

COLLECTIVE AGREEMENT

Between

The Corporation of the County of Frontenac
(Hereinafter called the “Employer”)

And

Canadian Union of Public Employees
And Its Local 2290
(Hereinafter called the “Union”)

January 1, 2024 to December 31, 2026

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations, and
- (4) To promote the morale, and well-being of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

ARTICLE 2 – MANAGEMENT FUNCTIONS

2.01 The Union recognizes that the management of Fairmount Home and the direction of the working forces are fixed exclusively in the Corporation and shall remain solely with the Corporation except as specifically limited by the provisions of this Agreement and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Corporation to:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, assign, discharge, direct, select, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim that a non-probationary employee has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Determine job rating or classification in consultation with the Union.
- (d) Determine the hours of work, work assignments and methods of doing work.
- (e) Put into effect, enforce and alter rules and regulations governing the conduct of employees.
- (f) Generally to manage the County of Frontenac at the Fairmount Home and, without restricting the generality of the foregoing, plan, direct and control operations, determine the number of personnel required from time to time, the standards of performance for all employees, the methods, procedures, machinery and equipment used, schedule of work and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in the Agreement.

The Employer agrees that these management functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

- 2.02 The Employer agrees to exercise its management functions in a non-discriminatory manner consistent with the terms of this Collective Agreement. Nor shall these functions be used in a manner which would deprive any present employee of their employment save and except as provided in this Collective Agreement.

ARTICLE 3 – RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 2290 as the sole and exclusive bargaining agent for the employees of the County of Frontenac at the Fairmount location in the City of Kingston, save and except Administrator, Director of Resident Care, Assistant Director of Resident Care, Manager of Food Services, Manager of Environmental Services, Co-coordinator of Religious and Spiritual Care, Human Resources Specialist – Labour Relations, the Human Resources Generalist/Researcher, Occupational Health Nurse, Chief Administrative Officer, Treasurer, Manager of Economic Development, Manager of Sustainability Planning, Deputy Clerk, Deputy Treasurer, Supervisor of Information Technology, three (3) Administrative Secretaries, all Emergency and Transportation Services Department staff members.
- 3.02 Employees identified in Article 3.01 as being exempt from the provisions of this Agreement shall not perform any of the jobs which are included in the bargaining unit, except in the case of an emergency or for the purpose of instructing employees, or where it would be appropriate for an employee identified in Article 3.01 to respond to requests from residents or unless mutually agreed to by the parties.
- 3.03 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 3.04 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.
- 3.05 Students/Planning Interns hired for their normal school vacation period shall not be covered by the following Articles in this contract:

Article 13 – Seniority
Article 15 – Job Promotions and Staff Changes
Article 16 – Lay-offs and Recalls
Article 19 – Paid Holidays
Article 20 – Vacations
Article 21 – Sick Leave & LTD
Article 22 – Leave of Absence
Article 24 – Employee Benefits

- (a) Students will be paid eighty percent (80%) of step one of the Support Services Aide-Housekeeping/Laundry Aide and Receptionist wage band. If a student returns for a second year, they will be paid eighty percent (80%) of step two. If the student returns for a third year, they will be paid eighty percent (80%) of step three of the band.
- (b) Planning Interns will be paid ninety percent (90%) of step 1 of the Housekeeping/Laundry Aide wage band. If an Intern returns for a second year, they will be paid ninety percent (90%) of step two. If the Intern returns for a third year, they will be paid ninety percent (90%) of step three of the band.

Vacation pay for students shall be at the rate of four percent (4%) of gross earnings payable with each bi-weekly pay.

No students shall be hired to work as Registered Nurses, Registered Practical Nurses, Health Care Aides, Personal Support Workers or Cook.

ARTICLE 4 – CIVIL RIGHTS

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

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01 All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.

ARTICLE 6 – CHECK OFF UNION DUES

- 6.01 The Employer shall deduct from every employee any monthly dues in accordance with the Union constitution and by-laws.
- 6.02 Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month accompanied by a list of the names, addresses, classifications and the number of hours worked that month of employees from whose wages the deductions have been made.

- 6.03 At the same time the Income Tax (T-4) slips are made available, the Employer shall type on the T-4 slip the amount of Union dues paid by such employee in the previous year.
- 6.04 The Union agrees to indemnify the Employer and save it harmless against any and all claims that may arise in complying with the provisions of Article 6.

ARTICLE 7 – UNION SECURITY

- 7.01 The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and give each new employee a copy of this Agreement. An electronic and print copy shall be available.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator and the President and the Secretary of the Union with a copy to the Chief Administrative Officer, Human Resources and the CUPE National Representative for Fairmount Home.

All correspondence between the parties, arising out of this agreement or incidental thereto shall pass to and from the Chief Administrative Officer and the President and the Secretary of the Union with a copy to Human Resources, Administrator and the CUPE National Representative for the County Administration.

ARTICLE 9 – LABOUR-MANAGEMENT COMMITTEE

- 9.01 It is agreed that a joint committee will be established with four (4) representatives from Local 2290 of the Canadian Union of Public Employees, inclusive to the CUPE National Servicing Representative (when available) and the Employer. This Committee shall meet at the written request of either party to discuss matters of mutual concern which matters may not necessarily be covered by the terms of any existing agreements. The fundamental purpose of the Committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This Committee shall have the power to recommend, but no power to affect changes in the existing Agreement with Local 2290.
- 9.02 The Employer agrees to recognize a Union Negotiating Committee of not less than three (3) employees and not more than four (4) employees.
- 9.03 The Employer agrees to recognize a Union Grievance Committee consisting of the President, Recording Secretary, Chief Steward and the Steward involved with the grievance. The Grievor may be in attendance throughout the grievance procedure.

9.04 The Parties agree that the Employer, Union and employees will comply with the provisions of the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1, and amendments thereto and Regulations hereunder and also agree that the Union shall have the right to have three (3) representatives on the Safety Committee.

9.05 The Union agrees to notify the Employer, in writing, of the names of the officers, committee members and stewards who are elected or appointed to act on behalf of the Union before the Employer shall be required to recognize them. Such notice shall be within fifteen (15) days of their election or appointment.

The Employer will inform the Union who will be on its Negotiating Committee.

9.06 Employees on any of the above committees shall suffer no loss of wages when meeting with Management during their regular working hours.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 In order to provide an orderly and speedy procedure for the setting of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents in preparing and presenting their grievance in accordance with the grievance procedure.

10.02 The Employer will recognize a total of seven (7) Stewards elected by the membership.

10.03 The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor. In obtaining such permission, the expected length of absence shall be stated. The Supervisor may require the Steward to return to work should the Employer's operations require and the Steward shall report to their Supervisor at the time of their return to work. Such leave will not be unreasonably withheld.

10.04 A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

10.05 An earnest effort shall be made to settle grievances fairly and promptly in the following manner.

It is understood that an employee has no grievance until they have first given their immediate Supervisor or designate an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their supervisor within (5) working days after the circumstances giving rise to the complaint have occurred. The Supervisor shall communicate their reply to the complaint within three (3) working days thereafter and if not satisfied, the complainant may file a written grievance in the following manner and sequence:

Step 1

The aggrieved employee(s) will submit the grievance to their Steward. If the employee's Steward is absent, they may submit their grievance to the Chief Steward and/or another member of the Grievance Committee. The grievance shall state the facts giving rise to the grievance, the Article of this Collective Agreement allegedly violated and the remedy sought. The grievance shall be signed by the grievor and/or Steward/a member of the Grievance Committee. They will submit a grievance to the employee's department Supervisor within five (5) working days following the Supervisor's reply to the employee. The Supervisor shall convene a meeting with the grievor and a Union Steward within five (5) working days of submission of the grievance and shall submit their answer in writing within five (5) working days after the meeting was held.

Step 2

Failing settlement of the grievance at Step 1, the Union shall submit the grievance to the Administrator or applicable Director (Director of Care, Director of Planning and Economic Development, or Director of Corporate Services/Treasurer.) A mutually agreeable date shall be agreed upon by the parties for presentation and discussion of the grievance. Such meeting shall take place within twenty (20) working days of the filing of the grievance at Step 2. The Administrator or applicable Director (Director of Care, Director of Planning and Economic Development, or Director of Corporate Services/Treasurer.) shall render their decision within five (5) working days after a meeting has been held.

In this Article, "working days" shall exclude Saturdays and Sundays, even though an employee may work on these days.

- 10.06 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed.
- 10.07 Grievances and replies to grievances stating reasons shall be in writing at all stages.
- 10.08 Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement.

ARTICLE 11 – ARBITRATION

- 11.01 Failing a settlement being reached in the grievance procedure above, the Union or the Employer may refer the grievance to Arbitration within sixty (60) calendar days of the date of the Administrator's decision at Step 2.
- 11.02 When either party requests that a grievance be submitted to arbitration the request shall be made via email, addressed to the other party, indicating the name of its nominee to an arbitration board. Both the Union and Employer shall endeavour to utilize mediation services prior to arbitration hearing.

Within fifteen (15) days thereafter, the other party shall answer via email, indicating the name and address of its nominee to the arbitration board. The two nominees shall then select an impartial Chair.

