

CORPORATION OF THE COUNTY OF DUFFERIN

BY-LAW NUMBER 2023-38

A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN (Dufferin Oaks Long Term Care Home) AND THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE). (Collective Agreement)

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Canadian Union of Public Employees, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13th day of July, 2023.



Wade Mills, Warden



Michelle Dunne, Clerk

COLLECTIVE AGREEMENT

BETWEEN:



THE CORPORATION OF THE COUNTY OF DUFFERIN
("the Employer")

- and -

DUFFERIN OAKS
("the Home")

AND



CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3192
("the Union")

Effective: January 1, 2022
Expiry: December 31, 2024

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Collective Agreement is to establish by mutual agreement an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the Bargaining Unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the optimum level of comfort and care for the residents, and health and safety protection for the employees and residents of the Home.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management of the Home and the direction of the work force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this Collective Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain, order, discipline, and efficiency;
 - b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or otherwise discipline employees provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
 - c) determine, in the interest of efficient operation and highest standard of service, the number of personnel required, hours of work, work assignments, the services to be performed, and the methods, procedures, facilities and equipment to be used in connection therewith;
 - d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, which rules and regulations shall be posted by the Employer in the Home; prior to posting and implementing such rules & regulations, the Employer agrees to discuss the new or altered rules and regulations with the Union.
- 2.02 The Employer agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this Collective Agreement.

ARTICLE 3 – RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation of the County of Dufferin in Dufferin County at Dufferin Oaks, Home for the Aged, save and except supervisors, persons above the rank of supervisor, Secretary to the Administrator/Office Manager, and employees for whom any trade union held bargaining rights as of March 6, 1987.
- 3.02 Work of the Bargaining Unit
- Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of

instruction, experimentation, in emergencies when regular employees are not readily available, or in cases mutually agreed upon in writing by the parties.

3.03 National Representative of C.U.P.E.

The Union shall have the right to have the assistance of a representative of C.U.P.E. or any other advisors when dealing or negotiating with the Employer. With prior notification to the Employer, such representative shall have reasonable access to the workplace in order to investigate and assist in the settlement of a grievance. Such access shall not interfere with the operation or administration of the Home.

ARTICLE 4 – NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them or any of their representatives with respect to any employee because of membership or non- membership or activity or lack of activity in the Union.

4.02

- a) The Employer and the Union agree that, in accordance with the provisions of the Human Rights Code, every person has a right to equal treatment with respect to employment without discrimination, and a right to freedom from harassment in the workplace in all matters including any of the protected grounds under section 5(2) of the Human Rights Code. It is further agreed that the provisions of the Human Rights Code, as amended, shall be adhered to. See policies of the Home related to violence prevention, workplace bullying and harassment.
- b) **The County of Dufferin has a commitment to creating and promoting diversity, equity, and inclusion in all aspects of employment, including the use of correct pronouns with respect to gender identity. Therefore, whenever the feminine or masculine pronoun is used in this Agreement, it includes the non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.**
- c) Harassment shall be defined in accordance with the Human Rights Code to mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policies and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise. See policies of the Home related to violence prevention, workplace bullying and harassment.

4.03 Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step.

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees. The Employer agrees that there will be no lock-outs. The term

"strike" and "lock-out" shall bear the meaning given them in the *Ontario Labour Relations Act*.

- 5.02 The parties agree that differences arising between them or between the employees and the Employer during the term of this Agreement shall be resolved through the grievance and arbitration procedure set out in Article 10, below. Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the *Hospital Labour Disputes Arbitration Act*.

ARTICLE 6 – UNION SECURITY

6.01 Acquainting Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Collective Agreement with the union is in effect as well as the conditions of employment set out in the Articles dealing with Union security and dues check-off.

6.02 Union Meeting with New Employees

During the first two (2) weeks of employment, an officer of the Union shall be allowed up to fifteen (15) minutes of time to meet with all new employees during working hours and without loss of pay. Said meetings shall take place on the Employer's premises at a time and place mutually agreed on by the parties. The purpose of said meetings is to discuss the duties and benefits of Union membership and to give out Collective Agreements, membership forms, and other relevant Union material.

6.03 Check-off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.04 Deductions

Deductions shall be calculated by the Employer and forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, gender, classifications, status changes and number of hours paid of employees from whose wages the deductions have been made. A copy of this list shall also be forwarded to the Local Union Secretary Treasurer, by the Employer at the same time.

6.05 Dues Receipts

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

6.06 Employer Indemnification

The Union agrees to indemnify and save the Employer harmless from any and all claims, and from any other form of liability arising from the deductions set out in Article 6.03 above.

6.07 Contracting Out

No Bargaining Unit Employee shall be laid off or terminated as a result of the Employer contracting out any of its work or services.

6.08 All Employees to Be Members

As a condition of employment, all employees of the Employer falling within the Bargaining Unit after January 1, 1988, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.

6.09 Major Technological/Work Method Changes

The Employer undertakes to discuss with the Union as far in advance as practical, major technological/work method changes that will have a significant impact on the status of employees within the Bargaining Unit.

The Employer agrees to discuss with the union the effect of such changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, on employees concerned.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home and the Recording Secretary of the Union. In the event original correspondence passes, between other persons, copies shall be sent to the Administrator of the Home and the Recording Secretary of the Union.

7.02 A copy of any correspondence between the Employer and any employees in the Bargaining Unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union.

7.03 The Employer shall post in each department and supply to the Union, a seniority list for full-time employees and part-time employees, by department and classification. A master Bargaining Unit seniority list shall be generated and shared with the Union. The seniority list shall include the names of employees, their classifications, **date of hire**, and seniority, and shall be sorted in descending order by seniority. These lists shall be updated every six (6) months, meaning as of the last pay period of the year by January 31st and as of pay period thirteen (13) by July 31st of each year.

Where two (2) or more employees commence work on the same day, and have the same seniority date, seniority will be in accordance with the date of application.

7.04 A copy of the Report of Dufferin Oaks Committee of Management shall be forwarded to the Recording Secretary of the Union once adopted by County Council.

7.05 The Employer shall notify the union president, in writing, **on a monthly basis** of all new hires and terminations within the Bargaining Unit.

ARTICLE 8 – UNION REPRESENTATION

8.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit, and an employee or group of employees in the Bargaining Unit shall not bargain with or enter into any agreement with the Employer. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with a list showing the names of its officers. The Employer shall recognize the Union's officers only upon proper notification. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

8.02 The Union acknowledges that its representatives must continue to perform their regular duties and that so far as it is practicable, all Union activities will be conducted outside of regular working hours; further, no employee will engage in any union activity during regular working hours except as provided in this Agreement, and that

- a) such employee will not leave **their** regular duties without obtaining permission from **their** supervisor;
- b) when resuming **their** regular duties after engaging in duties on behalf of the Union, **they** will report to **their** supervisor upon **their** return;
- c) Any union representative who is granted time by this clause to take up union business in a department other than **their** own will also report to the supervisor of that department at the time.

8.03 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than five (5) members of the Union. If possible, one (1) of these will be a part time employee. The Union will advise the Employer of the Union members of the Committee.

8.04 Members of the Union Bargaining Committee shall not lose pay for hours necessarily lost from scheduled work while attending Collective Agreement negotiation meetings with the Employer, up to and including conciliation.

8.05 Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings with the Employer or in accordance with their rights and responsibilities as designated Union representatives.

ARTICLE 9 – EMPLOYEE-MANAGEMENT COMMITTEE

9.01 The parties agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations; accordingly, the parties agree that there

shall be an Employee-Management Committee, which Committee's purpose includes:

- a) promoting and providing effective and meaningful communication of information and ideas;
- b) making joint recommendations on matters of concern, including the quality and quantity of care;
- c) discussing and reviewing matters relating to orientation and in-service/training programmes and;
- d) discussing matters relating to employee-management relations.

9.02 The Committee shall be composed of not more than four (4) representatives from the Union and an equal number from the Employer. If the parties mutually agree, a spokesperson may be invited to speak on a specific issue.

9.03 The Committee shall meet quarterly, or at the request of either party, at a time to be mutually agreed upon. The agenda for each meeting will be established by an email from each party, containing subject matters for discussion, to be delivered to the meeting Chairperson at least seven (7) working days in advance of the meeting.

9.04 The duties of Chairperson shall alternate between the parties. A Dufferin Oaks Management Representative shall prepare minutes of the meeting, which will be emailed as soon as practicable to the Committee Members. Acceptance of said minutes as an accurate record of the Committee's meetings will be discussed at the next Labour Management Meeting.

9.05 While the Committee shall consider and attempt to resolve problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

9.06 Employees shall not lose pay for hours necessarily lost from scheduled work while attending Employee Management Committee meetings. Hours will be paid at the employee's regular rate of pay.

In instances where an Employee is not scheduled to work and is required to attend Employee Management Committee meetings, the Union is required to cover wages, benefits and other related costs for the approved time. The Employer agrees to pay the costs to the employee and the Union is required to reimburse the Employer upon notice of the payment.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

10.02 At the time formal discipline is imposed, up to and including discharge, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of their steward. The Employer shall notify the employee of this right in advance. Subject to union steward availability, the parties agree that during the investigation process, an employee may

elect to meet and caucus for up to 15 minutes with their union steward before or during a meeting with the Employer where formal discipline is contemplated.

10.03 Complaint

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until **they** have first given **their** immediate supervisor the opportunity of adjusting **their** complaint. Such complaint shall be discussed within ten (10) calendar days after the circumstances. Failing settlement within **five (5) business** days, the complaint shall then be taken up as a grievance within ten (10) calendar days.

Step 1

The employee may submit a written grievance signed by the employee or the union **representative to their** immediate supervisor or **designate**. The grievance shall identify the nature of the grievance, **with specific information pertaining to the nature of the alleged violation**, and the remedy sought and should identify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor or **designate** will deliver **their** decision in writing within ten (10) calendar days following the day on which the grievance was presented to **the supervisor or designate**. Failing settlement, then:

Step 2

Within fourteen (14) calendar days following the decision in Step 1, the grievance may be submitted in writing to the Administrator of the Home and the Grievance Committee who shall meet within fourteen (14) calendar days of the submission of the grievance at Step 2. The purpose of the meeting shall be to facilitate a resolution of the grievance or otherwise clearly identify the issues in dispute. It is understood and agreed that a representative of the Canadian Union of Public Employees and the Grievor may be present at the meeting. It is further understood that the Administrator of the Home may have such counsel and assistance as **they** may desire at such meeting. The decision of the Employer shall be delivered within the fourteen (14) calendar days following the date of such meeting.

Any timelines identified above within the Complaint, Step 1, or Step 2 processes may be extended if mutually agreed upon in writing by both parties.

10.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could **themselves** institute and the regular grievance procedure shall not be thereby bypassed.

10.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing. Said grievance shall identify each employee in the group and shall be presented to the Administrator or **their** designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees in the group. The grievance shall then be treated as having been initiated at Step 2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

- 10.06 A claim by an employee that **they have** been discharged without just cause or suspended shall be treated as a grievance at Step 2 if the grievance is submitted in writing within seven (7) calendar days following the date on which the discharge or suspension is affected. In the case of an employee terminated prior to the completion of the probationary period the conditions set out in Article 12.02 shall apply. Any such grievance may be settled under the Grievance and Arbitration Procedure by:
- a) confirming the Employer's action in dismissing the employee, or
 - b) reinstating the employee with or without full compensation for time lost; or
 - c) by any other arrangement which may be deemed just and equitable.

Whenever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing, at the same time as the employee. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed **their** probationary period without just cause.

- 10.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step 2, it will be deemed to have been received within the time limits.
- 10.08 All agreements reached under the grievance procedure between the representatives of the parties will be final and binding upon the parties and upon the employees.
- 10.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing provision, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to affect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairperson of the Arbitration Board. If they are unable to agree upon such a chairperson within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairperson.
- 10.10 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto. The decision of the majority or, where there is no majority, the decision of the chairperson, shall be final and binding upon the parties hereto and the employee or employees concerned.
- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairperson of the Arbitration Board.
- 10.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory. Failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the *Labour Relations Act*.
- 10.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a single arbitrator and/or mediator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.
- The parties agree that should a settlement not be achieved through the mediation process that the grievance(s) may proceed to arbitration and all articles pertaining to the arbitration process shall apply.

ARTICLE 11 – EMPLOYEE FILES

- 11.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add **their** views to such evaluation prior to it being placed in **their** file. A copy of the evaluation will be provided to the employee. Such evaluations are to take place prior to completion of the probationary period and on or about the anniversary date of employment.
- 11.02 Each employee, with a Union representative if requested, shall have reasonable access to the employee's file for the purpose of reviewing and obtaining copies of any evaluations or disciplinary notations contained therein, in the presence of a supervisor or designate.
- 11.03 Any letter of reprimand, suspension, or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 12 – SENIORITY

- 12.01
- a) Seniority is defined as the length of service in the Bargaining Unit, subject to the provisions in this Article, and shall include service with the Employer prior to the certification or recognition of the Union, measured from the date of last hire.
 - b) All seniority, illness, vacation and like credits obtained under this Agreement shall be retained and transferred with the member if **they** change **their** status from full-time to part-time and vice-versa.

