

COLLECTIVE AGREEMENT

- between -

THE CORPORATION OF THE COUNTY OF LAMBTON



- and -

CUPE / *Canadian Union
of Public Employees*

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2557

(LAMBTON MEADOWVIEW VILLA AND NORTH LAMBTON LODGE)

January 1, 2023 – December 31, 2024

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and the Union, and to provide a mechanism for the prompt and equitable disposition of grievances.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the express terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.
- 2.02 (a) The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this agreement. It is understood by the Union that the express provisions of this agreement constitute the only limitations upon the Employer's rights.
- (b) The parties agree to abide by the employer's policies, procedures, rules and/or regulations as amended from time to time.
- 2.03 (a) Any medical examination requested by the Employer shall be promptly complied with by all employees provided, however, the Employer shall pay for all such examinations.
- (b) When a medical examination is required by the Employer, the following conditions shall apply:
- (i) If an employee takes a medical examination during his/her scheduled working hours, he/she shall not lose any pay as a result of the medical appointment;
- (ii) If the medical examination is taken after the employees' scheduled working hours, the employee shall be paid two (2) hours pay at their regular hourly rate.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

- (a) The Employer recognizes the Canadian Union of Public Employees and its Local 2557 as the sole and exclusive collective bargaining agent for all of its employees in the North Lambton Lodge and Lambton Meadowview Villa, save and except supervisors, persons above the rank of supervisor, two (2) confidential secretaries,

confidential support services clerk, one (1) administrative assistant, students hired during school vacation period and work terms for co-op programs and persons covered by subsisting collective agreements, and hereby agrees to negotiate with the Union concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

- (b) Part-time employees shall be covered by the Terms and Conditions of the Collective Agreement except as explicitly modified by the Letters of Understanding, as applicable.
 - (i) Full Time employees are those who are regularly scheduled sixty-four (64) hours or more in a two week pay period.
 - (ii) Permanent Part Time employees are those who are scheduled more than twenty-four (24) hours but less than sixty-four (64) hours in a two week pay period. They are covered by the Terms and Conditions of the Collective Agreements except as explicitly modified by the Letters of Understanding, as applicable.

Part Time employees are those who are not regularly scheduled. They are covered by the Terms and Conditions of the Collective Agreements except as explicitly modified by the Letters of Understanding, as applicable.

- (c) Temporary workers are those who are placed under government programs (for example Ontario Works volunteers) for a specified task for a period of not longer than twelve (12) consecutive months. The Employer will update the Union every six (6) months on the status of the volunteers in the program. Such workers shall be paid in accordance with the program, and shall not be covered by the terms of the Collective Agreement. It is understood that temporary employees are supernumerary and their utilization will not result in the direct layoff of any employee covered by this agreement, nor will temporary employees be used to fill established positions within the bargaining unit.
- (d) "Vacation Relief": such positions will be posted as "vacation relief" and the successful employees will be union members paying union dues. The vacation relief positions will be available in the prime vacation periods beginning April 1st and ending Labour Day and the Christmas/New Years period.
- (e) Volunteers may be used to enhance the services provided by the Homes but they shall not be used to replace or reduce the hours of work of a bargaining unit employee.
- (f) It is understood that co-op students and students hired during the school vacation period are supernumerary and their utilization will not result in the direct layoff of any employee covered by this agreement, nor will co-op students or

students hired during the school vacation period be used to fill established positions within the bargaining unit.

3.02 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

3.03 Union Management Bargaining Relations

The Union shall supply the Employer with a list of Union officers, a list of members of the negotiating committee, a list of members of the grievance committee and a list of duly appointed shop stewards. The Union Executive and Committee members shall not perform clerical or other duties of a union nature on the job without first obtaining permission to do so from their immediate supervisor.

The Employer shall supply the Union with a list of the negotiating committee, a list of its grievance committee or such other officials as are authorized to deal with grievances and to represent the Employer in the negotiating or administration of this Agreement. This list shall include the name and title of any supervisor representing management in the administration of the Agreement.

3.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when processing grievances as provided for in this Agreement or negotiating with the Employer. With the Employer's permission such representative(s)/advisor(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

3.05 An employee representative of the Union on Standing Committees (specifically Union-Management, grievance and pay equity) will have the right to attend mutually-agreed meetings between the Employer and the Union, held during the employee's scheduled working hours, without loss of remuneration, except as outlined below. An attendance form will be signed by those in attendance at each Standing Committee meeting as a record of the duration of the meeting.

Before a recognized employee representative of the Union leaves their workplace to attend a mutually-agreed meeting they will advise their immediate supervisor (at least four [4] days in advance, where possible) that they will be away from the worksite at a Standing Committee meeting, providing an estimate of the time they will be absent from the workplace and discussion of a possible replacement where the Employer agrees this is necessary.

If the Standing Committee member has to be replaced, or is not scheduled to work on the day of the meeting, they will be paid for the actual time spent at the meeting.

In the event a Standing Committee member is scheduled to work an afternoon or night shift on the day of a meeting, the employee will be paid for the actual time spent at the

meeting. The meeting time will not be considered to be work time so the employee will not receive overtime pay when they work their regularly scheduled afternoon or night shift, or is called in for such a shift. If the meeting goes beyond the anticipated time frame, a decision will be made by the parties whether or not the Committee member will return to work for their scheduled shift, or be replaced.

3.06 Union Bargaining Committee

- (a) A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than six (6) members of the Union with equal representation from both Homes plus the President of the local. The Union will advise the Employer of the Union members of the Committee.
- (b) The Corporation agrees to pay employees on the Negotiating Committee for actual hours spent at the negotiating table during the employee's scheduled working hours to a maximum of eight (8), unless scheduled greater hours. Employees at negotiation during the day are not expected to work a scheduled evening or night shift.

If the Negotiating Committee member has been replaced, or is not scheduled to work on the day of the meeting, they will be paid for the actual time spent at the negotiating table, to a maximum of eight (8) hours.

- 3.07 The provisions of Articles 3.06 and 3.07 apply to the President of C.U.P.E. Local 2557, provided their respective supervisor or designate, is advised (at least four [4] days in advance) that the President will be attending a Standing Committee meeting in the other Home, and understanding is reached as to who is responsible for the President's compensation for attending the meeting. In situations where the President is attending a Standing Committee meeting in place of the C.U.P.E. National Representative, C.U.P.E. will pay the President's remuneration.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 (a) The Parties hereto agree to abide by the provisions of the Ontario Human Rights Code.
- (b) The parties agree that there shall be no discrimination or any reprisals against an employee because of the exercise of their rights under this Collective Agreement.
- (c) The Corporation endorses the right of every employee to work in an environment free from harassment as defined by the Human Rights Code, and providing employees with a process, including the grievance procedure, for solving harassment complaints that might arise.
- (d) The Corporation endorses the right of every employee to work in an environment free from workplace bullying which is included in the County's Policy.

- 4.02 (a) The Employer endorses equal pay for equal work and will adhere to the Pay Equity Act as amended from time to time and shall work with the Union to ensure Pay Equity is achieved and maintained.
- (b) The Gender-Neutral Job Evaluation Plan agreed to by the J.J.E.C. shall be deemed to be included in the Collective Agreement. The process of reviewing revised or new positions within the bargaining unit will be as per the jointly approved Maintenance Manual for Pay Equity/Job Evaluation.

ARTICLE 5 - UNION SECURITY AND DUES DEDUCTION

- 5.01 (a) The Employer agrees to deduct from the wages of each employee the amount of the Union dues as well as any applicable initiation fees and/or assessments, as specified by the Union. All new employees shall become members of the Union upon commencement of employment.
- (b) The Employer shall advise the Secretary-Treasurer monthly as to which employees are terminated or on long term disability, workers' compensation or leaves of absence.
- (c) Contact Information
The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number, available cellular numbers and work e-mail addresses.
- The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.
- The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive every six (6) months.
- (d) Notification of new hires
The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first day of employment.
- 5.02 (a) Deductions shall be made from the payroll bi-weekly and forwarded to the National Union's Secretary Treasurer no later than the 10th day of the following month. The Employer shall indicate on the T-4 Supplementary the amount of Union dues paid by each Union member the previous year.
- (b) Along with the deductions, the Employer will provide to the National Union Secretary Treasurer and a copy of the same to the Local Union Secretary-

Treasurer, a completed Union dues remittance form and an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.

- 5.03 The Union shall indemnify and save harmless the Corporation with respect to all dues so deducted and remitted.
- 5.04 The Union shall be advised of a probationary employee's orientation and a Union representative will be allowed a thirty (30) minute interview (without loss of pay), during which the probationary employee will be provided with a copy of the Collective Agreement, which will be supplied by the Union. The Union representative shall not leave their regular duties to attend the orientation without first obtaining permission to do so from their immediate supervisor.
- 5.05 Union Meetings
The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

ARTICLE 6 - REPRESENTATION

- 6.01 The Employer acknowledges the right of the Union to appoint or otherwise select six (6) Stewards, including one (1) Chief Steward at each Home.
- 6.02 Union Officers & Committee Members
The Union acknowledges that the Steward has regular duties to perform on behalf of the Employer. In a situation which requires a Steward's attention during working hours, they shall not leave their regular duties without first obtaining permission to do so from their immediate supervisor. It is understood that the taking of such time away from regular duties shall be without loss of pay and shall be kept to a minimum and that permission will not therefore be unreasonably withheld.

ARTICLE 7 - CORRESPONDENCE

- 7.01 Subject to other provisions of this Agreement, all correspondence between the parties, arising out of this Agreement shall pass to and from the General Manager, Long Term Care, the Corporate Manager, Human Resources, or their designates, and the President, Vice President and Recording Secretary of the Union by email. A copy of any correspondence between an authorized representative of the Employer and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded by email to the President, Vice President and Recording Secretary of the Union.

