits with residents.
  - e. Assisting and organizing monthly birthday parties.
  - f. Conducting library services including reading to residents.
  - g. Assisting in pastoral/religious needs including portering to outside services.
  - h. Musical performances but not musical therapy.
  - i. Work in emergency situations; and
  - j. Other tasks as agreed upon by CUPE.

Volunteers will not be allowed to do any work which interferes with the programming of residents performed by CUPE members in the Life Enrichment Department.

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EMPLOYEES AND ITS LOCAL 1748**

  
Kellie Cochran (Sep 13, 2024 06:48 EDT)

  
Tracy Wilcox  
Treas., Wilcox (Sep 14, 2024 08:56 EDT)

  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

  
K. Simpson (Sep 12, 2024 17:51 EDT)

**SIGNED ON BEHALF OF THE  
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GOLDEN PLOUGH LODGE**

  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

  
Kersty Brown

**LETTER OF INTENT**  
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**and its Local 1748**

**Re: Workload Review Form**

Employees to complete all sections.

Date/Time of the Occurrence: \_\_\_\_\_

Date Form was submitted to Supervisor: \_\_\_\_\_

Type of work being performed: \_\_\_\_\_

Number of Staff on duty: \_\_\_\_\_ Usual Number of Staff: \_\_\_\_\_

***I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below.)***

\_\_\_\_\_

\_\_\_\_\_

To correct this problem, I/We recommend: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Employee(s)

Print Name

\_\_\_\_\_

\_\_\_\_\_

Name/Title of immediate Supervisor notified: \_\_\_\_\_

Date/Time of Notification: \_\_\_\_\_

Response: \_\_\_\_\_

\_\_\_\_\_

I/We do not agree with the resolution of our concern:

Signature of Employee(s)

Print Name

\_\_\_\_\_

\_\_\_\_\_

Manager's Response (if necessary)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

I/We do not agree with the resolution of our concern: \_\_\_\_\_

Signature of Employee(s) \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_


Follow up by Manager if required \_\_\_\_\_

Date \_\_\_\_\_


\_\_\_\_\_  
\_\_\_\_\_

**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
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EMPLOYEES AND ITS LOCAL 1748**

  
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Tracy Wilcox (Sep 14, 2024 08:56 EDT)

  
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Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

  
Kirsty Brown

**LETTER OF INTENT**  
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**Re: Return to Work Program**

The parties agree to the following to be included as part of the Collective Agreement:

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured Employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled Employees in their regular classification. The full range of accommodation will be considered to enable Employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment.


In complex cases when Employees may need to be accommodated outside their classification or if representation is requested by the Employee, the parties agree to establish a Joint Return to Work Core Committee consisting of the President of the Local or their designate and a Human Resources representative, who will serve as Co-chairpersons. The Committee will be augmented by, but not limited to, the manager from the Employee’s work location, an Occupational Health Services representative, and the Employee. The Occupational Health Services representative will serve as the Committee’s liaison with the treating physician, rehabilitation specialists, etc.

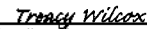
Where the Employee cannot be accommodated in their regular classification, the Core Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:


1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, whether work-related or not.
2. The return to productive and gainful employment, where practicable, for those Employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2024**

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EMPLOYEES AND ITS LOCAL 1748**

  
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Tracy Wilcox  
Tracy Wilcox (Sep 14, 2024 08:56 EDT)


  
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Lisa Ainsworth (Sep 17, 2024 09:23 EDT)



**LETTER OF INTENT**  
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**Re: Call-In Procedures for all departments**

**GLOSSARY OF TERMS**

- Call-in:** Any shift that comes available after the schedule is posted.
- Available Staff:** All those who have indicated their availability and under normal circumstances are available to work the shift.
- Non-Available Staff:** Staff who are working.  
 Staff on medical/sick leave, jury duty, union leave, vacation, or any other authorized leave.
- Availability Sheets:** All part-time Employees must submit their availability monthly, at least two (2) weeks prior to the date the next schedule will be posted. (see Appendix A). If the Employee has not submitted an availability sheet for the forthcoming period, their most recently submitted availability sheet will be followed.

**PRINCIPLES**

A call-in is any shift that comes available after the schedule is posted. Shifts may be offered in blocks up until the senior employee reaches as close as possible to seventy-five hours or ten (10) shifts bi-weekly. A call-in shift is offered one at a time only where the senior employee eligible does not immediately answer the call and where there is less than forty-eight (48) hours notice.