- 11.03 If the party receiving the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a Chair within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 11.04 The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- 11.05 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding, and enforceable on all parties and may not be changed. The Board of Arbitration shall not 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 a grievance by any arrangement which it deems just and equitable.
- 11.06 Each party shall pay:
- (1) The fees and expenses of the appointee it appoints.
 - (2) One-half of the fees and expenses of the Chair.
- 11.07 The time limits fixed in both the grievance and arbitration procedure may be extended by the mutual consent of the parties.
- 11.08 The Employer agrees that any written statement against any member of the Union by another member of the Union shall not be used in an arbitration unless the Union member giving the statement is called as a witness.
- 11.09 Notwithstanding the above provisions the parties may agree on a sole arbitrator to determine a grievance which had been properly referred to arbitration.

ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 A claim by an employee (who has completed their probationary period and who has been discharged from their employ) that their discharge or suspension was without just cause shall be treated as a grievance if their written statement is lodged with the Employer within five (5) days of their discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.
- 12.02 Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or, if necessary, a Board of Arbitration.

- 12.03 An employee who has completed their probationary period may be discharged but only for just cause. When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 12.04 An employee who has not completed their probationary period may be terminated if, in the opinion of the Employer, the employee is unsuitable for employment.
- 12.05 The record of an employee shall not be used against them at any time in the following instances:
- (a) When eighteen (18) months have elapsed since a suspension, provided there has been no recurrence of a similar and/or other infraction.
 - (b) When eighteen (18) months have elapsed since the issuance of a letter of reprimand provided there has been no recurrence of a similar and/ or other infraction.
- 12.06 Access to Personnel File
- Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of a staff member of the Human Resources Department.
- 12.07 In incidents involving Resident abuse and/or intentional neglect and investigated by the Ministry, letters of suspension will remain on the Employee file indefinitely.

ARTICLE 13 – SENIORITY

13.01

- (a) Seniority is defined as the length of continuous service within the bargaining unit since the original date of employment for employees who commenced employment with the Employer as:
- Full-time
 - Part-time with eight (8) scheduled shifts per pay period [part-time (PT8)]
 - Part-time with seven (7) scheduled shifts per pay period [part-time (PT7)]
 - Part-time with six (6) scheduled shifts per pay period [part-time (PT6)]
 - Part-time with four (4) scheduled shifts per pay period [part-time (PT4)]
 - Part-time with up to four (4) scheduled shifts per pay period [part-time (PT1)].

- (b) Seniority, for employees who commenced employment with the Employer as casual employees and who have completed the probationary period referred to in Article 13.03, is defined as the length of continuous service within the bargaining unit since the date of full time, part-time (PT8), part-time (PT7), part-time (PT6), part-time (PT4) or part-time (PT1) status plus one month for every one-hundred and fifty (150) hours worked for the Employer prior to attaining full time, part-time (PT8), part-time (PT7), part-time (PT6), part-time (PT4) status or part-time (PT1) status.

Seniority shall operate on a bargaining unit wide basis.

- 13.02 The Employer shall maintain a seniority list showing the seniority date for each full-time, part-time (PT8), part-time (PT7), part-time (PT6), part-time (PT4) and part-time (PT1) employee. An up-to-date seniority list shall be sent to the Union and posted on all appropriate bulletin boards in January of each year.

Discrepancies in seniority must be brought forward to the Human Resources Manager within sixty (60) days of the list being posted.

- 13.03 A newly hired full-time employee shall be on probation for a period of sixty (60) regular working shifts from the date of hiring. Part-time (PT8), part-time (PT7), part-time (PT6), part-time (PT4), part-time (PT1), and casual employees shall be on probation for a period of eighty (80) regular working shifts from the date of hire.

During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement with the exception of grievance rights against discipline or discharge which shall be at the sole discretion of the Employer. After completion of the probationary period, seniority shall be calculated as outlined in Article 13.01. The Employer may extend the probationary period of any employee for a period of up to a further twenty (20) regular working shifts and shall notify the Union and the employee of such extension.

- 13.04 An employee shall not lose their seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer. Subject to the provisions of this Collective Agreement an employee shall be deemed to have been terminated and, if the employee has seniority, lose all seniority if:
1. They quit.
 2. They are discharged for just cause and are not reinstated.
 3. They are absent from work without prior permission for five (5) consecutive working days unless for reasons satisfactory to the Employer.
 4. They fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause where they have so notified their Employer.

5. They are laid off for a period of longer than two (2) years.
 6. They are absent from work for a period of two (2) years after exhaustion of sick leave.
 7. They are absent from work for a period of two (2) years due to injury covered by the Workers' Safety and Insurance Board.
 8. They fail to provide proof of certification upon request.
- 13.05 No employee shall be transferred to a position outside the bargaining unit without their consent.

Where an employee posts into a temporary non-union position with the Employer, they will retain their seniority for a period of up to twelve (12) months, or the duration of a pregnancy and parental leave or a long term disability leave.

Seniority will not accumulate during the time the employee is fulfilling a position outside of the bargaining unit.

An employee must return to the bargaining unit following completion of the temporary position outside of the bargaining unit, for a minimum of twelve (12) months.

- 13.06 No employee shall lose their right to accumulate seniority, save and except in the case of leaves of absence in excess of thirty (30) days (excluding leaves allowed by Act or statute or approved education leave).
- 13.07 For employees who share the same seniority date, the most senior employee will be determined to be the individual who successfully reaches the end of their probationary period first. Where employees have the same seniority date and complete their probationary period at the same time, the seniority date will be determined in alphabetical order by Last Name.

ARTICLE 14 – YEARS OF SERVICE

- 14.01 A claim for recent relevant clinical experience by an NP, RN or RPN shall be made in writing by the applicant at the time of application for employment. The applicant shall provide verification of previous experience. Having determined acceptable relevant clinical experience, the Employer will credit a new employee with an annual service increment for each 1,950 hours of previous service, up to the maximum of the wage grid as per Schedule "A".
- 14.02 If a period of more than two (2) years has elapsed since the nurse has occupied a full-time or part-time nursing position, then the Employee shall be placed, after completion of the probation period, at the Start-Rate for the classification after completion of the probationary period.

14.03 Newly hired registered nursing staff shall receive two weeks' vacation after completion of their probationary period.

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 When a vacancy or new position is created inside the bargaining unit, the Employer shall notify the Union and the bargaining unit members electronically and post electronically for seven (7) working days as well as, a listing of all current postings in an area mutually identified by the Employer and the Union.

Where a position is posted externally and remains vacant after ninety (90) days, the Employer may repost the position internally for a period of seven (7) working days.

15.02 Both parties recognize in making staff changes, transfers or promotions the following factors shall be considered:

- (1) The principle of promotion within the service of the Employer.
- (2) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications.

In the filling of vacancies, preference shall be given to full-time permanent FT, PT-8, PT-7, PT-6, PT-4 and PT-1 employees prior to casual employees.

For the purpose of this Article only, casual employees shall, at the time of application have seniority determined in accordance with Article 13.01 (b).

15.03 The successful applicant shall be placed on trial for a period of sixty (60) regular working shifts. Conditional on satisfactory service and ability and suitability, the employee shall be declared permanent after the trial period. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of their new job classification, they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

15.04 The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

15.05 (a) When a full-time, part-time (PT8), part-time (PT7), part-time (PT6) or part-time (PT4) or part-time (PT1) employee is absent or expected to be absent from work for four (4) weeks or more, their position shall be posted as a temporary vacancy.

Absences related to specialized positions or individual contributor positions for which there is no casual pool of employees from which to backfill, the Employer reserves the right to post the position immediately.

- (b) It is understood that an employee who fills a temporary vacancy does not change their full-time, part-time (PT8), part-time (PT7), part-time (PT6), part-time (PT4) or part-time (PT1) status while in the temporary position. If a permanent full-time, part-time (PT8), part-time (PT7) or part-time (PT6) takes a temporary position which offers them lesser hours, their vacation, paid holidays, sick benefits and benefits will be pro-rated to reflect their temporary status. If they take a temporary part-time (PT1) or part-time (PT4) position they must pay the Employer and employee share of their benefit costs at the level of their permanent position.

The procedure for filling a temporary vacancy shall be as set out in Articles 15.01, 15.02 and 15.04 with the following exceptions:

- (i) An employee already working in a temporary position is not eligible to apply for another temporary vacancy unless he is within two (2) weeks from the end of their current temporary position.
 - (ii) Notwithstanding (i) above, an employee already in a temporary position may apply if the posted temporary position offers them a change of hours or classification.
 - (iii) The temporary posting will indicate the expected length of time of the temporary position.
 - (iv) In the event the actual length of time is shorter than expected, the employee in the temporary position will be given two (2) weeks' notice.
 - (v) In the event the expected length of time is longer than originally anticipated, the employee filling the temporary position must be provided with two (2) weeks' notice prior to the expiration date originally posted.
 - (vi) In the event the temporary employee chooses to not remain in the temporary position, the position shall be posted as a temporary vacancy.
- (c) The successful applicants shall be placed on trial for a period of thirty (30) regular working shifts. In the event that the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of their new job classification, or by mutual agreement they shall be returned to their former position, wage or salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

- (d) If the temporary vacancy ends and the employee does not return to work, the temporary position shall be posted as a permanent position in accordance with Articles 15.01, 15.02, 15.03 and 15.04.
 - (e) If a full-time, part-time (PT8), part-time (PT7), part-time (PT6) or part-time (PT4), part-time (PT1) permanent position is being filled by a casual or part-time employee for more than thirty (30) days, the position will be posted and filled.
- 15.06 (a) Should a posting need to be rescinded due to error or other circumstance, the union will be notified by email and the reasons for the cancellation, by Human Resources or designate.
- (b) If the job is reposted applicants will have to submit new applications for the position.