7.02 Resolutions and Reports of the Employer

Any reports or recommendation made to the employer dealing with the matters of conditions of employment, shall be communicated by the Employer to the Union in time to afford the Union a reasonable opportunity to consider them and, if deemed necessary, of speaking to them when they are dealt with by the Employer.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the grievance committee. The Stewards shall assist any employee which the steward represents, in preparing the presentation of their grievance in accordance with the grievance procedure. Once a formal grievance is lodged, the Union may have the assistance of their assigned National Representative to the Local 2557 during the process.
- 8.02 The Grievance Committee shall be composed of two (2) representatives from each Home plus the Union president. The president will be involved in Policy Grievances and individual grievances at Step 2, at the Union's option.
- 8.03 The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. No steward shall absent themselves from their work without the permission of their supervisor.
- 8.04 It is the mutual desire of the parties hereto that complaints of the employees shall be adjusted as quickly as possible, and it is understood that an employee may present an oral complaint at any time, without recourse to the formal grievance procedure herein.
- 8.05 (a) A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.
- (b) Saturday, Sunday and Paid Holidays shall not be counted in determining the time in which any action is to be taken or completed in any steps of the Grievance or Arbitration procedures.
- 8.06 It is understood that an employee has no grievance until they have first given their immediate supervisor an opportunity to adjust their complaint. If an employee has a complaint, they shall discuss it with their immediate supervisor. In order to be considered a grievance, such discussion must take place within ten (10) working days after the circumstances giving rise to the complaint first occurred or originated. The immediate supervisor shall communicate their reply to the complaint within ten (10) working days. If such complaint is not settled to the satisfaction of the employee concerned, the complainant may file a written grievance in the following manner and sequence:

- Step 1: The employee, with the assistance of the Union steward, shall submit a written statement of the grievance within five (5) working days after they have received the reply of the supervisor to the Administrator. The Administrator shall deliver their decision in writing within five (5) working days following the day on which the grievance was presented to them. Failing settlement, then:
- Step 2: The grievance shall be referred to the General Manager, Long Term Care and Corporate Manager, Human Resources or their designates in writing within five (5) working days of receipt of the decision in Step 1. The grievance shall be discussed by the Employer's Committee, the Union President, the Steward or designate, the grievor and the National Staff Representative, within fifteen (15) working days of the decision in Step 1. The Employer's Committee shall give their decision in writing within five (5) working days from the date of the meeting.
- Step 3: Failing a satisfactory settlement being reached in Step 2, then the grievance may be referred in writing by either party to arbitration as provided in Article 9 – Arbitration, at any time within 20 twenty working days after the final decision is given in Step 2.

Notwithstanding the referral to arbitration, the parties may mutually agree to refer a grievance to an independent grievance mediator to try and resolve the grievance prior to arbitration. The parties will equally share the fees and expenses of the grievance mediator.

8.07 Group Grievance

- (a) The Union or its representatives shall have the right to co-ordinate a grievance which has been initiated by a group of employees at Step 1 of the Grievance Procedure, provided such grievance is advanced subject to Article 8.06, paragraph one of this Collective Agreement.
- (b) The employer shall possess the right to file a grievance as contemplated in the Labour Relations Act and the procedure shall be as follows: The Corporate Manager, Human Resources or designate on behalf of the Employer, shall lodge the grievance in writing, with the National Representative of the Union within fifteen (15) working days of the circumstances giving rise to the complaint and the National Representative and one other elected or appointed representative of the Union shall meet with the Corporate Manager, Human Resources or designate to discuss the grievance within fifteen (15) working days of receipt of the grievance. Within five (5) working days after the discussion, the National Representative shall render the Union's answer in writing to the Corporate Manager, Human Resources or designate. If the Employer is not satisfied with the disposition of the grievance, the matter may be submitted to arbitration, within five (5) working days of the decision rendered by the National Representative.

8.08 The Employer shall supply the necessary facilities for the grievance meeting.

8.09 Policy Grievance

Either party to this Agreement may file a policy grievance within twenty-one (21) calendar days of the occurrence of the event on which the grievance is based. A policy grievance is a grievance by one of the parties to this Agreement arising out of the interpretation, application or alleged violation of any of the terms of this Agreement but excluding subject matter which can be presented by an employee as an individual grievance.

A union policy grievance shall be filed at Step 2 of the Grievance Procedure. An Employer policy grievance shall be filed with the National Representative. In the case of an Employer policy grievance the parties shall meet within five (5) working days and the Union shall reply within a further five (5) working days. Failing settlement, the Employer may submit the grievance to arbitration within five (5) working days of the decision rendered by the National Representative.

ARTICLE 9 - ARBITRATION

9.01 Both parties to this Agreement agree that no grievance shall be submitted to arbitration unless it is a proper subject matter of a grievance as defined in Article 8, Grievance Procedure, and has been properly carried through all the requisite steps of the Grievance Procedure outlined in Article 8, and has not been settled or abandoned.

9.02 A properly constituted grievance conforming with paragraph 9.01 may be referred to a Board of Arbitration composed of one person appointed by the Employer, one person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board.

9.03 Such referral shall be made by registered mail within the twenty-five (25) work day time limit set out in Article 8 –Grievance Procedure, but not thereafter, and may be made by either party. The written request shall contain the name of the requesting party's appointee to a Board of Arbitration. The recipient of the notice shall within ten (10) days inform the other party of the name of its appointee to the Board of Arbitration. The two appointees shall within a reasonable period of time appoint a third person who shall be Chairman.

9.04 Should the appointees fail to agree on a Chairman, the Ministry of Labour of the Province of Ontario shall be asked to nominate a person to act as Chairman in accordance with the provisions of the Ontario Labour Relations Act.

9.05 Where both parties agree, a single Arbitrator with the same limitations and powers as a Board of Arbitration may be substituted for a Board of Arbitration. In such case the parties shall endeavour to agree on the selection of an Arbitrator. In the event the

parties are unable to agree, a Board of Arbitration shall be constituted in accordance with paragraphs 9.02, 9.03 and 9.04.

- 9.06 No person may be appointed as an arbitrator or member of the Board of Arbitration who has been involved in any attempt to negotiate or settle the grievance.
- 9.07 The decision of the Board of Arbitration, including any decision as to whether the matter is arbitrable, shall be final and binding upon the parties and upon any employee affected by it. The majority decision shall be accepted as the decision of the Board and in the absence of a majority decision, the decision of the Chairman shall be accepted as the decision of the Board.
- 9.08 The Board of Arbitration shall not have jurisdiction to amend, alter, modify, or add to, any of the provisions of this Agreement, not to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement. Further, the Board of Arbitration is not authorized to deal with any matter not covered by this Agreement, nor arising outside the terms of this Agreement.
- 9.09 Each of the parties hereto will bear the fee and expenses of the nominee appointed by it and the parties will equally share the fees and expenses of the Chairman of the Board of Arbitration.
- 9.10 Time limits fixed in this Article may be extended by mutual agreement in writing between the Employer and the Union.

ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 10.01 Whenever a Supervisor deems it necessary to deliver a reprimand to an employee, indicating that discipline or dismissal may follow any further infraction, or may follow if the employee fails to bring their work up to a required standard by a given date, or if the employee is being disciplined, or discharged, such action shall be taken in the presence of a Steward, where appropriate and if possible at the end of the employee's shift. The reprimand will be confirmed in writing (with copies to the employee and appropriate Union representatives) within five (5) working days of the meeting.
- 10.02 An employee who has completed their probationary period may be dismissed or disciplined but only for just cause and only upon the authority of the Employer as defined in this Agreement. Prior to the imposition of suspension or discharge, an employee shall be given the reason in the presence of their Steward or representative of the Union, unless the employee being suspended or discharged is absent from work when notification by registered mail to the employee's last known address (it is the responsibility of the employee to notify the Employer of their current address at all times) shall be sufficient notice. Such employee and the Union shall be advised in writing by the Employer within five (5) working days of the reason for such suspension or discharge.

10.03 An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. The Grievance shall be heard at Step 2 of the grievance process.

ARTICLE 11 - SENIORITY

11.01 (a) Seniority for full time employees is defined as the length of service in the bargaining unit from the date of last hire and shall include service with the Employer prior to the certification or recognition of the Union. Seniority shall be a criteria in determining preference or priority for vacation, promotion, transfer, demotion, lay-off, permanent reduction of the workforce, and recall, as set out in other provisions of this Agreement.

(b) For the purpose of calculating seniority, 1900 hours of employment shall constitute one year's seniority, 950 hours of employment shall constitute six (6) months seniority and 475 hours of employment shall constitute three (3) month's seniority, all effective July 8, 1988. All hours worked prior to July 8, 1988 at North Lambton Lodge shall be calculated using 2088, 1044 and 522 hours as the respective conversion factors. For Lambton Meadowview Villa the effective date of the new conversion factors is July 1, 1989.

11.02 (a) The Employer shall maintain one seniority list showing the number of hours worked to all Employees for Lambton Meadowview Villa and North Lambton Lodge. The Seniority list shall include each employee's name, their department, the date upon which seniority commenced, occupational classification, status and the number of hours worked. The seniority list will be maintained for all purposes within the Collective Agreement save and except scheduling issues (ie: vacation, call ins etc.) which will operate based on seniority within each Home (NLL & LMV). An up-to-date seniority list shall be sent to the Union twice per year in March and September and posted on all bulletin boards. The March list will contain all hours worked up to December 31 of the previous year the September list will contain all hours worked up to June 30 of the current year.

Employees may challenge their seniority dates for a period of one (1) month after posting and if no challenges are received, the seniority list as posted shall be deemed to be correct.

11.03 (a) In the event that an employee is transferred from a part-time position to a full-time position, the employee shall be credited with seniority proportionate to the amount of part-time hours worked. The conversion factor upon transfer from part-time to full-time shall be 1900 hours of part-time employment equals one year of full-time employment from the date of ratification forward.

(b) For the purpose of calculating seniority for part-time employees during pregnancy and/or parental leave, each week of seniority shall be determined by the average

number of hours worked per week during the previous year, exclusive of vacation and leaves of absence. If the employee has had irregular hours or a marked increase or reduction in hours worked during her pregnancy, then each week of seniority shall be determined by the average number of hours worked per week during the previous two years, again exclusive of vacation and leaves of absence.