- c) In regard to Article 12 on Seniority, it is agreed between the parties that for the purposes of calculating tours for seniority, the system outlined in paragraph 12.04 will commence on the date of ratification between the parties. Past seniority will be calculated on the system in place prior to certification, and subsequent negotiated changes.

12.02 Probationary Employees

A new employee shall be considered probationary for sixty (60) tours worked or six (6) months, whichever is greater. Upon successful completion of the probationary period, the employee shall be placed on the seniority list with seniority effective from the date of last hire. The Employer has the sole discretion to terminate the employment of a probationary employee on the basis that the employee is not suitable for permanent employment. The Employer's determination of suitability shall not be made in a manner which is arbitrary, discriminatory or in bad faith. For the purposes of this clause, one (1) tour shall be the hours per week specified in schedule "A", divided by 5.

12.03 Calculation of Seniority

For the purposes of this Agreement, part-time employees shall accumulate seniority on the basis of one (1) year's seniority for each "x" hours worked in the Bargaining Unit from the last date of hire, except as otherwise provided in this Article, with "x", defined as follows: In accordance with schedule "A" classifications working 7 hour/day = 1625, All other will be = 1740.

12.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed terminated if **they**:

- a) quit or retires;
- b) is discharged and not reinstated through the Grievance/Arbitration procedure;
- c) is absent from work for a period of three (3) or more consecutive scheduled shifts without notifying the Home of such absence and providing to the Home a satisfactory reason;
- d) fails to return to work upon the expiration of a leave of absence or utilizes the leave for a purpose other than that for which the leave was granted;
- e) has been laid off for twenty-four (24) months;
- f) fails:
 - i) within seven (7) calendar days from the mailing of Notice of Recall sent by registered mail to **their** last known address to signify **their** intention to return from layoff, and further
 - ii) to return to work within seven (7) calendar days thereafter;
- g) is absent due to illness or disability for a period of one hundred and twenty-one (121) weeks from the time the illness or disability commenced, subject to the provisions of Article 4.02(a).

12.05 An employee shall maintain but not accumulate seniority under the following circumstances:

- a) during a leave of absence granted by the Employer in writing, in excess of fourteen (14) consecutive calendar days; and

b) during a layoff not exceeding twenty-four (24) months.

12.06 Without limitation, an employee shall continue to accumulate seniority under the following circumstances:

- a) during a leave of absence granted by the employer in writing, not to exceed fourteen (14) consecutive days;
- b) during maternity/adoption/parental leave, in accordance with Article 19.06 below; and
- c) during a period of illness or disability, subject to Article 12.04 (g) up to a maximum of one (1) year.

12.07 Transfer and Seniority Outside Bargaining Unit

An Employee who is transferred temporarily to a position outside of the bargaining unit for a period of not more than twenty-four (24) months, shall retain but not accumulate, **their** seniority held at the time of the transfer. In the event the employee is returned or elects to return to **their** previously held position, **they** shall be credited with seniority held at the time of the transfer and resume accumulation from the date of **their** return to the bargaining unit.

12.08 Casual Employees

Casual employees who are not regularly scheduled to work and who continue to refuse shifts or are unavailable to work for a period of ninety (90) days will be considered to have discontinued the employment relationship.

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

13.01 Job Posting

- a) Within seven (7) calendar days of the Employer determining that there exists a vacancy in a Bargaining Unit position, or if the Employer establishes a new position within the Bargaining Unit, the Employer will post the position on an employee accessible website with a copy to the Human Resources bulletin board. Such notices shall remain posted for a period of seven (7) calendar days.
- b) Employees who wish to apply for any posted vacancy shall do so electronically, to the Human Resources department, on electronic application form within the posting period. For employees without access to a computer or other electronic device, the Employer will make available a computer to be placed in a common area, so that employees can apply online.
- c) Such vacancy or new job created shall be filled from the applications received on the basis of Article 13.03 and the procedure set out in Article 13.04.
- d) Successful applicants will be notified by the Employer within a reasonable time frame and have 24 hours to decline after which time consent is considered final and irrevocable. An announcement will be posted including anticipated start date on the employee accessible website with a copy to CUPE bulletin board.

- e) Vacancies which are not expected to exceed three (3) months may be filled by the Employer at its discretion. The Employer will give first priority to qualified employees in accordance with the criteria set out in Article 13.03 and the procedure set out in Article 13.04 and 13.05(a).
- f) This Article does not apply for positions that are filled in accordance with the provisions of Article 14.04. (Layoff)

13.02 All postings shall contain the following information:

Nature of the position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary range. The Union will be notified of the name of the current incumbent.

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings **will contain language that adheres to the County's Equity, Diversity, and Inclusion policies and practices.**

13.03 In all cases of transfer or promotion the following factors shall be considered:

- a) skill, ability, experience and qualifications;
- b) classification seniority (current practice);
- c) departmental seniority;
- d) Bargaining Unit seniority.

Where the qualifications of factor (a) are relatively equal, factor (b), then (c), then (d) shall govern.

13.04

- a) The Employer shall give first consideration to Bargaining Unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants from the Bargaining Unit pursuant to the provisions of this Article.
- b) When job postings occur, only qualified applicants will be eligible. Should there be no qualified applicants, employees presently taking courses in order to become qualified for a position will be considered at the Employer's discretion where a minimum of 75% of the courses have been completed and the employee agrees to continue the courses until completion. Failure to successfully complete the courses in an appropriate period of time will result in the employee reverting back to their original position. Such course shall not interfere with the employee's work schedule unless by mutual agreement.

13.05

- a) Within seven (7) calendar days of the date of appointment to a posted vacancy, the successful applicant shall be notified, and a posting announcement by way of a summary page, shall be posted on the Human Resources bulletin boards for a period of seven (7) calendar days. An announcement shall likewise be posted in the event of an assignment to a vacancy of three (3) months or less.

- b) Unsuccessful applicants who wish to inquire about the selection process may address their inquiry to the department supervisor.

13.06 Trial Period

The successful applicant to a posted vacancy or to a secondary vacancy arising from a posted vacancy shall be allowed a trial period of up to thirty (30) tours, during which the Employer will determine whether or not the employee can satisfactorily perform the job. At the outset of the trial period, the Employer shall provide adequate familiarization to the successful applicant. Within the trial period, the employee may be returned by the Employer to the position formerly occupied, without loss of seniority. The employee may also request such a return. Secondary vacancies resulting from the filling of the posted vacancy shall be filled on a temporary basis until the trial period is completed.

- 13.07 Employees who are promoted to a temporary vacancy shall not be eligible for another temporary vacancy position, subject to the sole and absolute discretion of the Employer, for nine (9) months, or until a temporary vacancy has expired, whichever comes first. Consideration will be given to employees who are filling a temporary vacancy and apply for a temporary vacancy where there is a greater benefit. "Greater benefits" is defined as where there is an increase in pay, an increase in benefits or an increase in scheduled hours only.

13.08 Adjustment of rate when changing classifications

- a) When awarded a position in a higher rated classification, the successful candidate will be placed at the step of the new classification at the rate of pay closest to **their** current hourly rate where no decrease occurs. When awarded a position in a lower rated classification, the successful candidate will be placed at the step of the lower classification at the rate of pay closest to **their** current hourly rate.
- b) When laid off, if an employee bumps to a lower rated classification, **they** will go to the same step on the grid of the lower rated classification.

- 13.09 When laid off, if an employee bumps laterally, **they** will maintain **their** existing rate of pay.

13.10

- a) Changes in work assignments within a classification will be determined by the Employer as per Article 2.01. If unable to reach a mutual agreement between employees, then the employee with least seniority will have the assignment change.
- b) Employee requests for work assignment changes and requests for accommodation will be considered on an individual basis.

13.11 Shift Trade Agreement

The parties agree that there is a benefit in employees being able to enter into shift trade agreements. When considering shift trade agreements, the following provisions shall apply:

- a) **Employees wishing to enter into a shift trade agreement shall apply annually in writing to their manager noting the specific shifts on the master schedule that shall be traded between parties.**

- b) Consideration will be given to requests received if convenient to the Employer and in the best interests in the operation of the Home.
- c) This agreement will remain in effect until the following occurs at which point the employees will return to their previous schedule that was in place prior to the agreement:
 - i) Either party wishes to terminate the agreement and provides sixty (60) days notification in writing, or;
 - ii) Either party applies for and is awarded another line or position either permanently or temporarily, or;
 - iii) Either party's line or position is posted and awarded permanently or temporarily.
- d) All other provisions in the Collective Agreement will be adhered to.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01 The Employer will endeavour to notify the Union and employees who are to be laid off as far in advance as possible of the date of lay off. The minimum periods of notice or pay in lieu of notice are as set out in the *Ontario Employment Standards Act*.
- Layoffs under the provisions of this Collective Agreement shall include reductions of master schedule hours excluding temporary funded positions, seasonal, leaves of absence and/or vacation coverage hours.
- 14.02 In the case of a work shortage or a layoff, the following procedure shall apply, provided that the employees retained possess the required qualifications to perform the remaining work available:
- a) temporary, probationary and then casual employees shall be laid off first;
 - b) part-time employees shall be laid off next in the reverse order of their Bargaining Unit-wide seniority; and
 - c) if further employees are to be laid off, full-time employees shall be laid off in reverse order of their Bargaining Unit wide seniority, or by inverse seniority, if the parties agree.
- 14.03 An employee about to be laid off may exercise **their** seniority, provided that the employees retained possess the required qualifications to perform the remaining work available, by bumping a junior employee in a classification at an equivalent or lower wage level.
- 14.04 Recall Procedure
- Employees shall be recalled in the order of their seniority, provided they have the required qualifications to perform the work, subject to a brief period of familiarization with the work.
- 14.05 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 14.06 Grievances concerning layoffs and recalls shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK

15.01 Employees shall be categorized as either full-time or part-time for the purposes of this Agreement, and especially this Article and Article 12.03.

15.02 The employer and the union agree that employees with the same job description within the same category (full-time or part-time) and available to work will be assigned shifts on a fair and equitable basis, excluding casual call-in staff. Nothing in this provision shall affect established shift rotations.

15.03

- a) Full-time employees are those who regularly work thirty-seven and one half (37½) hours per week comprised of seven and one-half (7½) hours per day and five (5) days per week, except as set out in Article 15.03 (b) below.
- b) Full-time office and clerical employees are those who regularly work thirty-five (35) hours per week comprised of seven (7) hours per day and five (5) days per week, being Monday to Friday.
- c) If an employee is up to seven (7) minutes late for **their** scheduled shift, no time shall be deducted from **their** shift; however, if the employee is eight (8) to fifteen (15) minutes late, then fifteen (15) minutes shall be deducted from **their** shift. The same pattern shall apply to successive fifteen (15) minute intervals. Nothing herein restricts the employer from taking progressive disciplinary action for lateness.

15.04

- a) All references to Part-time employees within this Agreement are deemed to mean all Regular part-time, part-time and casual employees, the definitions of which are as follows:
 - i) Regular Part-time employees are employees that appear on the Master Schedule, are assigned a set schedule on a regular rotation and that work less than full-time hours;
 - ii) Part-time employees are employees that appear on the Master Schedule but do not have an assigned set schedule and that work less than full-time hours;
 - iii) Casual employees have no regularly scheduled shifts on the master time sheet. The home relies on its casual employees to staff shifts when Regular part-time and part-time employees are not available.
- b) Temporary Employees are employees that are hired for a specific position, and a set period of time, not to exceed 12 months, unless otherwise agreed upon by the parties. A Temporary Employee may only be hired when no qualified Bargaining Unit employee is interested in, or available for, the position. Articles 12 & 13 of this Collective Agreement do not apply to Temporary Employees, but all other Articles, Appendices, Schedules and Letters of Understanding shall apply.

A new employee, who is hired into a temporary vacancy, of nine (9) months or less, shall not acquire seniority rights over employees who had seniority standing at the time the new employee was hired.

- c) The Employer may hire students on a part time basis provided that no employee, covered by this Collective Agreement, experiences a reduction in their scheduled hours of work.

15.05

- a) The above provisions are intended to define the normal hours of work and shall be construed as a guarantee of hours of work per day or days of work per week.
- b) The Employer intends to continue its current scheduling practices. In the event of proposed changes, the Employer will afford the Union an opportunity to meet to discuss said changes, prior to implementation.

15.06 Breaks

- a) There shall be two (2) paid rest periods of fifteen (15) minutes duration each, and one (1) unpaid lunch period of thirty (30) minutes for each shift more than five (5) hours in length one (1) hour for office and clerical employees). Shifts of four (4) to five (5) hours will include one (1) paid rest period of fifteen (15) minutes duration. Shifts of less than four (4) hours will not include any paid or unpaid breaks.

If an employee is recalled to duty during any of the breaks set out above, **they** shall receive the time off missed later in the shift.
- b) Staff Room: The Employer will provide space for a staff room for the exclusive use of all staff of the Home as a Staff Room.