ARTICLE 16 – LAY-OFFS AND RECALLS

16.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided employees being retained are qualified to do the work available.

16.02 Employees shall be recalled in the order of the seniority list provided they are qualified to do the work available. The posting procedure in this Agreement shall not apply until the recall process has been completed.

Employees shall be recalled to their previous or equivalent classification but such recall shall not produce promotion.

Employees on lay-off are not required to accept recall to casual a position and can elect to remain on lay-off.

16.03 No new employee shall be hired into the bargaining unit until those laid off have been given an opportunity of recall, subject to Article 13.04.

16.04 For employees with over five (5) years seniority who are to be laid off, those employees shall receive a minimum of twenty (20) working days' notice prior to the effective date of the lay-off or shall be paid a minimum of twenty (20) days' pay in lieu of notice at the option of the Employer.

For employees with less than five (5) years seniority who are to be laid off, those employees shall receive a minimum of ten (10) working days' notice prior to the effective date of the lay-off or shall be paid a minimum of ten (10) days' pay in lieu of notice at the option of the Employer.

Meet with the Union through the Labour Management committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

- 16.05 The Employer agrees to pay its share of coverage for all employee benefit plans for employees who have benefits and who are laid off. The coverage shall be for the period of the lay-off or the first ninety (90) calendar days of the layoff, whichever occurs first, provided that the employee pays their share of the said benefit plans and conditional that an employee who takes employment outside of the bargaining unit shall forfeit their rights under this Article.
- 16.06 For employees who are members of the bargaining unit, grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 17 – HOURS OF WORK

- 17.01 (a) The normal work week for regular full-time employees, unless noted below, shall be 7.5 hours in a day and 37.5 hours in a week, exclusive of eating periods, but inclusive of two (2) fifteen minute rest periods. The provisions of this paragraph are intended only to provide a basis for calculating overtime.
- (b) Notwithstanding the foregoing, over thirty-seven and one half (37.5) hours may be worked in one week to be equalized in the following week for the convenience of all concerned without overtime rates and provisions applying, provided that no full-time employee shall be required to work more than seventy-five (75) hours in a pay period without overtime rates and provisions applying.
- (c) The Employer, when developing its schedules shall make every effort to ensure that full-time employees work every third weekend, and part-time (PT8), part-time (PT7), part-time (PT6), and part-time (PT4) employees have every third weekend off.
- (d) Where shifts are in existence, a rotation of shifts shall occur each six (6) week period with employees being scheduled to work afternoon and night shifts or early and late shifts on an equitable basis.
- 17.02 The schedules of employees shall be posted one (1) month in advance.

For Maintenance, Laundry and Housekeeping staff, short notice shift change due to operational/environmental issues are acceptable, when mutually agreed upon by the staff member and the Manager/alternate and the union will be notified of such changes.

- 17.03 Employees shall be entitled to a fifteen (15) minutes break in the first and second half of each shift. It is understood that the operation of the Home will not be affected by the lunch or break periods.

- 17.04 (a) Vacant shifts will be first offered out to eligible staff in the applicable classification by seniority at straight time.
- (b) If the shift remains unfilled after offering to all eligible staff in the applicable classification, then the shift will be offered in accordance with overtime within the classification.
- (c) If the shift then remains unfilled it shall be offered to the most senior qualified staff from another classification by seniority.
- (d) Employees must fill vacant shifts within their own classification prior to accepting the vacant shift in another classification, unless mutually agreed upon by the affected departments.
Should a vacancy occur within their own classification for that shift, the employee will perform the duties of their own classification unless otherwise agreed to by the affected departments.
- (e) Where an employee picks up a shift in a higher paying classification, the employee will be paid the applicable rate of pay for the current classification at the step which is closest to their current rate of pay, but not lower than their current rate of pay.
- (f) Where an employee picks up a shift in a lower paying classification, the rate of pay shall be based on the classification of the vacant shift which is closest to their current rate of pay.
- (g) Where it is necessary for the Employer to ask or assign an employee in a higher paying classification to a vacant shift in a lower paying classification, the rate of pay will be at the rate of the employee's home classification.

17.05 Any employee transferred to another department or classification shall work the hours of work for that department or classification.

17.06 Shift Premiums

A shift premium of one dollar and ten cents (\$1.10); will be paid for each hour worked in a shift to all employees who are requested to work:

- (a) On a scheduled basis where the shift begins before 6:00 a.m. daily, or
- (b) On a scheduled basis where the shift involves working after 8:00 p.m. daily.

A shift premium of fifty cents (\$0.50); will be paid for each hour worked between 6:00 a.m. and 8:00 p.m. on Saturdays and Sundays.

Shift premiums will not be paid for any hour in which an employee receives overtime premiums.

17.07 If an employee reports to work a shift to find the shift is overbooked, the employee may:

- (1) leave with no pay; or
- (2) report to work for a minimum of four (4) hours pay; or
- (3) report to work for the full shift.

17.08 No shift shall be less than four (4) hours in length.

17.09 Shift Trades between Employees

A staff to staff trade of a scheduled shift can be considered in the following circumstances:

- (a) the proposed trade does not result in overtime, and
- (b) the proposed trade does not result in either staff member working over sixty (60) consecutive hours;
- (c) all trades must involve shifts within the same pay period, and
- (d) the request for trade has been approved and the form has been signed off on by both staff members and the Administrative Clerk through a mechanism established by the Employer indicating their agreement.

Shift trades will not be considered more than thirty (30) days in advance of the date of the trade.

Outside of regular office hours, the initiating staff member must advise the RN immediately of the trade and the RN must forward the documentation of such to the Administrative Clerk.

It is the responsibility of the initiating staff member to ensure the request for trade form is submitted to the Administrative Clerk by the next business day.

It is the responsibility of the staff members trading the shift to ensure it is submitted and approved by each prior to completion of the end of the last shift in the trade.

During an outbreak declared by Public Health, unit trades shall need prior approval by Management.

17.10 Payment for Staff Called to Work on Short Notice

Employees who are called to work on short notice are expected to make every effort to arrive at work at the beginning of the shift.

If the employee who is called for a shift less than one (1) hour before the start of the shift cannot arrive at work at the beginning of the shift, that employee must indicate the reasons why to the Administrative Clerk and an approximate arrival time. The employee will be paid from the beginning of the shift if they arrive at work as soon as possible and is not more than one hour past the beginning of this shift.

If an employee is called in after the shift starts and arrives within one (1) hour of being called in, they will be paid from the time of the call-in. If the employee arrives more than one hour past the time of the call-in, they will be paid from the time they report for duty.

17.11 Daylight Savings Time

Employees who work the night shift during the spring and/or fall time change, will be paid for those hours actually worked.

Where employees work one hour less during a time change, they may use banked time to make up the hour, choose to work the additional hour immediately prior to or following their shift and be paid for that time, or take unpaid time. The employee must provide the Employer with one (1) week of notice to the Administrative Clerk/Scheduler as to their preference. If the employee chooses to work the additional hour, they must also provide one (1) week of notice to the Administrative Clerk/Scheduler as to whether they will be working immediately prior to or following their scheduled shift.

Where overtime is incurred, it will be paid according to the Collective Agreement.

ARTICLE 18 – OVERTIME

18.01 All authorized time worked beyond the scheduled work day or scheduled work week that is not part of a shift or scheduled day of work shall be considered as overtime and shall be paid at one and one-half times (1½x) the regular rate for each hour of overtime worked subject to the following conditions:

(a) All authorized non-scheduled time worked on Sunday shall be paid at the rate of double time (2x).

18.02 The Employer will attempt to distribute overtime and call back equitably amongst the employees who are willing and have the ability and qualifications to perform the available work, using the following process:

1. The Employer shall keep a list of all employees that are eligible for overtime.
2. When overtime is required more than one shift in advance of the overtime, the Employer shall call the most senior employee on the list and then continue down the list until an employee accepts the overtime call-in. Casual employees shall be called in order of start date, with most senior

being called first. In situations where employees have the same start date, employees shall be called alphabetically by last name.

3. The next time there is overtime, the Employer shall first call the employee on the list immediately after the employee who accepted the previous overtime call-in.
4. When the Employer has called the employee who is last on the list, the Employer shall then return to the top of the list and continue down the list until an employee accepts the offer of overtime.
5. Notwithstanding paragraphs 3 above, when overtime is required for the next shift, the Employer may offer the overtime to the most senior employee currently in the workplace. When the overtime is being offered to the Dietary Aide (four (4) hour or five (5) hour shifts), the employee will have the option of working between 11:30 a.m. and 1:30 p.m. overtime (this will include a one-half (½) hour unpaid lunch break) or to leave and return to work the required shift.
6. Should the senior employee currently in the workplace not accept the overtime, the Employer shall continue offering the overtime to employees currently at work in order of Seniority. Should no employee currently at work accept the offer of overtime, the Employer will then offer the overtime to all employees on the list. If no employee has accepted the offer of overtime, the Employer may implement the mandatory overtime policy.
7. An employee who refuses an offer of overtime shall have offer included as if the employee had accepted the offer of overtime for the purposes of Article 18.02.