- 11.04 An employee shall be considered a probationary employee until they have worked a total of 480 hours for full-time and part-time or longer if mutually agreed upon by the Parties. They shall have no seniority rights during the probationary period. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis, and may be disciplined or discharged at any time at the sole discretion of the Employer, however, that such termination shall not be exercised in a manner which is arbitrary, discriminatory or in bad faith. The probationary period may be extended by one hundred and sixty (160) hours for employees by mutual agreement between the Employer and the union in the case of individual employees.
- 11.05 On successful completion of the probationary period, an employee shall be placed on as regular staff, their name shall be placed on the seniority list and their seniority shall date back 480 hours or longer if mutually agreed upon by the parties. Employees acquiring seniority on the same date shall be added to the seniority list in accordance with their time of hire.
- 11.06 An employee shall lose seniority if they:
- (a) resigns in writing from the employ of the Employer;
 - (b) is discharged for just cause and is not reinstated;
 - (c) fails to report for work within seven (7) calendar days after being notified by the Employer of a call back, without a valid reason acceptable to the Employer. Notification shall be by registered mail to the employee's last known address following a layoff (it is the responsibility of the employee to notify the Employer of their current address at all time) the effective date of which shall be two days after mailing;
 - (d) are absent for two consecutive working days without notifying the Employer unless a satisfactory explanation is provided to the Employer.
 - (e) are absent from work due to an accident or illness for a continuous period of twenty-four (24) months or longer, or is permanently disabled, in accordance with Human Rights Tribunal of Ontario.
 - (f) are absent from work without a written leave of absence authorized by the Employer; uses a leave of absence for a purpose other than that for which it was granted, or fails to return to work at the expiration of a leave of absence.

- 11.07 No employee shall be transferred to a position outside the bargaining unit without their consent. If an employee is transferred to a position outside of the bargaining unit, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority within the Bargaining Unit.
- 11.08 Should the employer undertake to restructure in such a way as to affect part-time or full-time lines, the employees shall pick new lines by preference based solely on up-to-date seniority, and not based on the last Seniority list.

ARTICLE 12 - LAY-OFFS AND RECALL

12.01 Definition of Lay-Off

A lay-off shall be defined as a reduction in the work force, which would include but not be limited to a permanent reduction of daily or biweekly hours of any full-time or permanent part-time employee's hours of work.

Role of Seniority on Lay-Offs

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, or recall from lay-off, full-time employees shall be laid-off or recalled in the reverse order of their seniority so long as the full-time employee to be retained or recalled has the skill and ability to perform the required work. In case of the lay-off of a full-time employee, such full-time employee shall be provided the opportunity to transfer to part-time and retain full seniority rights. In the event there is a necessity to lay-off or recall any part-time employee, the lay-off or recall will be by classification and based on the seniority date of the employee. In the case of lay-off, members of the Union executive and the steward body shall be the last to be laid off, provided the employee has the ability and qualifications to do the work involved.

In case of lay-off, probationary and temporary employees (excepting persons employed on temporary projects financed by government-assisted training and employment programs (i.e. Summer Experience); and those taking job related training (i.e. Personal Support Worker) and students shall be laid off prior to any permanent staff.

- 12.03 New employees shall not be hired until those laid off have been given an opportunity of recall.

12.04 Layoff and Recall

(a) Notice of Layoff

In the event of a layoff of a permanent or long-term nature, the Employer will provide the affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be

provided to the Union at the same time. Service will be calculated as of the date of the proposed layoff.

In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority two (2) weeks notice. Such notice shall not be required if the layoff occurs because of an emergency such as fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.

- (b) In the event of a layoff, the Employer shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

12.05 Options for Employees Subject to Layoff

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff; or
- (b) displace an employee who has lesser seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training, other than orientation. The employee who is subject to layoff has seven (7) working days to notify the Employer they wish to exercise their bumping rights. Such employee so displaced shall be laid off.

NOTE: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid-off employee is within one percent (1%) of the laid-off employee's straight time hourly wage rate.

- (c) in the event that there are no employees with lesser seniority in lower or identical-paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid-off employee is within five percent (5%) of the laid-off employee's straight time hourly rate, provided he can perform the duties without training, other than orientation. Such employee so displaced shall be laid off.
- (d) In the event that a layoff commenced on the day immediately following a Paid Holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.
- (e) Severance Pay
Within the lesser of thirty (30) days from the date of notice of layoff, or the notice provided in 12.04(a) above, an employee with more than twelve (12) months

service who has received notice of layoff of a permanent or long-term nature may resign, forfeiting the right to notice. Such employee will receive the balance of their entitlement to notice [under 12.04(a)] as severance pay.

(f) Retirement Allowance

Within thirty (30) days from the date of notice of layoff, an employee who has received notice of layoff of a permanent or long-term nature may retire provided the employee is eligible to retire under the terms of the Ontario Municipal Employees' Retirement System (O.M.E.R.S.) Pension Plan. An employee who chooses this option forfeits their right to notice and will receive the balance of their entitlement to severance pay on the basis of one (1) week's pay for each year of service, to a maximum of twenty-six (26) weeks.

12.06 Recall Provisions

- (a) An employee shall have the opportunity of recall from layoff to an available opening, in order of their seniority within 24 months of the lay-off date, provided that they have the ability to perform the work (without training, other than orientation) before such opening is filled on a regular basis under the Job Posting procedure. The Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have declined to do so, or have been found unable to perform the work available.
- (c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of transferring to the position they held prior to the layoff should it become vacant within six (6) months of being recalled, without the position being posted.
- (d) It is understood that an employee's decision not to accept recall into a lower-paid position which is > 5% less than the laid off employees regular hourly rate at date of lay-off, will not be interpreted as the employee waiving their rights to recall for other available openings, otherwise refusal constitutes resignation.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing). Said employee and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

- (f) Employees on layoff, or notice of layoff, shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

12.07 Benefit on Layoff

- (a) In the event of a layoff of a full-time employee, the Employer shall pay its share of insured benefits premium(s) up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever comes first. The employee may, if possible under the terms and conditions of the insurance benefits programs, continue to pay the full premium cost of a benefit or benefits for an additional nine (9) months while on layoff, or until the laid-off employee is employed elsewhere, whichever comes first.

ARTICLE 13 - PROMOTIONS AND STAFF CHANGES

- 13.01 (a) When a new position is created, or when a vacancy occurs, which the Employer wishes to fill (which shall include the resignation of an incumbent, either inside or outside the bargaining unit), the posting will be made available via the applicant tracking system (for which training and support shall be provided) for seven (7) working days within thirty (30) working days of the vacancy occurring. The successful applicant shall be determined within ten (10) working days from the closing of the posting. The employer shall make every effort to place the successful applicant in the position within ten (10) working days of being awarded the position.
- (c) Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, hours of work, shifts, location within the Home (ie Floors), wage or salary rate or range. This is for information purposes only and is subject to change based on operational requirements. In the case of existing jobs the wage shall be as already mutually agreed to by the Joint Pay Equity Committee.
- (c) The term “permanent vacancy” as used in this Agreement shall be defined as a permanent job opening of more than forty-five (45) working days’ duration. A “temporary vacancy” shall be defined as a job opening of less than forty-five (45) working days’ duration, or longer with the approval of the Union, except that vacancies of more than forty-five (45) working days caused by employees being on vacation, off sick, on WSIB, or on an approved leave of absence, or on a short term task of less than six (6) months, shall be considered temporary also.
- (d) i) The Employer will have the option of filling temporary vacancies either through the posting process or by back-filling with regular part-time staff. Should the Employer decide to post the temporary vacancy, Employees

interested in filling temporary vacancies of anticipated duration of greater than forty-five (45) working days, and all subsequent vacancies arising out of the initial posting, shall apply to the initial posting. The position shall be awarded to the applicant to the initial vacancy according to Article 13.02 (a). Subsequent openings will be awarded to those applicants according to seniority. Full Time employees are excluded from applying to temporary Part Time position.

- ii) Employees interested in filling temporary vacancies of anticipated duration of greater than thirty (30) working days, and all subsequent vacancies arising out of the initial posting, shall apply to the initial posting. The position shall be awarded to the applicant to the initial vacancy according to Article 13.02 (a). Subsequent openings will be awarded to those applicants according to seniority. Full Time employees are excluded from applying to temporary Part Time position.
 - iii) For pregnancy/parental leaves, approved Leaves of Absence or WSIB leaves that are expected to exceed six (6) months in duration, they shall be considered temporary also.
- (e) For purposes of this article subsections a) & b) working days shall be defined as Monday to Friday exclusive of Saturday and Sunday.
 - (f) The successful applicant will be contacted by the employer either in person or by phone, as the case may be. The successful applicant to either the initial vacancy or subsequent vacancy will have a period of twelve (12) hours to confirm their acceptance of the offer or to refuse it. In the absence of confirmation received in the twelve (12) hours the employee will be deemed to have refused the job offer and the employee next in line will be offered the posting. The next applicant in line will follow the same rules as outlined above.
 - (g) Where contact is made by telephone to the applicant, the employer will leave a message if the call is not answered, and if this is possible, indicating the reason for the call is a job offer based on the posting the employee applied for and that the response is required within twelve (12) hours. The employer will leave the date and time of the call on the message and keep a record of the same.
 - (h) Employees who have applied for a position or may be considered for a subsequent position, are responsible to submit in writing their desire to accept the posting or subsequent position if awarded, if they will not be available to accept a confirmation call as set out above.
- 13.02 (a) In selecting a candidate to fill a vacancy within the bargaining unit, preference shall be given to that employee with the greatest seniority, provided that they have the qualifications and ability to do the job efficiently. The “greatest seniority” shall mean the seniority accumulated at the time of the job posting.

- (b) In making such staff changes, qualified members of the bargaining unit shall be given first consideration.
- (c) Applicants from outside the bargaining unit shall only be considered if there are no applicants from the bargaining unit who can fulfil the requirements of the posting at the time of the posting.

13.03 Only the successful applicant for any position and the Union will be notified in writing of the decision of the Employer and the decision shall be communicated via email.

13.04 When an Employee is the successful applicant in the posting for a permanent job, the following shall apply:

- (a) Lateral transfer: the employee must serve a 240 hours worked trial period, and will be placed on the grid in the new job at the same rate that the employee was earning immediately prior to the posting.
- (b) Promotion: the employee will serve a 240 hours worked trial period, will be placed on the grid in the new job at the rate which is next higher than the rate the employee was earning immediately prior to the posting, where applicable.
- (c) Downgrade: the employee will be placed at the rate which results in the least decrease to the rate which the employee was making immediately prior to the posting.

The date of promotion/downgrade to the new classification shall become the anniversary date for application of the salary progression.