15.07 Overtime

- a) Overtime at the rate of time and one half (1½) shall be paid:
 - i) for all authorized hours worked in excess of seven and one-half (7 ½) in any tour of duty (seven (7) hours for office & clerical employees);
 - ii) for all authorized hours worked by a full-time employee on a scheduled day off,
 - iii) for all authorized hours worked by a part-time employee in excess of **seventy-five (75) hours per pay**; and
 - iv) for all authorized hours worked in contravention of Article 15.10, 15.11, and 15.12 (d) below.
- b) There shall be no pyramiding of overtime or other benefits.
- c) An employee may request, in writing, time off in lieu of overtime pay, of an equivalent value, which request and the scheduling of which shall not be unreasonably denied. The Employer shall exercise its discretion on a first come, first served basis.

Employees may accumulate a maximum of five (5) days in lieu of overtime pay. Once employees have accumulated 5 days, overtime pay will automatically be paid.

- d) Overtime is payable at fifteen (15) minute intervals in the same way as article 15.07 a) above; up to seven (7) minutes in each interval is not paid; eight (8) to fifteen (15) minutes is paid the full fifteen (15) minutes at the overtime rate.

15.08 Non-Scheduled Hours

- a) The Employer will endeavour to distribute non-scheduled hours as equitably as possible in accordance with employee availability, department, classification and with a view to minimizing overtime. The Employer recognizes the importance of seniority in said equitable distribution.
- b) In the event an employee is called in for a shift the employee shall be paid from the time they were called for the remainder of the shift, provided that the employee reports for work within thirty (30) minutes from the time they were called. In all other circumstances an employee shall be paid only for time actually worked.

15.09 Reporting Pay

An employee who reports to work at the regularly scheduled time, without receiving contrary instructions, shall receive at least four (4) hours pay, unless scheduled for fewer hours, in which case they shall receive pay for the scheduled hours. The Employer may require that the employee perform work for all the hours paid provided that the work is related to their classification.

15.10 Call-back Pay

An employee who has left the premises of the Home, including grounds and parking lot, at the completion of their shift and who is called back to work on the same day shall receive at least four (4) hours pay. The Employer may require that the employee perform work for all the hours paid, provided that the work is related to their classification.

15.11 Shift Work

- a) In sections required to provide seven (7) day service, the Employer will schedule shifts so that employees receive at least one (1) weekend off in three (3); the Employer will endeavour to schedule shifts so that employees receive at least one (1) weekend off in two (2).
- b) Each employee will receive either Christmas Day or New Year's Day off, alternating each year. If within a department, the opportunity exists for employees to have both days off, this option will be offered to employees (who have been employed by the home for a minimum of two (2) years) on a rotating basis. The schedule for the current year will be developed based on the days worked the previous year.

Where reasonably possible, the Employer will also endeavour that each employee receives either Boxing Day or New Year's Eve Day in conjunction with the above days. It is understood that paragraph 15.11 (a), above, may be adjusted to allow for this.

- c) An employee requesting in writing specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. An employee requesting in writing removal from a permanent tour of duty will be given consideration by the Employer.
- d) The Employer will not schedule employees to work split shifts.

15.12 Shift Schedules

- a) Schedules and days off determined by the Home shall be posted by the fifteenth (15th) of the month for the following month. These tours and/or days off may be changed by the Employer at any time with consent of the employee(s) provided. If consent is not granted, the Employer may change the schedule with **seventy-two (72) hours** notice. When a tour schedule is changed without **seventy-two (72) hours'** notice, the employee(s) shall be paid at the premium rate of time and one-half (1½) for their next scheduled shift.
- b) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. Such requests must be submitted three (3) days in advance of the requested change unless there are exceptional circumstances giving rise to such request period. It is understood that such a tour of duty or exchange initiated by the employee and approved by the Supervisor shall not result in overtime compensation or payment.
- c) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off, provided a total of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.
- d) For full-time employees, at least sixteen (16) hours' time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours' time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked. For part-time employees, at least eleven (11) hours' time off shall be scheduled between a change of tours of duty, and at least twenty-three (23) hours' time off following night duty when two (2) or more consecutive night tours are worked.

A shorter period of time between change of tours may be scheduled; however, should the above provision not be adhered to, such employee will be paid time and one-half (1½) for the first tour worked.

- e) Part time employees should identify to the Employer, after the schedule has been posted, if there are periods of time when they are unavailable to be called for non-scheduled work. It is thereafter the responsibility of part-time employees to identify to the Employer any changes in their periods of unavailability.

15.13 Shift Premium

- a) Night shift: a **premium** of one dollar and **twenty-five cents (\$1.25)** per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 12:01 a.m. and 6 a.m.
- b) Afternoon shift: a **premium of one dollar and ten cents (\$1.10)** per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 7:00 p.m. and 11:59 p.m.
- c) Weekend shift: a **premium of eighty cents (\$0. 80)** per hour **will apply** for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between Friday 22:30 hours and 22:30 hours Sunday.

Effective January 1, 2024, the weekend premium shall increase to one dollar (\$1.00) per hour.

- d) Shift premiums shall not be considered as part of an employee's basic hourly rate and shall therefore not be pyramided with overtime hours.
- e) **All shift premiums are to be effective upon ratification of this Agreement.**
- f) RPN Responsibility Pay

Should an RPN be assigned to be the facility charge nurse (in the absence of an RN) on any shift, such RPN will receive responsibility pay of **one dollar (\$1.00)** per hour.

ARTICLE 16 – PAID HOLIDAYS

16.01

- a) **All full-time employees shall receive the following holidays without loss of pay:**

| | |
|----------------|-------------------------------------|
| New Year's Day | Truth and Reconciliation Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Easter Monday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Float Day (# 1) |
| Civic Holiday | Float Day (# 2) |
| Labour Day | Float Day (# 3) |

- b) **All part-time employees shall receive the following holidays:**

| | |
|----------------|------------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | Float Day (# 1) |

Civic Holiday

- i) Eligibility and pay for Public Holidays listed in the table above shall be in accordance with the *Employment Standards Act* formula.
 - ii) If a part-time employee is required to work on a Public Holiday, **they** shall be paid at one and one-half (1½) times **their** regular rate for all hours worked plus any holiday pay to which **they** may be entitled under (a) above.
 - iii) Effective January 1, 2020, if a part time employee is required to work on Easter Monday, **they** shall be paid at one and one half (1 ½) times **their** regular rate for all hours worked.
 - iv) Part-time employees who qualify for payment of stat average may bank their stat average for time off in lieu of payment (excluding Christmas and Boxing Day). Employees must indicate to their manager by December 15th of their intent to bank their stat average pay for the following year. Time banked must be used in the same calendar year in which it is earned and at a mutually agreed upon time with the employer.
- c) If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Float Day specified above. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.
- d) Floating Holiday: Employees employed as of January 1 shall make written request for a floating holiday to be used in that calendar year, the scheduling of which shall not be unreasonably denied by the Employer in consideration of the operating needs of the Home.

16.02

- a) In order for a full-time employee to qualify for a paid holiday and receive payment, such employee must:
- i) work the regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short-Term Disability Plan. If a statutory holiday occurs when an employee is on authorized leave without pay, **they** shall receive statutory holiday pay provided that **they are** not on leave without pay the working day before or after the statutory holiday; and
 - ii) report for and perform **their** work on the holiday if **they** agreed to work that day unless excused by the Employer.
- b) A full-time employee who qualifies for a holiday and does not work shall be paid for

one (1) day at ~~+~~ **their** normal rate of pay.

- c) A full-time employee who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1½) **their** applicable hourly rate of pay for all hours worked on such holiday. In addition, **they** will receive a lieu day off with pay.

16.03 A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays shall be deemed to be work performed on the holiday and shall be so deemed for the full period of the tour, only if the majority of the hours worked falls within said twenty-four (24) hour period.

16.04 When a holiday falls with the vacation period of a full-time employee, it shall be added to the end of **their** holiday or scheduled at a mutually agreeable time. When a holiday falls on a regularly scheduled day off of a full-time employee, it shall be scheduled at a mutually agreeable time.

16.05

- a) An employee may request, in writing, the scheduling of lieu days, which shall not be unreasonably denied.
- b) A request for the scheduling of lieu days must be submitted to the Supervisor at least three (3) working days prior to the date in question.
- c) Lieu days may be accumulated up to five (5) days.

16.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its staff.

16.07 Scheduling of Holidays for Office and Activation Employees

Notwithstanding Articles 16.02 c) or 16.04 b) ii), the Home and an employee may mutually agree to schedule an alternative day, in accordance with the *Employment Standards Act*.

ARTICLE 17 – VACATIONS

17.01 Full Time Employees

| Months of Service | Equivalent years | Rate per Month Days Accrued per Month | Equivalent Days |
|-------------------|-------------------|---------------------------------------|-----------------|
| 0 – 24 | 0 – end 2 | 5/6 | 10 |
| 25 – 84 | Start 3 – end 7 | 1 ¼ | 15 |
| 85 – 156 | start 8 – end 13 | 1 2/3 | 20 |
| 157 – 288 | start 14 – end 24 | 2 1/12 | 25 |
| 289 – 300 | start 25 – end 25 | 2 ½ | 30 |
| 301 – 312 | start 26 – end 26 | 2 7/12 | 31 |
| 313 – 324 | start 27 – end 27 | 2 2/3 | 32 |

| | | | |
|------------------|--------------------------|----------------|-----------|
| 325 – 336 | start 28 – end 28 | 2 3/4 | 33 |
| 337 – 348 | start 29 – end 29 | 2 5/6 | 34 |
| 349 – on | start 30 – on | 2 11/12 | 35 |

17.02 Vacation must be taken in the twelve (12) month period beginning in January and ending in December, in the year in which the vacation is earned, at a mutually agreeable time arranged between the Employee and Department Head. A maximum ten (10) days plus any unused incidental illness days can be carried over to the following year. A carry-over in excess of this requires the approval of the Administrator.

17.03 Employees may draw up to five (5) days' vacation in advance, should any employee terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from **their** termination pay.

- 17.04
- a) When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.
 - b) **When an employee's employment ends and the employee has taken paid vacation within the calendar year that has not been earned, re-payment of the unearned paid vacation will be deducted from the Employee's final pay.**

- 17.05
- a) In order to schedule vacations, the following procedure will govern:
 - i) The definition of the vacation period is as follows; June 1st through May 31st of each year. All annual vacation requests shall be submitted by April 1st of each year. The Employer will post vacation granted by May 1st.
 - ii) Requests received after the deadline will be treated on a first-come-first-serve basis. The Employer agrees to approve or deny such requests within fourteen (14) calendar days from receipt of the request, unless in a case of an emergency when it will be given as soon as practicable.
 - b) In the event of conflicts, seniority shall prevail.
 - c) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

- 17.06 All part-time employees shall be granted vacation pay on the following basis: Years of Service (see 12.03)

| % of Pay Per Hours Worked | |
|---------------------------|-----|
| 0 - end 2 | 4% |
| Start 3 - end 7 | 6% |
| Start 8- end 13 | 8% |
| Start 14- end 24 | 10% |
| Start 25- on | 12% |

- 17.07 Vacation pay for part time employees shall be calculated and paid each pay period.
- 17.08 Vacation credits do not accumulate while on Long Term Disability, WSIB or leaves of absence without pay for more than fourteen (14) consecutive calendar days. However, no employee will experience a loss of Service for such absences and an employee, upon return from an absence as a result of any of the aforementioned reasons, will be granted vacation credits based on the Years of Service they had immediately prior to the absence.
- 17.09 Where an employee's scheduled vacation is interrupted due to a serious illness or injury that results in an approved short-term disability claim, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the employee's option. It is the responsibility of the employee to notify the employer of such interruption within a reasonable time from the application for short-term disability.

ARTICLE 18 – SICK LEAVE

18.01 Illness Allowance

Each employee is personally responsible for advising **their** supervisor or designate prior to each occasion necessitating an absence from scheduled duty.

An employee who is absent from work for three (3) weeks or more must provide **their** supervisor a minimum of 96 hours (4 days) notice of **their** return to work date.

Full Time

Every full-time employee will have six (6) paid days for each year for incidental illness or as a bridge to Short-Term Disability benefits. New full-time employees will have these days prorated based on their start date. Advances from the following year's incidental illness allotment to cover off an absence in the current year will not be permitted.

Part Time

Every part-time employee, excluding casual employees, will be entitled to twenty-two and one half (22 ½) paid hours for each year for incidental illness. New part-time employees will have these hours prorated based on their start date. Advances from the following year's incidental

illness allotment to cover off an absence in the current year will not be permitted.

Bonus Hours Payout

Should a full-time employee be absent less than six (6) days in a calendar year, then the employee will be credited with the difference between six (6) days and the number of days actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be converted into vacation within the following year. If service is less than twelve (12) full months in the year, payout or conversion to vacation of "bonus days" will be prorated.

Should a part-time employee, excluding casual employees, be absent less than the above entitlement, then the employee will be credited with the difference said entitlement and the number of hours actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be taken as time off, to be mutually agreeable between the Employer and Employee, within the following calendar year. If employed for less than twelve (12) full months in the year, payout of "bonus hours" will be prorated.

18.02 Short Term Disability Plan (STD)

Every full-time employee's illness allowance shall be used for incidental illness or as a bridge to STD benefits. This credit is to be applied to periods of disability of three (3) consecutive working days or less. New full-time employees will have six (6) days prorated.

