

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**THE CORPORATION OF THE COUNTY OF HASTINGS**  
(hereinafter called "The Employer")

Party of the First Part

**AND**

**(Hastings Centennial Manor Home for the Aged - Service Staff)**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1133**  
(hereinafter called "The Union")

Party of the Second Part

**January 1, 2025 to December 31, 2027**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to maintain collective bargaining relations between the Home and its employees and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for, and this Collective Agreement shall apply to all employees of the Employer at Hastings Centennial Manor in the Village of Bancroft, save and except supervisors, persons above the rank of supervisor, office and clerical staff, graduate and registered nurses, students employed for school vacation periods and casual employees who are those called in on a daily basis to replace employees who are ill, on vacation, holiday, or leave of absence.

### **2.02 No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his representative which conflicts with the terms of this Collective Agreement.

### **2.03 Applicable to Part-Time**

This Collective Agreement is fully applicable to all part-time employees unless otherwise specified.

- 2.04 It is understood and agreed that casual employees shall not be called in to perform work in circumstances where qualified part-time employees from the affected department are available to work without causing payment of overtime premiums.

- 2.05 It is agreed and understood that from time to time the County may participate in various Federally and Provincially sponsored make-work programs. Employees engaged under these programs shall not be covered by the terms and conditions of this Collective Agreement, and the Union will offer no objection to the hiring of such employees provided no employees or positions covered by this Agreement are displaced by such programs.

## **ARTICLE 3 - DEFINITIONS**

- 3.01 (a) "Employee" in this Agreement shall mean a person who is employed on a regular "full-time" or regular "part-time" basis by the Home and eligible for membership in the Union.

- (b) "Full-time employee" in this Agreement shall mean a person who is regularly employed on a full-time basis by the Home who is eligible for membership in the Union and whose name appears on the full-time seniority list.
- (c) "Part-time employee" in this Agreement shall mean a person who is regularly employed for not more than thirty-two (32) hours per week by the Home who is eligible for membership in the Union and whose name appears on the part-time seniority list.
- (d) Whenever the singular masculine, or feminine is used in this Agreement, it shall be considered as if the plural feminine or masculine has been used where the context of the party or parties hereto so required.

#### **ARTICLE 4 - MANAGEMENT'S RIGHTS**

4.01 The Union agrees that it is the exclusive function of Employer:

- (a) To maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union);
- (b) To hire, discharge, direct, transfer, classify, promote, demote, suspend, or discipline its employees, and increase or decrease the working force;
- (c) To generally manage its Home for the Aged;
- (d) To introduce new and improved facilities, equipment, and methods to improve the efficiency of its Home for the Aged;
- (e) The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement, and that a claim by the Union of unjust rules or regulations, discrimination, discharge, suspension, or discipline may be the subject to a grievance under this Agreement.

#### **ARTICLE 5 - NO DISCRIMINATION**

5.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee on any grounds prohibited by the Human Rights Code.

## **ARTICLE 6 - MEMBERSHIP AND CHECK-OFF DUES**

### **6.01 Membership**

All employees of the Employer who have become members of the Union shall, as a condition of employment, remain members in good standing of the Union, according to the constitution and by-laws of the Union. All new employees shall, as a condition of employment, become and remain members in good standing of the Union upon completion of their probationary period as stipulated in this Agreement.

### **6.02 Compulsory Check-off**

The Home shall deduct from each pay of each employee an amount equal to the dues or assessments of the Union, as established from time to time by the Union, and remit same by the fifteenth (15th) day of the month following to CUPE National. A list of names of the employees from whom dues have been deducted, the amount deducted from each employee, and the names of employees who have been added to or deleted from the payroll since the previous report to the Union Treasurer.

The Home shall annually, supply the Union Treasurer with a list of the names and addresses and phone numbers of the employees in the bargaining unit.

### **6.03 Appointment of Treasurer**

The Union shall be responsible for keeping the Home informed as to the name and address of the Treasurer.

### **6.04 Notice of Change in Dues**

The Union shall give the Corporation one (1) month's notice of any change in the amount of dues to be deducted.

### **6.05 Correspondence**

All correspondence between the parties arising out of this agreement shall pass to and from the Chief Administrative Officer or the designated representative, and the Secretary of the Union or designate, with copies of such correspondence being sent to the National Representative of the Union. In addition, the Employer shall provide the Union and the National Representative with copies of all approved matters of policy and/or conditions of employment which may effect the terms and conditions of the current collective agreement or have an adverse effect on the employees' present working conditions with the Employer.

### **6.06 Dues Receipts**

The Employer shall include on each employee's annual statement of income (T4 Slip) the amount of dues deducted during the taxation year.

## **ARTICLE 7 - STRIKES OR LOCKOUTS**

7.01 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 strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Home agrees that there will be no lockout. The word "Strike" shall have the same meaning as defined in Section 1 of the Labour Relations Act for the Province of Ontario.

## **ARTICLE 8 - UNION COMMITTEES AND STEWARDS**

### 8.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit which would conflict with the terms and conditions of this Collective Agreement.

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

### 8.02 Composition

The Employer shall recognize a Union Committee elected or appointed and consisting of not more than four (4) members of the Union plus the President. The Union shall advise the Employer of the names of its members. Members of the Committee shall be employees who have completed the probationary period.

### 8.03 Other Committees

The Employer agrees to recognize a Union Grievance Committee, Union Bargaining Committee and Labour Management Committee. The Union shall notify the Employer in writing of its representatives on each Committee. The number of representatives on each Committee shall be determined by Article 8.02.

### 8.04 Committee Pay

The Union's Committee members shall be given time off without loss of pay or benefits while attending meetings held with the Employer during the employee's regular working hours.

#### 8.05 Stewards to Assist Employees

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the Union Committee and Union Steward as set in this Article. The Steward may assist any employee who requests such assistance which the Steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

#### 8.06 Notification of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize him.

#### 8.07 Permission to Leave Regular Duties

- (a) The Union agrees that the Stewards have their regular duties to perform on behalf of the County and they will not leave their duties without first receiving the permission of the Director of Long-Term Care Services or his designate, such permission shall not be unreasonably withheld.
- (b) When meetings are requested by the Employer, the Employer will request permission for the Union Representative to leave their duties.

#### 8.08 Assistance of C.U.P.E. Representative

The Union shall have the right when processing a grievance under Article 9 to have the assistance of representatives of the Canadian Union of Public Employees.

#### 8.09 Meeting on Corporation Premises

The Union will not engage in Union activities during working hours or hold meetings at any time on the premises without permission of the Director of Long-Term Care Services. Such request will not be unreasonably denied.

#### 8.10 Union Representation

An employee shall have the right to request the presence of a Union Steward in any meetings with the Employer called for the purposes of considering disciplinary action against such employee.

An employee shall be advised as much in advance as is reasonably possible that a meeting is for disciplinary reasons so that the employee can obtain representation by a Union Steward of their choice at such meeting. In the event the Union Steward of choice is unavailable, the meeting shall proceed with any available Union Steward.

## 8.11 Labour-Management Committee

Where the Parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee Meeting during the term of this agreement, the following shall apply:

As mutually agreed, the Labour Management Committee shall meet at least once every three (3) months at the request of either party. A request for a meeting hereunder will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed.

The purpose of the Labour Management Committee is to discuss items of concern to management or employees. The Committee shall not have the power to alter, amend or modify the specific terms of this agreement.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### 9.01 Grievances

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement and shall be settled in the following manner. Prior to initiating a grievance, employees are encouraged to discuss the matter in question with their immediate supervisor.

#### STEP 1

An employee, group of employees or the Union having a grievance shall present it to a Steward for Local 1133 in writing and they shall jointly take the matter up within ten (10) working days of the alleged grievance occurring with his immediate Supervisor who shall have five (5) working days after receipt of the grievance in which to render a decision. In the absence of the Supervisor, the grievance shall be submitted to the Director of Long-Term Care Services or his designate. Failing a satisfactory settlement after this period, within five (5) working days, the Second Step of this grievance procedure may be invoked as follows.

#### STEP 2

The employee, group of employees or the Union assisted by a Steward of Local 1133 may take the matter up with the Director of Long-Term Care Services. If a satisfactory settlement cannot be reached within five (5) working days after receipt of the grievance by the Administrator, the grievance, within five (5) working days, may immediately proceed to Step Number 3.