13.05 (a) The successful applicant to a permanent posting shall serve a trial period of 240 hours worked from assumption of new duties. Conditional on satisfactory service, the employee shall be confirmed in the position after the period of 240 hours worked. In the event the successful candidate proves unsatisfactory in the position during the aforementioned trial period or wishes to return to their former position within that time, that employee shall be returned to the former position without loss of seniority and at the employee's former wage rate. Any other employee promoted because of the rearrangement of positions shall also be returned to that employees' former position and at the former wage rate of that employee. Employees who elect to return to their former position shall not be allowed to bid on a similar job in the same department for a period of one (1) year. Departments shall be as follows: dietary, housekeeping, laundry, nursing, recreational and leisure, clerical, maintenance, and community-oriented outreach programs. The trial period may be extended for a specified period of time by mutual agreement of the parties. All employees will be allowed to apply to a maximum of three (3) postings every twelve (12) months of which they are the successful candidate. Employees can hold only one position in CUPE 2557.

- (b) All employees will be allowed to apply to a maximum of three (3) postings for temporary vacancies within any twelve (12) month period which they are the successful candidate. Those employees who are the successful candidates for temporary vacancies would only have a fourteen (14) day trial period (as in a) above) if they are changing classifications or homes and once confirmed must remain in the temporary vacancy for the duration of the vacancy. However, after being in a temporary assignment that extends to longer than twelve (12) months, the successful candidate will have the option of returning to their original position. In the event a permanent vacancy comes available, the Employer shall consider those employees in temporary vacancies for the permanent postings. Employees can hold only one position in CUPE 2557.

ARTICLE 14 - HOURS OF WORK

14.01 Regular Daily Hours

The regular daily hours of work shall be eight (8) continuous hours per day, including a thirty (30) minute paid meal period, except the office staff.

Prior to introducing new schedules or line changes, the Employer will solicit input from the Union. The Union may participate and review the proposal; however, the Union will provide such input no later than twenty-one (21) working days from being notified. The discussion may be in the form of the Union Management Committee.

- 14.02 Each employee will have the opportunity to initiate a shift change request to a maximum of eight (8) per four (4) week period as determined by the Employer. Of the eight (8) opportunities noted above, employees, save and except for permanent full-time employees, may utilize a maximum of two (2) for the purposes of giveaways and the remaining as shift changes or utilize all eight (8) opportunities for shift change purposes. Each employee can request at their discretion. For clarity, giveaways will not result in the use of an unpaid vacation day. It is understood that such shift change, initiated by the employee and approved by the Home, shall not result in overtime compensation or payment. Shift changes will be entered into the scheduling software and agreed to by both employees. For giveaways, both parties must indicate acceptance prior to management approval. For clarification, a shift change is an exchange of shifts between two (2) employees, and a shift giveaway is giving away one shift to another employee without receiving one in return. The request shall be submitted for approval at least forty-eight (48) hours in advance, Monday to Friday, prior to the requested change, if possible. The Employer shall respond to such request within forty-eight (48) hours (Monday-Friday and exclusive of Holidays) and shall be subject to operational requirements at the discretion of the Employer. Shift change requests shall include any request for vacation leave.

It is understood that a mutual exchange of shifts, once approved, cannot be changed/mutualled again.

- 14.03 It is agreed that employees of the nursing staff required to stay to complete briefing the next shift, will be paid for this time as per the collective agreement.
- 14.04 An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and second half of a shift in an area made available by the Employer.
- 14.05 There shall be no changing of posted scheduled shifts unless the employee(s) have been notified in person or by direct telephone contact for the cancellation of shifts. The same procedure shall apply for call-ins.
- 14.06 A new employee shall be utilized only to fill vacancies until the next work schedule is posted, at which time such employee's name shall be placed on the work schedule.
- 14.07 (a) The Employer will schedule part-time employees who are not on the permanent part-time schedule on a "fair and equitable" basis.

All staff must submit their requests for time off at least 4 weeks in advance of the schedule being posted. Once the schedule is posted, staff will have the opportunity to request shift changes in accordance with Article 14.02. Once the schedule is posted, requests for time off may be submitted for Employer approval but employees are responsible for securing their own coverage.

For clarification, "fair and equitable" scheduling is defined as employees being available to work all shifts. When an employee is not available for a shift for any reason the shift is counted as scheduled for the purposes of scheduling only.

- 14.07 (b) All replacement call-ins including overtime, shall be offered on a seniority basis. When there is a need to fill a shift within two hours or less from the start of the shift and the Employer has called at least five (5) senior employees to fill the shift, the Employer can fill the shift at its discretion. There is an expectation that staff will respond to call-ins.
- 14.08 Subject to operational requirements, and with notice to the Union, the employee or employer may initiate a request for a short term reduced work week. Qualifying employees are those full-time employees with twelve (12) years or more continuous service. The schedule may be reduced to a minimum of eight (8) shifts in a two week pay period. The employee will specify the time duration in advance, subject to the employer approval, to a maximum of six (6) months. A full-time employee shall be entitled to maximum of four (4) reduced work week opportunities. Where an employee working such a reduced schedule, leaves their position, the position will be posted without the reduction. Part-time employees taking these extra shifts are not eligible to receive benefits. It is understood that this reduction in shifts and hours of work will not create an increase in the total compensation cost of the bi-weekly pay period. The term may be renewed by mutual agreement of the Employer and the Union.

14.09 Shifts affected by Daylight Saving Time

For shifts affected by the change from daylight saving time to standard time and vice-versa, the employee shall be paid for hours: the night shift shall be paid in the Spring; eight (8) hours and in the Fall; nine (9) hours.

ARTICLE 15 - OVERTIME

15.01 It is understood and agreed that the Home is a 24 hour-per-day 7 day-per-week continuous operation and services must be maintained on a continuous basis. Therefore, to establish when an employee is entitled to premium pay for excess hours worked, the following shall apply:

Time and one-half (1-1/2) of regular hourly rates of pay shall be paid:

- (a) part-time and full-time: for all hours worked in excess of eight (8) in any one (1) work day
- (b) part-time and full-time: for all hours worked in excess of eighty (80) in any two (2) week period
- (c) full-time: for all hours worked on a Paid Holiday as listed in Article 17. In this regard, however, there shall be no duplication or pyramiding of premium payment.
- (d) Only for the purpose of calculating overtime in (a) above, a work day shall be defined as a twenty four hour (24) period, calculated from the beginning of an employee's scheduled shift where no eleven (11) hour work free period has been provided.
- (e) Any employee who agrees to stay and works in excess of eight (8) hours on a Paid Holiday as defined in Article 17.01 shall be paid two (2) times the hourly rate for the hours worked in excess of eight (8) hours on such day.

- 15.02 (a) There shall be a minimum of eleven (11) consecutive hours free from performing work between shifts for full time staff.
- (b) For call-ins of part-time staff, no overtime will be paid provided there is a minimum eleven (11) consecutive hours free from performing work from the end of the last shift worked where the employee has worked eight (8) hours or less in any one (1) work day.
 - (c) In certain situations, employees can work overtime for a maximum of four (4) hours with the following exceptions:

- Upon completion of any evening shift, an employee may work up to eight (8) hours overtime. For clarity, an evening shift refers to a minimum of eight (8) hours, that would begin no sooner than 2pm and end no later than 11pm.
- Emergency situations such as weather conditions necessitating requesting employees to work overtime to ensure adequate staffing.
- An employee, who completes their scheduled shift and subsequently stays for an overtime shift, shall have a minimum of eleven (11) hours free from performing work prior to returning to their next scheduled shift.
- An employee, whose next scheduled shift is within the eleven (11) hours mentioned above, can choose the option to work the last half of their next scheduled shift, provided they will have been free from work for eleven (11) hours or take their entire next shift off.
- The employee must notify the employer of their selected option above at least eleven (11) hours prior to the start of the next scheduled shift, failing to do so, the employer shall fill the entire scheduled shift.

- 15.03 (a) If an employee reports for work at the scheduled starting time and there is no available work in their regular job, they will be assigned alternate work or shall receive at least four (4) hours pay at the regular rates.
- (b) The reporting allowance provided in (a) above will not apply where failure to provide work arises from causes beyond the Employer's control nor where the employee had received at least three (3) hours notification not to report for work.
- (c) An employee who is rotating from a night shift to a day shift must have one day off between the end of the night shift and the start of the day shift. A day shall be defined as twenty-four (24) hours from the commencement of the first shift.
- (d) Where the twenty-four (24) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half.

15.04 When an employee, having left the premises of the Home, is called back for work outside of scheduled hours, the minimum payment will be equivalent to that for three (3) hours pay at one and one-half (1-1/2) times his hourly rate.

15.05 No employee shall be required to take time off or have the employee's hours rescheduled in lieu of overtime. Employees will be allowed to bank overtime to a maximum of forty (40) hours.

15.06 If an employee is called in to replace an employee who did not or cannot report for work, she/he shall be paid for the entire shift providing she/he reports within one (1) hour of verbally accepting the shift.

15.07 A Volunteer firefighter shall not leave their regular duties to answer a fire call without first obtaining permission to do so from their immediate supervisor, or designate. The Employer agrees to keep the Volunteer Fire Fighter's pay whole, if it is necessary to absence themselves from the workplace to respond to a fire fighter emergency during working hours.

ARTICLE 16 - SHIFT PREMIUMS

16.01 On a shift where the majority of hours are after 2 p.m., the entire shift shall attract shift premium. On the 10 a.m. to 6 p.m. shift where the hours are equal, the hours worked after 2 p.m. shall attract shift premium.

Effective Date of Ratification

Monday to Friday, 2:00 p.m. to 6:00 a.m. - \$0.65/hour

Saturday and Sunday, 6:00 a.m. to 2:00 p.m. - \$0.65/hour

Saturday and Sunday, 2:00 p.m. to 6:00 a.m. - \$1.15/hour

ARTICLE 17 - HOLIDAYS

17.01 The Employer recognizes the following as paid holidays:

New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

National Truth and Reconciliation Day

17.02 For those employees who regularly work Monday – Friday schedules, when any of the above-noted holidays fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Monday is declared or proclaimed a Holiday) shall be deemed to be the holiday for the purpose of this Agreement.

17.03 A full-time employee who is not scheduled to work on the above holidays shall receive holiday pay equal to one day's pay. A full-time employee who is scheduled to work shall be paid at the rate of time and one-half plus another day off with pay. The statutory holiday banked must be taken within the calendar year of the Stat Holiday or it will be paid out by the Employer. Full-time employees that earn the Remembrance Day,

Christmas Day and Boxing Day Stat, will have the ability to utilize before April 30th of the following year. If not used, it will be paid out by the Employer.