Full-time employees shall receive compensation for Short-Term Disability Benefits of up to seventeen (17) weeks, as follows:

- a) If an employee becomes totally disabled as a result of an illness, accident or hospitalization, benefits (STD) will commence on the fourth (4th) consecutive working day of disability and end after seventeen (17) weeks.
- b) In order to qualify for the benefits, the employee must be receiving regular and ongoing care from a qualified medical practitioner and provide a medical certificate stating the following:
 - i) The likely date of return to work; and
 - ii) Whether the employee will return to work with restrictions that will require accommodation.
- c) Periods of disability due to the same or related cause separated by twenty (20) consecutive working days or less will be considered a single period of disability.

At the end of 17 weeks, if appropriate documentation has been provided, Long-Term Disability Benefits will be initiated.

Every full-time employee shall have immediate seventeen (17) weeks of disability coverage according to the following formula:

| Length of Service (Seniority) as of January 1 st , of each year | 100% Salary | 70% of Salary |
|-------------------------------------------------------------------------------|-------------|---------------|
| Employees with less than 3 months | 0 weeks | 17 weeks |
| 3 months but less than 1 year | 1 week | 16 weeks |
| 1 year but less than 2 years | 2 weeks | 15 weeks |
| 2 years but less than 3 years | 3 weeks | 14 weeks |
| 3 years but less than 4 years | 4 weeks | 13 weeks |
| 4 years but less than 5 years | 5 weeks | 12 weeks |
| 5 years but less than 6 years | 7 weeks | 10 weeks |
| 6 years but less than 7 years | 9 weeks | 8 weeks |
| 7 years but less than 8 years | 11 weeks | 6 weeks |
| 8 years but less than 9 years | 13 weeks | 4 weeks |
| Over 9 Years | 17 weeks | 0 weeks |

18.03 Short Term Disability Payment

It is understood that in any one (1) calendar year a maximum of seventeen (17) weeks of salary protection shall be available.

If a full-time employee is approved for and is off on Short-Term Disability, the employee shall be paid for all statutory holidays during the time of illness, according to the formula established under the Short-Term Disability Plan. For the purposes of Long-Term Disability eligibility only, and for no other purpose, the seventeen (17) weeks of short-term disability benefits will not be extended as a result of the paid statutory holidays. No statutory holidays are accumulated when on Short-Term Disability.

In the event a full-time employee is on Short-Term Disability at the end of a calendar year, Short-Term Disability will be carried over into the following year at their current rate of pay until a total of seventeen (17) weeks of continuous absence has occurred. The seventeen (17) weeks of Short-Term Disability Benefit protection will not be re-instated in the new calendar year until the employee has returned to active employment, which is supported by documentation from a health care professional, for a minimum of twenty (20) consecutive working days and is performing at full hours and regular duties.

Should a full-time employee anticipate still being disabled at the expiration of seventeen (17) continuous weeks of Short-Term Disability Benefits, then an application for Long-Term Disability Benefits should be initiated six (6) to eight (8) weeks prior to the LTD eligibility date. Payment under the Short-Term Disability Plan may be obtained depending on circumstances, by one of the two methods outlined in Article 18.04 below.

18.04 S.T.D. Days (Medical Certificate)

- a) Each full-time employee who is absent for a period of more than three (3) consecutive working days shall complete and submit the forms required by the Home to the third-party **abilities** provider to determine eligibility for short-term disability and manage the employee's return to work. If at any time, there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, benefits may be suspended.
- b) In the event an employee drops to seventy percent (70%) earnings, they may, upon written request, use accumulated vacation or lieu time (overtime/paid holidays) to supplement the seventy percent (70%) earnings to one hundred percent (100%).
- c) Employees have the right to appeal any denial of benefits made by the provider for either short-term or long-term disability.

18.05 Part Time Employees

A part-time employee who is absent for a period of more than three (3) consecutive working days shall complete the forms required by the Home to confirm disability and manage the employee's return to work. If at any time there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, employment may be terminated.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 Leave of absence for full-time Union or public duties

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without pay during **their** terms of office.
- c) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for a period of up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and benefits.

19.02 Union Leave

- a) Upon receipt of written request and on reasonable notice not to be less than fifteen (15) days prior to the scheduled leave, the Employer shall grant leave of absence without pay to employees elected or appointed to represent the Union at Union conventions, seminars and programs, provided such leave of absence does not interfere with the efficient operation of the Home. Such leave shall not exceed the total accumulation for all employees in the Bargaining Unit of forty (40) working

days in any calendar year and not more than four (4) employees shall be permitted to be absent at any one time from the Home.

- b) Permanent bargaining unit employees may apply in writing for an unpaid leave of absence to accept a temporary assignment with the Canadian Union of Public Employees or Ontario Division (CUPE). Such requests will not be unreasonably denied by the employer. Such leave shall be for a period of two (2) years from the date of appointment unless extended for a further specific period agreement by both parties. During such a leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and Employer contributions to benefits.

The parties agree to the following terms and conditions:

- i. Seniority and/or service will be frozen until such time as the bargaining unit member returns
- ii. The employee's position will be held in accordance with Article 12.07
- iii. All provisions of the Collective Agreement will be maintained during the term of absence, e.g., sick leave, vacation entitlement, etc.

19.03 Bereavement Leave

- a) In the event of the death of a family member, an employee shall be granted leave without loss of pay for the regularly scheduled hours as follows:
 - i) Up to five (5) consecutive scheduled shifts for leave arising from the death of the employee's spouse, parent or child. The leave must be completed within a ten (10) day period from the date of death, provided that **two (2)** of the five (5) days may be taken at a later time for a memorial service.
 - ii) Up to three (3) consecutive scheduled shifts for leave arising from the death of the employee's mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, grandchild or grandparent. The leave must be completed within a seven (7) day period from the date of death, provided that **two (2)** of the three (3) days may be taken at a later time for a memorial service.
 - iii) Up to one (1) day for leave arising from the death of the employee's brother-in-law or sister-in-law to attend the funeral, memorial service, or to make necessary arrangements as a result of the death.
- b) For the purpose of this Article the definition of spouse shall include a common law and/or same sex partner.
- c) In the event of a common law relationship, which has existed for a period of at least one (1) year and is publicly represented by the employee as the employee's family in the community in which **they** reside, the previously noted common law relative

shall be considered for bereavement leave.

- d) In the event of a step relationship, the previously noted step relative shall be considered for bereavement leave.
- e) Pay shall be at the employee's regular rate and shall only be for the time **they were** scheduled for work. Additional leave of absence without pay may be granted by the Employer.

19.04 Jury and Witness Duty

Where an employee is required to be absent by reason of receipt of a summons to attend as a Juror or by reason of receipt of a subpoena as a crown witness, **they** shall maintain **their** normal pay, computed at **their** normal hourly rate for hours lost from work, subject to the following provisions:

- a) Employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness.
- b) An employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked in **their** shift.
- c) Employees who are on other than the day shift shall be considered as assigned to the day shift for those days they are required to serve as jurors or to act as witnesses.
- d) In order to be eligible to maintain **their** pay, an employee must furnish a proper statement from the proper public official showing the date and time served and the amount of pay received, and must furnish the pay received, less expenses.

19.05 Personal Leave

At the discretion of the Employer, leave of absence without pay and for legitimate personal reasons may be granted to any employee, provided the leave does not unreasonably interfere with the efficient operation of the Home. Request for and permission granted in respect of such leave must be in writing and include your anticipated start and return date to your Manager. Where possible, requests shall be made thirty (30) days in advance.

Employees will be responsible for one hundred percent (100%) of the benefit premiums for leaves that exceed four (4) weeks. Eligibility for benefits during the leave is as outlined as per the Master Benefit policy on file with the employer.

19.06 Pregnancy and Parental Leave

- a) Pregnancy/Parental leave will be administered in accordance with the provisions of the *Ontario Employment Standards Act*, as amended from time to time.
- b) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- c) If possible, the employee shall give written notification at least four (4) weeks in

advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.

- d) In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- e) The employee shall reconfirm **their** intention to return to work on the date originally approved in subsection (c) above by written notification received at least four (4) weeks in advance thereof. The employee shall be reinstated to **their** former position, unless the position has been discontinued in which case, **they** shall be given a comparable job.
- f) Pregnancy leave shall be for seventeen (17) weeks.
- g) Pregnancy leave may be commenced at any time within the seventeen (17) weeks before the expected date of delivery.
- h) An employee who is on pregnancy leave as provided under the Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the *Employment Insurance Act, 1997*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between **ninety-three percent (93%)** of **their** regular weekly earnings and the sum of **their** weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that **they are** in receipt of Employment Insurance pregnancy/parenting benefits for a maximum period of fifteen (15) weeks.

The employee's regular weekly earnings shall be determined by multiplying **their** regularly hourly rate on **their** last day worked prior to the commencement of the leave times **their** normal weekly hours.

Payments 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.

The Supplemental Employment Benefit (SEB) is equivalent to the difference between **ninety-three percent (93%)** of the gross regular weekly earnings of the County of Dufferin and the sum of the gross weekly EI Benefits less any other earnings. SEB plan provision is for maximum of fifteen (15) weeks.

The SEB calculation is based on the EI rate of fifty-five percent (55%), less any other earnings. If the length of the leave changes, therefore reducing the EI rate, the total payable by the County would remain the same amount (based on the 55% rate) and the provisions for the fifteen (15) week maximum for SEB plan payment would continue to apply.

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- j) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes in the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted *per the Employment Standards Act*.
- k) For the purposes of parental leave, the provisions under (a) and (d) shall also apply.
- l) The Employer shall continue to pay its share of the premiums to the various employee benefit plans for employees who are on pregnancy and/or parental leave, provided the employee arranges to pay the employee's share of the premiums, if any.
- m) Seniority shall be retained and accumulated while an employee is on pregnancy/parental leave.
- n) Vacation pay, and vacation entitlement shall be calculated & paid in accordance with the *Employment Standards Act*.

19.07 Education Leave

If authorized by the Home, and the Administrator, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits, to write examinations to up-grade skills and qualifications for jobs in the Home.

The employee may apply for leave of absence and for funding to take courses to up-grade or acquire qualifications and skills for jobs in the Home. No reimbursement of any kind will be paid unless an employee successfully completes the course.

19.08 Statutory Leave

The parties recognize that the *Employment Standards Act* has fully defined provisions for pregnancy, parental and emergency leave. The provisions in the Act are the provisions that shall apply to the members of the Bargaining Unit. The Employer shall make information about such leaves available in the workplace. Any disputes shall be resolved in accordance with the Grievance and Arbitration procedure.

- a) Pregnancy, parental and adoption leave – These provisions are covered under article 19.06.

There shall be no pyramiding of leave benefits.

19.09 Orientation and In-Services

- a) An employee authorized by the Employer to attend any in-service program within the Home during regularly scheduled working hours shall suffer no loss in regular pay.

ARTICLE 20 – WAGES

20.01 The Employer shall pay wages bi-weekly in accordance with Schedule “A” attached hereto and forming part of this Agreement.

20.02 Pay Equity

The parties agree to pay equity maintenance as required under the *Pay Equity Act*.

20.03 Retroactivity

The retroactive adjustment will incorporate the adjustments required with the new pay grid and will also apply to employees who left the employer prior to ratification. These adjustments will be made within three (3) pay periods of ratification with the required source deductions.

ARTICLE 21 – BENEFITS

21.01 The Employer agrees to pay on behalf of each permanent or continuous full-time employee, one hundred percent (100%) of the billed premium of the following benefits, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period:

a) Group Life Insurance

Coverage shall be the value of the yearly salary of the employee rounded up to the nearest one thousand dollars (\$1,000.00).

b) Accidental Death and Dismemberment (“AD&D”)

Coverage shall be the value of the yearly salary of the employee rounded up to the nearest one thousand dollars (\$1,000.00).

c) Extended Health Care Plan (“EHC”)

Coverage is to include those drugs requiring a prescription with a ten-dollar (\$10.00) cap on dispensing fees. Extended health deductible is fifteen dollars (\$15.00) single and thirty dollars (\$30.00) family, annually. The Plan provides for mandatory generic drugs with no substitution unless proof of adverse reaction is submitted to the insurer and approved.

Note: Effective December 6, 2017, over the counter drugs will no longer be covered under the plan.

d) Other Medical Expenses:

Coverage for orthopaedic shoes is included in the benefit plan.

| Other Benefits | |
|---------------------------------------------------|------------------------------------------------------------|
| Private Duty Nursing | \$25,000 / 36 months |
| Clinical Psychologist | \$600 per person per calendar year |
| Physiotherapist | \$600 per person per calendar year |
| Speech Pathologist | \$500 per person per calendar year |
| Massage Therapist | \$600 per person per calendar year |
| Chiropractor | \$600 plus \$50 for x-rays per calendar year |
| Osteopath, Podiatrist, Chiropractist & Naturopath | \$600 per person per practitioner per calendar year |
| Nutritional Counselling | \$280 per person per calendar year |
| Hearing Aids | \$500 per person per 60 consecutive months |
| Vision Care | \$500 per person per twenty-four (24) months |
| Accidental Dental | Reasonable & Customary / General Practitioners Fee Guide |

e) Employer Health Tax

f) Dental Plan

A plan to provide dental care to the equivalent of Basic and Major Basic Dental care plan (as per Liberty Health #9) based on a 1-year lag in the ODA fee schedule, as that schedule is amended during the life of this Agreement.