### STEP 3

The Grievance Committee shall then take the matter up with the Chief Administrative Officer, his designate representative, or at his discretion, representatives of the Personnel Committee of the County. Such meetings will be held in the home where the grievance originated, unless otherwise agreed by the Union Grievance Committee and the Chief Administrative Officer or his/her designate. If the parties at this step are unable to reach a satisfactory settlement within fourteen (14) working days, or a time mutually agreed upon, the matter may be taken to arbitration as provided in Article 10. If no written request for arbitration is received within thirty (30) working days after the final decision is given, or after the final decision should have been given, the grievance shall be deemed to have been settled.

#### 9.02 Policy Grievance

Where a dispute involving a question in general application or interpretation occurs, or where the Union has a grievance which could be processed as an employee grievance under the procedure in this Article 9, Step 1 of the Article may be by-passed.

#### 9.03 Discharge Grievance

An employee considered by the Union to be wrongly or unjustly discharged shall be entitled to a hearing under Article 9, Grievance Procedure. Step 1 of the Grievance Procedure may be omitted in such cases.

#### 9.04 Grievance in Writing

Grievances and replies to grievances stating reasons shall be in writing at all stages.

#### 9.05 Time Limits

Any time limits referred to as working days in the grievance or arbitration procedure shall be exclusive of Saturdays, Sundays, or Paid Holidays.

#### 9.06 Access to Personnel File

An employee, on advance request and not more than once each year, shall have the right to access and review his personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

## 9.07 Use of Personnel File

Provided there have been no re-occurrences of a similar or related nature, the records of an employee shall not be used against the employee at any time after eighteen (18) months with a clear record following a suspension or disciplinary action including letters of reprimand.

The restriction on the use of information in an employee's personnel file, contained in this article, shall not apply to documentation related to cases of proven resident abuse. In these cases, provided a minimum of eighteen (18) months have elapsed, upon written request of the employee to the Home Administrator, the Employer may consider a lesser duration.

## **ARTICLE 10 - ARBITRATION**

### 10.01 Composition of Board

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail, addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail, indicating the name and address of its appointee to the Arbitration Board. The two nominees shall meet to select an impartial Chairperson. Nothing in this Agreement shall prevent the parties to this Agreement from agreeing on a single Arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single Arbitrator, then the cost of such Arbitrator shall be shared equally by the parties.
- (b) When an issue has been referred to arbitration in accordance with (a) above and the parties agreed to utilize the services of a Grievance Mediator to assist in resolving their differences, the selection of an Arbitrator shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the parties and provided a report. The parties shall jointly share the expense of the Grievance Mediator.

### 10.02 Failure to Appoint

If the recipient of the notice fails to appoint a nominee to the Arbitration Board, such appointment shall be made by the Ministry of Labour for Ontario upon the request of either party. If the two nominees fail to agree upon a Chairman within ten (10) days of the appointment of the second of them, either nominee may apply to the Ontario Labour-Management Arbitration Commission for a panel of names of available Arbitrators, one of whom shall be requested to act as Chairman of the Arbitration Board. In lieu of an application to the Ontario Labour-Management Commission, either nominee may request the Minister of Labour for Ontario to appoint such Chairman.

### 10.03 Board Procedure

The Arbitration Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within a reasonable time.

### 10.04 Decisions of Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangements which in its opinion it deems just and equitable.

### 10.05 Expenses of Board

Each party shall pay:

- 1) The fees and expenses of the nominee it appoints.
- 2) One-half (1/2) the fees and expenses of the Chairman.

### 10.06 Time Limits

The time limits fixed in both the grievance and arbitration procedure may only be extended by consent of both parties to this Agreement. Should any grievance not be responded to within the time limits specified, the grievance shall be entitled to be submitted to the next stage including arbitration.

### 10.07 Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 11 - SENIORITY**

### 11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, layoffs, and recalls. Seniority shall operate on a bargaining-unit-wide basis in accordance with the applicable seniority list.

## 11.02 Seniority Lists

- (a) The Employer shall maintain a separate seniority list for full-time and part-time employees showing the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in the lunchroom, in February of each year.
- (b) The part-time seniority list will indicate an employee's seniority by showing the total number of years and hours of seniority held by that employee as follows:
  - (i) Seniority accumulated to December 31, 1998, shall be deemed to be accurate and shall form the basis upon which seniority shall be accumulated from and following January 1, 1999.
  - (ii) Seniority shall be determined on the basis of actual hours worked by converting hours into years and hours. For the purpose of conversion one year shall be considered to be eighteen hundred and twenty (1820) hours worked.
  - (iii) The calculation of seniority during pregnancy and parental leave as provided in Article 14.03 (1) shall be based on the average hours worked during the employees employment insurance benefit determination period.
- (c) A part-time employee shall be credited with his seniority earned as a part-time employee if transferred to full-time work. A full-time employee shall be credited with his seniority earned as a full-time employee if transferred to part-time work. Such employee shall then accumulate seniority in accordance with Article 11.02 (b).

## 11.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of four hundred (400) hours worked from date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement, except with respect to discharge.

With the consent of the Employer and the Local President, such probationary period may be extended up to an additional 400 hours. Such extensions shall not be unreasonably denied. The employment of such employees may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination as defined in Article 5.

All probationary employees shall be given performance related feedback upon the completion of approximately two hundred (200) hours. After completion of the probationary period, seniority shall be effective as calculated from the original date of employment.

#### 11.04 Loss of Seniority

An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee shall only lose his seniority, and employment shall be deemed to have been terminated, in the event:

1. He is discharged for just cause and is not re-instated.
2. He resigns in writing with resignation not withdrawn within two working days.
3. He is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.
4. He fails to return to work within five (5) calendar days following a layoff, and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
5. He is laid off for a period longer than eighteen (18) calendar months.
6. The employee is absent due to illness or injury for a period exceeding twenty-four (24) months. This clause does not apply to employees in receipt of compensation pursuant to the Workplace Safety and Insurance Act. This provision shall not be applied in contravention of the Ontario Human Rights Code.

#### 11.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position not covered by the provisions of a Collective Agreement with Local 1133 without his consent. If an employee is so transferred, he shall retain his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority.

If such an employee later returns to a position not covered by the provisions of a Collective Agreement with this Local, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.

Notwithstanding the above, an employee who remains in a position outside of the bargaining unit for a period of twenty-four (24) months shall forfeit all seniority.

## 11.06 Temporary Transfers

Temporary transfers; i.e., those lasting less than five (5) days, between classifications with the same rate of pay, shall be made by assigning the employee with the least seniority who is qualified.

## **ARTICLE 12 - JOB POSTINGS**

### 12.01 Positions to be Posted

When a regular full-time or part-time vacancy occurs or a new regular full-time or part-time position is created in the bargaining unit, the Employer shall post notice of the position at both Hastings Manor and Hastings Centennial Manor on the bulletin boards in the following locations:

Employee lunchroom, for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereof.

Employees in the bargaining unit in which the vacancy arises shall be given first consideration. Employees in the other Local 1133 service unit shall be able to apply and shall be considered in accordance with Article 12.02 before outside applicants are considered.

Temporary vacancies expected to last less than twelve (12) weeks need not be posted and shall be filled by assigning the most senior qualified part-time employee from the department where the vacancy occurred for the first movement provided the employee is prepared to accept the position. For subsequent movement(s), part-time employees who do not have a guarantee of hours may be assigned the available shifts/rotation in order of seniority.

### 12.02 Information in Posting

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge, skills, shift, wage or salary rate or range.

These qualifications may not be established in a discriminatory manner.

When a job posting is to be filled, the following factors shall be considered:

- (a) skill, ability, qualifications, and experience and 400 hours of departmental experience;
- (b) seniority.

Where factors in (a) are relatively equal, (b) shall govern.

Appointments from within the bargaining unit shall be made within four (4) weeks of posting closing.

For temporary job postings, the above will apply for the first qualified applicant who accepts the job posting. For subsequent movements(s), part-time employees who have applied and who do not have a guarantee of sixty-five (65) hours may be assigned the available shift / rotation based on qualifications and seniority up to a maximum of three (3) total movements for each job posting.

#### 12.03 Union to be Advised

The Union will be advised of the name of any successful applicant for a job posting within two (2) weeks after the appointment.

#### 12.04 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial period shall become permanent after the period of two (2) months. In the event that the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary of such former position.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary of such former position.

If the employee has not received any necessary license/certificate during the trial period, the trial period may be extended by the agreement of the parties, for a specific time period to allow the employee to obtain the necessary license/certificate.

Failure by the employee to obtain the required license/certificate within the extended trial period will result in their unsuccessful completion of the trial period and return to their former position.

### **ARTICLE 13 - LAYOFFS AND RECALLS**

#### 13.01 Procedure

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of their seniority. Employees shall be recalled in the order of their seniority, provided they are qualified to do the work.