17.04 In order to be entitled to payment for a holiday an employee must:

- (a) be on the active payroll of the Employer and not on leave of absence, sick leave, workers' compensation, suspension or lay-off, provided that a lay-off of less than one week prior to the holiday shall not disqualify an employee for holiday pay;
- (b) have worked the full scheduled working day immediately preceding the holiday and the full scheduled working day immediately following the holiday unless on bereavement leave.

17.05 A part-time employee shall receive for each holiday shown in Article 17.01, pay and/or time off as described in the Employment Standards Act.

17.06 A shift that begins and ends during the twenty-four (24) hour period of any of the above holidays where the majority of hours worked falls within that twenty-four hour period shall be deemed to be performed on the holiday for the full period of that shift.

17.07 The Employer shall endeavour to schedule such that employees shall alternate every other year for Christmas Day and New Year's Day. The intent of this is that an employee scheduled to work Christmas Day should not be expected to work New Year's Day, and the reverse should apply the following year.

ARTICLE 18 - VACATION ENTITLEMENT

18.01 Full Time employees shall be entitled to receive an annual vacation with pay in accordance with the Employee's years of employment. The following schedule is based on a twenty-six (26) week pay period in a year. Where such number of pay periods is greater the hours per pay period may vary.

Years of Service	Hours per Pay Period
1 year service but less than 3 years service	3.08 hours per pay period (10 days)
3 years service but less than 8 years service	4.62 hours per pay period (15 days)
8 years service but less than 15 years service	6.16 hours per pay period (20 days)
15 years service but less than 24 years service	7.70 hours per pay period (25 days)
24+ years service	9.24 hours per pay period (30 days)

Employees will be allowed to accumulate 1.5 times their annual vacation entitlement into their vacation entitlement bank at any one time.

Vacation pay for each week of vacation shall be at the rate of five (5) days of normal earnings.

In no event shall the vacation pay received by an employee in any calendar year be less than that provided by the Employment Standards Act, as amended from time to time.

The Employer will recognize the hire date for purposes of vacation entitlement. On the anniversary of the employee's hire date, they will begin accruing vacation entitlement at the next threshold if entitled.

18.02 (a) A part-time employee shall receive vacation pay based on the applicable percentages of their gross earnings in the preceding year:

- | | | |
|-----|--|-----|
| (a) | less than three (3) years of employment | 4% |
| (b) | less than eight (8) years of employment | 6% |
| (c) | less than fifteen (15) years of employment | 8% |
| (d) | fifteen years or more of employment | 10% |
| (e) | twenty-four (24) years or more of employment | 12% |

(b) All part-time employees will receive written information providing them with details of their vacation accruals and calculations at the time their vacation pay is paid out.

18.03 It is agreed and understood that when the Employer is scheduling vacations, the Employer shall take into consideration the fact that an employee's normally scheduled days off shall not be considered as vacation days for the purpose of calculating vacation entitlement.

18.04 Employees on extended absences of longer than thirty (30) days save and except WSIB and Pregnancy Leave shall have their vacation pay pro-rated accordingly.

18.05 (a) Vacations may be taken at any time of the year subject to Article 17.07 and the Employer will grant requests where possible, provided that vacation quotas shall not be unduly restrictive, and vacation time shall not be unreasonably withheld.

(b) The first vacation request calendar will be posted for the month of February, and be closed on March 1st for vacations between May 1st to October 31st. Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to March 24th. Vacation secured by March 24th shall supersede all other subsequent vacation requests for this period.

(c) The second vacation request calendar will be posted annually for the month of September, and be closed on October 1st for vacations between November 1st to

April 30th. Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to October 24th. Vacation secured by October 24th shall supersede all other subsequent vacation requests for this period.

Any requests for vacation beyond b) and c) above will be considered on a seniority basis and must be submitted by the scheduling software no later than two (2) weeks in advance of the schedule being posted.

Approval of this vacation request will be subject to operational requirements as determined by the Employer, but will not be unreasonably denied. Vacation requests made with less than 2 weeks notice may be approved in accordance with Article 14.02.

- 18.06 If a paid holiday falls or is observed during an employee's vacation period, they shall be paid for the holiday and that day shall be included as part of their vacation. (*i.e. Monday is a Holiday and a week's vacation is taken which would total to 4 days of vacation used and one paid holiday.*)
- 18.07 On retirement an employee shall be entitled to proportionate vacation or proportionate vacation pay up to the date of retirement.
- 18.08 When an employee dies, their estate shall be entitled to the value of the vacation credit owing him at the time of decease.
- 18.09 Should an employee become ill and is hospitalized or there is a death in the family, they shall substitute leave for such vacation and take their vacation entitlement at a later date.

ARTICLE 19 - LEAVES OF ABSENCE

- 19.01 (a) Upon request to the Employer, subject to operational requirements employees elected or appointed to represent the Union at a conference, convention or educational seminar shall be allowed leave of absence with pay and without loss of benefits. Such request shall not be unreasonably denied.

Employees on approved Union Leave of Absence, as set out in Article 19.01, will be paid for such leave by the Employer. The Employer will then forward a statement of such wages and benefits to the Union Office for reimbursement of the stated amount.

- 19.01 (b) i) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the employer shall allow an unpaid leave of absence so that the employee may be a candidate in Federal, Provincial, or Municipal elections.

- ii) An employee who is elected to public office shall be allowed an unpaid leave of absence without loss of seniority during their terms of office.
- iii) An employee who is elected or selected for a full-time position with the Union, or any body with which the union is affiliated, shall be granted an unpaid leave of absence without loss of seniority for a period of one year. Such leave shall be renewed each year, on request during their term of office.

19.02 Bereavement Leave

- (a) An employee shall be granted a maximum of five (5) regularly scheduled consecutive work days leave without loss of salary in the case of death or life threatening illness of an immediate family member. Immediate family member is defined as mother, father, spouse (including common-law spouse and/or same-sex partner) child or step-child, brother, sister, grandparent or grandchild.
- (b) An employee shall be granted up to three (3) regularly scheduled consecutive working days leave within a period of seven (7) calendar days, without loss of pay or benefits, in the case of the death of a: mother-in-law, father-in-law, son-in-law or daughter-in-law, brother-in-law, sister-in-law, grandparent-in-law, niece or nephew provided the leave days are regularly scheduled work days. This clause shall also apply to persons standing in loco parentis.
- (c) An employee shall be granted up to one (1) day of leave without loss of pay or benefits, in order to serve as pall bearer or attend the funeral or memorial service of an aunt, uncle, provided the funeral or memorial service falls on a regularly scheduled work day
- (d) Payment shall be made where the leave day(s) are used for making funeral arrangements, travel and attending the funeral and/or memorial service. Where a memorial service is held at a later date, the employee may use any Bereavement Leave they have remaining regarding the deceased.
- (e) The employee shall advise their supervisor/manager, or designate, of the need for bereavement leave at their earliest convenience;
- (f) It is agreed that a bereaved employee may be granted additional time off, without pay, for the purpose of travel and/or other matters related to the estate of the deceased, subject to the prior approval of their supervisor, or designate.
- (g) For the purpose of this Article, "life threatening illness" will be interpreted in a manner consistent with the Family Medical Leave provisions of the Employment Standards Act, 2000.

19.03 An employee who is called for jury duty, or subpoenaed as a witness in an action in which the employee is not a party, shall continue to receive their regular pay and

benefits. At the conclusion of their duty, the employee shall obtain a certificate from the court, showing the period of their jury or witness services and the amount of compensation received, and shall deposit the certificate together with the full amount of compensation received, but not including travelling allowances, with the Administrator.

Where an employee has been called for jury duty or subpoenaed as a witness in an action in which the employee is not a party, the employee will immediately advise their supervisor, and will provide the supervisor with updates as to their status (availability or unavailability for work) as they become aware of changes.

19.04 The Employer shall pay the cost of an academic or technical course approved by the Employer upon and subject to successful completion of the course. An Employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications, if mutually agreed upon between the employee and the Employer.

19.05 Education Leave

(a) If required by the employer, an employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to upgrade his or her employment qualifications.

Where employees are required by the employer to take courses to upgrade or acquire new employment qualifications, the employer shall pay the tuition and text book fees if any, related to the course and employees reasonable accommodation, meals and mileage expenses incurred in accordance with County's policies.

(b) Subject to operational requirements the Administrator may grant a request for an unpaid leave of absence to a maximum of twelve (12) months to upgrade employment qualification, related to the operations of the employer, provided that the Administrator receives at least one (1) month's advanced notice in writing. Such requests shall not be unreasonably denied. Applicants, when applying, must indicate the date of departure and specific date of return.

19.06 An employee may be entitled to leave of absence without pay and without loss of seniority when he requests in writing such leave subject to operational requirements. Approval shall be at the discretion of the Employer. If the leave of absence is for a period longer than thirty (30) working days the employee shall pay the premiums for his benefits for the duration of the leave of absence. Vacation time or any banked time shall be taken prior to an unpaid leave of absence and will not accrue during the period of absence.

19.07 The Employer agrees to provide pregnancy and parental leave in accordance with the provisions of the Employment Standards Act. During that time the employee's seniority shall continue to accumulate and the Employer shall continue to pay the Employer's share of the applicable benefits unless otherwise directed by the employee in writing.

The Employer reserves the right to replace the employee who is on such leave with temporary or part-time employees during that period, it being understood the vacancy shall be filled according to the provisions of article 13.01.

An employee on leave as set out above who has applied for and is in receipt of Employment Insurance benefits shall be paid a supplemental employment insurance benefit equivalent to the difference between seventy-five (75%) of the employee's regular weekly earnings and the earnings of the employee's weekly rate of employment insurance benefits and any other earnings, for a maximum of fifteen weeks of pregnancy/parental leave. Such payments shall be contingent upon the employee providing proof that they are eligible for, or in receipt of, Employment Insurance pregnancy or parental leave benefits during the period of payment. The employee's regular weekly earnings shall be in accordance with Schedule "A" of the agreement and shall be the employee's rate of pay on the last day worked prior to the commencement of the leave times.