18.03 When extra or replacement staff is needed, first preference shall go to the part-time employees for up to ten (10) shifts per pay period, it being understood that any part-time (PT8), part-time (PT7), part-time (PT6), part-time (PT4), or part-time (PT1) employee who works up to ten (10) shifts per pay period for the purpose of this agreement shall remain as a part-time employee and shall not attain full-time status and shall not receive overtime premium for up to ten (10) shifts per pay period.

18.04 All hours worked on a Paid Holiday which are not part of the scheduled work week shall be paid at double (2x) rates.

- 18.05 (a) An employee may not accumulate more than seventy-five (75) hours at any time in their overtime bank.
- (b) An employee who has more than seventy-five (75) hours in their bank at the time of ratification of this Agreement shall have those hours frozen and placed in a separate overtime bank and no further accumulation shall occur within this bank. A list of the employees eligible for such a bank and their respective hours are listed in Appendix 'B' attached hereto.

ARTICLE 19 – PAID HOLIDAYS

19.01 (a) The Employer recognizes the following as Paid Holidays:

Column 1 Full-time Employees	Column 2 Part-time (PT8, PT7, PT6) Employees
New Year's Day Family Day Good Friday Easter Monday Victoria Day Canada Day Civic Holiday Labour Day Thanksgiving Day Christmas Day 26 th Day of December	New Year's Day Family Day Good Friday Victoria Day Canada Day Labour Day Thanksgiving Day Christmas Day 26 th Day of December

- (b) One (1) extra Paid Holiday shall be added to the above lists which shall be a floating holiday. Such holiday can be taken by the employees listed in (a) during the calendar year on a date which is mutually agreeable between the employee and the Employer.
- (c) Should the Employer be required to observe an additional holiday as a result of legislation, it is understood that it shall replace the extra paid holiday so that the Home's obligation to provide the number of paid holidays as noted above remains unchanged.
- (d) Holiday pay for an employee in 19.01 (a) working the standard hours per day, as set out in Article 17, is defined as the amount of straight time hourly pay exclusive of shift premium which an employee would have received had he worked a normal shift on the holiday in question.
- (e) In order to qualify for holiday pay for any holiday, as set out in 19.01 (a), an employee must complete their scheduled shift on the working days immediately prior to and immediately following the holiday except where absence on one or both of the said qualifying days is due to a satisfactory reason.
- (f) If an employee works a holiday as in Article 19.01 (a), they shall be paid at a rate of one and one-half (1½) and shall be granted one (1) day off work with pay as a lieu day.

An employee who has been scheduled to work on a holiday, as set out in 19.01 (a), and is absent shall not be entitled to holiday pay to which they would otherwise be entitled unless such absence was due to a satisfactory reason.

An employee who qualifies to receive pay for any holiday, will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay in respect of the same day.

- 19.02 For regularly scheduled Monday to Friday employees, in Corporate and Fairmount Administration, when a Paid Holiday falls on a Saturday or Sunday, the following Monday shall be declared as the holiday; for the purposes of premium pay, it shall be the actual holiday.
- 19.03 All hours worked on a Paid Holiday that are part of the normal scheduled work week shall be paid at the rate of time and one-half (1½). In addition, employees listed in 19.01 (a) who work on a paid holiday (excluding the floating day) will be paid the employee's regular pay or granted one (1) day off work with pay as a lieu day. Single lieu days may be taken upon mutual agreement between the employee and the Employer.
- Employees listed in 19.01 (a) may accumulate a maximum of seven (7) lieu days which, except in the case of emergency and except during the months of July and August and the period from the first Monday in December to the first Monday in January, may be taken in a block upon mutual agreement between the employee and the employer. If an employee intends to add their accumulated lieu days to their vacation entitlement, this shall be done at the same time as the employee requests vacation.
- 19.04 Employees listed in 19.01 (a) who are not scheduled to work on those days covered in Article 19.01 (excluding the floating day) shall have the option of having the lieu day off with pay or receiving the day's pay at their regular rate. If the employee chooses the lieu day, the actual day off shall be by mutual agreement between the employee and their Supervisor.
- 19.05 Paid Holiday pay for part-time (PT4) and part-time (PT1) employees is included in the percentage paid in lieu of all benefits and paid holidays referred to in Article 23.04. If a part-time (PT4) or part-time (PT1) employee works any of the paid holidays set out in Column 1 of Article 19.01 (a) he shall be paid at the rate of time and one-half (1½).
- 19.06 If a student works any of the paid holidays set out in Column 2 of Article 19.01 (a) he shall be paid at the rate of time and one-half (1½).
- 19.07 The Employer will indicate thirty (30) days in advance the number of staff needed for each department for Christmas and New Year's Day. The parties agree that the schedules shall be waived for two (2) weeks during the Christmas and New Year's period in order that all staff are entitled to either Christmas Day or New Year's Day off as a paid holiday. It is understood that the staff will alternate these days off in order that the employee having Christmas Day off shall work New Year's Day and vice versa, with the understanding that the following year if employees cannot agree on the particular day off they shall work the day opposite to the day they worked the previous year.

Christmas Day and New Year's Day shifts shall be first filled by volunteer and in the event that all shifts are unable to be filled voluntarily, shifts will be filled in accordance with seniority, with least senior required to work first, including all casual and part-time employees.

ARTICLE 20 – VACATIONS

20.01 A full-time, part-time (PT8), part-time (PT7) or part-time (PT6) employee shall earn an annual vacation with pay in accordance with their years of employment, based on their seniority date, and the number of months worked as a full-time, part-time (PT8), part-time (PT7) or part-time (PT6) employee.

Vacation entitlement will be credited to the employee on January 1st for the calendar year in which it is earned.

In the event the employee leaves the employ of the County after taking vacation time, the value of any unearned time will be repaid to the County at the time of the final financial settlement. The employee will have the owing amount deducted from any outstanding payments.

For every month worked in the year as fulltime, part-time (PT8), part-time (PT7) or part-time (PT6), an employee earns one-twelfth (1/12) of their entitlement for the current year.

Entitlement is as follows:

Less than one year – 1 working day for each month up to a maximum of 10 working days.

In the calendar year of the 1st anniversary – 2 weeks.

In the calendar year of the 2nd anniversary and each year thereafter – 3 weeks.

In the calendar year of the 7th anniversary and each year thereafter – 4 weeks.

In the calendar year of the 14th anniversary and each year thereafter – 5 weeks.

In the calendar year of the 23rd anniversary and each year thereafter – 6 weeks.

In the calendar year of the 25th anniversary, one (1) additional day.

In the calendar year of the 30th anniversary and each year thereafter – 7 weeks.

Any employee, except an employee on leave allowed by Act or statute, or short-term disability sick time including the one (1) year immediately following the expiration of the short-term disability term, who is absent from work in excess of ten (10) days in any calendar year, shall have their vacation entitlement pro-rated based upon the actual time worked in the calendar year.

All current employees, as of August 29th, 2001, who qualify for paid vacation entitlement shall continue to have the vacation entitlement with pay in accordance with their years of employment.

The employees paid annual entitlements above shall be allocated with respect to their full-time or part-time status in accordance with the table below:

Classification	Hours
Full-time	37.5
PT-8	30
PT-7	26.25
PT-6	22.5

- 20.02 Vacation Earned Roster, indicating the vacation earned for all employees will be posted on bulletin boards not later than February 1st of each year and will be on a departmental basis.
- 20.03 (a) The Employer will allow employees to exercise their choice in selecting their vacation period in accordance with departmental seniority. By April 1st of each year, employees must indicate first, second and third choice of vacation periods for each week or period of vacation. The Employer shall respond electronically by May 15th.
- (b) Employees denied vacation as per Article 20.03 (a) shall have the ability to resubmit their vacation request by May 31. The Employer shall respond pending coverage.
- 20.04 Subject to two (2) weeks' notice, an employee shall be entitled to receive vacation pay, commensurate with the period of vacation scheduled, in the week prior to their vacation period.
- 20.05 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 20.06 An employee shall be entitled to receive not more than three (3) weeks of their vacation in an unbroken period unless otherwise agreed between the employee concerned and the Employer.
- 20.07 (a) Part-time (PT6), (PT7), (PT8) employees will be granted vacation with pay at the rate of seven and one-half (7½) hours per day even though such employees may normally work less than seven and one-half (7½) hours per day.
- (b) Whenever part-time (PT6), part-time (PT7), (PT8) work in excess of their scheduled shift (e.g., pick up a shift), percentage in lieu of paid vacation, an amount equal to vacation pay which is appropriate for the length of service by the employee shall apply to all of the pickup shift in excess of the scheduled shift.