- (b) An employee who is subject to a layoff shall have the right to:
  - 1. accept the layoff or;
  - 2. displace the junior employee in the same classification or;
  - 3. displace the junior employee in a lower classification provided the employee has the required qualifications, skill and ability to do the normal requirements of the job or;
  - 4. revert to part-time status if applicable and thereby displace the most junior part-time employee in the classification.
- (c) An employee who chooses to exercise their right to bump another employee with lesser seniority shall advise the Employer of his/her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.
- (d) The employee displaced shall be deemed to have been laid off and shall be entitled to notice equal to the remaining number of days in the original notice period. Such employee may then exercise their rights in accordance with section (b) above. In any event, no employee subject to layoff shall receive less notice than provided for in the Employment Standards Act.
- (e) An employee who fails to exercise their seniority rights within seven (7) days of receiving a layoff notice shall be deemed to have accepted the layoff.

#### 13.02 No New Employees

No new employees will be hired until those laid off within the affected classifications have been given an opportunity of re-employment.

#### 13.03 Notice of Layoff

The Employer agrees to provide the Union and all affected employees with a minimum of three (3) months advance notice of any layoff.

#### 13.04 Grievances Regarding Layoffs

Grievances concerning layoffs and recalls may be initiated at Step 2 of the Grievance Procedure.

## **ARTICLE 14 - LEAVE OF ABSENCE**

### **14.01 (a) Request for Leaves**

The Home may grant a leave of absence for personal reasons of up to three (3) consecutive months without pay, or without loss of seniority, or occupational classifications to any employee requesting such leave. Such request shall be in writing and each case to be dealt with on its merit. Such leave shall not be unreasonably withheld. Seniority shall not accrue for a leave of absence greater than thirty (30) days (except for leaves protected under the Employment Standards Act or statute). The purpose of the request shall be discussed in private between the employee and the designated management person with authority to grant such leave.

- (b) All leaves of absence shall be requested in writing not less than two (2) weeks in advance of the required leave. The Home shall notify employees in writing, at least five (5) days in advance of the required leave, whether or not the leave of absence has been granted.
- (c) In the event that a leave of absence extends beyond thirty (30) continuous calendar days, the employee shall pay the full cost of benefit maintenance for the period by which the leave exceeds thirty (30) continuous calendar days.

**Note:** Employees shall be required to use available vacation prior to the commencement of any personal leave of absence.

### **14.02 Union Conventions**

Leave of absence without pay or loss of seniority shall be granted upon written request to the Employer, to the employees elected or appointed to represent the Union at conventions or seminars, provided that:

- (a) Not more than three (3) persons represented by this Union are on union leave at any one time, and;
- (b) The granting of such leave does not interfere with the efficient operation of the Home.

### **14.03 (1) Pregnancy and Parental Leave**

Employees shall be granted pregnancy and parental leave in accordance with the provisions of the Employment Standards Act, as amended, which include the following:

A pregnant employee who started employment at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay, and may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date. An employee must give the employer at least two weeks' written notice of the date the leave is to begin and shall provide her doctor's certificate stating the expected birth date.

For purposes of parental leave, a "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own. An employee must give the employer at least two weeks' written notice of the date parental leave is to begin.

During pregnancy leave or parental leave, an employee continues to participate in benefit plans as described in s. 51 of the Employment Standards Act unless he or she elects in writing not to do so.

During pregnancy or parental leave the employer shall continue to make the employer's contributions to such benefit plans unless the employee gives the employer a written notice that he or she does not intend to pay the employee's contributions, if any. Seniority continues to accrue during pregnancy or parental leave.

The Employment Standards Act includes provisions dealing with complications of pregnancy and other special circumstances, and with the notice required to change the beginning or ending date of a leave.

(2) Supplemental Unemployment Benefit

On confirmation by the Unemployment Insurance Commission of the appropriateness of the employer's supplementary unemployment benefit plan, an employee who is on parental and/or pregnancy leave as provided under this agreement, and who is in receipt of unemployment insurance in respect of a pregnancy or parental leave, shall be paid a supplemental unemployment benefit. The benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly unemployment insurance benefits and any other earnings.

Such payment shall commence following completion of the one (1) week unemployment insurance waiting period, and receipt by the employer of the employee's unemployment insurance cheque stub as proof that the employee is in receipt of such benefits for a total maximum period of fifteen (15) weeks in respect of leave for pregnancy and/or parental reasons. The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the employee's last day worked prior to the commencement of the leave by her normal weekly hours at such time.

#### 14.04 Bereavement Leave

An employee will be allowed bereavement leave from their prescheduled shifts, in accordance with the below, at any one time in seven (7) consecutive days immediately following the death. (a parent may include a natural parent and/or step parent).

Five (5) scheduled days paid bereavement in the event of death of ones' spouse (including common-law spouse), fiancé, child, stepchild, grandchild or parent.

Three (3) scheduled days paid bereavement in the event of death of ones' sibling, grandparent, spouse's grandparent, mother in law, father in law, son in law, daughter in law.

One (1) scheduled day paid bereavement in the event of ones' brother in law or sister in law, aunt or uncle or niece or nephew of the employee.

Notwithstanding the above, individuals will be granted flexibility to use one (1) day of bereavement leave, not exceeding their entitlement above, in order to accommodate religious and cultural diversity, to be used at a later date (internment/celebration of life, for example).

In accordance with the above, an employee will be reimbursed at regular rates for any scheduled hours of work missed as a result of such bereavement.

#### 14.05 Educational Leave

The Employer may grant leave of absence without pay and without loss of seniority to a maximum of twelve (12) months to attend educational courses provided such courses relate to the employee's work within the Home. All such requests shall be in writing and shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld.

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

On the prior approval of the Chief Administrative Officer, the Corporation agrees to reimburse the tuition fee of any employee who attends and successfully completes night school or special day courses or seminars that are job related.

The Employer shall provide all mandatory in-services to employees during their regular hours of work. If an employee has to stay beyond their regular hours of work or come in on their days off they shall be paid the applicable regular or overtime rates.

#### 14.06 Paid Jury or Court Witness Duty Leave

An employee shall request (with as much advance notice as possible) and the Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as juror or witness in any court or at a hearing of the College of Nurses, except as a witness on his own behalf. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

#### 14.07 Leave of Absence

It is agreed and understood that all leaves of absence under this Agreement including but not limited to sick leave, bereavement leave and leaves of absence, whether paid or unpaid, constitute a greater right or benefit than the emergency leave provisions in the Employment Standards Act. It is further agreed and understood that the statutory Emergency Leave days may not be pyramided on top of any leave whether paid or unpaid, under the terms of this Agreement.

### **ARTICLE 15 - HOURS OF WORK AND OVERTIME**

15.01(a) It is understood and agreed that the Home is a twenty-four (24) hours per day, seven (7) days per week continuous operation and services must be established on a rotating basis. Therefore, to establish when an employee is entitled to premium pay for excessive hours worked the following shall apply:

The workweek shall commence at 10:30 p.m. Sunday night.

The employee's workday shall commence at the start of his scheduled shift and run for twenty-four (24) consecutive hours.

All hours worked in excess of seven and one-half (7-1/2) in any one (1) workday shall be paid at one and one-half (1-1/2) times the calculated hourly rate; or

Time and one-half (1-1/2) shall be paid to any employee who is required to perform work in excess of seven (7) consecutive work days in any nine (9) day period; or

Time and one-half (1-1/2) shall be paid for all hours worked in excess of seventy-five (75) hours in any one (1) pay period.

Education days can be prescheduled with ten (10) hours off in between shifts for full-time and part-time employees, unless otherwise mutually agreed.

- (b) If overtime for a shift in progress is available to extend a shift, a qualified employee currently working will be offered in order of seniority starting with full time.

If the overtime shift cannot be filled in this manner, it will be offered to qualified employees starting with full time not at work in order of seniority and then part time employees by seniority.

- (c) For manual overtime shift offers, employees who do not wish to be offered overtime shall submit their request in writing to their supervisor until such time the employee revokes the request.
- (d) When overtime is available and not concurrent to a shift, it will be offered to full time employees first based on seniority, followed by part-time seniority thereafter.

#### 15.02 Temporary Layoffs

No employee will be temporarily laid off from his scheduled shift in order to avoid payment of overtime.

#### 15.03 Hours Per Pay Period (Full-Time Employees)

Full-time employees shall be scheduled to work an average of seventy-five (75) hours (with meal times as designated in Article 15.05) in a bi-weekly pay period and shall be scheduled to receive at least one (1) weekend off in every two (2).