The cumulative amount of the total SUB payment shall not increase or decrease as a result of an employee's option to extend any leave under changes to existing Employment Standards Act legislation.

19.08 Employees who require Leaves of Absence shall provide the Employer with two (2) weeks advance notice, unless circumstances prevent this from happening.

19.09 None of the Leaves in this article shall be unreasonably denied.

ARTICLE 20 - SICK LEAVE PROVISIONS

20.01 (a) Intermittent Days: All full-time employees who are actively working on January 1st will be credited with five (5) Intermittent Days forty (40) hours at the beginning of each calendar year. Those who are not actively working at the beginning of the year will have their Intermittent Days entitlement pro-rated according to the formula set out below. If an employee does not work at all during a calendar year, they will not be entitled to any Intermittent Days for that year.

Those hired after January 1st in any year, will be given days pro-rated from the date of hiring as follows:

Hired	Number of Days	No of Hours
January or February	5.0	40.01
March or April	4.16	33.34
May or June	3.2	26.67
July or August	2.5	20.00
September or October	1.66	13.33
November or December	0.83	6.67

The Union acknowledges the five (5) Intermittent Days forty (40) hours provided annually are payment in lieu of the Employer sharing the Unemployment Insurance Commission premium reduction with the members or the bargaining unit. These days may be used to supplement the weekly indemnity insurance to one hundred percent (100%) of salary. There will be no cash surrender value at termination or retirement for any unused intermittent days. The unused days may be accrued and used in a following year. The intermittent days will be used prior to any other accumulated sick leave credits (banked days) when supplementing the weekly indemnity plan, either of which may be used for that purpose up to a maximum of seventeen (17) weeks for each separate illness. No sick leave days will be used at any time when the responsibility rests with the Insurance Company.

- (b) Time off will be granted to employees to attend a specialist doctor's appointment scheduled on an emergent or urgent basis or to attend to immediate family members who require care. Such time off may be charged against accumulated sick leave credits and, in any case, will not exceed one (1) day for each absence and shall not exceed two (2) days per year. Family responsibility days can only be taken off at a minimum of half (.5) day blocks of time.

20.02

(a) Infection Control

In the event an employee is suspected of having a contagious infection and is sent home by a doctor or the Administrator or designate, the employee shall not lose wages or benefits for days absent while awaiting results of the tests if the tests prove negative.

(b) Self isolation language

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

(c) Influenza Vaccine/Any Outbreak

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

- (i) Employers recognize that employees have the right to refuse any required vaccination.
- (ii) If an employee refuses to take the vaccine required under this provision or alternative applicable anti viral medication, the employee may be reassigned

during the outbreak period and if not reassigned the employee will be placed on an unpaid leave for the duration of the outbreak. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

- iii) If an employee refuses to take the vaccine or alternative applicable anti viral medication because it is medically contraindicated, and where a medical certificate is provided to this effect, the employee may be reassigned during the outbreak period and if not reassigned the employee will be paid.
- iv) If an employee gets sick as a result of the vaccination and applies for WSIB, the Employer will not oppose the claim.
- v) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information including risks and side effects regarding the vaccine.
- vi) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

20.03 Injury Pay Provisions

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 When an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

21.02 (a) An employee, who temporarily relieves in or performs the principal duties of a higher paying grade, shall be placed in the higher grade at the same step they are presently in, so long as the employee has completed their orientation period in the higher paying position.

(b) Where the Employer temporarily assigns an employee to carry out the responsibilities of their supervisor for one full shift or more, the employee shall be paid a premium of five percent (5%) in excess of their current wage rate for all hours worked in that capacity.

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

21.04 The Employer shall pay the full cost of mandatory x-rays when O.H.I.P. refuses to pay the cost.

ARTICLE 22 - JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Wage rates for new or revised positions shall be assigned by the Employer and be subject to Article 4.02.

ARTICLE 23 - EMPLOYEE BENEFIT PLANS

23.01 For details on benefits coverage, see Appendix B of this Collective Agreement

23.02 The Employer reserves the right to change carriers on the insurance coverage noted above, with sixty (60) days notice to the Union, (who shall have the opportunity to respond), provided the insurance maintains equal or better coverage.

23.03 (a) Part-time employees shall receive twelve percent (12%) of base hourly wages (Schedule A) in lieu of employee benefits described in Articles 23.01, with the exception of 23.01(h).

(b) Part-time employees who have not yet passed their probation period and become full-time employees will continue to receive percent in lieu until they are eligible for participation in the benefits as per Article 23.

- Part-time employees who have already passed their probation period and become full-time employees will be eligible for benefits effective the date they become a full-time employee.

Employees on Workplace Safety and Insurance Board

Sick Leave credits may be used to make up the difference between WSIB payments and normal pay, on the condition that the employee assign the WSIB benefit amount to the Employer and in exchange his/her normal pay. An employee may choose to accept WSIB payments only and retain their sick leave credits. It is the responsibility of the employee to notify the Corporation's payroll clerk at the time an injury occurs and an application is made to the WSIB.

An employee who is receiving benefits as of the date of injury, and is receiving payment for a compensable injury under WSIB shall accumulate seniority and shall be entitled to

all benefits as per Article 23 of this Collective Agreement. While on WSIB the Employer shall continue to pay his share of all premiums for employee benefit plans, including the pension plan, based on one hundred percent (100%) of earnings, for not more than two (2) years.

If the injured employee is not physically capable of performing his/her regular duties, the Employer and the Union shall meet to discuss what alternatives are available for the injured worker, in accordance with the findings of the vocational rehabilitation section of WSIB.

ARTICLE 24 - UNION MANAGEMENT AND HEALTH AND SAFETY COMMITTEES

- 24.01 (a) Parties to this Agreement shall maintain a Union Management Committee for each Home consisting of three (3) representatives of management and three (3) representatives of the Union for the purpose of dealing with issues of mutual interest, but not grievances or issues dealing with the Collective Agreement.
- (b) Each Committee shall determine its own procedures and the presence of at least two (2) representatives from each side constitute a quorum. Representatives shall receive a notice and agenda of the meeting at least two (2) weeks in advance of the meeting and employees shall suffer no loss of pay for time spent at Committee meetings.
- 24.02 The parties agree to abide by the provisions of the Occupational Health and Safety Act (R.S.O. 1990, as amended).
- 24.03 (a) The Health and Safety Committee of each Home shall hold meetings at a time mutually agreed upon between the Union and the Employer for jointly considering, monitoring, inspecting, investigating and reviewing health and safety conditions and practices and to improve existing health and safety conditions and practices.
- (b) Worker representatives on the agreed joint committees shall not leave their regular duties without first obtaining permission from the immediate supervisor; such permission will not be unreasonably withheld.
- 24.04 Violence in the Workplace

The parties agree that any act of violence will not be condoned by the employer, employees and their union representatives. Any employee who believes that they have been subject to workplace violence shall report such to their supervisor immediately.

The employer shall ensure that all employees understand their roles and responsibilities as it relates to violence prevention in the workplace. Risks of violence to employees will

be identified and appropriate policies will be developed and implemented with the Joint Health and Safety Committees.

The employer agrees to educate health and safety hazard recognition to all employees at orientation. The employer and Joint Health and Safety Committee will identify hazards and recommend training to alleviate hazards in the workplace. The employer with the Joint Health and Safety Committees may recommend amendments to policies on this subject matter from time to time.

ARTICLE 25 - CLOTHING ALLOWANCE

- 25.01 (a) Full-time employees who ordinarily receive a clothing allowance shall be paid a clothing allowance of ten dollars (\$10.00) per month which shall be paid in the month of February. Part-time employees shall receive a prorated portion of the full-time amount as the part-time hours worked relates to the normal hours worked by a full-time employee. Eligible employees include office and activation staff.
- (b) All employees who work within the Maintenance department and who qualify for work boots shall be allowed up to one hundred dollars (\$100.00) annually with the production of a receipt.

ARTICLE 26 - GENERAL CONDITIONS

- 26.01 Proper accommodation shall be provided for employees to have their meals and store and change their clothes.
- 26.02 The employer shall provide a bulletin board both sites upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees, subject to the prior approval of the Employer, which approval shall not be unreasonably withheld, and will be given expeditiously.
- 26.03 Personnel Records
An Employee shall have the right to review their personnel file upon request and with reasonable notice to the Corporate Manager, Human Resources or designate.
- Written reprimands shall be removed from the employee's disciplinary record no later than two (2) years from the date of the written reprimand unless the employee is again disciplined during that period.
- 26.04 The employer shall reimburse an RPN for the cost of registration in the RPNAO.

26.05 The Employer will reimburse F license holders for Recreation and Leisure Drivers if they are required for the positions held. The cost of such will be determined based on the cost of the requirement for each of the above classifications.

26.06 Where the employer approves the request by an employee to be cross-trained into a different department for which that employee has the required prerequisites for the position, all hours worked will be paid.

ARTICLE 27 - COPIES OF AGREEMENT

27.01 The Employer and the Union shall share equally the cost of printing sufficient copies of this Agreement.

ARTICLE 28 - PROTECTION OF EMPLOYEE'S POSITION

28.01 No employee in the bargaining unit shall be laid off as a direct result of the contracting out of work normally and regularly performed by employees in the bargaining unit.

28.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except in emergencies and in cases mutually agreed upon by the Parties. Those excluded will include the Laundry Supervisor, Maintenance Supervisor, Housekeeping Supervisor, Food Supervisor, and Accounts Supervisor at North Lambton Lodge.

28.03 No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one or more part-time employees. The employer also agrees not to replace full-time positions with part-time positions.

28.04 The Employer agrees to provide notification to the Union when agency staff are used.

ARTICLE 29 - TERM OF AGREEMENT

29.01 This agreement shall be effective from January 1, 2023 – December 31, 2024 and from year to year thereafter unless either party gives notice in writing to the other party within ninety (90) days prior to the termination date. Within ten (10) working days of receipt of such notice by one party, or such other period as may be mutually agreed between the parties, the other party is required to enter into negotiations for a new agreement. Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed. If negotiations extend beyond the termination of this agreement any revisions in terms shall apply retroactively only if mutually agreed by the parties.