Stipulate a nine (9) month routine recall frequency for adults.

Plus, space maintainers, and dentures, crowns and bridges (50-50 co-pay with a \$3,000 annual maximum).

The plan provides orthodontic (50-50 co-pay) with a \$1,500 life-time coverage per covered person.

g) Long Term Disability ("LTD")

Coverage shall be at seventy percent (70%) of monthly earnings up to a maximum benefit of five thousand dollars (\$5,000.00) per month. When an employee is on LTD, the Employer shall pay premiums for the various employee benefits for a period of seventeen (17) weeks, after which time the employee shall be responsible for full payment of any subsidized employee benefits. The employee must provide the required payment to the home by the 15th of the month for coverage to be maintained for the subsequent month. Benefit coverage shall not be continued after the period of seventeen (17) weeks unless the employee arranges to prepay the full premium of any such benefit.

The Employer will pay the premiums on all of the full-time benefits while the employee is on S.T.D. for the entire seventeen (17) weeks of Short-Term Disability Protection.

21.02 Part-Time Employees

- a) Employer Health Tax.
- b) Subject to eligibility provisions herein, part-time employees may opt into the Extended Health Care Plan and/or the Dental Plan during their normal enrolment window. Part-time employees may later apply to enrol into the Extended Health Care Plan and/or the Dental Plan as a "late applicant". Employees will not be considered a "late applicant" with the benefit carrier for the following conditions: employment status changes (e.g. employee goes from part-time to full-time), or when **they** experiences a life event, as defined by the benefits carrier.

A part-time employee may choose both of the above Plans, or either one, provided that the Group maintains the minimum participation levels required by the Plans. The Employer agrees to pay on behalf of each part-time employee who opts in fifty percent (50%) of the premiums for said Plan(s), with the other fifty percent (50%) to be deducted from each pay period of the employee.

- c) Eligibility: Eligibility shall be based on a minimum of thirty (30) hours worked per pay period. New employees will become eligible after the completion of their probationary period or thereafter in accordance with the minimum requirement of thirty (30) hours per pay period. A participating part-time employee will no longer be eligible for coverage and will lose benefit status if **they** works less than thirty (30) hours per pay period in four (4) of the preceding seven (7) pay periods. To re-qualify for benefit status after being declared ineligible, employees must complete thirty (30) hours per pay period in four (4) of seven (7) pay periods. Eligibility cases that are border-line will be reviewed by the parties.

The Employer agrees that employees on approved leave of absence(s), short-term disability, or maternity/paternity leave will not lose eligibility status as outlined above. Eligibility status for long-term disability and WSIB leaves of absence will be maintained as outlined in the Collective Agreement.

- d) The Employer agrees to pay, on behalf of each eligible part-time employee, one hundred percent (100%) of the billed premiums of the AD&D benefit, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period. Coverage shall be the value of the yearly salary of the employee, rounded up to the nearest one thousand dollars (\$1,000.00), subject to a maximum of twenty thousand dollars (\$20,000.00) per annum.

21.03

- a) The Employer shall make available to all part-time employees a voluntary Life Insurance Plan. The employee shall have the option of having either a flat rate three thousand dollars (\$3,000.00) insurance or one (1) times (x) **their** annual salary. Premiums to be paid one hundred percent (100%) by the employee through payroll deductions.

Part-time employees enrolled in Group Life Insurance Plan (1 x annual salary or \$3,000.00 flat rate only) will receive an additional \$3,000.00 of coverage paid by the Employer so long as they remain in the Group Life Insurance Plan effective December 6, 2017.

- b) When on authorized leave without pay, a part-time employee is responsible to pay all premiums.
- c) When a full-time employee is on Long Term Disability longer than three (3) months, or a part-time employee becomes totally disabled prior to age 65 and the disability continues uninterrupted for six (6) months, life insurance will remain in force during the continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the employee returns to regular duties.

21.04 Pension Plans

- a) Ontario Municipal Employees Retirement System (OMERS)

All full-time employees must, if not previously members of the plan, join the plan commencing with the first day of employment. Part-time employees may join the plan subject to the terms and conditions of the plan. The Employer will notify part-time employees of their eligibility to enrol in the OMERS plan.

Transfer of existing membership shall become effective immediately.

Employee and Employer contributions will be made as outlined by OMERS.

- b) Canada Pension Plan

All employees shall contribute to the Canada Pension Plan from the date of employment. Employee deduction and employer contributions shall be made in accordance with the regulations under the Act.

21.05 Workplace Insurance

Full-time employees, including employees absent as a result of a workplace injury, will be required to produce a medical certificate completed by a qualified medical practitioner, within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every four (4) calendar weeks, indicating the total period of absence and probable date of return to work.

If an employee is absent due to accident or injury occurring while on duty or illness inherent to occupation and is covered by Workplace Insurance, the employee will retain Workplace Insurance cheques.

All of the employee's benefits which are normally paid by the Employer will continue to be paid for a period of one (1) year, in accordance with the provisions of the *Workplace Safety and Insurance Act*, at which time the employee will become responsible for full payment of any subsidized employee benefits in which **they are** entitled to participate. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

The employee is responsible for the employee's portion of OMERS payments, if applicable, until the first day of the fifth (5th) month of absence, at which time the employee is eligible to apply to OMERS for a Disability Waiver with regards to **their** OMERS.

- 21.06 All of the benefits described in this Collective Agreement shall be as more particularly described and set forth in the respective benefit plans and insurance policies which shall be available for inspection by the Union upon request. The Employer may at any time substitute another carrier for any plan provided that the benefits are not less than the benefit plans listed as of the date of ratification, and the union will be notified in writing, of said carrier change and any resulting changes to the plan provided.

ARTICLE 22 – OCCUPATIONAL HEALTH & SAFETY

- 22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.

- 22.02 The Home agrees to meet its responsibilities under the Occupational Health and Safety Act and to meet with the union to establish mutually agreeable terms of reference for the Joint Health & Safety Committee.

- 22.03 The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.

- 22.04 Modified Work Program

The parties agree that employees who are absent from work due to illness or injury, whether work related or not, should be returned to active employment as soon as possible.

The Employer will absorb the cost of physician's fees related to providing the documentation for participation in the Modified Work Program.

Without limitation, the Employer specifically recognizes its obligations pursuant to the return to work provisions of the Workplace Safety and Insurance Act.

The parties accordingly agree to co-operate in the effective administration of a Modified Work Program and will meet to effect changes to same if and when necessary.

- 22.05 Duty to Accommodate

Individual workers may have special needs arising from disabilities that require accommodation, as those terms are defined under the Human Rights Code. The duty to accommodate applies equally to the Union and the Employer. The Employer and the Union each commit to finding cooperative solutions to barriers in the workplace or arising under this Agreement. The Employer will consult with the Union's designated advisors in respect of accommodation situations arising under this Article.

ARTICLE 23 – GENERAL

- 23.01 Wherever the feminine form is used in this Agreement, it may be read as the masculine form, and wherever the singular form is used, it may be read as the plural form, and vice-versa in both cases.

23.02 Bulletin Boards

The Employer will provide to the Union two (2) bulletin boards in mutually agreed places. No notices involving Union matters not directly related to the Home and C.U.P.E. may be posted without prior approval from the Administrator of the Home, which approval shall not be unreasonably withheld or delayed.

23.03 All changes in salary as a result of an employee receiving certification in a particular classification shall be effective when appropriate documentation is filed with the Employer.

23.04 New Classifications

- a) In case of a new classification, or in case of a substantial change to a classification listed in Schedule "A", the Employer shall propose a rate of pay to the Union, including the job description and job assignment.
- b) Within ten (10) working days of notification, the Union shall either accept the Employer's proposed rate of pay or request a meeting with the Employer to negotiate the rate of pay, which meeting shall be held within ten (10) working days of receipt of the challenge.
- c) Failing settlement at the meeting, the Union may proceed to arbitration in accordance with Article 10, above. If the Union fails to request a meeting as set out above or fails otherwise to properly refer the matter to arbitration, they shall be deemed to have accepted the rate proposed by the Employer.
- d) The Arbitration Board shall base its decision by comparison with established classifications within the Bargaining Unit.

23.05 The parties agree to share the cost of reproducing this Agreement for general distribution.

23.06 Uniform Allowance

- a) **Effective January 1, 2023**, all members of the Bargaining Unit will receive a clothing allowance of one hundred and **fifty** dollars (**\$150.00**) per calendar year. Such allowance shall be recorded on their pay stub and paid by March 31st of each year, as a miscellaneous payment (taxable), unless an employee is on **their** probationary period, in which case payment shall be withheld until successful completion of the probationary period.
- b) **Effective January 1, 2023**, staff required to wear CSA approved protective footwear (steel toe, steel shank) will receive reimbursement of up to one hundred and **twenty** dollars (**\$120.00**) per calendar year upon submission of receipt of purchase. Such allowance shall be recorded on their paystub and paid by March 31st of each year (providing receipt has been submitted) as a miscellaneous payment, unless an employee is on **their** probationary period, in which case payment shall be withheld until successful completion of the probationary period.

- c) Each member of the Maintenance class of workers who is required to perform duties outdoors shall be provided with appropriate outdoor weather clothing as ordered and provided by the Employer.

23.07 Payroll Policies

Unless otherwise agreed, payment of wages is made every second Wednesday, through direct deposit, to the employee's bank account on record. A statement of the employees' earnings and deductions will be provided to each employee electronically to an email account of their choice. Upon request, a paper copy of their pay statement will be made available. Employees leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day. An employee may designate, in writing, a dollar amount to be directed to a secondary bank account.

23.08 Professional Colleges

Where legislation requires any new classification of employees to become members of a College, the parties agree to meet jointly to review the implications that may be applicable to Dufferin Oaks Home for the Aged.


ARTICLE 24 – DURATION

- 24.01 This Agreement shall remain in full force and effect from January 1, **2022** to December 31, **2024** and shall be automatically renewed from year to year thereafter, unless either party notifies the other party, in writing, within ninety (90) days prior to the termination of this Agreement, of its desire to negotiate a revision, addition, or deletion to this Agreement.
- 24.02 In the event notice is given, as set out in Article 24.01, this Agreement shall be automatically extended until the consummation of a new Agreement through negotiations or pursuant to the appropriate procedures set out in the *Ontario Labour Relations Act* and the *Ontario Hospital Labour Disputes Arbitration Act*.

Signed on the 8th day of June, ²⁰²³~~2022~~ in Shelburne, ON.


FOR THE CORPORATION OF
THE COUNTY OF DUFFERIN


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator



Jenny Power, Director of Care

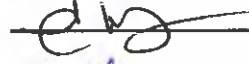

Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3192







SCHEDULE "A" CLASSIFICATION AND WAGE RATES

I(a.i) {37.5 hours per week}: RPN (Class 9)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|----------|--------------|----------|----------|----------|
| Annual | | | | | |
| <i>Expired Rate</i> | 61366.50 | 62224.50 | 63141.00 | 65071.50 | 67021.50 |
| 1-Jan-22 | 63514.33 | 64402.36 | 65350.94 | 67349.00 | 69367.25 |
| 7-Oct-22 | 65464.33 | 66352.36 | 67300.94 | 69299.00 | 71317.25 |
| 1-Jan-23 | 67755.58 | 68674.69 | 69656.47 | 71724.47 | 73813.36 |
| 1-Jan-24 | 69957.64 | 70906.62 | 71920.30 | 74055.51 | 76212.29 |
| Bi-Weekly | | | | | |
| <i>Expired Rate</i> | 2360.25 | 2393.25 | 2428.50 | 2502.75 | 2577.75 |
| 1-Jan-22 | 2442.86 | 2477.01 | 2513.50 | 2590.35 | 2667.97 |
| 7-Oct-22 | 2517.86 | 2552.01 | 2588.50 | 2665.35 | 2742.97 |
| 1-Jan-23 | 2605.98 | 2641.33 | 2679.09 | 2758.63 | 2838.98 |
| 1-Jan-24 | 2690.68 | 2727.18 | 2766.17 | 2848.29 | 2931.24 |
| Hourly | | | | | |
| <i>Expired Rate</i> | 31.47 | 31.91 | 32.38 | 33.37 | 34.37 |
| 1-Jan-22 | 32.57 | 33.03 | 33.51 | 34.54 | 35.57 |
| 7-Oct-22 | 33.57 | 34.03 | 34.51 | 35.54 | 36.57 |
| 1-Jan-23 | 34.75 | 35.22 | 35.72 | 36.78 | 37.85 |
| 1-Jan-24 | 35.88 | 36.36 | 36.88 | 37.98 | 39.08 |