All full-time employees shall be entitled to exercise their seniority in selecting preference for assignment to shifts. Where there is a conflict in shift preference, the more senior employee's preference will be granted. Employees may exercise their shift preference once each calendar year on forms provided by the Employer, posted February 1<sup>st</sup> and shall be removed by February 11<sup>th</sup>. Preferences shall be notified on March 1<sup>st</sup> and implemented on the next posted schedule.

Note: Housekeeping and Laundry are separate positions.

#### 15.04 Hours Per Pay Period (Part-Time Employees)

Part-time employees shall be scheduled to work an average of not more than sixty-four (64) hours (with meal times as designated in Article 15.05) in a bi-weekly pay period and shall be scheduled to receive at least one (1) weekend off in every three (3). Notwithstanding the provisions of section 15.01, a part-time employee may be called in to work a second shift in a day without the requirement to pay overtime, provided the employee has had a minimum of 10 hours off between shifts.

#### 15.05 Work Day and Meal Times

The normal work day shall consist of:

- (a) Seven and one-half (7-1/2) hours exclusive of a thirty (30) minute lunch period designated by the Employer. It is understood that RPN's will be available for a short time up to a maximum of ten (10) minutes at the conclusion of their shift for the purposes of reporting.
- (b) Nothing in this Article shall be construed to guarantee an employee a shift of seven and one-half (7-1/2) hours work.

#### 15.06 Part-Time Schedules on Equitable Basis

In preparing schedules of work for part-time employees, Management will as far as possible, schedule work within classifications on an equitable basis.

#### 15.07 No Full-Time Status Due to Excess Hours

When part-time employees are needed on a daily basis to replace employees of the bargaining unit who are ill, on vacation, holiday or on a leave of absence, such work will be distributed on an equitable basis. It is therefore recognized that certain part-time employees may frequently work in excess of their scheduled hours. It is agreed, however, that such employees will not become "full-time" employees under this Agreement merely by virtue of the requirement to perform work in excess of sixty-four (64) hours in any bi-weekly pay period from time to time.

#### 15.08 Posting of Schedules

Schedules shall be posted at least four (4) weeks in advance and shall not be changed without the consent of the immediate Supervisor or Administrator and the employee concerned, except in case of an emergency.

The Employer shall provide the President/Unit-Chairperson with a copy of ALL SCHEDULES at the time of posting.

#### 15.09 Split Shifts

Employees shall not be scheduled to work split shifts.

#### 15.10 No Work Available

If an employee reports for work at his regular scheduled time and there is no available work for him in his regular job, he will be given either four (4) hours at another job or four (4) hours pay at his regular rate unless he had received at least four (4) hours previous notification not to report to work.

This provision shall not apply where the Employer's failure to provide work arises from power failure, fire, water damage, acts of God, or other causes beyond the Employer's control.

15.11 (a) Shift Premium

An employee required to work shifts commencing at 2:30 p.m. or 3:00 p.m. or later will be paid a shift premium of ninety cents (\$0.90) per hour. This shift premium shall also apply to all hours on a day shift after 5:00 p.m. and before 6:00 a.m.

Effective January 1, 2026 an employee required to work shifts commencing at 2:30 p.m. or 3:00 p.m. or later will be paid a shift premium of one dollar (\$1.00) per hour. This shift premium shall also apply to all hours on a day shift after 5:00 p.m. and before 6:00 a.m.

(b) Weekend Premium

An employee shall be paid a weekend premium of one dollar and five cents (\$1.05) per hour for each hour worked between 10:30 p.m. Friday and 10:30 p.m. Sunday.

Effective January 1, 2026, an employee shall be paid a weekend premium of one dollar and fifteen cents (\$1.15) per hour for each hour worked between 10:30 p.m. Friday and 10:30 p.m. Sunday.

15.12 Rest Periods

The Home grants the privilege of a rest period to an employee of fifteen (15) minutes during the first four (4) hours of his shift and fifteen (15) minutes rest period during the last four (4) hours of his shift.

15.13 Call Backs – Call-in Procedure

Part-Time employees will be notified of a shift offer using the automated scheduling system. Shifts will be assigned to the most senior employee that applied. The Employer shall by-pass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay.

In case of a call-in, an employee who is assigned less than four (4) hours of work shall be paid for a minimum of four (4) hours at their applicable hourly rate unless they are entitled to receive overtime pay for such hours.

The schedule will be posted with all shifts being filled on an equitable basis.

An Employee's booked *unpaid* vacation time shall not be considered in the calculation of equitable hours in the schedule.

Casual employees may be scheduled after all available shifts are distributed equitably amongst part time employees.

At the cessation of a temporary position, the employee will return to their dedicated line previously held and scheduled in such a way there is no disruption in pay and shall not constitute a layoff.

#### 15.14 Work During Time Change

Employees who work during periods of time change from and to Daylight Savings Time shall be paid for the actual hours worked on their shift at the appropriate regular or overtime rate.

### **ARTICLE 16 - PAID HOLIDAYS**

16.01 The following days are recognized as paid holidays under this Agreement subject to the following:

- |  |                      |
|--|----------------------|
| 1. New Year's Day                          | 8. Thanksgiving Day  |
| 2. Good Friday                             | 9. Christmas Day     |
| 3. Victoria Day                            | 10. Boxing Day       |
| 4. Dominion Day                            | 11. Family Day       |
| 5. Civic Holiday                           | 12. Floating Holiday |
| 6. Labour Day                              | 13. Floating Holiday |
| 7. National Day for Truth & Reconciliation |                      |

Employees employed for twelve (12) months will be entitled to two (2) float holidays. Employees employed for six (6) months will be entitled to one (1) float holiday.

In the event that the Provincial or Federal Government proclaims an additional holiday, such holiday will replace one of the float holidays.

In order to qualify for a float holiday as set out in Article 16.01, the employee must first earn the floating holiday by being actively at work for at least fifty percent (50%) of each of the following bi-annual periods:

January 1 - June 30  
July 1 - December 31

Where an employee who has taken float holidays before they have been earned, separates employment, or commences an authorized leave of absence in excess of 30 days, or is in receipt of W.S.I.B., sick leave or L.T.D. benefits in excess of 30 days, the Employer is entitled to withhold salary or wages owing from the employee, or in any event shall be entitled to be reimbursed by the employee, for any float holidays already taken in excess of what was earned.

#### 16.02 Work on Holidays

- (a) Employees required to work on a holiday as listed above shall be paid at a rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked.
- (b) In addition, all full-time employees shall receive another day off with pay to be taken at a time mutually agreeable between the employee and the Administrator or his designate.
- (c) In addition, all part-time grandparented employees shall receive pay equal to the average hours worked per shift in the previous pay period.

#### 16.03 Holidays on Scheduled Days Off

- (a) When any of the above holidays fall on a full-time employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreeable between the employee and the Administrator or his designate.
- (b) Part-time grandparented employees shall receive pay equal to the average hours worked per shift in the previous pay period.

#### 16.04 When Holiday to be Taken

- (a) A "Paid Holiday" must be earned prior to the employee requesting the day off in lieu.
- (b) The Employer agrees to allow two (2) of the "Paid Holidays" (i.e. Christmas Day and Boxing Day) to be carried over to the year following the year in which they were earned. All requests for carryover of "Paid Holidays" must be received prior to December 31<sup>st</sup>.
- (c) Notwithstanding (b) above, if the days off in lieu of holidays are not taken prior to December 31<sup>st</sup> of the year in which they are earned, the employee will receive seven and one-half (7 ½) hours of pay at his regular rate for each such day not taken.
- (d) It is understood that the Vacation Schedule Blank supersede requests for these lieu days.

16.05 Qualifying for Paid Holiday

In order for an employee to qualify for payment for a holiday without being required to work, such employee must work his last scheduled working day before and his first scheduled working day after the holiday and must work on the holiday if he is scheduled to work, unless the employee is absent on any of such days due to an authorized leave of absence or to illness for which the employee is entitled to remuneration at his regular rate of pay. Employees shall get one of either Christmas Day, Boxing Day or New Year's Day off. Choice of the foregoing days shall be granted in order of seniority.

16.06 Payment for Entire Shift

If the major part of an employee's shift is worked on any one of the Paid Holidays, listed in this Article, such employees shall be paid at one and one-half (1 1/2) times his regular rate for all work performed on the shift.

16.07 Holidays During Leave of Absence

Employees absent on authorized leave of absence in excess of thirty (30) calendar days shall not be eligible for paid holidays observed during the period of absence, unless such leave commenced within five (5) working days of the holiday.

16.08 Paid Holidays for Probationary Employees

A probationary employee will be eligible for paid holidays on completion of thirty (30) days of service.