- 29.02 (a) All other changes in this Agreement shall be effective the date of ratification unless otherwise stated.
- (b) All increases to the salary schedule shall be retroactive to January 1st, 2023. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between January 1st, 2023 and expiry date December 31st, 2024, they shall be entitled to the pro-rated amount of such payments.
- The Employer will endeavour to provide all retroactivity within thirty (30) calendar days of the Interest Arbitration Award and/or receiving written notice of ratification. However, all retroactivity will be paid within sixty (60) calendar days of the Interest Arbitration Award.
 - All retroactivity will be paid to employees on an employee's regular pay deposit and will include an itemized summary of the retroactivity.
 - All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

29.03 Changes in Agreement

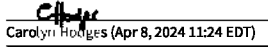
Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

Signed electronically by the Parties.

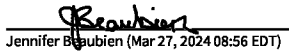
FOR THE COUNTY OF LAMBTON:



Tonya Furtado


Carolyn Hodges (Apr 8, 2024 11:24 EDT)

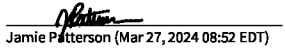
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Jennifer Beaubien (Mar 27, 2024 08:56 EDT)

Jennifer Beaubien


Susan Casey (Mar 27, 2024 13:28 EDT)

Susan Casey

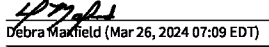

Jamie Patterson (Mar 27, 2024 08:52 EDT)

Jamie Patterson


FOR CUPE LOCAL 2557:


Jason DeFraga (Mar 27, 2024 10:42 EDT)

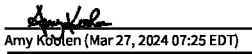
Jason DeFraga


Debra Maxfield (Mar 26, 2024 07:09 EDT)

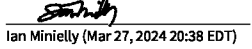
Debra Maxfield


Kim Mommersteeg (Mar 27, 2024 14:22 EDT)

Kim Mommersteeg


Amy Koolen (Mar 27, 2024 07:25 EDT)

Amy Koolen


Ian Minielly (Mar 27, 2024 20:38 EDT)

Ian Minielly


Denise Jackson (Mar 25, 2024 16:40 EDT)

Denise Jackson



Synden McDonald

SCHEDULE "A" - WAGES

Code	Occupation Name	January 1, 2023 3.5%			January 1, 2024 3.5%		
		1	2	3	1	2	3
F3024	Maintenance Helper-Homes	22.15	23.14	24.23	22.93	23.95	25.08
F3000	Scheduling Services Worker	22.55	23.54	24.72	23.34	24.36	25.59
F3026	Housekeeping Aide	22.55	23.54	24.72	23.34	24.36	25.59
F3027	Laundry Aide	22.55	23.54	24.72	23.34	24.36	25.59
F3072	Van Driver (Day Programme)	22.55	23.54	24.72	23.34	24.36	25.59
F3038	Receptionist/ Trust Clerk	24.58	25.73	26.99	25.44	26.63	27.93
F3075	Clerk (Day Programme)	24.58	25.73	26.99	25.44	26.63	27.93
F3023	Cook	25.26	26.51	27.75	26.14	27.44	28.72
F3021	Cert. Cook	25.94	27.14	28.31	26.85	28.09	29.30
F3025	Dietary Aide	25.38	26.57	27.75	26.27	27.50	28.72
F3033	Bldg. Maintenance (<i>ghost</i>)	25.94	27.14	28.31	26.85	28.09	29.30
F3019	Personal Support Worker	29.04	30.24	31.41	30.06	31.30	32.51
F3033	Building Maintenance	27.51	28.62	29.76	28.47	29.62	30.80
F3048	Day Programme Staff	26.03	27.27	28.57	26.94	28.22	29.57
F3065	Office Clerk 1	26.03	27.27	28.57	26.94	28.22	29.57
F3013	Ward Clerk	26.41	27.68	28.91	27.33	28.65	29.92
F3074	Activation Staff	26.41	27.68	28.91	27.33	28.65	29.92
F3073	Life Enrichment Staff	26.64	27.83	29.18	27.57	28.80	30.20
F3051	Certified Day Programme Staff	26.64	27.83	29.18	27.57	28.80	30.20
F3042	Accounts Payable Clerk	29.32	30.79	32.33	30.35	31.87	33.46
F3012	R.P.N.	29.32	30.79	32.33	30.35	31.87	33.46
F3077	QI Coordinator	29.32	30.79	32.33	30.35	31.87	33.46

NOTES:

The above rates do not include twelve percent (12%) in lieu of benefits to which part-time employees are entitled.

The grid movement in "Schedule A" will occur every 950 hours worked and be based on an employee's total hours of work, regardless at which Home the hours had been worked. Once an employee achieves a higher level in the grid they shall maintain that level subject to Article 13.04 (b).

Life Enrichment Staff qualifications are: All new hires shall have completed a recognized post-secondary (degree/diploma) or (post diploma course) at the University or Community College level in: Kinesiology; Recreation and Leisure Services; or related discipline. Current employees

working the classification of Life Enrichment Staff will be grand-parented for the purpose of job postings.

Certified Day Programme Staff qualifications are: All new hires shall have completed a recognized post-secondary (degree/diploma) or (post diploma course) at the University or Community College level in: Kinesiology; Recreation and Leisure Services; or related discipline.

Personal Support Worker qualifications are: All new hires shall have the PSW certificate program. Current employees working in the classification of Health Care Aide will be grand-parented for the purpose of job postings.

Activation qualifications are: Personal Support Worker (PSW) certificate and completion of approved Restorative Care course.

Certified Cook qualifications are: Red Seal.

Cook qualifications are: Currently in position without certification.

APPENDIX A - JOB SHARING

PREAMBLE

Whereas it is the intent of the County of Lambton to recognize the life pressures on its employees and the corresponding impact on their jobs, it is also understood that the county remains committed to providing its services uninterrupted and responsibly both fiscally and operationally.

Effective April 29, 2014, Employees in Job Share currently would remain under current Job Share language/arrangement, i.e. grand parented.

Job-Sharing:

- 1 The Employer will consider job sharing two full time permanent positions within each Home between a maximum of two employees under the following provisions:
 - a. Approval of a job share including length of term remains the sole discretion of the County of Lambton without recourse or redress.
 - b. Job sharing agreements will be for a maximum of twelve (12) months are to be reviewed at that time.
 - c. All requests for job share must be made in writing to the immediate supervisor signed by the requesting Full Time employee no later than 6 weeks prior to commencement of the job share.
 - d. "Ownership" of the job will rest with the Full Time employee requesting the job share.
 - e. The Employer will post the other half of the Job Share opportunity.
 - f. It will be awarded per the Collective Agreement. The successful candidate will retain their employee status, but will give up their "ownership" of their job.
 - g. The job being vacated will be posted in accordance with the Collective Agreement.
 - h. Review of the job share arrangement shall be the responsibility of the respective immediate supervisor, in consultation with Human Resources, and shall be ongoing throughout the arrangement.

- i. Duties will be divided equally between the two parties and they are expected to fulfil all of the obligations of the full-time position. Each job share participant will be scheduled an equal number of hours per pay period.
- j. It is understood that all appointments will be arranged during non-working hours except for emergency situations.
- k. Employees in a job share arrangement will be eligible for call-in shifts only after all other Part Time and Casual employee have been given the opportunity.
- l. In the event that one member of the job-sharing arrangement goes on sickness, vacation, maternity leave or any other leave, it is expected that both job-sharers will cover each other's absence. Partners are to arrange coverage and notify the Supervisor of the change.
- m. Wages for job share employees subject to this agreement will be paid as per Schedule A.
- n. Wage increments will occur as per the Collective Agreement.

2 Benefits entitlements shall be provided as follows:

- a. Employees with full or part time employee status will receive 11 percent in lieu of benefits.
- b. Accumulation of seniority for the two employees during the job share arrangement shall be as per Article 11.01 (b) of the Collective Agreement.
- c. In the event that one employee wishes to leave the job share position the job share agreement will end. The employee must give three calendar weeks notice.

3 If the Full Time employee who "owns" the full time position gives notice to end the job share:

- a. The employee who "owns" the full time position will resume the full duties of the position.
- b. The other job sharing partner shall exercise their seniority rights as per the Collective Agreement.

- c. If the Full Time employee leaves the employment, the job sharing partner will assume the position on a full-time basis for the duration of the transition period while the Full Time job is posted and filled. They will then exercise their seniority rights as per the Collective Agreement.
- 4 If the job share partner gives notice to end the job share:
 - a. The employee who “owns” the full time position will resume the full duties of the position.
 - b. The other job sharing partner shall exercise their seniority rights (“bump”) per the Collective Agreement.
- 5 It is understood that whenever a job share agreement is terminated by the Employer, the position continues to be identified as a full-time position and will be posted and filled as a full time position in accordance with the of this collective agreement.
- 6 Job share arrangements may be terminated by the Employer or the Union without recourse or redress. Any party to the arrangement wishing to terminate the job share must notify the immediate supervisor no later than three calendar weeks prior to the desired termination date. If it is the desire of the County of Lambton to terminate the arrangement they will notify the participating employees no later than three calendar weeks prior to termination.

Appendix B - Outline of Benefits

For further details, see the Benefits Booklet.

The Employer shall pay its share of the cost of the premiums of the following insurance plans, which shall be subject to the terms, conditions and regulations of such plans for qualified full-time employees who have completed their probationary period. Such full-time employees will be offered the option to join the County's insurance plans for this group; if an employee chooses not to participate in any or all of the plans, they will be required to sign a waiver to that effect.

- (a) Ontario Health Insurance Plan (O.H.I.P.) E.H.T. – including semi-private coverage, one hundred percent (100%) of the billed premiums.
- (b) Major medical coverage – one hundred percent (100%) of the billed premiums for Drug Card for prescriptions; Deluxe Travel Insurance; \$10 dispensing fee cap; and \$600 per year for Paramedical for all specialties combined. Nursing at \$25,000 per 3 years. Maximum of \$1,000 every 60 months for purchase of hearing aids. Physiotherapy remains unchanged.