- 20.08 (a) Full-time employees' vacation shall be taken in one (1) week blocks or a combination of blocks to fulfill their entitlement.
- (b) A casual, part-time (PT1) or part-time (PT4), who is occupying a temporary part-time (PT6), part-time (PT7), part-time (PT8) or full-time position will accrue one (1) week unpaid vacation for every six (6) months of continuous service in the temporary position to a maximum of two (2) weeks per year. Entitlement will be pro-rated based on temporary status.

Notwithstanding (a), each full-time employee shall be entitled to save two (2) week's entitlement which may be used in increments of one (1) day at a time subject to mutual agreement of the parties.

Notwithstanding (a), above, each part-time (PT8), part-time (PT7), part-time (PT6), and part-time (PT4) employee shall be entitled to save one (1) single week's entitlement which may be used in increments of one (1) day at a time subject to mutual agreement of the parties.

- 20.09 Vacation Pay for casual, part-time (PT1) and part-time (PT4) employees shall be at the rate of four percent (4%) of wages payable with each bi-weekly pay. Employees with five (5) years or greater service, will receive a percentage in lieu as per the *Employment Standards Act* (ESA).

Unpaid vacation time for casual, part-time (PT1) and part-time (PT4) employees will be earned in alignment with the *Employment Standards Act* (ESA).

- 20.10 In the event an employee becomes an in-patient at a recognized hospital or attends at a hospital emergency for a serious illness,

- (1) Immediately preceding a scheduled vacation period and continues under the care of a physician during the scheduled vacation period, the scheduled vacation period shall commence immediately upon receipt by the Employer of acceptable medical certification of the employee's ability to return to regular duties; or
- (2) During a scheduled vacation period and continues under the care of a physician during the scheduled vacation period, the balance of the scheduled vacation period shall commence immediately upon receipt by the Employer of acceptable medical certification of the employee's ability to return to regular duties.

Approval of the rescheduled vacation period shall be conditional upon the availability of replacement staff.

- 20.11 If the employee requests in writing that the vacation be taken in shorter periods, then the Employer will consider each request on an individual basis.

- 20.12 Any vacation entitlement not used by December 31st will be paid out by a separate cheque or deposit.

ARTICLE 21 – SICK LEAVE AND LTD

21.01 All full time, part-time (PT8), part-time (PT7), part-time (PT6) employees shall be entitled to apply for sick leave benefits after three (3) months of full-time or part-time (PT8), part-time (PT7) or part-time (PT6) employment.

21.02 The Employer will pay to the employees identified in 21.01 sick leave benefits for the first fifteen (15) weeks of such sickness, provided all requirements for entitlement for such benefits are met by the employee. The weekly amount to be paid to the employee, dependent upon whether the individual is scheduled to work 10, 8 or 6 shifts per pay period, shall be determined by length of service, based on their seniority date, as set out below:

Length of Service	Number of Weeks	
	- Full-time at 100% of Wages - Part-time (PT8) at 90% of Wages - Part-time (PT7, PT6) at 75% of Wages	- Full-time at 75% of Wages - Part-time (PT8) at 75% of Wages - Part-time (PT7, PT6) at 75% of Wages
3 mos - 1 yr	-	15
1 yr - 2 yr	1	14
2 yr - 3 yr	2	13
3 yr - 4 yr	3	12
4 yr - 5 yr	4	11
5 yr - 6 yr	5	10
6 yr - 7 yr	6	9
7 yr - 8 yr	7	8
8 yr - 9 yr	8	7
9 yr - 10 yr	9	6
10 yr - 11 yr	10	5
11 yr - 12 yr	11	4
12 yr - 13 yr	12	3
13 yr - 14 yr	13	2
14 yr - 15 yr	14	1
Over - 15 yr	15	0

After the employee has had five (5) occurrences of sick leave, on the sixth (6th) and all subsequent occurrences the employee will not be paid for the first two (2) days of such absence in a calendar year, subject to the Human Rights Code.

21.03 Where an employee has returned to work and has worked continually for a 6-month period with no absences due to the same condition, any further absences for that condition will be considered a new unrelated incident and the employee will be restored to their entitlement unless an application for long-term disability has been approved/applied for.

21.04 An acceptable medical certificate may at any time be required after two (2) days of each occasion of sickness. An acceptable medical certificate will set out the nature of illness, prognosis for recovery and anticipated return to work date. The Employer shall be required to pay for such medical certificates.

A medical practitioner's note that does not meet the requirements as set out above, will not be reimbursed.

Should the Employer feel that an employee is abusing their sick leave privileges, the Employer may notify the employee in writing of its feelings toward their sick leave record with a copy to the Union.

Should the Employer feel that as a result of the above letter there has been no improvement or it is still not satisfied, then it may send the employee a letter requiring that to be eligible for future sick leave payment they must have an acceptable medical certificate signed by a duly qualified medical practitioner. This requirement will be reviewed at twelve (12) months from date of letter and improvement shall trigger removal of requirement for a medical note.

The Employer shall have the right at any time to require that an employee who is or has been absent by reason of sickness or accident be examined and reported upon by a second physician. The Employer agrees to notify the Union in writing regarding such examination. The employee shall not suffer a loss of pay as a result of such medical appointment and the Employer shall be responsible for any related physician fee.

21.05 The Employer agrees to pay premiums necessary in respect of a Long-Term Disability Plan for full-time, part-time (PT8), part-time (PT7), part-time (PT6) employees. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy of insurance provided such benefits. The Employer undertakes to make reasonable efforts to assist employees in securing payment of their benefits.

STD entitlement for denied WSIB claims will not be paid until written confirmation is received from WSIB that the claim is denied and a medical certificate is supplied by the employee, at which time STD shall be paid from the first day of absence for the claim.

21.06 The long-term disability plan shall provide seventy-five percent (75%) of the employee's regular wages at date of disability. Individuals in receipt of long term disability payments under the plan shall have their payments increased annually by the lesser of the Consumer Price Index or three percent (3%).

21.07 A copy of the sick leave plan and the L.T.D. plan shall be given to each employee after three (3) months of employment.

21.08 Employees taking ill during working hours will notify their supervisor, or a Person designated by the supervisor, before the employee leaves their duties.

Employees suffering an accident during working hours will notify their supervisor, or a person designated by the supervisor, before the employee leaves their duties and shall obtain immediate medical attention.

Where the illness or accident takes place at times other than the employee's normal working hours, the employee will notify their supervisor, or a person designated by the supervisor, as soon as possible prior to the day shift. When working an evening or night shift, the employee will give at least four (4) hours' notice prior to the beginning of the shift except where circumstances are beyond their control.

- 21.09 (a) For the purpose of calculating the two (2) year period under Article 13.04 (7), the period of time shall commence with the start of the first injury or illness and shall not be affected by any attempt(s) to return to work provided the subsequent absences are due to the same illness or injury.
- (b) If an employee returns to full duties for a period of thirty (30) days or more before suffering another absence due to the same illness or injury as in paragraph (a) above, such absence shall be deemed to be a new occurrence for the purpose of Article 13.04 (7).
- 21.10 Time lost by an employee as a result of being quarantined by the Medical Officer of Health because of a job related incident shall be treated as sick leave for the duration of the quarantine to a maximum of the entitlement as per Article 21.02.

ARTICLE 22 – LEAVE OF ABSENCE

- 22.01 The Employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the formal approval of the Employer.

Where an unprotected leave of absence without pay exceeds thirty (30) days, the Employer subsidies for any benefits shall cease. Employees on such leave shall have the right to continue participating in such benefits for which they are eligible provided that they assume the full responsibility for the cost of such premiums in advance of such leave.

Where a protected leave of absence without pay exceeds thirty (30) days. Employees on such leave shall have the right to continue participating in such benefits for which they are eligible provided that they continue to pay the cost of such premiums through pre-authorized debit agreement.

22.02 Union Leave

Leave of absence without pay shall be granted upon written request to attend Union business. While on Union business, the Employer agrees to maintain the continuance of wages and benefits of the said members. The Union shall submit to the Administrator or applicable Director (Director of Care, Director of Planning and Economic Development, or Director of Corporate Services/Treasurer) prior to the leave, for approval, any time off requests for all members participating in

Union business that requires time away from regular duties. Such requests shall not be unreasonably withheld

22.03 Bereavement Leave

Leave of absence without loss of pay will be granted to all full-time and part-time employees upon request in case of death in accordance with the following entitlement:

In case of death of a spouse, which includes same sex and common-law (which is defined as two people who have been living in a conjugal relationship for at least one year), mother, father, daughter, son, grandchild, sister, brother, step-mother, step-father, step-daughter, step-son, up to a maximum of five (5) consecutive calendar days, including the day of the funeral, Celebration of Life, or Memorial Service or Interment.

In case of death of grandparents, grandparent-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, step-sister, and step-brother up to a maximum of three (3) consecutive calendar days, including the day of the funeral, Celebration of Life, Memorial Service or Interment.

Employees may take up to two (2) days of their bereavement leave entitlement to attend the funeral, Celebration of Life, Memorial Service or Interment at a later time, within six (6) months following the date of the initial commencement of bereavement leave.

Any additional time off under this article is at the discretion of the Employer and will not be unreasonably denied.

22.04 One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer, except when leave is granted under Article 22.03.

22.05 An employee who has commenced their scheduled vacation, banked overtime, or lieu days and suffers a death in the immediate family shall have their vacation extended by the number of days to which they are entitled in accordance with Article 22.03 or put back into their bank for future use as approved by the employer.