**ARTICLE 17 - VACATIONS**

17.01 For the purposes of this Article, the term "Gross Pay" shall be interpreted to mean the total amount of monies earned by the employee, including wages, salary, overtime earnings, vacation pay, paid holiday pay, and/or any other amount earned by the employee in the service of the Employer. For the purpose of this Article 17, the "Vacation Year" shall be the period from July 1st of the preceding year to June 30th of the current year.

17.02 (a) 1. Amount of Vacation Entitlement (Full-Time Employees)

A full-time employee who had less than thirty (30) days of absence, other than for vacations or illness covered by the Corporation's Short Term Disability Plan shall, effective the vacation year beginning July 1, 1994, receive an annual vacation at regular rates of pay in accordance with credited service as set out below:

Less than one year of service.

One (1) day per completed calendar month of service to a maximum of two (2) weeks.

One year of service but less than three years by qualifying date	Two (2) weeks.
Three years of service but less than seven years by qualifying date	Three (3) weeks.
Seven years of service but less than eleven years by qualifying date (effective July 1, 2020)	Four (4) weeks.
Eleven years of service but less than twenty-five years qualifying date (effective July 1, 2020)	Five (5) weeks.
Twenty-five or more years of service by service by qualifying date.	Six (6) weeks.
Effective January 1, 2019:	
Twenty-five years of service but less than thirty years by qualifying date.	Six (6) weeks.
Thirty-years of service by qualifying date.	Seven (7) weeks

Note: For the purpose of this Article the term "Service" and "Seniority" are synonymous.

2. Full-time employees who do not qualify for vacation pay as provided in (a) (1.) above, because of absence, shall be paid vacation pay at the rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of gross earnings during the previous Vacation Year, whichever is applicable, for vacations granted in accordance with credited service as set out above. Effective January 1, 2019 -fourteen percent (14%).

(b) Amount of Vacation Entitlement (Part-Time Employees)

1. A part-time employee shall be granted vacation in accordance with the provisions of Article 17.02 (a) (1.).
2. Part-time employees' vacation pay shall be at the applicable rate of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of gross earnings for the vacation year. Effective January 1, 2019 -fourteen percent (14%). One (1) weeks' vacation will equal five (5) days in a seven (7) consecutive day period.
3. A part-time employee is entitled to take a single day vacation similar to a full-time employee.

- (c) An employee who has to use bereavement leave during a period of vacation shall have that portion of the vacation considered as bereavement leave.
- (d) Part-time employees who accumulate vacation earnings that are greater than the vacation entitlement in days as set out in Article 17.02 (a), shall be paid out for the difference at the end of each vacation year.

The total vacation earnings shall not exceed full-time entitlement, for full-time employees receiving vacation based on a percentage of gross earnings.

#### 17.03 Paid Holiday During Vacation

If a paid holiday falls or is observed during an employee's vacation period, he shall be allowed an additional vacation day with pay at a time mutually agreed upon by the employee and the Director of Long-Term Care Services or his designate.

#### 17.04 Holidays Shall Not Accumulate

Vacations shall not accumulate from year to year except that an employee with more than three (3) weeks entitlement may carry over one (1) week to the following vacation year and 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.

#### 17.05 Vacation Pay on Termination

An employee leaving the employ of the Employer shall receive his applicable vacation pay for the vacation year, plus his applicable entitlement for the period from the end of the vacation year to termination.

#### 17.06 Vacation Schedules

A Vacation Schedule "Blank" shall be posted on or before March 15th of each year. The Vacation Schedule Blank shall be removed on March 25th of each year, and shall be considered final at 12:00 Noon on that date. Employees must signify their vacation preference or preferences while the Blank is posted. The Employer shall confirm vacation preference within thirty (30) days of the date the Vacation Schedule Blank is removed.

Employees who fail to indicate their preference for vacation prior to March 25th of each year shall not be able to exercise seniority in determining vacation preference for that year.

Vacation requests not submitted in accordance with the annual vacation planner prior to March 25<sup>th</sup> shall be requested in writing no later than *seven (7) calendar days* prior to *the request for time off*. Approval for such requests shall be done on a first come first serve basis and such approval will be subject to the operations of the Home and at the sole discretion of the Departmental Manager of the employee.

17.07 Vacation Preference

Vacation preference as indicated on the schedule referred to in Article 17.06 above shall be in strict order of seniority provided only that the Employer must be able to retain an adequate and competent staff in each department and on each floor to meet the normal requirements of the Home.

17.08 Vacations in Excess of Three Weeks

Vacation Allowance in excess of three (3) weeks shall be scheduled by the Director of Long-Term Care Services so as not to interfere with the ongoing activities of the Home.

Therefore, vacations in excess of three (3) weeks shall be granted by mutual agreement.

17.09 Effect of Transfers on Vacations

When an employee transfers by means of a job posting award from one classification to another, his annual vacation shall be adjusted to suit the area of the Home to which transferred. Such adjusted dates shall be subject to approval of the employee and the supervisor. Seniority shall not govern for that vacation year only, unless the transfer was completed prior to vacation schedules being finalized.

When an employee is promoted from part-time to full-time status during the vacation year, he shall receive vacation pay during the next vacation year based on a percentage of his gross earnings during the year in which the transfer occurred.

**ARTICLE 18 - SICK LEAVE**

18.01 The County shall implement and maintain a Short Term Disability Plan as outlined.

An employee who suffers a disability due to a non-occupational accident or sickness shall be entitled to receive benefits, subject to the conditions of Article 18, commencing on the first day of disability and continuing for up to seventeen (17) continuous weeks, or until the date the employee is declared medically fit to return to work, whichever first occurs.

Each employee's allotment of one hundred percent (100%) weeks, which are to be paid at one hundred percent (100%) of normal earnings, is based on an employee's accrued seniority with the amount of entitlement determined in accordance with the schedule set out below.

This schedule sets out the number of one hundred percent (100%) weeks to which an employee is entitled in each calendar year, and as such, the allotment of one hundred percent (100%) weeks will be automatically renewed each January 1st, provided the employee is actively at work. If an employee runs out of one hundred percent (100%) weeks, he will remain entitled to receive up to seventeen (17) weeks of disability coverage at seventy-five percent (75%) of normal earnings for any disability due to accident or sickness.

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

**SCHEDULE OF BENEFITS**

Length of Service	100% of Normal Earnings	75% of Normal Earnings
3 months but less than 1 year	5 days or 1 week	16 weeks
1 year but less than 2 years	10 days or 2 weeks	15 weeks
2 years but less than 3 years	10 days or 3 weeks	14 weeks
3 years but less than 4 years	10 days or 4 weeks	13 weeks
4 years but less than 5 years	10 days or 5 weeks	12 weeks
5 years but less than 6 years	10 days or 7 weeks	10 weeks
6 years but less than 7 years	10 days or 9 weeks	8 weeks
7 years but less than 8 years	10 days or 11 weeks	6 weeks
8 years but less than 9 years	10 days or 13 weeks	4 weeks
Over 9 years	10 days or 17 weeks  Whichever is greater in accordance with the following provisions:	0

Grand-parented part-time employees are covered by the Short Term Disability Plan with length of service determined by total hours worked (seniority) and one (1) week of benefit being the number of days an employee is scheduled to work in a week. The part-time employee who is on sick leave shall continue to be scheduled in the normal way, and then replaced if necessary.

For the purpose of clarity it is understood that “grand-parented part-time employees” are those who are in receipt of benefits as of June 27, 2008. If such part-time employee moves to full-time status they are no longer grand-parented.

The grandparenting status does not apply to full-time employees who move to part-time status.

Employees will not receive short term disability benefits for call in shifts.

Part-time employees who receive a percentage in lieu of benefits which includes payment for sick leave, are still subject to the requirements to provide Proof of Illness and other conditions as contained in Article 18. (remains status quo)

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

(a) Proof of Illness

Employees shall complete the County Sick Leave Request Form for every illness.

Any absence of more than three (3) consecutive working days or for one (1) work day:

- 1) prior to or following a paid holiday,
- 2) prior to or following any prescheduled absence,

which is to be charged as sick leave or where an employee has accumulated more than six (6) days' sickness absence in a calendar year must provide evidence of reasonable medical documentation that the employee is entitled to such leave. Failure to produce the required certificate within five (5) working days of the date of disability will result in the uncertified days of absence being charged as leave without pay.

(b) Uncertified Absence

More than four (4) individual periods of uncertified absence within the calendar year shall be charged as sick leave without pay.

(c) Notwithstanding all of the foregoing, it is understood that the first two (2) days of the 4<sup>th</sup> and subsequent periods of absence shall be charged as sick leave without pay.

If a 4<sup>th</sup> subsequent absence extends to an approved long term disability leave under the Long Term Disability plan, the County agrees to pay the employee for the two (2) days initially charged as leave without pay in accordance with this Article.