I(a.ii) {35.0 hours per week}: Accounting Clerk, Administrative Clerk (Class 1)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|----------|--------------|----------|----------|----------|
| Annual | | | | | |
| <i>Expired Rate</i> | 47629.40 | 48412.00 | 49322.00 | 51087.40 | 52925.60 |
| 1-Jan-22 | 49296.43 | 50106.42 | 51048.27 | 52875.46 | 54778.00 |
| 1-Jan-23 | 51021.80 | 51860.14 | 52834.96 | 54726.10 | 56695.23 |
| 1-Jan-24 | 52680.01 | 53545.60 | 54552.10 | 56504.70 | 58537.82 |
| Bi-Weekly | | | | | |
| <i>Expired Rate</i> | 1831.90 | 1862.00 | 1897.00 | 1964.90 | 2035.60 |
| 1-Jan-22 | 1896.02 | 1927.17 | 1963.40 | 2033.67 | 2106.85 |
| 1-Jan-23 | 1962.38 | 1994.62 | 2032.11 | 2104.85 | 2180.59 |
| 1-Jan-24 | 2026.15 | 2059.45 | 2098.16 | 2173.26 | 2251.45 |
| Hourly | | | | | |
| <i>Expired Rate</i> | 26.17 | 26.60 | 27.10 | 28.07 | 29.08 |
| 1-Jan-22 | 27.09 | 27.53 | 28.05 | 29.05 | 30.10 |
| 1-Jan-23 | 28.03 | 28.49 | 29.03 | 30.07 | 31.15 |
| 1-Jan-24 | 28.95 | 29.42 | 29.97 | 31.05 | 32.16 |

CUPE Local 3192 & The Corporation of The County of Dufferin at Dufferin Oaks
Collective Agreement - Expiring Dec 31, 2024

I(a.iii) (35.0 hours per week): Medical Secretary (Class 10)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|----------|--------------|----------|----------|----------|
| Annual | | | | | |
| <i>Expired Rate</i> | 46118.80 | 46974.20 | 47829.60 | 49595.00 | 51469.60 |
| 1-Jan-22 | 47732.96 | 48618.30 | 49503.64 | 51330.83 | 53271.04 |
| 1-Jan-23 | 49403.61 | 50319.94 | 51236.26 | 53127.40 | 55135.52 |
| 1-Jan-24 | 51009.23 | 51955.34 | 52901.44 | 54854.04 | 56927.43 |
| Bi-Weekly | | | | | |
| <i>Expired Rate</i> | 1773.80 | 1806.70 | 1839.60 | 1907.50 | 1979.60 |
| 1-Jan-22 | 1835.88 | 1869.93 | 1903.99 | 1974.26 | 2048.89 |
| 1-Jan-23 | 1900.14 | 1935.38 | 1970.63 | 2043.36 | 2120.60 |
| 1-Jan-24 | 1961.89 | 1998.28 | 2034.67 | 2109.77 | 2189.52 |
| Hourly | | | | | |
| <i>Expired Rate</i> | 25.34 | 25.81 | 26.28 | 27.25 | 28.28 |
| 1-Jan-22 | 26.23 | 26.71 | 27.20 | 28.20 | 29.27 |
| 1-Jan-23 | 27.14 | 27.65 | 28.15 | 29.19 | 30.29 |
| 1-Jan-24 | 28.03 | 28.55 | 29.07 | 30.14 | 31.28 |

I(b.i) (37.50 hours per week): Activationist, Restorative Care Coordinator & Cook (Class 1)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|----------|--------------|----------|----------|----------|
| Annual | | | | | |
| <i>Expired Rate</i> | 51031.50 | 51870.00 | 52845.00 | 54736.50 | 56706.00 |
| 1-Jan-22 | 52817.60 | 53685.45 | 54694.58 | 56652.28 | 58690.71 |
| 1-Jan-23 | 54666.22 | 55564.44 | 56608.89 | 58635.11 | 60744.88 |
| 1-Jan-24 | 56442.87 | 57370.29 | 58448.67 | 60540.75 | 62719.09 |
| Bi-Weekly | | | | | |
| <i>Expired Rate</i> | 1962.75 | 1995.00 | 2032.50 | 2105.25 | 2181.00 |
| 1-Jan-22 | 2031.45 | 2064.83 | 2103.64 | 2178.93 | 2257.34 |
| 1-Jan-23 | 2102.55 | 2137.09 | 2177.26 | 2255.20 | 2336.34 |
| 1-Jan-24 | 2170.88 | 2206.55 | 2248.03 | 2328.49 | 2412.27 |
| Hourly | | | | | |
| <i>Expired Rate</i> | 26.17 | 26.60 | 27.10 | 28.07 | 29.08 |
| 1-Jan-22 | 27.09 | 27.53 | 28.05 | 29.05 | 30.10 |
| 1-Jan-23 | 28.03 | 28.49 | 29.03 | 30.07 | 31.15 |
| 1-Jan-24 | 28.95 | 29.42 | 29.97 | 31.05 | 32.16 |

I(b.i) (37.50 hours per week): Relief Cook without papers (Class 13)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|-------|--------------|--------|--------|--------|
| Hourly | | | | | |
| <i>Expired Rate</i> | 24.86 | 25.28 | 25.74 | 26.65 | 27.62 |
| 1-Jan-22 | 25.73 | 26.16 | 26.64 | 27.58 | 28.59 |
| 1-Jan-23 | 26.63 | 27.08 | 27.57 | 28.55 | 29.59 |
| 1-Jan-24 | 27.50 | 27.96 | 28.47 | 29.48 | 30.55 |

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I(b.ii) (37.50 hours per week): Adult Day Program Worker, Maintenance Trades (Class 10)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|----------|--------------|----------|----------|----------|
| Annual | | | | | |
| <i>Expired Rate</i> | 49413.00 | 50329.50 | 51246.00 | 53137.50 | 55146.00 |
| 1-Jan-22 | 51142.46 | 52091.03 | 53039.61 | 54997.31 | 57076.11 |
| 1-Jan-23 | 52932.44 | 53914.22 | 54896.00 | 56922.22 | 59073.77 |
| 1-Jan-24 | 54652.75 | 55666.43 | 56680.12 | 58772.19 | 60993.67 |
| Bi-Weekly | | | | | |
| <i>Expired Rate</i> | 1900.50 | 1935.75 | 1971.00 | 2043.75 | 2121.00 |
| 1-Jan-22 | 1967.02 | 2003.50 | 2039.99 | 2115.28 | 2195.24 |
| 1-Jan-23 | 2035.86 | 2073.62 | 2111.38 | 2189.32 | 2272.07 |
| 1-Jan-24 | 2102.03 | 2141.02 | 2180.00 | 2260.47 | 2345.91 |
| Hourly | | | | | |
| <i>Expired Rate</i> | 25.34 | 25.81 | 26.28 | 27.25 | 28.28 |
| 1-Jan-22 | 26.23 | 26.71 | 27.20 | 28.20 | 29.27 |
| 1-Jan-23 | 27.14 | 27.65 | 28.15 | 29.19 | 30.29 |
| 1-Jan-24 | 28.03 | 28.55 | 29.07 | 30.14 | 31.28 |

II(a) (35.0 hours per week): Receptionist/Secretary (Class 2)

| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
|---------------------|----------|--------------|----------|----------|----------|
| Annual | | | | | |
| <i>Expired Rate</i> | 42133.00 | 42879.20 | 43552.60 | 45136.00 | 46628.40 |
| 1-Jan-22 | 43607.66 | 44379.97 | 45076.94 | 46715.76 | 48260.39 |
| 1-Jan-23 | 45133.92 | 45933.27 | 46654.63 | 48350.81 | 49949.51 |
| 1-Jan-24 | 46600.78 | 47426.10 | 48170.91 | 49922.21 | 51572.87 |
| Bi-Weekly | | | | | |
| <i>Expired Rate</i> | 1620.50 | 1649.20 | 1675.10 | 1736.00 | 1793.40 |
| 1-Jan-22 | 1677.22 | 1706.92 | 1733.73 | 1796.76 | 1856.17 |
| 1-Jan-23 | 1735.92 | 1766.66 | 1794.41 | 1859.65 | 1921.13 |
| 1-Jan-24 | 1792.34 | 1824.08 | 1852.73 | 1920.09 | 1983.57 |
| Hourly | | | | | |
| <i>Expired Rate</i> | 23.15 | 23.56 | 23.93 | 24.80 | 25.62 |
| 1-Jan-22 | 23.96 | 24.38 | 24.77 | 25.67 | 26.52 |
| 1-Jan-23 | 24.80 | 25.24 | 25.63 | 26.57 | 27.44 |
| 1-Jan-24 | 25.60 | 26.06 | 26.47 | 27.43 | 28.34 |

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| II(b) {37.50 hours per week}: Maintenance (Class 12) | | | | | |
|-------------------------------------------------------------|-----------------|------------------------|-----------------|-----------------|-----------------|
| | Start | After Probation | Year 1 | Year 2 | Year 3 |
| Annual | | | | | |
| Expired Rate | 40618.50 | 41398.50 | 42237.00 | 43836.00 | 45454.50 |
| 1-Jan-22 | 42040.15 | 42847.45 | 43715.30 | 45370.26 | 47045.41 |
| 1-Jan-23 | 43511.55 | 44347.11 | 45245.33 | 46958.22 | 48692.00 |
| 1-Jan-24 | 44925.68 | 45788.39 | 46715.80 | 48484.36 | 50274.49 |
| BI-Weekly | | | | | |
| Expired Rate | 1562.25 | 1592.25 | 1624.50 | 1686.00 | 1748.25 |
| 1-Jan-22 | 1616.93 | 1647.98 | 1681.36 | 1745.01 | 1809.44 |
| 1-Jan-23 | 1673.52 | 1705.66 | 1740.21 | 1806.09 | 1872.77 |
| 1-Jan-24 | 1727.91 | 1761.09 | 1796.76 | 1864.78 | 1933.63 |
| Hourly | | | | | |
| Expired Rate | 20.83 | 21.23 | 21.66 | 22.48 | 23.31 |
| 1-Jan-22 | 21.56 | 21.97 | 22.42 | 23.27 | 24.13 |
| 1-Jan-23 | 22.31 | 22.74 | 23.20 | 24.08 | 24.97 |
| 1-Jan-24 | 23.04 | 23.48 | 23.96 | 24.86 | 25.78 |
| | | | | | |
| III {37.50 hours per week}: PSW/HCA (Class 3) | | | | | |
| | Start | After Probation | Year 1 | Year 2 | Year 3 |
| Annual | | | | | |
| Expired Rate | 45883.50 | 46644.00 | 47404.50 | 49042.50 | 50680.50 |
| 1-Jan-22 | 47489.42 | 48276.54 | 49063.66 | 50758.99 | 52454.32 |
| 1-Jan-23 | 49151.55 | 49966.22 | 50780.89 | 52535.55 | 54290.22 |
| 1-Jan-24 | 50748.98 | 51590.12 | 52431.26 | 54242.96 | 56054.65 |
| BI-Weekly | | | | | |
| Expired Rate | 1764.75 | 1794.00 | 1823.25 | 1886.25 | 1949.25 |
| 1-Jan-22 | 1826.52 | 1856.79 | 1887.06 | 1952.27 | 2017.47 |
| 1-Jan-23 | 1890.44 | 1921.78 | 1953.11 | 2020.60 | 2088.09 |
| 1-Jan-24 | 1951.88 | 1984.24 | 2016.59 | 2086.27 | 2155.95 |
| Hourly | | | | | |
| Expired Rate | 23.53 | 23.92 | 24.31 | 25.15 | 25.99 |
| 1-Jan-22 | 24.35 | 24.76 | 25.16 | 26.03 | 26.90 |
| 1-Jan-23 | 25.21 | 25.62 | 26.04 | 26.94 | 27.84 |
| 1-Jan-24 | 26.03 | 26.46 | 26.89 | 27.82 | 28.75 |
| | | | | | |
| | | | | | |

CUPE Local 3192 & The Corporation of The County of Dufferin at Dufferin Oaks
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| IV (37.50 hours per week): Nurses Aides (Class 4) | | | | | |
|--------------------------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| | Start | After Probation | Year 1 | Year 2 | Year 3 |
| Annual | | | | | |
| Expired Rate | 45142.50 | 45942.00 | 46663.50 | 48360.00 | 49959.00 |
| 1-Jan-22 | 46722.49 | 47549.97 | 48296.72 | 50052.60 | 51707.57 |
| 1-Jan-23 | 48357.77 | 49214.22 | 49987.11 | 51804.44 | 53517.33 |
| 1-Jan-24 | 49929.40 | 50813.68 | 51611.69 | 53488.09 | 55256.64 |
| Bi-Weekly | | | | | |
| Expired Rate | 1736.25 | 1767.00 | 1794.75 | 1860.00 | 1921.50 |
| 1-Jan-22 | 1797.02 | 1828.85 | 1857.57 | 1925.10 | 1988.75 |
| 1-Jan-23 | 1859.91 | 1892.85 | 1922.58 | 1992.48 | 2058.36 |
| 1-Jan-24 | 1920.36 | 1954.37 | 1985.06 | 2057.23 | 2125.26 |
| Hourly | | | | | |
| Expired Rate | 23.15 | 23.56 | 23.93 | 24.80 | 25.62 |
| 1-Jan-22 | 23.96 | 24.38 | 24.77 | 25.67 | 26.52 |
| 1-Jan-23 | 24.80 | 25.24 | 25.63 | 26.57 | 27.44 |
| 1-Jan-24 | 25.60 | 26.06 | 26.47 | 27.43 | 28.34 |
| | | | | | |
| | | | | | |
| | | | | | |
| V(a.i) (37.50 hours per week): Dietary Aides (Class 6) | | | | | |
| | Start | After Prob'n | Year 1 | Year 2 | Year 3 |
| Annual | | | | | |
| Expired Rate | 42412.50 | 43231.50 | 44011.50 | 45708.00 | 47307.00 |
| 1-Jan-22 | 43896.94 | 44744.60 | 45551.90 | 47307.78 | 48962.75 |
| 1-Jan-23 | 45433.33 | 46310.66 | 47146.22 | 48963.55 | 50676.44 |
| 1-Jan-24 | 46909.91 | 47815.76 | 48678.47 | 50554.87 | 52323.43 |
| Bi-Weekly | | | | | |
| Expired Rate | 1631.25 | 1662.75 | 1692.75 | 1758.00 | 1819.50 |
| 1-Jan-22 | 1688.34 | 1720.95 | 1752.00 | 1819.53 | 1883.18 |
| 1-Jan-23 | 1747.44 | 1781.18 | 1813.32 | 1883.21 | 1949.09 |
| 1-Jan-24 | 1804.23 | 1839.07 | 1872.25 | 1944.42 | 2012.44 |
| Hourly | | | | | |
| Expired Rate | 21.75 | 22.17 | 22.57 | 23.44 | 24.26 |
| 1-Jan-22 | 22.51 | 22.95 | 23.36 | 24.26 | 25.11 |
| 1-Jan-23 | 23.30 | 23.75 | 24.18 | 25.11 | 25.99 |
| 1-Jan-24 | 24.06 | 24.52 | 24.96 | 25.93 | 26.83 |

