

COLLECTIVE AGREEMENT

between

**The Corporation of the County of Lanark
concerning its operation at
Lanark Lodge, Perth, Ontario**

and

**Canadian Union of Public Employees
and its Local 2976**

January 1, 2024 – December 31, 2026

**LANARK
COUNTY**

CUPE / Canadian Union
of Public Employees

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ARTICLE 1 - PREAMBLE

1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees of the Home. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that the management function of the Employer to determine the size of the work force rests exclusively with the Employer except as specifically limited by the express provisions of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to:

- (a) Hire, discharge for just cause, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employees.
- (b) Maintain order, discipline and efficiency.
- (c) Make, enforce and alter from time to time reasonable rules, regulations and policies to be observed by the employees.
- (d) All of the above shall not be inconsistent with the terms of this Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

As per the certificate and the decision issued by the Ontario Labour Relations Board dated May 29th, 1985, the Employer recognizes the Canadian Union of Public Employees and its Local 2976 as the sole and

exclusive collective bargaining agent for all its employees at its Lanark Lodge Home for the Aged, Lanark County, save and except Department Heads, persons above the rank of Department Head, Registered and Graduate Nurses and the Office and Clerical Staff.

3.02 Work in the Bargaining Unit

- (a) Employees whose jobs are not in the bargaining unit shall not perform the functions of jobs in the bargaining unit except in emergencies, in instances when employees in the bargaining unit are not immediately available, or for training purposes.

There will be no reduction in the number of employees due to the use of volunteers in the facility.

(b) Contracting Out

In the event that work not normally performed by bargaining unit members occurs, the Employer will endeavour to offer this work to the part-time bargaining unit employees able to perform the work as per seniority.

3.03 No Other Agreements

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

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination & Harassment

The parties agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, place of residence, sex, sexual orientation, marital status, disability or any other grounds as defined by the Ontario Human Rights Code as amended from time to time, nor by reason of their membership or legal activities in the Union.

4.02 Personal and Sexual Harassment

The parties agree that all employees shall be free of Personal and Sexual Harassment, and that the Employer Policies Violence/Harassment in the Workplace (December 14, 2016) shall be included as Appendices to the Collective Agreement.

Where the policies fail to meet the minimum legislative or collective agreement requirements, those requirements will prevail.

ARTICLE 5 - UNION MEMBERSHIP

5.01 All Employees to be Members

Any employee covered by this Agreement who was in the employ of the Employer prior to the Canadian Union of Public Employees being certified as the Collective Bargaining Agent for the employees shall become a member of the Union and pay dues as established by the Union.

5.02 Any employee who is eligible for membership and has commenced employment subsequent to the Canadian Union of Public Employees being certified as the Collective Bargaining Agent, shall become a member of the Union and pay dues as established by the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with Article 5.01. The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded by the Employer to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15th) day of the following month. The dues deduction cheque shall be accompanied by a list of names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

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

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and explain the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide the employee with a copy of the Collective Agreement.

7.03 Interview with Representative

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the designated Union Representative. This representative shall have the right to interview the new employee within regular hours, without loss of pay, for a maximum of fifteen (15) minutes during the employee's first month of employment.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Lanark Lodge or their designate and the Local President with a copy to the National Representative of the Union.

A copy of any correspondence between the Employer, or their designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Local President with a copy to the National Representative of the Union.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or

group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

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

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than four (4) members of the Union. The Union will advise the Employer of the Union members of the Committee.

9.03 Function of the Bargaining Committee

All matters pertaining to the negotiation of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with the provisions of this Agreement.

9.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s)/advisor(s) shall have access to the Employer's premises at any reasonable time in order to investigate and assist in the settlement of a grievance on the condition that the Director of Lanark Lodge or their designate is given advance notice.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fourteen (14) calendar days after the request has been given.

9.06 Time Off for Meeting

A member of the Bargaining Committee, as described in Article 9.02, shall have the right to attend meetings held within working hours.

Four (4) members of the Union Bargaining Committee shall have the right to attend negotiating meetings up to and including conciliation meetings, held within working hours without loss of pay.

9.07 Health and Safety Committee

- (a) The parties agree to abide by the Employer's Occupational Health and Safety Policy (January 27, 2010) and Health and Safety Rules and Regulations (February 1, 2010).
- (b) At least one (1) of the CUPE Representatives shall be a certified worker as described by the OHSR R.S.O 1990.
- (c) The Union will provide the Employer with the names of its representatives on the Committee by March 1st of each year.
- (d) Meetings should be held bi-monthly.

9.08 Labour/Management Committee

- (a) The Employer recognizes four (4) members of the Union, to sit on a Labour/Management Committee.
- (b) The Employer agrees to pay for time spent during regular working hours for the representatives of the Union attending meetings of the Labour/Management Committee.
- (c) The Committee shall meet as required by either party. Such meetings shall take place at a mutually agreeable time and place.
- (d) Agenda items shall be exchanged at least three (3) working days prior to the meeting.
- (e) An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over the meetings.
- (f) Minutes of the meeting shall be taken and reflect the Agenda items discussed along with a resumé of the discussions that have taken place on every agenda item as well as the resolutions agreed to each agenda item.
- (g) **The Purpose of the Committee**
 - i) Promoting and providing, effective and meaningful communication of information and new ideas to enhance the quality of the work environment;

- ii) Dealing with concerns and complaints with the policies, procedures and general working conditions;
 - iii) Working towards eliminating conditions causing grievances and misunderstandings;
 - iv) Reviewing suggestions from employees and the Employer concerning working conditions and service.
- (h) **Jurisdiction of the Committee**
- i) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
 - ii) The Committee shall not supersede the activities of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- (i) The Employer agrees to discuss with and inform the Union of changes in personnel policies and procedures prior to their effective date. These changes in policies and procedures shall be posted.