(d) Progress Report Regarding Illness

In any case of prolonged illness, the employee shall submit such periodic reports on his/her condition as the County may require.

(e) Examination by Alternate Physician

The County may require that an employee be examined by a medical practitioner satisfactory to the County and of a gender satisfactory to the employee. The County agrees to pay the cost of such examination.

(f) Exclusions

This plan does not cover disabilities or claims resulting from:

- (i) any period of disability during a specified period of maternity leave of absence. (the maternity leave of absence for which benefits are not payable will be:
  - the period commencing with the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement;
- (ii) any period of formal maternity leave taken pursuant to mutual agreement between the employee and the County; or,
  - any period for which the employee is eligible, or would have been eligible upon proper application, to collect Unemployment Insurance maternity benefits);
- (iii) any period of disability that commenced while the employee was not insured under the plan;
- (iv) intentionally self-inflicted injuries unless medical evidence establishes that the injuries are related to a medically diagnosed mental health condition;
- (v) war, service in the armed forces, or participation in a criminal act;
- (vi) accidental injuries and illnesses arising out of or in the course of employment, covered by the Workplace Safety and Insurance Act or similar legislation.
- (vii) Medical or surgical care which is not covered under the Ontario Health Insurance Plan (OHIP).

18.03 Unable to Report to Work Due to Illness

When an employee is unable to report to work because of illness, he shall whenever possible, not later than two hours before he is scheduled to be at work, inform his supervisor or the Nurse in charge that he will not be at work, and the probable length of absence if known.

#### 18.04 Sick Leave During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

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 and subsequent recovery time at home under a physician's care shall be considered sick leave.

Serious illness is described as an illness which required the employee to receive medical care and or treatments resulting in either:

- (I) The employee being an inpatient in hospital.
- (II) Would confine the employee to their residence.
- (III) Would confine the employee to medically prescribed bed rest.

Medical documentation will be required to substantiate the above.

#### 18.05 Workplace Safety and Insurance

All employees shall be covered by the Workplace Safety and Insurance Act. When an employee is in receipt of compensation benefits from the Board, the Employer shall pay one hundred percent (100%) of the group premiums not eligible for waiver of premium for a period of up to twelve months from the date of disability. After the twelve (12) month period, benefits not eligible for a waiver of premium will be discontinued.

An employee who is no longer deemed to have a compensable injury shall be placed in his former or equivalent position with the Employer.

### **ARTICLE 19 - BENEFIT PLANS**

#### 19.01 (a) Pensions

The Employer and employees agree to participate in the Canada Pension Plan and Ontario Municipal Employees Retirement Act.

19.02 The Corporation will make the following coverages available to full-time and grand-parented part-time employees in accordance with the rules and regulations of the plan and pay the agreed premium cost required.

- (a) Semi-Private Room Coverage.
- (b) A suitable group life insurance policy in the amount of two times (2 X) effective January 1, 2005, annual earnings, rounded to the next higher thousand if not already a multiple thereof.

All part-time grandparented employees will be entitled to the greater of seventy-five hundred dollars (\$7,500), or two times (2 X) effective January 1, 2005, their previous year's annual earnings, rounded to the next higher thousand if not already a multiple thereof.

- (c) Part-time grandparented employees on temporary assignment to full-time status shall receive the equivalent benefits of a full-time employee (where permitted by the plan) when the assignment exceeds six (6) months.
- (d) Coverage equivalent to Blue Cross Extended Health Care with a 10/20 deductible and vision care rider providing \$400/24 months, Effective January 1, 2026, \$450/24 months to employees and their dependants (family package), paid as follows:

The Employer shall pay seventy-five percent (75%) of the premiums for full-time employees, and fifty percent (50%) of the premiums for grandparented part-time employees, payable under Article 19.02(d).

- (e) The Employer will amend existing coverage to provide for Hearing Aids for employees (\$200/60 months), the Employer shall pay, eighty-five dollars (\$85.00) towards the cost of an eye exam, (effective January 1 2026, one hundred dollars (\$100.00)) for each employee and their dependents every twenty-four (24) months.
- (f) For full-time employees only, the County will provide fifty percent (50%) of the premium cost towards a dental plan equivalent to Blue Cross #9 (Current O.D.A. schedule of fees) providing for a nine (9) month recall for employees, their spouse and dependents. Eligibility and amount to benefit shall be subject to the terms and conditions of the policy of insurance providing such dental plan. For the purpose of clarity, grand-parented part-time employees are not eligible for dental benefits.

Note: The Total EI rebate will be payable to the Employer.

- (g) The County will continue to pay its portion of all group benefit programs not eligible for a waiver of premium during the first twenty-four (24) months of disability. After this twenty-four (24) month period, benefits not eligible for a waiver of premium will be discontinued.
- (h) Long Term Disability Plan

For full-time employees only, a Long-Term Disability with a benefit level of sixty-six and two two-thirds percent (66-2/3%) of monthly earnings to a non-medical maximum of four thousand dollars (\$4,000) per month payable to age sixty-five (65), with a twenty-four (24) month own occupation definition of disability, and a waiting period of seventeen (17) weeks. There shall be no exclusions by reason of pre-existing conditions, psychological drug or alcohol other than as provided in the Plan.

The Employer will undertake to pay one hundred percent (100%) of the annual premium for the term of this Collective Agreement.

- (i) Effective January 1, 2015, the Employer will pay up to a maximum combined total of one thousand (\$1,000.00) per person per calendar year towards Chiropractic, Massage Therapy and Physiotherapy. For clarity, this coverage is not \$1000 for each of Chiropractic, Massage Therapy and Physiotherapy.

#### 19.03 Part-time Employees % in Lieu of Benefits

Part-time employees shall receive a percent in lieu of all fringe benefits including holiday pay and sick leave (being those benefits paid to an employee in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, bereavement pay, jury and witness pay) an amount added to their hourly rate equal to twelve point five percent (12.5%) (effective March 12, 2020).

### **ARTICLE 20 - GENERAL**

#### 20.01 Pay Day

Pay shall be available every other week during banking hours at the bank of the employee's choice. In event of an Employer error, payment shall be issued as soon as possible.

#### 20.02 Relieving in Other Grade

- (a) When an employee is detailed to relieve in a position of higher rating for two (2) hours in any one day, he shall receive the rate for the position for which he is relieving for the full period of the relief.
- (b) When an employee is detailed to relieve in a position of lower rating for any period, he shall maintain his regular rate of pay.

#### 20.03 Wage Schedule and Classifications

The occupational classifications and the corresponding wage rates set out in Appendix "A" attached to this Agreement hereby established as the classifications and wage rates for the employees covered by this Agreement.

Where new positions are created or current positions reclassified, the Home will advise the Union in advance of the nature of the position and the proposed salary rate, and if the Union is not satisfied with the wage rate, the Union shall notify the Home within thirty (30) days of notification of the new rates by the Home and negotiations of the rates shall commence. Failing settlement of the rates, the dispute shall be submitted to binding arbitration as provided in Article 9, Step 3, and such new or changed classification and wage rates shall become part of this Agreement.

In the resolution of a disagreement under this Article, the Board of Arbitration shall establish a rate of pay consistent with the wage schedule set out in Appendix "A".

#### 20.04 Tools and Uniforms

- (a) The Home will provide such tools and equipment necessary to carry out the work of the Home. The Home shall also provide such safety wear when required by the Ministry of Labour or the Employer.
- (b) The Home shall pay each employee a combined footwear and clothing allowance of one hundred and forty-five (\$145.00), payable as of January 1<sup>st</sup> each year.
- (c) Effective date of ratification, each maintenance person will be paid \$200/24 months for winter jackets payable October 1 (every 24 months).

#### 20.05 Influenza Vaccine

The Parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a 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, she or he will be placed on unpaid leave during the outbreak period. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- (c) If an employee refuses to take the vaccine because it is medically contradicted, and where a medical certificate is provided to this effect, she or he 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 becomes ill as a result of the vaccination, and applies for WSIB, the Employer, upon being satisfied that the illness was so caused, will not oppose the claim.
- (e) If the full cost of such medication 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 employees' 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*.

## **ARTICLE 21 – OCCUPATIONAL HEALTH & SAFETY**

The Employer and the Union acknowledge their joint and separate role under the *Occupational Health & Safety Act*.

A Joint Health & Safety Committee shall be established and composed of representatives appointed by the Employer and representatives of the Union, in accordance with the *Occupational Health & Safety Act*.