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V(a.ii) {37.50 hours per week}: Laundry Aides H/K Aides and H/K Aide Receiver (Class 5)

| | Start | After Probation | Year 1 | Year 2 | Year 3 |
|---------------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| Annual | | | | | |
| Expired Rate | 41866.50 | 42666.00 | 43485.00 | 45123.00 | 46722.00 |
| 1-Jan-22 | 43331.83 | 44159.31 | 45006.98 | 46702.31 | 48357.27 |
| 1-Jan-23 | 44848.44 | 45704.89 | 46582.22 | 48336.89 | 50049.77 |
| 1-Jan-24 | 46306.02 | 47190.29 | 48096.14 | 49907.83 | 51676.39 |
| Bi-Weekly | | | | | |
| Expired Rate | 1610.25 | 1641.00 | 1672.50 | 1735.50 | 1797.00 |
| 1-Jan-22 | 1666.61 | 1698.44 | 1731.04 | 1796.24 | 1859.90 |
| 1-Jan-23 | 1724.94 | 1757.88 | 1791.62 | 1859.11 | 1924.99 |
| 1-Jan-24 | 1781.00 | 1815.01 | 1849.85 | 1919.53 | 1987.55 |
| Hourly | | | | | |
| Expired Rate | 21.47 | 21.88 | 22.30 | 23.14 | 23.96 |
| 1-Jan-22 | 22.22 | 22.65 | 23.08 | 23.95 | 24.80 |
| 1-Jan-23 | 23.00 | 23.44 | 23.89 | 24.79 | 25.67 |
| 1-Jan-24 | 23.75 | 24.20 | 24.66 | 25.59 | 26.50 |

VI: Nursing Assistant; Activation Assistant (Over the age of 18) (Class 7)

| | | | | | |
|---------------------|--------------|--|-------------------|--|--|
| Hourly | | | | | |
| Expired Rate | 14.85 | | | | |
| 1-Jan-22 | 15.52 | | | | |
| 1-Jan-23 | 16.06 | | | | |
| 1-Oct-23 | 16.55 | | ESA Rate Increase | | |
| 1-Jan-24 | 17.09 | | | | |

VII: Students (under 18 years of age) (Class 8)

| Hourly | Start | | | Job Rate | Job Rate |
|----------------------------------------------------------------------------------------------|--------------|--|-------------------------|--------------|----------|
| Expired Rate | 11.63 | | | 11.67 | |
| 1-Jan-22 | 12.04 | | | 12.08 | |
| 1-Oct-22 | 14.60 | | Current ESA Rate | 14.65 | |
| 1-Jan-23 | 15.11 | | | 15.16 | |
| 1-Oct-23 | 15.60 | | ESA Rate Increase | 15.65 | |
| 1-Jan-24 | 16.11 | | | 16.16 | |
| Student Minimum Wage is 14.60 effective October 1, 2022, as per ESA | | | | | |
| When a "Student" (under the age of 18) completes their probationary period, they go directly | | | | | |
| to the "Job Rate" rate of pay. The "Student Rate" shall apply only to those employees under | | | | | |
| the age of eighteen (18) years who are regularly attending secondary school. | | | | | |

CUPE Local 3192 & The Corporation of The County of Dufferin at Dufferin Oaks
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| VIII: Drivers (Class 11) | | | | | |
|--------------------------|--------------|-----------------|--------------|--------------|--------------|
| | Start | After Probation | Year 1 | Year 2 | Year 3 |
| Hourly | | | | | |
| Expired Rate | 18.23 | 18.66 | 19.06 | 19.91 | 20.73 |
| 1-Jan-22 | 18.87 | 19.31 | 19.73 | 20.61 | 21.46 |
| 1-Jan-23 | 19.53 | 19.99 | 20.42 | 21.33 | 22.21 |
| 1-Jan-24 | 20.16 | 20.64 | 21.08 | 22.02 | 22.93 |

LETTER OF UNDERSTANDING
RE: UNION LEAVE DAYS

Between

**The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees
And its Local 3192**

Further to Article 19.02 Union Leave,

The Employer agrees that up to an additional thirty (30) working days of Union Leave per calendar year may be granted for the purposes of members to attend at educational modules held through CUPE or its affiliates for the express purpose of education and certification. This extended number of days is in recognition of the unique circumstances facing the Union at this point in time and is not intended to survive the current Collective Agreement.


The parties recognize the need for the Employer to maintain operational requirements during such leaves (19.02 as extended by this letter) and will endeavor to approve the requested leave(s), provided the leave does not interfere with the operation of the Home.

Requests for Union Leave will be at least three (3) weeks in advance of the proposed leave and the Employer will respond to the leave request within five (5) working days of receipt of the request.

DATED at Shelburne, ON, on June 8, 2023

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten Franks, Assoc. Administrator


Jenny Power, Director of Care


Matthew Hillier, HR Advisor



Michelle Durne, Clerk


Wade Mills, Warden

For the Union:


B. Andrews


C. W.


J. P.

LETTER OF UNDERSTANDING
RE: NON-SCHEDULED HOURS

Between

The Corporation of the County of Dufferin ("the Employer")
At Dufferin Oaks ("the Home")

and

The Canadian Union of Public Employees
And its Local 3192 ("the Union")

The parties agree as follows to be posted on Union bulletin boards:

1. The Employer agrees that the distribution of non-scheduled hours described below represents the current practice for each department. The Union agrees that the current practice so described for each department is equitable and therefore complies with Article 15.08. The Employer reserves the right to change the practice for any department or all of them and is prepared to provide the Union with written notice in advance of any such change. The Union reserves the right to grieve in the event of any such change on the basis that the revised practice no longer complies with the Collective Agreement.
2. During current negotiations the parties discussed the intent of the language under Article 15.08 (a) as it relates to the distribution of non-scheduled hours. In an effort to clarify the current practices of each department the parties agree to the following individual departmental practices as they relate to non-scheduled hours distribution;
3. Non-Schedule Hours will be distributed as follows:
 - a) Nursing - Any available shifts are offered on a rotational basis by seniority. Employees refusing or not responding to an offered shift before the shift is filled will not be offered another available shift until the rotation returns back to the employee.
 - b) Dietary - Available shifts will be offered on a bi-weekly basis (pay period) to the most senior employee with the least amount of scheduled hours.
 - c) **Environmental Services (Housekeeping/Laundry)** - Any available shifts are offered on a rotational basis by seniority. Employees refusing or not responding to an offered shift before the shift is filled will not be offered another available shift until the rotation returns back to the employee.
 - d) **Environmental Services (Maintenance)** - Any available shifts are offered by seniority.
 - e) Activation - Any available shifts are offered on a rotational basis by seniority. Employees refusing or not responding to an offered shift before the shift is filled

will not be offered another available shift until the rotation returns back to the employee.


f) Dufferin County Community Support Services (DCCSS)

- i) Adult Day Program Worker – Any available shifts are offered to the most senior staff member not currently scheduled. Should the part-time member not be available, any shifts remaining are then offered to the most senior qualified person within the DCCSS department.
- ii) Drivers – Available shifts will be offered on a bi-weekly basis (pay period) to the most senior employee available with the least amount of scheduled hours.

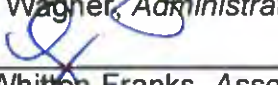
DATED at Shelburne, ON June 8, 2023.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator

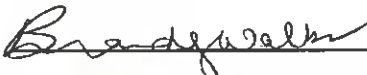

Jenny Power, Director of Care


Matthew Hillier, HR Advisor

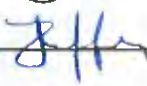

Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:







LETTER OF UNDERSTANDING –
RE: WORKLOAD COMMITTEE

Between

The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees
And its Local 3192

Employees may submit a written request outlining where and how they are experiencing workload issues which will be referred to the Joint Health and Safety Committee for their review and recommendation.

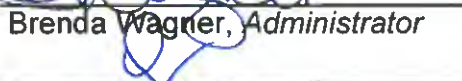
DATED at Shelburne, ON June 8, 2023.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager



Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator

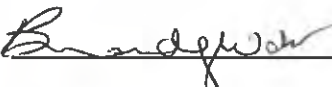

Jenny Power, Director of Care

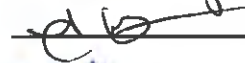

Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:







LETTER OF UNDERSTANDING –
RE: HOURS OF WORK

Between

**The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees
And its Local 3192**

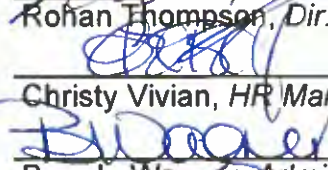
The parties agree to the following terms and conditions as it relates to Article 15.12(a):

1. The parties agree that the practice as it relates to the classification of regular part-time PSW for scheduling purposes does not adhere to the process as set out under Article 15.12(a). The current practice does not allow for assigning of additional shifts in excess of an employee's assigned shift schedule as per Article 15.02.
2. The parties agree that in order to transition to current Collective Agreement provisions under 15.12(a), the Employer shall identify on job posting vacancies the right to schedule shifts in addition to an employee's regularly assigned shift schedule.
3. Regular part-time PSW employees may elect within thirty (30) days of ratification December 17, 2017 to identify in writing to the Medical Secretary that they do not want to participate in the equitable distribution of scheduled shifts as outlined in Article 15.02 and 15.12(a); and such election will remain in place for the duration of the Collective Agreement so long as they are working as a regular part-time PSW employee. This election may be revoked at any time; however, the revocation is irreversible.
4. To clarify, any regular part-time PSW who permanently posts out of the regular part-time PSW classification will be subject to item #2 above.

The parties further agree to the addition of the following term and condition as it relates to Article 15.12(b):

1. The parties agree that employees may request a shift for shift exchange, which will not be unreasonably denied, provided that the operation of the Home is not unduly disadvantaged.

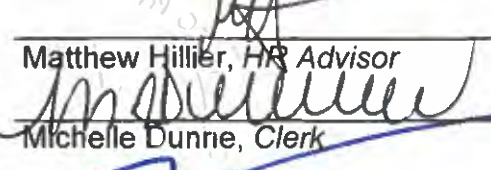

Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator


Jenny Power, Director of Care

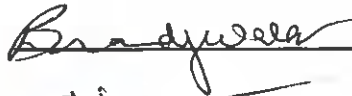
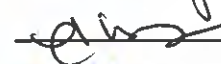
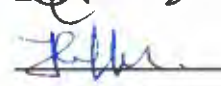

Matthew Hillier, HR Advisor


Michelle Dunrie, Clerk


Wade Mills, Warden

DATED at Shelburne, ON June 8, 2023

For the Union:

LETTER OF UNDERSTANDING
RE: JOB POSTING COMMITTEE

Between

**The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees
And its Local 3192**

Re: Article 13.01 (a-f) Promotions and Staff Changes

On a without precedent basis

WHEREAS both parties agree improvements and efficiencies can be made to the current internal job posting process and language,

AND WHEREAS both parties agree to meet and discuss strategies and proposed language changes in an effort to improve the existing process,

NOW THEREFORE the parties mutually agree as follows:


- a) A Committee will be formed comprising in equal part of members of CUPE and Dufferin Oaks Management.**
- b) Members of the Job Posting Committee will be at the discretion of either party, not to exceed three (3) members per side.**
- c) Three (3) members of the Committee shall be appointed by the County and three (3) members shall be appointed by the Union.**
- d) Committee meetings may be conducted in-person or virtually as determined in advance by the Committee.**
- e) If a Committee meeting is scheduled outside a Committee member's regularly scheduled hours, that Committee member shall be paid their normal wages for the time spent participating in the Committee meeting only.**
- f) The parties agree to meet within sixty (60) days of ratification of the newly bargained Collective Agreement.**
- g) The parties will identify existing gaps and inefficiencies and in good faith work to identify solutions that are mutually agreeable.**

- h) Recommendations from the Committee will serve as the basis for new language pertaining to the internal job posting process.
- i) Proposed amendments to existing language shall be presented at Labour Management within six (6) months after the formation of the Committee, however, this timeline may be extended if mutually agreeable.
- j) The new language and process will undergo a trial period not to exceed six (6) months and be re-evaluated.
- k) After a successful trial period, proposed amendments will be discussed at Labour Management and, upon approval by all parties, incorporated into the existing Collective Agreement, superseding the existing language identified under 13.01 (a-f).
- l) Existing practise and current language will apply until new language is agreed to and ratified by both parties.
- m) The Job Posting Committee shall be dissolved upon ratification and incorporation of the new language into the Collective Agreement.