The Employer will utilize an electronic scheduling program. Call-ins must be recorded in the system. Call-ins will be documented and retained for the length of the schedule.

All shifts will be offered by seniority and the following principles will be followed:

1. Full-time employees who are not scheduled to work seventy-five (75) hours or ten (10) shifts biweekly until such time as they reach the limit without incurring overtime who have indicated their availability for the shift.
2. Part-time employees, who have not been scheduled up to seventy-five (75) hours or ten (10) shifts without incurring overtime costs, who have indicated their availability for the shift.
3. Out of classification without incurring overtime costs.

## Shifts Incurring Overtime

If overtime will be incurred, the Employer shall offer the overtime shift to the Employee, by seniority, who would incur the least amount of overtime (see Appendix B, page 53) with full-time Employees being offered the shift prior to part-time Employees, overtime costs being equal.

5. Full-time employees who would incur the least amount of overtime will next be called.
6. Part-time employees who would incur the least amount of overtime will next be called.

**Note:** Last resort will be employees working a double.


## PROCEDURE

1. When the absence is reported the person who takes the call will first complete the Absence Report Form.
2. Mark the absence and reason on the master schedule in the electronic scheduling program.
3. Check the master schedule to see who is eligible for the call.
4. Making the call:
  - Allow the one designated telephone number to ring six (6) rings and/or send a text message.
  - If a message is left or there was no answer, record in the electronic scheduling program.
  - Continue on with the call-ins.
  - When there is an acceptance, document the response. (Note call-backs with time, even if the shift is gone.)
  - Document as to who will be working the shift.
  - Inform the unit of the absence and the name of the replacement.
5. Document the shift on the Schedule in the electronic scheduling program by the appropriate staff name and under the correct date.
6. Call-ins may be made several weeks in advance.
7. When the call-in comes in outside of normal office hours, the staff will only complete the necessary call-ins to cover until the designated scheduling personnel are available. All staff performing the call-ins must follow this call-in procedure.
8. When calling to cover a weekend shift that is less than a week away, or a week day shift that will occur within forty-eight (48) hours, Employees who do not answer lose the 'call in opportunity' for that shift unless they call back before the shift is filled. Statutory holidays connected to the weekend are considered part of the weekend shift.
9. Staff may be called more than once a day, and this will be tracked through documentation.
10. Busy signals and answering machines (unless the message states they are accepting GPL shifts) are considered refusals unless the Employee phones back before the shift is filled.
11. Once an employee accepts a call-in, that shift becomes a part of their schedule, and they are obligated to fulfil the commitment. If they are unable to do so, it is their responsibility to exchange the shift. It is the responsibility of the person exchanging the shift to ensure coverage.


**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2024**

For The Union

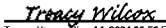
For The Employer

  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)


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Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

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Tracy Wilcox (Sep 14, 2024 08:56 EDT)

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Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

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Michelle Cowan (Sep 14, 2024 22:23 EDT)

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KSimpson (Sep 12, 2024 17:51 EDT)

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**APPENDIX A – Availability Sheet**

**Golden Plough Lodge**

**Availability Sheet**

**Name:** \_\_\_\_\_

**Department:** \_\_\_\_\_

**Position:** \_\_\_\_\_

Part time employees must give availability of a minimum of two (2) shifts biweekly. The minimum two (2) shifts biweekly must include a weekend. If no availability sheet is provided, we will assume employee is available for all shifts. Part-time employees are expected to work all three (3) shifts, however, part-time employee in the Nursing Department may indicate a preference for only two (2) shifts.

Please check off what you are available to be prescheduled. If you're not available, please write NA

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>Wk 1</b>	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights
<b>Wk 2</b>	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights
<b>Wk 3</b>	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights
<b>Wk 4</b>	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights	<input type="checkbox"/> Days <input type="checkbox"/> Evenings <input type="checkbox"/> Nights

I am available for call-ins on the following shifts – Indicate by marking the box.

- Days
- Evenings
- Nights
- I am available for call-ins on my weekend off (not x'd w/e)
- I am available to be scheduled on my straight time weekend off (not x'd w/e)

We may we give your number to other staff that are wanting to trade a shift with you? Please initial if yes.