Paramedical Services – Licensed Specialists as below:

- Psychologists, Massage Therapist, Speech Therapist, Naturopaths, Acupuncturist, Osteopaths/Practitioners, Chiropractors, Podiatrists/Chiropractists (This group maximum one x-ray per benefit year.)
 - Increase to \$600 effective Date of Ratification
- (c) Group Insurance – the Employer participates in a Group Life Insurance Plan, which is a condition of employment for full-time employees who have completed their probationary period (60 working days), to the amount of two times the annual salary rounded to the next higher \$1,000.00 to a maximum of \$150,000.00. The Employer agrees to pay one hundred percent (100%) of the billed premiums. Dependent life of \$2,000 spouse and \$1,000 per child is 100% Employer paid.
- (d) Accident and Dismemberment Insurance – the Employer participates in this insurance plan, also, to the amount of two times the annual salary rounded to the next higher \$1,000.00 to a maximum of \$100,000.00. The Employer agrees to pay one hundred percent (100%) of the billed premiums.
- (e) Dental Insurance Plan – fifty percent (50%) of the premium to be paid by Employer and fifty percent (50%) of the premium of the Dental Plan to be paid by the employee by payroll deduction. Coverage shall be the current O.D.A. rate, as it may be adjusted from time-to-time. Coverage includes 9 month recall; 50% coverage for caps, crowns & bridges; 50%

orthodontic coverage for children with a \$1,500 lifetime maximum for orthodontics; \$2,000 annual maximum for basic and major combined.

On a one-time basis, an employee may be pre-approved by the Employer to utilize all or some of the annual dental benefit maximum on account of orthodontic services.

- (f) Weekly Indemnity Insurance – The Employer agrees to pay one hundred percent (100%) of the billed premium for a plan which provides seventy-five percent (75%) of weekly earnings rounded to the nearest dollar (\$1.00) to a maximum benefit of one thousand and fifty dollars (\$1,050.00) per week, or whatever greater amount the County purchases. Benefits begin the first day of injury, the first day of hospitalized illness or the fourth day of non-hospitalized illness.
- (g) Long Term Disability Insurance – The Employer agrees to pay one hundred percent (100%) of the billed premium for a plan which provides seventy percent (70%) of monthly earnings rounded to the nearest dollar (\$1.00), to a maximum benefit of four thousand five hundred dollars (\$4,500.00) per month, or whatever greater amount the County purchases. The plan shall include an “own occupation” definition for the first 24 months of entitlement.
- (h) O.M.E.R.S. Pension Plan – the Employer shall participate in the Ontario Municipal Employees Retirement System. It is a condition of employment with the Employer that each full-time employee becomes a member of O.M.E.R.S., contributing payment as required by the system through payroll deduction. The Employer will contribute an equal amount to the fund to aid in providing a retirement pension. Part-time employees have the option of participating in O.M.E.R.S. subject to the O.M.E.R.S. Regulations.
- (i) Optical – the Employer shall pay one hundred percent (100%) of the billed premium to provide an optical plan which provides \$410.00 coverage per family member every 24 months inclusive of eye exam. To include prescription safety glasses. An employee may claim onetime Laser eye surgery for each eye, for which the Optical coverage above may be claimed and applied.
- (j) Emergency/Deluxe Travel Assistance

General description of the coverage, for further details see the benefits booklet.

- As an employee, you and all dependents are covered for Emergency Travel Assistance benefits.
- If you are faced with a medical emergency when travelling outside of the Province.
- Emergency means an acute illness or accidental injury that requires immediate, medically necessary treatment prescribed by a doctor.

LETTER OF UNDERSTANDING #1

between

THE CORPORATION OF THE COUNTY OF LAMBTON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2557

RE: WORKLOAD

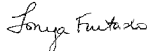
It is agreed and understood between the parties that the issue of workload may be raised by either party in the Union Management Committee for discussion and in search of resolution if applicable.

The employer will keep the committee advised as to steps taken or proposed to be taken to rectify the identified problems.

Signed electronically by the Parties.

FOR THE COUNTY OF LAMBTON:

FOR CUPE LOCAL 2557:



Tonya Furtado



Jason DeFraga (Mar 27, 2024 10:42 EDT)

Jason DeFraga



Carolyn Hodges (Apr 8, 2024 11:24 EDT)

Carolyn Hodges



Debra Maxfield (Mar 26, 2024 07:09 EDT)

Debra Maxfield



Jennifer Beaubien (Mar 27, 2024 08:56 EDT)

Jennifer Beaubien



Kim Mommersteeg (Mar 27, 2024 14:22 EDT)

Kim Mommersteeg



Susan Casey (Mar 27, 2024 13:28 EDT)

Susan Casey



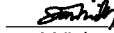
Amy Koolen (Mar 27, 2024 07:25 EDT)

Amy Koolen



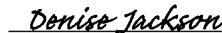
Jamie Patterson (Mar 27, 2024 08:52 EDT)

Jamie Patterson



Ian Minielly (Mar 27, 2024 20:38 EDT)

Ian Minielly



Denise Jackson (Mar 25, 2024 16:40 EDT)

Denise Jackson



Synden McDonald

LETTER OF UNDERSTANDING #2

between

THE CORPORATION OF THE COUNTY OF LAMBTON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2557

**RE: INDIVIDUALS EMPLOYED BY THE COUNTY RECEIVING
BENEFITS POST 65:**

It is agreed and understood between the parties that employees who attain age 65 will be eligible for the following insurance benefits coverage, subject to and in accordance with the underlying insurance policies and plans:

Extended Health Care benefits listed in the collective agreement.

Dental Coverage (cost sharing as described in the collective agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS).

Life Insurance and AD&D to a maximum benefit coverage of \$25,000 each.


The employer agrees to extend the voluntary AD&D to all post 65 employees subject to the terms and conditions of the insurer. The employer's only obligation is the remittance of premiums for said plans.

Employees age 65 and over will continue to be eligible for sick leave benefits granted under Article 20 but, for greater certainty, will no longer be eligible for long term disability benefit coverage contemplated in THE Long Term Disability section of Appendix B.


Eligibility for benefits extended to employees age 65 and above under this letter shall cease upon the employee reaching age 70.

Signed electronically by the Parties.

FOR THE COUNTY OF LAMBTON:

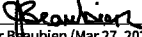


Tonya Furtado



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Carolyn Hodges




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Jennifer Beaubien



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Susan Casey



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FOR CUPE LOCAL 2557:




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Debra Maxfield




Kim Mommersteeg (Mar 27, 2024 14:27 EDT)

Kim Mommersteeg



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Synden McDonald

LETTER OF UNDERSTANDING #3

between

THE CORPORATION OF THE COUNTY OF LAMBTON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2557

RE: CHRISTMAS AND NEW YEARS DAY SCHEDULING


The Parties recognize that the number of requests for Christmas and New Year's Day off often exceeds the number of Employees that the Employer can approve due to operational needs to the extent that they have agreed to rotate the opportunities as per Articles 17.07 and 18.05 (a). In an effort to clarify 17.07 and afford the greatest opportunity for the day off, the Employer agrees to the following process specific to Christmas Day and New Year's Day where the number of requests for time off exceeds the number of opportunities.

1. Employees will submit requests to the Employer in accordance with Article 18.05 (c).
2. Employees not regularly scheduled to work as per their regular line will not be scheduled to work unless the Employee requests the opportunity to work either/both Holiday(s).
3. The Employer will approve the requested day(s) off first for Employees who worked the requested Holiday in the preceding year.
4. Where the number of these requests exceeds the number of absences that the Employer can approve, the Employer will look at the preceding year(s) and approve requests based on the least recent time that the Employee has had the Holiday off that they are requesting until they have exhausted the opportunities available.
5. In the event that there is a tie amongst requesting Employees who have worked the day in preceding years, the most senior Employee will be approved.


Nothing in this agreement shall impact an Employees ability to mutually exchange or give away a shift on Christmas Day and/or New Year's Day.

Signed electronically by the Parties.

FOR THE COUNTY OF LAMBTON:

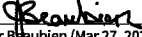


Tonya Furtado



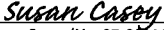
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Jennifer Beaubien (Mar 27, 2024 08:56 EDT)

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Susan Casey (Mar 27, 2024 13:28 EDT)

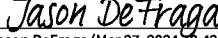
Susan Casey



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FOR CUPE LOCAL 2557:



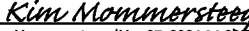
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Ian Minielly



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Denise Jackson



Synden McDonald

LETTER OF UNDERSTANDING #4

between

THE CORPORATION OF THE COUNTY OF LAMBTON

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2557

RE: EXTERNAL HIRES FOR TEMPORARY VACANCIES

The Union recognizes that there have been situations where the Employer has been unable to fill Temporary vacancies created by the following absences after Article 13 (Promotions and Staff Changes) has been exhausted by the Employer and it has been determined that there are no interested internal bargaining unit members.

1. To replace a person transferred or seconded from the bargaining unit in accordance with Article 11.07;
2. To replace an employee absent:
 - a. on a statutory leave of absence (parental, pregnancy leave, etc.);
 - b. due to illness/injury (including workplace-related illnesses and injuries);
 - c. on any other Employer-approved leave of absence.

When the Employer has exhausted any Internal bargaining unit members and must recruit from an external pool of candidates, the Employer shall provide the Union with the successful candidate's name, classification and expected duration of employment.

The foregoing provisions of the Collective Agreement shall apply except for the following Articles, which do not apply to these employees: Article 11, 12, 18, 20 and 25.

External hires, regardless of their status, will receive part time employee entitlements under the terms and conditions of the collective agreement (i.e. holiday pay, percent in lieu of benefits, vacation pay etc.), with the exception of those specific articles noted above.

These Employees may apply for any vacancies in accordance with Article 13. They will be considered after all internal candidates with seniority have been exhausted but before any external candidates. Should they be the successful applicant to a position, seniority shall accumulate from the first day that the employee commenced work for the Employer. All hours

worked by the employee shall be included in the computation of the employee's probationary period.

Upon acceptance of a position within the Bargaining Unit, the Employee will be required to remain in the temporary vacancy for its duration and when the temporary vacancy extends to longer than twelve (12) months, the employee may elect to go into their recently obtained position.

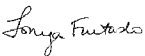
In the event where the employee is not successful to a regular full-time, permanent part-time, part-time or subsequent temporary position during the duration of the temporary position, the employees term with the County of Lambton will cease and they will no longer be considered an employee of the County of Lambton.

These Employees shall be subject to Union Dues, as per Article 5.01(a) of the collective agreement.


Signed electronically by the Parties.

FOR THE COUNTY OF LAMBTON:

FOR CUPE LOCAL 2557:



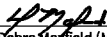
Tonya Furtado



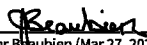
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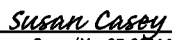
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
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
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
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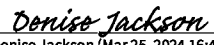
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