**ARTICLE 22 - DURATION OF AUTOMATIC RENEWAL**

22.01 This Agreement shall be deemed to have come into effect January 1, 2025 and terminate December 31, 2027 and shall remain in effect from year to year thereafter unless notice of intention to revise the Agreement is given by either party within ninety (90) days before the expiry date. At least ten (10) days prior to the date agreed to for the first meeting for re-negotiating this Agreement, the parties will exchange their proposed amendments, if any, so that the other party may have an opportunity to prepare all necessary information to discuss such amendments.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133

*Bob Mullin*  
\_\_\_\_\_  
Bob Mullin (2025-09-08 18:00:46 EDT)  
Bob Mullin (Warden)

*Christina Lasher*  
\_\_\_\_\_  
Christina Lasher (2025-09-08 16:19:10 EDT)  
Christina Lasher

*Cathy Bradley*  
\_\_\_\_\_  
Cathy Bradley  
(Director of Legislative Services/County Clerk)

*Richelle Young*  
\_\_\_\_\_  
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*Kate Draper*  
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*Cindy O'Brien*  
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*Roxanne Cunningham*  
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*Lois Holmes*  
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Lois Holmes (2025-09-09 07:46:06 EDT)  
Lois Holmes

\_\_\_\_\_

*Shannon Parker*  
\_\_\_\_\_  
Shannon Parker

mh:cope491 August 20, 2025

## APPENDIX “A” WAGE RATES

Classification	Jan 1/25	Jan 1/26	Jan 1/27
	3.50%	3.50%	3.50%
Housekeeping Aide			
Laundry Aide			
Dietary Aide	<b>\$ 25.69</b>	<b>\$ 26.59</b>	<b>\$ 27.52</b>
<i>Probationary Rate</i>	<i>\$ 25.44</i>	<i>\$ 26.34</i>	<i>\$ 27.27</i>
Cook	<b>\$ 26.59</b>	<b>\$ 27.52</b>	<b>\$ 28.48</b>
<i>Probationary Rate</i>	<i>\$ 26.34</i>	<i>\$ 27.27</i>	<i>\$ 28.23</i>
Lead Hand	<b>\$ 27.00</b>	<b>\$ 27.95</b>	<b>\$ 28.92</b>
<i>Probationary Rate</i>	<i>\$ 26.75</i>	<i>\$ 27.70</i>	<i>\$ 28.67</i>
Maintenance Person	<b>\$ 27.47</b>	<b>\$ 28.43</b>	<b>\$ 29.43</b>
<i>Probationary Rate</i>	<i>\$ 27.22</i>	<i>\$ 28.18</i>	<i>\$ 29.18</i>
Maintenance Specialist	<b>\$ 28.70</b>	<b>\$ 29.70</b>	<b>\$ 30.74</b>
<i>Probationary Rate</i>	<i>\$ 28.45</i>	<i>\$ 29.45</i>	<i>\$ 30.49</i>
Recreation Aide	<b>\$ 28.43</b>	<b>\$ 29.43</b>	<b>\$ 30.46</b>
<i>Probationary Rate</i>	<i>\$ 28.18</i>	<i>\$ 29.18</i>	<i>\$ 30.21</i>
Health Care Aide/Personal Support Worker	<b>\$ 31.75</b>	<b>\$ 32.86</b>	<b>\$ 34.01</b>
<i>Probationary Rate</i>	<i>\$ 31.50</i>	<i>\$ 32.61</i>	<i>\$ 33.76</i>
Registered Practical Nurse	<b>\$ 38.14</b>	<b>\$ 39.47</b>	<b>\$ 40.85</b>
<i>Probationary Rate</i>	<i>\$ 37.89</i>	<i>\$ 39.22</i>	<i>\$ 40.60</i>

Retroactivity on wages will only be paid to current employees only.

The rate for probationary employees shall be \$.25 cents less than the rate for applicable classification.

PAYROLL ADVANCE – Repayment plan of \$5.00 per pay. Employees may agree to a higher payment schedule. Employees may elect to clear their balance from retroactivity.

LETTER OF UNDERSTANDING #1 - Contracting Out

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

The Employer will not contract out any work which will result in an employee in the bargaining unit being laid off or reduction of normal working hours of any bargaining unit employees.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133

*Bob Mullin*

Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Christina Lasher*

Christina Lasher (2025-09-08 16:19:10 EDT)

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*Richelle Young*

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Roxanne Cunningham (2025-09-09 10:52:17 EDT)

Roxanne Cunningham

*Lois Holmes*

Lois Holmes (2025-09-09 07:46:06 EDT)

Lois Holmes

*Shannon Parker*

Shannon Parker

LETTER OF UNDERSTANDING #2 - Part-Time Replacing Full-Time

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

It is understood and agreed that part-time employees who replace full-time employees shall be scheduled or called in to work a regular seven and one-half (7 ½) hour shift or to work the remainder of the available shift. Part-time employees shall not be scheduled or called in to work shifts of less than four (4) hours.

In the event a shift of less than seven and one-half (7 ½) hours is introduced on an ongoing basis, part-time employees shall have an opportunity to volunteer for permanent assignment to such a shift.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

*Bob Mullin*

Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Cathy Bradley*

Cathy Bradley

(Director of Legislative Services/County Clerk)

ON BEHALF OF THE CANADIAN  
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*Shannon Parker*

Shannon Parker

mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #3 - Trial Period Part-Time Weekend Off

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

It is hereby understood and agreed that the Parties are prepared to implement a trial period wherein part-time employees would be scheduled to have every other weekend off. This trial period will be for a six month period and subject to discontinuance if the scheduling creates difficulties in proper staff complement at the Home. Any schedules agreed to may be cancelled by either party on at least ninety (90) days' notice. The trial period may be continued past the six month period with the agreement of the Parties.

To assist in the implementation of the trial period, it is agreed:

1. That the Employer may pre-schedule casual employees for weekend work.
2. That Part-time employees may volunteer for additional shifts on weekends and that working such shifts will not necessitate the payment of overtime under the terms of the Collective Agreement nor will they count against the employee when considering the equitable distribution of available call-in shifts.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

*Bob Mullin*

Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Cathy Bradley*

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*Lois Holmes*

Lois Holmes (2025-09-09 07:46:06 EDT)

Lois Holmes

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*Shannon Parker*

Shannon Parker

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mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #4 - Health & Safety

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

It is a mutual interest of the parties to promote health and safety in workplaces and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of employer and employee under the Occupational Health and Safety Act.

The Occupational Health and Safety Committee will recommend appropriate solutions to promote health and safety in the workplaces, including, but not limited to: Violence in the Workplace (including verbal abuse).

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133

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*Shannon Parker*

Shannon Parker

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mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #5 - Master Rotation

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

Those Employees whose working schedule is not consistent with the master rotation shall have their actual work schedule “grand personed” so long as they so request.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133

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*Shannon Parker*

Shannon Parker

mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #6 - Labour Management Committee

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

The parties agree that upon ratification of the collective agreement, to refer the following issues to the Labour Management Committee for consideration:

- 1) Part-time job shadowing
- 2) Working short
- 3) Other issues relevant to scheduling that may arise
- 4) Orientation
- 5) Modified Work
- 6) Violence & Harassment in the Workplace

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133

*Bob Mullin*

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Roxanne Cunningham

*Lois Holmes*

Lois Holmes (2025-09-09 07:46:06 EDT)

Lois Holmes

*Shannon Parker*

Shannon Parker

LETTER OF UNDERSTANDING #7 - Maintenance On-Call Process

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

WHEREAS Hastings Manor and Hastings Centennial Manor Long Term Care Homes are operational twenty-four (24) hours per day seven (7) days per week.

AND WHEREAS the Maintenance Department at the Homes are staffed with employees working day shifts seven (7) days per week;

AND WHEREAS there are times when a Maintenance Employee is required to assist with the operations of the facility outside of regularly scheduled working hours;

AND WHEREAS the parties agree it would be mutually beneficial to have Maintenance Employees Scheduled as ON-call on a rotating basis.

THEREFORE the parties agree as follows:

1. An On-call process will be implemented.
2. On-call pay shall be defined as a premium received by an Employee in the Maintenance Department as a result of the Employee being available on an on-call basis outside of the Employee's scheduled working hours.
3. Subject to operational requirements, and at the discretion of the Employer, On-call responsibilities may be assigned to Bargaining Unit Employees working in the Maintenance Department.
4. During the On-call period, the Employer will provide the Employee with a Blackberry. The Employee shall endeavour to report to work within forty-five (45) minutes of receiving the call.
5. On-call premium: \$35.00 per day
6. The accrual of call-back time will commence upon the Employee's arrival at the Home.
7. If an employee is called back to work after leaving the premises of the Home, he shall be paid a minimum of three hours at his regular rate.
8. There will be no reimbursement of mileage for call-back.