**APPENDIX B - Scenarios**


**Scenarios to be followed only if current overtime policy permits**

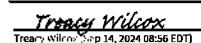
	<b>Situation</b>	<b>Possible Solutions</b>	<b>Where to Document</b>
1	Staff who have worked within the last eight (8) hours or will be working within the next eight (8) hours.	After all other staff are called you may go back and call staff who are scheduled this way.	Sheet 'B' only that they were called. If shift is accepted, document it on Sheet 'A', as well, in staff's first blank space
2	X'd week end	May be called provided they have not worked the previous weekend and are not scheduled for the upcoming weekend. Check the previous schedule as necessary	Sheet 'B' only that they were called. If the shift is accepted, document it on Sheet 'A' in staff's first blank space
3	6 <sup>th</sup> day - if the call in will create six (6) days in a row (If not including a traded shift.)	Only when all other non-scheduled full-time staff are called and after part-time have been asked.	Sheet 'B' only that they were called. If the shift is accepted, document it on Sheet A in staff's first blank
4	A double will be offered only if this creates the least amount of overtime or if all other avenues have been exhausted.	Staff that were not eligible previously will be called in order of seniority, starting from the top of the full-time staff list.	Document on Sheets 'B' and on 'A' if accepting shift
5	Staff in the building when calling for another day.	Every effort should be made to find the staff member. Ask RN to locate the staff and have them call the scheduling person.	Document as appropriate
6	<u>Traded shifts</u> The person who assists their co-worker with a trade is eligible to work on the traded day.	If eligible for call in then follow that procedure. If ineligible, then follow that procedure.	As appropriate for their eligibility

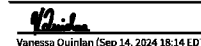
The Parties agree that the above Letter of Understanding (pages 1-6 inclusive) shall be implemented once ratified by the Union membership.

**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1748**

  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)

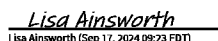
  
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Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

  
K. Simpson (Sep 12, 2024 17:51 EDT)

**SIGNED ON BEHALF OF THE  
COUNTY OF NORTHUMBERLAND  
GOLDEN PLOUGH LODGE**

  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

  
Kirsty Brown


**LETTER OF INTENT**  
**between**  
**THE COUNTY OF NORTHUMBERLAND**  
**GOLDEN PLOUGH LODGE**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 1748**


**Re: Normal Daily Hours of 7.5 Hours**

The existing seven and a half (7.5) hour positions shall not be reduced during the life of the collective agreement.

**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
 CANADIAN UNION OF PUBLIC  
 EMPLOYEES AND ITS LOCAL 1748**

  
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 Treacy Wilcox (Sep 14, 2024 08:56 EDT)

  
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 K. Simpson (Sep 12, 2024 17:53 EDT)

**SIGNED ON BEHALF OF THE  
 COUNTY OF NORTHUMBERLAND  
 GOLDEN PLOUGH LODGE**

  
 Lisa Ainsworth (Sep 17, 2024 09:23 EDT)



**LETTER OF UNDERSTANDING**  
**between**  
**THE COUNTY OF NORTHUMBERLAND**  
**GOLDEN PLOUGH LODGE**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 1748**


**Re: Retirees' Benefits**

Employees retiring with twenty (20) 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 Contract. All Benefits cease at age sixty-five (65).


Employees retiring before age sixty (60) and having accumulated twenty (20) years of service, within the County of Northumberland or area municipalities, must purchase the benefits as outlined above immediately upon 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).

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Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

  
Kaitly Brown

**LETTER OF UNDERSTANDING**  
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**and its Local 1748**

**Re: Food Service Worker Training Course**

*Whereas* the Ministry of Health and Long-Term Care revised the standards for Dietary Services effective January, 2007; and

*Whereas* the Ministry of Health and Long-Term Care now requires that 100% of new hires for the position of Food Service Worker (Dietary Aide) must have completed or be enrolled in a Food Service Worker (FSW) training program offered by an established College; and

*Whereas* the Parties agree that it is the mutual interest of the Union and the Employer to encourage Employees to take the FSW training program.

Therefore, the parties agree to the following:


All Employees listed below will not be considered unqualified for any job they apply for within the Dietary Department for the reason that they do not have the FSW course. For clarity, this includes the situation where Employees listed below leave the department and afterwards apply to return during the term of this collective agreement.

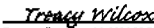
Current Employees are:


Kevin Jessup, Donna Marshall, Wendy Patfield.

**SIGNED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
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**and its Local 1748**

**Re: On Call, Environmental Support Person**

The employee in the classification of Environmental Support Person will be required to be part of an on call rotation. "On call" refers to time periods during which a designated employee must be available and able to respond, within a reasonable time, to resolve an unexpected problem or issue.