22.06 Personal Leave

Leave without pay for personal reasons shall be granted to full time employees up to a maximum of three (3) days per calendar year and without loss of seniority. Requests shall be made in writing at least seventy-two (72) hours prior to the leave. There will be no carryover of days from year to year. Requests shall be reviewed in light of operational demands and shall not incur overtime payments.

22.07 Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy and parental leave in accordance with the *Employment Standards Act, R.S.O. 1990, Chapter 3.14* and amendments thereto. During pregnancy or parental leave, the Employer agrees to continue to pay the Employer's share of the premiums for benefits covered in Article 24.02 providing the employee pays their share monthly in advance.

Pregnancy and Parental Leave (Permanent Full-Time Employees Only)

- (a) Pregnancy and Parental leave shall be in accordance with the *employment Standards Act, 2000* as amended from time-to-time.
- (b) Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks commencing following completion of the Employment Insurance waiting period. The supplement shall be equivalent to the difference between seventy-five percent (75%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings. Receipt by the Employer of the employee's unemployment insurance cheque stubs shall constitute proof that they are in receipt of Employment Insurance pregnancy benefits.

An employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Insurance Act* shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. The supplement shall be equivalent to the difference between seventy-five (75%) of their normal weekly earnings and the sum of their weekly unemployment insurance benefits and any other earnings.

Notwithstanding the foregoing, in no event will the top-up exceed the difference between 75% of the employee's normal weekly earnings that they were receiving on their last day worked and the employee's employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time, as may be permitted under the *Employment Insurance Act*.

- (c) The employee's normal weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours plus any wage increase or salary increment that they would be entitled to receive if they were not on pregnancy leave.

- (d) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payment in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

22.08 Public Affairs Leave

The Employer recognizes the rights of employees to participate in public affairs. Therefore, upon written request, the Employer will grant leave of absence for a period not to exceed three (3) months without loss of seniority and without pay for employees who are candidates in a federal, provincial or municipal election.

22.09 Jury Leave

The Employer shall grant leave of absence without loss of seniority to an employee who is called to serve as a juror, serves as a juror or subpoenaed witness in any court. Providing the employee presents proof of service and reports for work on any day or half-day he is not required as a juror or required to remain in the court room, the Employer shall pay the employee their regular earnings per day providing the employee pays the Employer, within 10 calendar days of receipt, the amount he receives for jury service or subpoenaed witness for each day served, excluding payment for travelling, meals or other expenses.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 The Employer shall pay salaries and wages every two (2) weeks in accordance with Appendix “A” attached hereto and forming part of this Agreement.

23.02 (a) An employee who is called back to work outside their regular working hours shall be paid for a minimum of four (4) hours at the appropriate overtime rate.

Employees called back for staff meetings shall not be considered to be on call back for the purpose of this Article, except that employees who report for staff meetings shall be paid time and one-half (1½x) for all hours outside of regular working hours for time in attendance at staff meetings.

(b) For Fairmount Home employees (excluding Maintenance employees), where an employee is asked to attend at the workplace outside of their normal working hours, if an employee elects to leave prior to the completion of the four (4) hours, they will be paid only for the hours worked.

23.03 When, requested by the Employer, an employee temporarily relieves in or performs the duties of a higher classification, they shall receive the rate of pay for that classification for all hours worked in the higher classification.

23.04 Grid step movements within the same classification shall be based on months of active employment. For the purposes of this clause “months of active employment” is defined as months that the employee is receiving pay from the Employer. This does not apply to leaves legislated by statute.

Where an employee moves to a higher paying classification within the bargaining unit through the posting process, the following process will apply to determine the employee’s placement on the wage grid in the higher rated classification:

- (a) Where the employee is at any step other than the twenty-four (24) month wage step, the employee will move to the next step in the wage grid for the employee’s current classification and move to step (c) below;
- (b) Where the employee is at the twenty-four (24) month wage step already, calculate the difference between the twenty-four (24) month step and the eighteen (18) month step and add that difference to the twenty-four (24) month step and move to step (c) below;
- (c) Identify the wage rate in the higher paying classification which is the wage step that is above, but closest to, the rate identified in paragraph (a) or as calculated in paragraph (b) above.

Where an employee posts into a lower paying classification within the bargaining unit, they shall be placed at the same step in the new salary range with no adjustment to their grid increase date.

Where an employee posts into a permanent position in a lower paying classification and subsequently returns to a position in the prior held classification, the employee will be returned to the same wage step that they previously held prior to posting to the lower paying classification.

23.05 Registrations will be paid to the Registered Nurse, Registered Practical Nurse, Nurse Practitioner and Occupational Therapist classifications requiring annual registration by a regulatory body and/or is a requirement of the employee’s position. Payment will be made to permanent FT, PT8, PT7, PT6 after one year of active employment on the following scale:

Status	Percent of Registration Paid
FT	100%
PT8	80%
PT7	70%
PT6	60%

After one (1) year of active service, the registration will be reimbursed at the end of December and at the end of each year of active employment thereafter, following submission of proof of payment and the terms as set out below.

Employees actively employed and working will be eligible to be reimbursed for the upcoming year.

Employees on unprotected leave of absence as of year end will be reimbursed on a pro-rated basis, based on the actual number of months worked for the previous year.

ARTICLE 24 – EMPLOYEE BENEFITS

24.01 Pension Plan and Retirement

- (a) O.M.E.R.S. Basic Plan – Every full-time, part-time (PT8), part-time (PT7), part-time (PT6) employee shall, as a condition of employment, become a member of the Ontario Municipal Employees Retirement System. The Employer will pay its share of the plan for all full-time, part-time (PT8), part-time (PT7), part-time (PT6) and other part-time employees who may be eligible from time to time.
- (b) An employee choosing to retire shall give the Employer four (4) weeks' written notice of their date of retirement.

24.02 It is agreed that the Employer's obligations under this Agreement are limited to the payment of the premiums necessary to maintain the employee's enrolment in the benefits set out in this Article. Eligibility for and entitlement to payment of benefits are subject to the terms and conditions of the policy of insurance providing such benefits. The Employer undertakes to make reasonable efforts to assist employees in securing payment of their benefits.

- (a) The Employer shall pay one hundred percent (100%) of the premiums for Group Life Insurance, including Accidental Death and Dismemberment, equal to two times (2x) the employee's annual salary for all eligible full time, part-time (8-shift), part-time (7-shift) and part-time (6-shift) employees.
- (b) The Employer shall pay the premiums for extended health benefits (\$10/\$20 deductible) on the understanding that the drug portion of the extended health benefits shall be based on the Ontario Drug Benefit Formulary as follows:

<u>Full Time</u>	<u>Part-time (8-shift)</u>	<u>Part-time (7-shift)</u>	<u>Part-time (6-shift)</u>
100%	90%	85%	80%

- (c) The Employer and the employee shall pay the premiums for the Dental Plan on the basis outlined below:

<u>Full Time</u>	<u>Part-time (8-shift)</u>	<u>Part-time (7-shift)</u>	<u>Part-time (6-shift)</u>
Employer 75%	Employer 65%	Employer 60%	Employer 55%
Employee 25%	Employee 35%	Employee 40%	Employee 45%

- (d) The O.D.A. rates to be used for the dental plan shall be based on the current O.D.A. schedule.

The Employer agrees to pay:

- (i) Seventy-five (75%) of the premiums for the dental plan for those employees enrolled in these plans as of the date of ratification of this Agreement.

24.03 All employees shall be covered by the *Workplace Safety and Insurance Act*. The Employer agrees to pay the Employer's share of the premiums for the benefits covered by Article 24.02 during the period an employee is absent due to an accident which is covered by this legislation for up to two (2) years provided the employee pays their share of the premiums monthly in advance.

24.04 Part-time (PT1), part-time (PT4) and casual employees shall be paid twelve and one-half percent (12.5%) above their regular hourly rate in lieu of all benefits and paid holidays, excluding annual vacation.

If a part-time (PT4), part-time (PT1) or a casual employee is eligible for and chooses to participate in OMERS, after ratification of this Agreement, the twelve-and one-half percent (12.5%) referred to above shall be reduced by three and one-quarter percent (3 ¼).

24.05 The Employer may decide to substitute another carrier for any of the foregoing plans provided the level of benefits conferred thereby is not decreased overall. The Employer will advise the Union of any change in carrier at least sixty (60) days prior to implementing a change in carrier.

24.06 The Employer shall provide a maximum reimbursement for prescribed vision care of four hundred and twenty-five (\$425.00) per person (to include contact lenses, glasses or laser surgery) as defined in the current benefits plan, upon the submission of acceptable receipts, biannually. The Employer shall, in addition, pay up to one hundred dollars (\$100.00) every twenty-four (24) months for eye exams per person.

24.07 Footwear Allowance

- (a) Maintenance employees, GIS Specialist, Network Administrator, Service Desk Analyst(s) and Community Planners who have completed their probationary period will be entitled to a reimbursement for protective footwear for safety purposes of up to two hundred and twenty-five dollars (\$225.00) per calendar year upon providing original purchase receipts. All other Fairmount staff who have completed their probationary period, except office/administrative employees, will be entitled to a reimbursement for acceptable footwear of up to one hundred and twenty-five dollars (\$125.00) per calendar year upon providing original purchase receipts.
- (b) Staff must be in receipt of pay from the Employer at the time of submission of receipts to qualify for the footwear allowance.