DATED at Shelburne, ON June 8, 2023.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten Franks, Assoc. Administrator

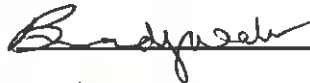

Jenny Power, Director of Care


Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:







LETTER OF UNDERSTANDING
RE: JOB SHARING

Between

**The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees
And its Local 3192**

On a without precedent basis:

A job sharing arrangement whereby two (2) employees may share a full-time master line rotation in accordance with the following criteria:

- a) Requests to job share may be made by an employee at any time and will be considered on an individual basis.**
- b) A full-time employee wishing to share their position may do so without having the desired portion of the full-time master line rotation they wish to retain posted.**
- c) Requests to job share will be submitted in writing along with a printed example of the master line rotation indicating which shifts will be maintained by the job share request and which shifts will make up the job share shifts/line to be posted.**
- d) Job share requests will only be considered for a commitment intended to last for one (1) year or more.**
- e) The determination as to whether a job share is feasible with the current staffing requirements shall be at the discretion of the Employer. The Employer shall not unreasonably or arbitrarily refuse to implement job sharing.**
- f) Vacant job sharing positions will be posted and selection will be based on the job posting criteria set out in the Collective Agreement, Article 13.**
- g) The employees involved in a job sharing arrangement will be temporarily classified as Regular (Permanent) Part-time Employees for the duration of the job sharing and will be covered by the provisions of the Collective Agreement applicable to Regular Part-time Employees.**
- h) If the successful incumbent of the job share posting is from the same classification, currently holds a Regular (Permanent) Part-time line, and wishes to retain their Regular (Permanent) Part-time line, they may do so upon request**


provided there is no conflict between the job share shifts accepted and their current Regular (Permanent) Part-time line. It is also understood that the acceptance of the job share shifts cannot put the incumbent into a position of overtime under Article 15.07 or contravention of any applicable legislation. It is further understood that if the incumbent regularly works full-time hours with the addition of the job posting shifts, they will continue to be classified as Regular (Permanent) Part-time. If the successful incumbent chooses not to retain their current Regular (Permanent) Part-time line, it will be posted as a temporary job posting as per the job posting criteria set out in the Collective Agreement, Article 13. At the end of the job share, the successful incumbent will return to their previously held Regular (Permanent) Part-time line.

- i) If one of the time sharers leaves the arrangement or is expected to be absent from work on an extended leave for a period greater than twelve (12) weeks, the job share will end and the original master line rotation will resume and both job sharers will return to their original lines.
- j) Requests to end a job share agreement by either party must be given to the Employer in writing with at least ninety (90) days notice.
- k) All provisions not spoken to in the Letter of Understanding are subject to provisions of the Collective Agreement.

DATED at Shelburne, ON., June 8, 2023.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator

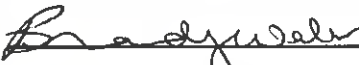

Jenny Power, Director of Care


Matthew Hillier, HR Advisor

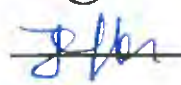

Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:







- c) Each member of the Maintenance class of workers who is required to perform duties outdoors shall be provided with appropriate outdoor weather clothing as ordered and provided by the Employer.

23.07 Payroll Policies

Unless otherwise agreed, payment of wages is made every second Wednesday, through direct deposit, to the employee's bank account on record. A statement of the employees' earnings and deductions will be provided to each employee electronically to an email account of their choice. Upon request, a paper copy of their pay statement will be made available. Employees leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day. An employee may designate, in writing, a dollar amount to be directed to a secondary bank account.

23.08 Professional Colleges

Where legislation requires any new classification of employees to become members of a College, the parties agree to meet jointly to review the implications that may be applicable to Dufferin Oaks Home for the Aged.

ARTICLE 24 – DURATION

- 24.01 This Agreement shall remain in full force and effect from January 1, 2022 to December 31, 2024 and shall be automatically renewed from year to year thereafter, unless either party notifies the other party, in writing, within ninety (90) days prior to the termination of this Agreement, of its desire to negotiate a revision, addition, or deletion to this Agreement.
- 24.02 In the event notice is given, as set out in Article 24.01, this Agreement shall be automatically extended until the consummation of a new Agreement through negotiations or pursuant to the appropriate procedures set out in the *Ontario Labour Relations Act* and the *Ontario Hospital Labour Disputes Arbitration Act*.

Signed on the _____ day of _____, 2022 in Shelburne, ON.

FOR THE CORPORATION OF
THE COUNTY OF DUFFERIN

Rohan Thompson, Dir. People & Equity

Christy Vivian, HR Manager

Brenda Wagner, Administrator

Diane Whitten-Franks, Assoc. Administrator

Jenny Power, Director of Care

Matthew Hillier, HR Advisor

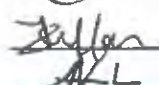
Michelle Dunne, Clerk

Wade Mills, Warden

FOR THE CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3192







Jeff Vreken (May 12 2023 10:32 EDT)

LETTER OF UNDERSTANDING
RE: UNION LEAVE DAYS

Between

**The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees
And its Local 3192**

Further to Article 19.02 Union Leave,

The Employer agrees that up to an additional thirty (30) working days of Union Leave per calendar year may be granted for the purposes of members to attend at educational modules held through CUPE or its affiliates for the express purpose of education and certification. This extended number of days is in recognition of the unique circumstances facing the Union at this point in time and is not intended to survive the current Collective Agreement.


The parties recognize the need for the Employer to maintain operational requirements during such leaves (19.02 as extended by this letter) and will endeavor to approve the requested leave(s), provided the leave does not interfere with the operation of the Home.

Requests for Union Leave will be at least three (3) weeks in advance of the proposed leave and the Employer will respond to the leave request within five (5) working days of receipt of the request.

DATED at Shelburne, ON, on _____.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator


Jenny Power, Director of Care


Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:









Jeff Vreken | May 12, 2023 10:32 EDT |

will not be offered another available shift until the rotation returns back to the employee.


f) Dufferin County Community Support Services (DCCSS)

- i) Adult Day Program Worker – Any available shifts are offered to the most senior staff member not currently scheduled. Should the part-time member not be available, any shifts remaining are then offered to the most senior qualified person within the DCCSS department.
- ii) Drivers – Available shifts will be offered on a bi-weekly basis (pay period) to the most senior employee available with the least amount of scheduled hours.

DATED at Shelburne, ON _____.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator



Jenny Power, Director of Care


Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:









Jeff Vreken (May 12, 2023 10:32 EDT)

LETTER OF UNDERSTANDING –
RE: WORKLOAD COMMITTEE

Between

The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged

And

The Canadian Union of Public Employees
And its Local 3192

Employees may submit a written request outlining where and how they are experiencing workload issues which will be referred to the Joint Health and Safety Committee for their review and recommendation.

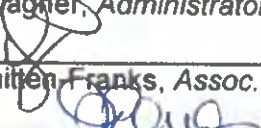
DATED at Shelburne, ON _____.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten Franks, Assoc. Administrator


Jenny Power, Director of Care


Matthew Hillier, HR Advisor

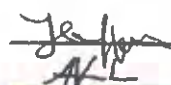

Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:








Jeff Vroemen (May 12, 2023 10:32 EDT)

LETTER OF UNDERSTANDING –
RE: HOURS OF WORK

Between

**The Corporation of the County of Dufferin,
Dufferin Oaks Home for the Aged**

And

**The Canadian Union of Public Employees
And its Local 3192**

The parties agree to the following terms and conditions as it relates to Article 15.12(a):

1. The parties agree that the practice as it relates to the classification of regular part-time PSW for scheduling purposes does not adhere to the process as set out under Article 15.12(a). The current practice does not allow for assigning of additional shifts in excess of an employee's assigned shift schedule as per Article 15.02.
2. The parties agree that in order to transition to current Collective Agreement provisions under 15.12(a), the Employer shall identify on job posting vacancies the right to schedule shifts in addition to an employee's regularly assigned shift schedule.
3. Regular part-time PSW employees may elect within thirty (30) days of ratification December 17, 2017 to identify in writing to the Medical Secretary that they do not want to participate in the equitable distribution of scheduled shifts as outlined in Article 15.02 and 15.12(a); and such election will remain in place for the duration of the Collective Agreement so long as they are working as a regular part-time PSW employee. This election may be revoked at any time; however, the revocation is irreversible.
4. To clarify, any regular part-time PSW who permanently posts out of the regular part-time PSW classification will be subject to item #2 above.

The parties further agree to the addition of the following term and condition as it relates to Article 15.12(b):

1. The parties agree that employees may request a shift for shift exchange, which will not be unreasonably denied, provided that the operation of the Home is not unduly disadvantaged.


Rohan Thompson, Dir. People & Equity

DATED at Shelburne, ON _____.


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator

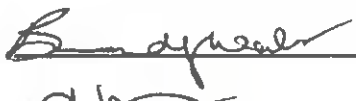

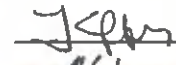


Jenny Power, Director of Care


Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:






Jeff Vreken (May 12, 2013 10:32 EDT)

- h) Recommendations from the Committee will serve as the basis for new language pertaining to the internal job posting process.
- i) Proposed amendments to existing language shall be presented at Labour Management within six (6) months after the formation of the Committee, however, this timeline may be extended if mutually agreeable.
- j) The new language and process will undergo a trial period not to exceed six (6) months and be re-evaluated.
- k) After a successful trial period, proposed amendments will be discussed at Labour Management and, upon approval by all parties, incorporated into the existing Collective Agreement, superseding the existing language identified under 13.01 (a-f).
- l) Existing practise and current language will apply until new language is agreed to and ratified by both parties.
- m) The Job Posting Committee shall be dissolved upon ratification and incorporation of the new language into the Collective Agreement.

DATED at Shelburne, ON _____.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator


Jenny Power, Director of Care


Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:









provided there is no conflict between the job share shifts accepted and their current Regular (Permanent) Part-time line. It is also understood that the acceptance of the job share shifts cannot put the incumbent into a position of overtime under Article 15.07 or contravention of any applicable legislation. It is further understood that if the incumbent regularly works full-time hours with the addition of the job posting shifts, they will continue to be classified as Regular (Permanent) Part-time. If the successful incumbent chooses not to retain their current Regular (Permanent) Part-time line, it will be posted as a temporary job posting as per the job posting criteria set out in the Collective Agreement, Article 13. At the end of the job share, the successful incumbent will return to their previously held Regular (Permanent) Part-time line.

- i) If one of the time sharers leaves the arrangement or is expected to be absent from work on an extended leave for a period greater than twelve (12) weeks, the job share will end and the original master line rotation will resume and both job sharers will return to their original lines.
- j) Requests to end a job share agreement by either party must be given to the Employer in writing with at least ninety (90) days notice.
- k) All provisions not spoken to in the Letter of Understanding are subject to provisions of the Collective Agreement.

DATED at Shelburne, ON., _____.

For the Employer:


Rohan Thompson, Dir. People & Equity


Christy Vivian, HR Manager


Brenda Wagner, Administrator


Diane Whitten-Franks, Assoc. Administrator

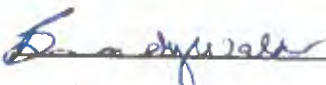

Jenny Power, Director of Care


Matthew Hillier, HR Advisor


Michelle Dunne, Clerk


Wade Mills, Warden

For the Union:









Jeff Vroemen (May 12, 2023 10:32 EDT)

MOS Signoff Pages

Final Audit Report

2023-05-12

| | |
|-----------------|-----------------------------------------------|
| Created: | 2023-05-12 |
| By: | Kristen Bowman (kbowman@cupe.ca) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAAs10_LNdXXSS0034QVTCBYd3ek1eHrdjH |

"MOS Signoff Pages" History

-  Document created by Kristen Bowman (kbowman@cupe.ca)
2023-05-12 - 2:29:21 PM GMT
-  Document emailed to jvreeken@cupe.ca for signature
2023-05-12 - 2:30:20 PM GMT
-  Email viewed by jvreeken@cupe.ca
2023-05-12 - 2:31:12 PM GMT
-  Signer jvreeken@cupe.ca entered name at signing as Jeff Vreeken
2023-05-12 - 2:32:25 PM GMT
-  Document e-signed by Jeff Vreeken (jvreeken@cupe.ca)
Signature Date: 2023-05-12 - 2:32:27 PM GMT - Time Source: server
-  Agreement completed.
2023-05-12 - 2:32:27 PM GMT



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