The Environmental Services Manager is responsible for scheduling the employee for on call duty and the schedule will be posted in accordance with Article 11.03 (a) of the collective agreement. On call responsibility will be shared with the Environmental Support Person, the Environmental Services Supervisor, and the Environmental Services Manager.

The employer will make every attempt to schedule the Environmental Support Person for on call duty on the off hours of their regularly scheduled shift. For clarity, the Environmental Support Person will not normally be scheduled for on call on their scheduled days off.

The employee assigned to be on call is not required to stay at home, but he must ensure that he can be contacted and is able to respond within a reasonable time. A reasonable response time if a phone call is required is 15 minutes. If it is necessary to report to the Golden Plough Lodge, a reasonable response time is up to one hour. If minimum response times are not met, the employee is ineligible for on call pay.

An employee assigned to be on call cannot engage in any activity that would impair judgment or prohibit a response while on call. When Employees are on call, they must be available for work in a variety of ways including:

They may be required to leave home or the place where they are contacted and travel to work to deal with situations that require their presence

They may be required to deal with problems by working from home.

Employees designated for on call duty on a per-day basis will be paid an allowance of \$29.57 per day for all hours that he is required to be on call on the specified day. On call duty is not subject to overtime provisions.

In the event an employee who is on call must leave their home or the place where he is contacted and travel to work, a minimum of three (3) hours call in pay will be provided in accordance with Article 11:07 (b). This is in addition to the on call rate. If an employee is called to do work and the work-related request or problem is resolved from home, the employee does not receive call in payment unless the time required is greater than one (1) hour.

**SIGNED THIS 12TH DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE CANADIAN UNION  
OF PUBLIC EMPLOYEES AND ITS LOCAL  
1748**

**SIGNED ON BEHALF OF THE COUNTY OF  
NORTHUMBERLAND GOLDEN PLOUGH LODGE**

*Kellie Cochrane*  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)

*Tracy Wilcox*  
Tracy Wilcox (Sep 14, 2024 08:56 EDT)

*Vanessa*  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

*M. Cowan*  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

*K. Simpson*  
KSimpson (Sep 12, 2024 17:51 EDT)

*Lisa Ainsworth*  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

*Kirsty Brown*

**LETTER OF UNDERSTANDING**  
**between**  
**THE COUNTY OF NORTHUMBERLAND**  
**GOLDEN PLOUGH LODGE**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 1748**

**Re: Safety Footwear**

As of April 30, 2014, employees in the classification of Handyperson and Environmental Support Person will be required to wear safety footwear. Footwear specifications must meet (CSA) Z195-02 standard that issues protective footwear guidelines for Canadian workers, with the green triangle.

The employer will provide a voucher which will cover up to two hundred dollars (\$200.00) or the purchase of appropriate protective footwear for the term of the current collective agreement.

**SIGNED THIS 12th DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1748**

*Kellie Cochrane*  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)

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*Trenay Wilcox*  
Trenay Wilcox (Sep 14, 2024 08:56 EDT)

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*Vanessa Quinlan*  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

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*Michelle Cowan*  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

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*K Simpson*  
KSimpson (Sep 12, 2024 17:51 EDT)

**SIGNED ON BEHALF OF THE COUNTY OF  
NORTHUMBERLAND GOLDEN PLOUGH LODGE**

*Lisa Ainsworth*  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

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*Kirsty Brown*

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**LETTER OF UNDERSTANDING**  
**between**  
**THE COUNTY OF NORTHUMBERLAND**  
**GOLDEN PLOUGH LODGE**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**and its Local 1748**

**Re: "F" Class Licence**

It is understood that an employee required by the Employer to renew their "F" Class Licence will be provided with the time required to write the written exam during normal working hours.