24.08 The Employer agrees to amend the current Schedule of Benefits, Extended Benefits-Hearing Aids to increase the total eligible expense to fifteen hundred dollars (\$1500.00).

The Employer agrees to amend the current schedule for paramedical (massage, chiropractor, physiotherapy and speech) to seven hundred and fifty dollars (\$750.00) per year.

24.09 Retiree Benefits

- (a) Employees retiring, ("Retirees") with fifteen (15) years of service with the Employer, on an unreduced O.M.E.R.S. pension shall be entitled to the following benefits in accordance with paragraph (b) below:
 - (i) Semi-private hospital care (\$10/\$20 deductible), which is the same as provided to active employees; and
 - (ii) Drug benefits (\$10/\$20 deductible), which are the same as provided to active employees; and
 - (iii) Dental benefits, same as active employees.
- (b) Retirees shall purchase the foregoing benefits within thirty (30) days from date of retirement from the Employer under the condition that the employee will be responsible for one hundred percent (100%) of the premiums up to age sixty (60). The Employer would then assume fifty percent (50%) of the premiums to the end of the month of their sixty-fifth (65th) birthday.
- (c) All benefits will cease at the end of the month of the retiree's sixty-fifth (65th) birthday.

24.10 Percentage in Lieu for Employees After Age 65

Permanent full-time, PT(8), PT(7), PT(6) employees who continue to work past the age of sixty-five (65) for the Employer shall receive four percent (4%) above their regular hourly rate in lieu of all benefits in Article 24.

ARTICLE 25 – GENERAL

- 25.01 The Employer agrees to allow the Union to post on existing bulletin boards, notice of Union meetings and such other Union notices that may be of interest to the employees, keeping with the general spirit and intent of the Collective Agreement.
- 25.02 No employee shall be required to use their car for Employer business. Should an employee agree to use their car for Employer business, the Employer agrees to pay an allowance as per County of Frontenac – Expenses Reimbursement Policy.
- 25.03 The Employer agrees no employee shall be laid off due to contracting out of work presently performed by members of the bargaining unit.
- 25.04 To address the need for gender neutrality, he/his and they will be changed in this Agreement to they/their/them or employee.
- 25.05 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall, within thirty (30) days of signing, provide employees with an electronic copy of this Agreement and have printed one hundred (100) copies of the Agreement in a Union shop. The cost of printing shall be shared equally between the parties.
- 25.06 When any position not covered by Appendix “A” is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to arbitration.
- 25.07 Employees required to present a medical certificate to the Home for continued employment shall be allowed time off during their regular hours of work for the purpose of taking such a medical.
- 25.08 Employees shall advise their Employer of any changes to their names, addresses or telephone numbers within seven days of such change.
- 25.09 Employees must complete mandatory training by November 30th of each year, or they will not be scheduled or offered shifts until such time as the mandatory training has been completed.

ARTICLE 26 – COMPRESSED WORK WEEK

26.01 County Administration Employees, Fairmount Receptionist, Administrative Clerk and Nurse Practitioner are eligible to voluntarily participate in the year-round Compressed Work Week Program.

ARTICLE 27 – SAFE & HEALTHY WORKPLACE

27.01 Respectful and Civil Workplace

The Employer and the Union recognize their joint participation to:

- (a) Provide and maintain a safe, respectful, civil and healthy workplace;
- (b) Support and promote an environment that is free of disruptive workplace conflict, incivility and disrespectful behaviour.

27.02 The Employer and the Union recognize the importance of the emotional well-being of employees and will utilize the Labour Management Meetings to discuss such topics, as the need arises.

ARTICLE 28 – TERM OF THE AGREEMENT

28.01 This Agreement shall be binding and remain in effect from January 1, 2024, to December 31, 2026, and shall continue from year to year thereafter, unless either party gives the other party notice in writing not earlier than ninety (90) days before the expiry date that it desires its termination or amendment.

28.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of the Agreement.

28.03 Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new Agreement.

SIGNED at Kingston, Ontario, this _____ day of _____, 2026.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 2290



Kevin Farrell – CAO



Bill Saunders – Warden



Kim Sonneveld

Kim Sonneveld



Helena Cellini



Shauna Barton



Kristie Osmond-Jones

SCHEDULE "A" – WAGES

Classification (FT)	Effective Date	Start	After 6 mos.	After 12 mos.	After 18 mos.	After 24 mos.
Classification (PT/Casual)	Effective Date	Start	After 975 hours worked	After Additional 975 hours worked	After Additional 975 hours worked	After Additional 975 hours worked
Nurse Practitioner	01-Jan-24	\$65.65	\$66.83	\$68.01	\$69.20	\$70.37
	01-Jan-25	\$67.95	\$69.17	\$70.39	\$71.62	\$72.83
	01-Jan-26	\$70.33	\$71.59	\$72.85	\$74.13	\$75.38
Registered Nurse (RN)	01-Jan-24	\$50.95	\$51.84	\$52.74	\$53.68	\$54.65
	01-Jan-25	\$52.74	\$53.66	\$54.59	\$55.55	\$56.56
	01-Jan-26	\$54.58	\$55.54	\$56.50	\$57.50	\$58.54
Occupational Therapist	01-Jan-24	\$48.10	\$48.93	\$49.78	\$50.66	\$51.57
	01-Jan-25	\$49.78	\$50.65	\$51.53	\$52.44	\$53.38
	01-Jan-26	\$51.52	\$52.42	\$53.33	\$54.27	\$55.25
Network Administrator	01-Jan-24	\$41.01	\$42.05	\$43.10	\$44.16	\$45.21
	01-Jan-25	\$42.44	\$43.52	\$44.61	\$45.71	\$46.79
	01-Jan-26	\$43.93	\$45.05	\$46.17	\$47.31	\$48.43
Community Planner GIS Specialist	01-Jan-24	\$36.48	\$37.13	\$37.77	\$38.44	\$39.04
	01-Jan-25	\$37.76	\$38.42	\$39.09	\$39.79	\$40.41
	01-Jan-26	\$39.08	\$39.77	\$40.46	\$41.18	\$41.82
Registered Practical Nurse (RPN) Rehabilitation Assistant	01-Jan-24	\$34.69	\$34.99	\$35.58	\$36.61	\$37.75
	01-Jan-25	\$35.91	\$36.22	\$36.83	\$37.89	\$39.07
	01-Jan-26	\$37.16	\$37.49	\$38.12	\$39.22	\$40.43
Recreationist Lead Hand-Support Services	01-Jan-24	\$31.69	\$31.97	\$32.56	\$33.55	\$34.65
	01-Jan-25	\$32.80	\$33.09	\$33.70	\$34.73	\$35.86
	01-Jan-26	\$33.95	\$34.25	\$34.88	\$35.94	\$37.12

Classification (FT)	Effective Date	Start	After 6 mos.	After 12 mos.	After 18 mos.	After 24 mos.
Classification (PT/Casual)	Effective Date	Start	After 975 hours worked	After Additional 975 hours worked	After Additional 975 hours worked	After Additional 975 hours worked
Service Desk Analyst	01-Jan-24	\$28.43	\$29.16	\$29.89	\$30.63	\$31.35
	01-Jan-25	\$29.43	\$30.18	\$30.94	\$31.70	\$32.45
	01-Jan-26	\$30.46	\$31.23	\$32.02	\$32.81	\$33.58
PSW/Health Care Aide	01-Jan-24	\$29.96	\$30.22	\$30.57	\$31.27	\$32.06
	01-Jan-25	\$31.01	\$31.28	\$31.64	\$32.36	\$33.19
	01-Jan-26	\$32.10	\$32.37	\$32.75	\$33.49	\$34.35
Maintenance Assistant, Volunteer & Special Events Coordinator Cook	01-Jan-24	\$26.75	\$27.00	\$27.36	\$28.06	\$28.85
	01-Jan-25	\$27.69	\$27.95	\$28.31	\$29.04	\$29.86
	01-Jan-26	\$28.66	\$28.93	\$29.30	\$30.06	\$30.90
Finance Clerk – Payroll & Benefits Finance Clerk-AP/AR	01-Jan-24	\$25.15	\$25.92	\$26.71	\$27.55	\$28.42
	01-Jan-25	\$26.03	\$26.82	\$27.65	\$28.52	\$29.42
	01-Jan-26	\$26.94	\$27.76	\$28.62	\$29.51	\$30.45
Support Services Aide - Dietary Interdisciplinary Assistant Administrative Clerk	01-Jan-24	\$24.87	\$25.33	\$25.90	\$26.79	\$27.62
	01-Jan-25	\$25.74	\$26.21	\$26.80	\$27.72	\$28.59
	01-Jan-26	\$26.64	\$27.13	\$27.74	\$28.69	\$29.59
Support Services Aide Laundry/Housekeeping Receptionist	01-Jan-24	\$24.71	\$25.09	\$25.72	\$26.48	\$27.13
	01-Jan-25	\$25.57	\$25.97	\$26.62	\$27.40	\$28.08
	01-Jan-26	\$26.47	\$26.88	\$27.55	\$28.36	\$29.06
Student	01-Jan-24	\$19.76	\$20.07	\$20.58	\$21.18	\$21.70
	01-Jan-25	\$20.46	\$20.77	\$21.30	\$21.92	\$22.46
	01-Jan-26	\$21.17	\$21.50	\$22.04	\$22.69	\$23.25

MEMORANDUM OF UNDERSTANDING RE: DOC/ASSISTANT DOC WORKING AS RN

BETWEEN

THE CORPORATION OF THE COUNTY OF FRONTENAC

(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2290

(The Union)

WHEREAS the parties recognize that there is a shortage of Registered Nurses in the workplace, and

WHEREAS the parties recognize that there will infrequently be occasions when no unionized Registered Nurse is available to work,

THEREFORE; the parties agree to the following:

1. If an RN shift is vacant and cannot be filled, the RN currently on duty will contact the Director of Resident Care or her designate to discuss the circumstances.
2. If the Director of Resident Care or Assistant Director of Care deems it necessary, they will perform the duties of RN.
3. The Employer shall offer overtime to qualified union staff prior to non-union staff filling shift.