9. The Hastings Centennial Manor Maintenance Staff will be scheduled to work one (1) weekend in three (3).
10. The Hastings Manor Maintenance Staff will be scheduled to work one (1) weekend in four (4).

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
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Lois Holmes

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*Shannon Parker*  
\_\_\_\_\_  
Shannon Parker

mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #8 - Shift Exchanges

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

HASTINGS CENTENNIAL MANOR

The parties agree that upon ratification of the collective agreement, to implement the following for shift exchanges for a 6-month trial period:

- 1) An employee may be permitted to exchange his or her scheduled hours of work with any other employee. The employee shall find his or her own replacement and the request is submitted in writing to his or her Supervisor at least forty-eight (48) hours prior to the shift in question.
- 2) If approved, such arrangements will not result in requirements of any overtime payment by the Employer. In special circumstances, the Employer agrees to consider requests for additional exchange days.
- 3) If one of the parties in a shift exchange does not report for his or her shift without an explanation satisfactory to the Employer, that person will have his or her shift exchange privileges revoked for a period of twelve (12) months.
- 4) The provision of this Letter of Understanding may be cancelled by either party by giving at least thirty (30) days notice.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133



Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

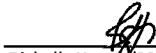


Christina Lasher (2025-09-08 16:19:10 EDT)

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Cathy Bradley  
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Lois Holmes (2025-09-09 07:46:06 EDT)

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Lois Holmes

*Shannon Parker*

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Shannon Parker

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mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING # 9 - Part-Time Scheduling

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

HASTINGS CENTENNIAL MANOR

WHEREAS the parties are prepared to implement a rotating template schedule for all Part-Time staff classifications (as attached);

AND WHEREAS Part-Time employees will be permitted to choose, in order of seniority, their dedicated line on the attached schedule;

NOW THEREFORE The parties agree as follows:

1. To implement the following equitable scheduling guidelines for a trial period of 6 (six) months;
2. If either party wishes to discontinue the rotating template schedule, this agreement may be cancelled at the discretion of either party upon at least 60 (sixty) days written notice;
3. By mutual agreement of both parties, the trial period may be extended beyond 6 (six) months;
4. Notwithstanding any of the foregoing, after the part-time pool has been scheduled all available shifts without incurring OT, casual staff may be pre-scheduled for shifts during the week throughout the months of June, July, August and December as needed;
5. The following guidelines will be utilized in the implementation of the rotational schedule template:
  - a. Article 15.06 - Schedule work within classification on an equitable basis;
    - i. Equitable basis will refer to the number of shifts an employee is scheduled to work on the rotation;
  - b. Additional shifts will be given to the most senior part-time employees in the part time pool that is eligible (hours first, # shifts secondary) without incurring overtime.

c. Rotational Scheduled part-time staff would be:

- i. Scheduled to a dedicated line (Days, Evenings or Nights);
  - ii. Shifts will not be limited to a specific work location and will be scheduled throughout the building on all wings;
  - iii. Additional shifts being added will not follow the assigned line, and could be scheduled for days, evenings or nights subject to operational requirements and the needs of resident care.
6. Should an employee move to a temporary position, they shall have the right to return to their original dedicated line at the completion of the temporary position. Any adjustment of hours as a result of an individual returning to their original dedicated line shall not constitute a layoff.
7. Part-time shall be entitled to exercise their seniority in selecting preferences for assignment to shifts. Where there is a conflict in shift preference, the more senior employee's preference will be granted. *Examples of shift assignments: Days, Evenings, Nights, Floats, Bath positions. Timeframes will align with Article 15.03.*

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

*Bob Mullin*  
Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Cathy Bradley*

Cathy Bradley  
(Director of Legislative Services/County Clerk)

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

ON BEHALF OF THE CANADIAN  
UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1133

*Christina Lasher*  
Christina Lasher (2025-09-08 16:19:10 EDT)

Christina Lasher

*Richelle Young*  
Richelle Young (2025-09-09 08:49:00 EDT)

Richelle Young

*Kate Draper*  
Kate Draper (2025-09-08 16:16:30 EDT)

Kate Draper

*Cindy O'Brien*  
Cindy O'Brien (2025-09-08 20:23:47 EDT)

Cindy O'Brien

*Roxanne Cunningham*  
Roxanne Cunningham (2025-09-09 10:52:17 EDT)

Roxanne Cunningham

*Lois Holmes*  
Lois Holmes (2025-09-09 07:46:06 EDT)

Lois Holmes

*Shannon Parker*

Shannon Parker

LETTER OF UNDERSTANDING #10 - Pay Equity Maintenance

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

The parties agree that future review, for the purposes of ensuring the Employer's obligation to Maintain Pay Equity, will take place concurrent with future collective bargaining for the renewal of this and subsequent collective agreements.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

*Bob Mullin*

Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Cathy Bradley*

Cathy Bradley  
(Director of Legislative Services/County Clerk)

ON BEHALF OF THE CANADIAN  
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AND ITS LOCAL 1133

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Roxanne Cunningham

*Lois Holmes*

Lois Holmes (2025-09-09 07:46:06 EDT)

Lois Holmes

*Shannon Parker*

Shannon Parker

mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #11- Pay Equity

BETWEEN

CORPORATION OF THE COUNTY OF HASTINGS

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 1133

Further to the following Pay Equity Plans for the CUPE 1133 Bargaining Units:

February 13, 1990 Hastings Centennial Manor;  
April 10, 1990 Hastings Manor Belleville;  
July 6, 1994 Amendments to both HCM & HM Plans;  
October 18, 2017 Letter of Understanding Pay Equity Maintenance;  
October 18, 2017 Letter of Understanding Article 20.03;

And in accordance with the Pay Equity Act, 1987;

The parties agree that the Pay Equity has been maintained up to including the date of signing of this memorandum of settlement and are satisfied that this Collective Agreement maintains Pay Equity for members of this bargaining unit for the duration of this contract.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

*Bob Mullin*  
Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Cathy Bradley*

Cathy Bradley  
(Director of Legislative Services/County Clerk)

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Lois Holmes (2025-09-09 07:46:06 EDT)

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Lois Holmes

*Shannon Parker*

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Shannon Parker

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mh:cope491 August 20, 2025

LETTER OF UNDERSTANDING #12 - Weekend Worker

BETWEEN

COUNTY OF HASTINGS

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1133

NOTWITHSTANDING the letter of understanding "Trial Period Part-Time Weekend Off; and Article 15.04

AND WHEREAS the parties agree that a Weekend Worker Schedule would be mutually beneficial for all Departments;

NOW THEREFORE the parties agree as follows:

The introduction of a weekend worker schedule will be subject to mutual agreement between the Union and the Employer. The Employer reserves the right to determine the number of weekend worker positions. The initial weekend worker schedule will be on a trial basis for a period of up to six (6) months, subject to review by the Union and the Employer before confirmation.

1. A weekend Worker shall only be prescheduled to work shifts on a weekend.
2. For the purposes of this agreement only, the weekend shall be defined as Friday 0700 hours to Monday 2330 hours.
3. A weekend Worker shall have the ability to work additional call in shifts over and above their prescheduled weekend schedule.
4. For the purposes of the implementation of a weekend worker schedule only, weekend premium payment shall be paid for all hours worked between the hours outlined above in item 2.
5. The implementation of the weekend worker schedule shall not constitute the requirement for the Employer to pay overtime/premium payment as a result of working back to back weekends.
6. A weekend worker schedule will be offered to those employees who have submitted their interest in writing requesting a weekend worker rotation. Such request shall be considered on an individual basis and shall be at the sole discretion of the Employer, and may include casual employees working in a Temporary Part-time capacity.
7. The employer shall have the right to backfill, the vacancy creating by moving the existing employee to the weekend rotation, on a temporary basis.

8. For clarity: this agreement is not applicable to:
- a. A staff member who is regularly scheduled to work every-other weekend, and who volunteers to work extra shifts on their weekend off;
  - b. The regular part-time worker who is scheduled on shift on the Friday or Monday, with their regular weekend to work.
9. Either party may discontinue a weekend worker schedule with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties to discuss the discontinuation. It is understood and agreed that such discontinuation shall not be unreasonable or arbitrary. Further it is understood that not layoff shall occur as a result of reverting back to a regular schedule.

SIGNED at Belleville, Ontario, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ON BEHALF OF THE CORPORATION  
OF THE COUNTY OF HASTINGS

*Bob Mullin*

Bob Mullin (2025-09-08 18:00:46 EDT)

Bob Mullin (Warden)

*Cathy Bradley*

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mh:cope491 August 20, 2025