**SIGNED THIS 12th DAY OF SEPTEMBER, 2024**

**SIGNED ON BEHALF OF THE  
CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1748**

*Kellie Cochrane*  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)

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*Tracy Wilcox*  
Tracy Wilcox (Sep 14, 2024 08:56 EDT)

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*Vanessa Quinlan*  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

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*Michelle Cowan*  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

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*KSimpson*  
KSimpson (Sep 12, 2024 17:51 EDT)

**SIGNED ON BEHALF OF THE COUNTY OF  
NORTHUMBERLAND GOLDEN PLOUGH  
LODGE**

*Lisa Ainsworth*  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

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*Kirsty Brown*

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**LETTER OF UNDERSTANDING**

**Between:**

**Golden Plough Lodge (“the Employer”)**

**-and-**

**Canadian Union of Public Employees and its Local 1748 (“the Union”)**

**-and-**

**RE: OPEN SHIFTS POST SCHEDULE**

**WHEREAS** the Employer & the Union (Parties) acknowledge that there are regular open shifts post schedule and that there is a need to ensure advance notice to Employees of the vacancies and coverage

**WHEREAS** the Parties recognizes the importance of having a fully staffed schedule and

**WHEREAS** the Employer is not readily receiving the availability of staff over the schedule time periods; and

**WHEREAS** the Union has suggested trialing the implementation of a bidding process on all open shifts in all departments post schedule at straight time; and

**WHEREAS** the Parties acknowledge that this is a change of practice and is in addition to the current Call-in language that may be viewed as violation of the collective agreement in normal circumstances; and


**WHEREAS** the Employer and the Union are desirous to find a resolution to the staffing crisis and shift coverage.

**NOW THEREFORE** the Parties agree as follows:

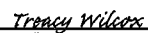
1. The Employer shall be permitted to implement a Bidding process for the vacant shifts the day the schedule is posted.
2. The part time staff and Pro-rated Full Time staff can bid on the shifts within department, that are open for the upcoming schedule and provide this to the Scheduler and/or Scheduling Support within 48 hours of the schedule being posted.
3. The Scheduler will award the part time staff in order of seniority without incurring overtime, any shifts that they have bid on and advise the staff by end of day the following Tuesday and place it on the schedule.
4. It is understood that should staff bid on and be scheduled, they are committed to the shifts.
5. Any shifts that remain unfilled/open will then be subject to the Call-in procedure.
6. This bidding process will be considered a trial and shall only remain in effect for six (6) months from the signing of this Agreement. The parties will meet within thirty (30) days prior to the expiry of this Agreement to discuss terminating it or extending it or adding this LOU to the Collective Agreement.

**SIGNED THIS 12th DAY OF SEPTEMBER, 2024**


For The Union

  
 Kellie Cochran (Sep 13, 2024 06:46 EDT)


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 Tracey Wilcox (Sep 14, 2024 08:56 EDT)


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 Vanessa Quinlan (Sep 14, 2024 18:14 EDT)


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 Michelle Cowan (Sep 14, 2024 22:23 EDT)


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 KSimpson (Sep 12, 2024 17:51 EDT)

For The Employer

  
 Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

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**LETTER OF UNDERSTANDING**

**Between:**

**Golden Plough Lodge (“the Employer”)**

**-and-**

**Canadian Union of Public Employees and its Local 1748 (“the Union”)**

**-and-**

**Re: Golden Plough Lodge New Build**

**WHEREAS** the anticipated occupancy date of the new Golden Plough Lodge is summer of 2024 and

**WHEREAS** the staffing model required for the new Home is not yet known and

**WHEREAS** the shift schedules required for the new Home are not yet known and

**WHEREAS** there are many factors to consider inclusive, but not limited to, new Home Multi-departmental training, required change management, facilitating the move of residents, Ministry reporting, recruitment, and retention strategies, etc.]

**NOW THEREFORE BE IT RESOLVED** that:

- 1) The Employer agrees to provide the Union Executive with quarterly updates on the new build progress
- 2) The Employer and Union agree to meet to discuss the new home proposed staffing model, once known
- 3) The Employer and Union agree to meet to discuss the hours of work for the new Home
- 4) The Employer and the Union agree to collaborate on ensuring a successful move to the new Home for all staff and residents.

**SIGNED THIS 12th DAY OF SEPTEMBER, 2024**

**For The Union**

*Kellie Cochrane*  
Kellie Cochrane (Sep 13, 2024 06:48 EDT)

*Tracy Wilcox*  
Tracy Wilcox (Sep 14, 2024 08:56 EDT)

*Vanessa Quinlan*  
Vanessa Quinlan (Sep 14, 2024 18:14 EDT)

*Michelle Cowan*  
Michelle Cowan (Sep 14, 2024 22:23 EDT)

*K Simpson*  
K Simpson (Sep 12, 2024 17:51 EDT)

**For The Employer**

*Lisa Ainsworth*  
Lisa Ainsworth (Sep 17, 2024 09:23 EDT)

*Kirsty Brown*