SIGNED at Kingston, Ontario, this _____ day of _____, 2026.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290

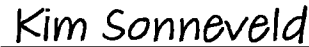


Kevin Farrell - CAO



Bill Saunders (2026-02-04 16:25:11 EST)

Bill Saunders – Warden



Kim Sonneveld (2026-02-05 10:24:11 EST)

Kim Sonneveld



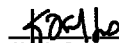
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Helena Cellini



Shauna Barton (2026-02-03 20:59:05 EST)

Shauna Barton



Kristie Osmond-Jones (2026-02-04 14:01:31 EST)

Kristie Osmond-Jones

MEMORANDUM OF UNDERSTANDING RE: FLEXIBILITY IN SCHEDULING

BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC
(The Employer)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290
(The Union)

WHEREAS the Parties recognize that flexibility in scheduling is needed for the unionized positions of Network Administrator, Community Planner, Financial Analyst, GIS Specialist, Service Desk Analyst, Nurse Practitioner, Recreationist and Volunteer and Special Events Coordinator to meet the operational needs of the organization;

WHEREAS the Collective Agreement does not allow for such flexibility,

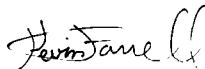
THEREFORE; the parties agree to the following:

1. Flexibility in scheduling will be permitted when mutually agreed to by the Employee and Departmental Director, to meet the needs of the operation.
2. This flexibility includes shift times and dates.
3. This flexibility will not extend to scheduled number of shifts in a pay period.

SIGNED at Kingston, Ontario, this _____ day of _____ 2026.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290



Kevin Farrell – CAO



Bill Saunders (2026-02-04 16:25:11 EST)

Bill Saunders – Warden



Kim Sonneveld (2026-02-05 10:24:11 EST)

Kim Sonneveld



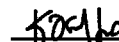
Helena Cellini (2026-02-03 16:28:40 EST)

Helena Cellini



Shauna Barton (2026-02-03 20:59:05 EST)

Shauna Barton



Kristie Osmond-Jones (2026-02-04 14:01:31 EST)

Kristie Osmond-Jones

MEMORANDUM OF UNDERSTANDING RE: WORK OF UNION MEMBERS OFFSITE
(Without Prejudice)

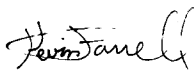
BETWEEN
THE CORPORATION OF THE COUNTY OF FRONTENAC
(The Employer)
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290
(The Union)


WHEREAS the parties desire that the employees of Frontenac County employed at Fairmount Home may maximize their employment opportunities with the County of Frontenac the parties now agree as follows:

1. No member of CUPE Local 2290 employed at the Fairmount Home location in the City of Kingston shall be assigned additional non-bargaining unit work with the County of Frontenac offsite without the consent of the employee and the Union.
2. Should an employee be requested to work offsite and the employee agrees to perform such work, the employee shall be covered by all terms and conditions of the current Collective Agreement while performing the work.
3. It is understood that such an assignment does not bring the work that is performed offsite within the scope of Article 3.01.

SIGNED at Kingston, Ontario, this _____ day of _____, 2026.

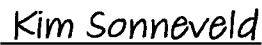
ON BEHALF OF THE EMPLOYER





Kevin Farrell – CAO


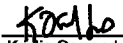
Bill Saunders – Warden

ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2290



Kim Sonneveld


Helena Cellini


Shauna Barton


Kristie Osmond-Jones

MEMORANDUM OF UNDERSTANDING, RE: EXCESS HOURS OF WORK
(Without Prejudice)

BETWEEN

THE CORPORATION OF THE COUNTY OF FRONTENAC
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290
(The Union)

WHEREAS there are occasions when Fairmount may have operational needs that can be accommodated by some employees working more than forty-eight (48) hours in a week, and;

WHEREAS with written agreement on behalf of the Union, employees may work more than forty-eight (48) hours in a week as per the *Employment Standards Act, 2000* and with agreement of the Parties;

THEREFORE; the parties agree to the following:

1. Unionized employees at Fairmount Home may voluntarily work more than 48 hours in a work week (Monday through Sunday).
2. The Union will be kept apprised on a regular basis through Labour-Management meetings of the use of the Approval of Excess Weekly Hours.
3. Approval by the Union to work beyond 48 hours can be rescinded with two (2) weeks' written notice to the Employer.

SIGNED at Kingston, Ontario, this _____ day of _____, 2026.

ON BEHALF OF THE EMPLOYER



Kevin Farrell – CAO



Bill Saunders (2026-02-04 16:25:11 EST)

Bill Saunders – Warden

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 2290



Kim Sonneveld (2026-02-05 10:24:11 EST)

Kim Sonneveld



Helena Cellini (2026-02-03 16:28:40 EST)

Helena Cellini



Shauna Barton (2026-02-03 20:59:05 EST)

Shauna Barton



Kristie Osmond-Jones (2026-02-04 14:01:31 EST)

Kristie Osmond-Jones

MEMORANDUM OF UNDERSTANDING, RE: AGENCY USE
(Without Prejudice)

BETWEEN

THE CORPORATION OF THE COUNTY OF FRONTENAC
(The Employer)

AND

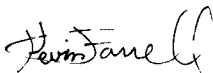
CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2290
(The Union)

The Employer agrees to provide the union an update at the LMM with information that is available and required by the Ministry reporting which includes total agency hours for direct nursing care staff.

SIGNED at Kingston, Ontario, this _____ day of _____, 2026.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 2290



Kevin Farrell – CAO



Bill Saunders (2026-02-04 16:25:11 EST)

Bill Saunders – Warden



Kim Sonneveld (2026-02-05 10:24:11 EST)

Kim Sonneveld



Helena Cellini (2026-02-03 16:28:40 EST)

Helena Cellini



Shauna Barton (2026-02-03 20:59:05 EST)

Shauna Barton



Kristie Osmond-Jones (2026-02-04 14:01:31 EST)

Kristie Osmond-Jones

MEMORANDUM OF UNDERSTANDING: RE: CHRISTMAS DAY AND NEW YEAR'S DAY SCHEDULING -AS IT RELATES TO ARTICLE 19.07

BETWEEN

THE CORPORATION OF THE COUNTY OF FRONTENAC
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 2290
(The Union)

WHEREAS the Parties recognize the need for change related to Article 19.07 regarding Christmas Day and New Year's Day scheduling;

THEREFORE; the parties agree to the following:

The Employer will indicate thirty (30) days in advance the number of staff needed for each department for Christmas Day and New Year's Day. All Staff will have the opportunity to submit shift preference for the available shifts.

The parties agree that the schedules shall be waived for two (2) weeks during the Christmas and New Year's period. It is understood that an employee who is scheduled to work Christmas Day in an even numbered year shall have New Year's Day off that year; in an odd numbered year that employee shall have Christmas Day off and be scheduled for New Year's Day.

Shifts will be filled according to the following process:

- A) Volunteer in accordance with shift preference based on seniority;
- B) Least senior will be required to work first, including all casual and part time. It is understood that assignment of shifts will be on a rotational basis.

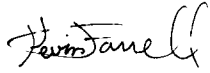
After the holiday schedule has been completed with steps (A) and (B), staff who did not get their preference can submit a request for time off through the regular request time off process, in accordance with seniority, even if they had the holiday off in the previous year.

The parties agree that this process shall apply to all staff who are regularly covered during an absence (excluding Recreationists and Behavioural Supports staff).

SIGNED at Kingston, Ontario, this _____ day of _____, 2026.

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS LOCAL 2290

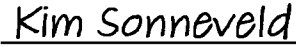


Kevin Farrell – CAO



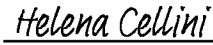
Bill Saunders (2026-02-04 16:25:11 EST)

Bill Saunders – Warden



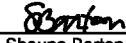
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Kim Sonneveld



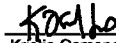
Helena Cellini (2026-02-03 16:28:40 EST)

Helena Cellini



Shauna Barton (2026-02-03 20:59:05 EST)

Shauna Barton



Kristie Osmond-Jones (2026-02-04 14:01:31 EST)

Kristie Osmond-Jones