9.09 Modified Work, WSIB and/or STD/LTD

The Corporation of the County of Lanark undertakes to provide meaningful employment for both permanently and temporarily disabled employees, thereby returning valuable human resources, benefits, and productivity to the Corporation.

The Employer agrees to make every reasonable effort to provide suitable modified work for employees who are on WSIB, or who are on STD/LTD to any employee who is unable to perform their essential duties as a consequence of disability. The Employer will meet with the modified work representative to discuss the circumstances surrounding the employee's return to suitable work.

The Union agrees to counsel its members on the benefits of cooperating in a "Modified Work" program.

9.10 Workload Complaint

1. Either the Union or the Home may submit a complaint in writing relating to workload to the Labour Management Committee. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with proper resident care.
2. The written workload complaint, to the extent possible, should be detailed as to facts and reasons. The complaint should be submitted at least one (1) week before the meeting of the Labour-Management Committee.
3. The written workload complaint must constitute an agenda item for discussion at the meeting of the Labour-Management Committee.
4. The Labour Management Committee must respond to the written workload complaint in the minutes of the meeting.
5. The parties will provide the Labour Management Committee Members with all documentation that is relevant to the complaint.

9.11 No Strikes and Lockouts

The Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Election of Stewards

In order to provide an orderly and timely procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to a total of six (6) stewards who must be employees of the Employer during their term of office. One (1) additional employee may be appointed or elected and shall be designated as Chief Steward. The Union reserves the right to appoint a co-chief Steward to assume the duties of the Chief Steward in their absence or when they are unavailable.

10.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and the department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize the employee.

10.03 Grievance Committee

The Grievance Committee shall consist of two (2) representatives of the Union, one (1) of which may be the President.

10.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the normal performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor. The employee/Steward will inform their Supervisor upon their return to duty. Such permission shall not be unreasonably withheld.

10.05 Definition of a Grievance

Nothing herein shall prevent an individual employee from discussing a complaint with their immediate Supervisor or Department Head. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to the grievance occurred or originated more than fourteen (14) calendar days before the filing of the grievance.

10.06 Settling of Grievances

It is agreed that an employee has no grievance until they have first given their supervisor an opportunity to adjust their complaint within fourteen (14) days of its occurrence or when they ought to have been aware of it. An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

Step 1

The aggrieved employee(s) shall submit the grievance to their Steward.

Step 2

If the Steward considers the grievance to be justified, the employee(s) concerned, together with their Steward, shall first seek to settle the dispute with the employee's Supervisor.

Step 3

Failing a satisfactory decision and settlement of the matter within two (2) business days after the matter was presented at Step 2, the employee(s) concerned, with the Chief Steward, may, within five (5) further business days, submit the grievance to the Director of Lanark Lodge or their designate and at the same time advise the Director of the redress sought. The Director or their designate shall render a decision in writing within five (5) business days after receipt of the grievance.

Step 4

Failing to reach settlement in Step 3, the Union may submit the grievance to the County Chief Administrative Officer or their designate who may convene a meeting within ten (10) working days after the decision in Step 3 is made. The County Chief Administrative Officer or their designate, shall give their written reply within ten (10) working days of the Union's submission.

Step 5

Failing satisfactory settlement being reached in Step 4, the Union may refer the matter to arbitration in accordance with the provisions of Article 11, providing such is done within ten (10) working days from the date the Employer's answer in Step 4 is made.

10.07 Policy Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees of the Union has a grievance, Steps 1 and 2 of this article may be by-passed. Like other grievances, a policy grievance must be submitted to the Employer in writing within fourteen (14) calendar days of the incident being grieved.

10.08 Union May Institute Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

10.09 Facilities for Grievances

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

10.10 Mediation

By mutual written agreement, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement, indicating the name of the nominee to an arbitration board. Within ten (10) working days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairperson.

11.02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within ten (10) working days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement. However, the Board shall have the power to dispose of a discharge or suspension grievance in a manner which it deems just.

11.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which they shall attempt to do within five (5) working days.

11.05 Expenses of the Board

Each party shall pay:

- 1) Fees and expenses of the nominee it appoints;
- 2) One-half (1/2) of the fees and expenses of the Chairperson.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual consent of the parties. Such request and consent shall be in writing.

11.07 Witnesses

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

11.08 Time Off for Arbitration

The grievor will be released with pay for arbitration proceedings held on the grievor's regularly scheduled day of work.

11.09 Sole Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge and Discipline Procedure

An employee who has completed their probationary period may be dismissed, but only for just cause, upon the authority of the Employer. A Department Head or designate may suspend an employee. When being advised of discipline or discharge, an employee may be accompanied by their Steward or Union Representative. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discipline or discharge.

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Except in extreme cases, discharge for cause should be preceded by a documented record of counseling, warnings and/or suspensions.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 (Grievance Procedure). Steps 1, 2 and 3 of the Grievance Procedure may be omitted in such cases.

12.03 Unjust Suspension or Discharge

When it has been determined that an employee has been unjustly suspended or discharged, they shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.04 Union Representative

An employee shall have the right to request that a Union representative be present at any meeting that is for disciplinary processes, as stated by the Employer to be disciplinary in nature at the commencement of the meeting. An employee has a right to halt a disciplinary meeting in progress to obtain union representation if not obtained at the commencement of the meeting.

12.05 Warning

Whenever the Employer or their authorized agent deems it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, give written particulars of such censure to the employee involved in the presence of a Steward, and provide a copy of the censure to the Chief Steward within five (5) working days.

12.06 Adverse Report

Upon written notification to Employee Services, an employee shall have access to their personnel file and shall have the right to respond in writing

to any document contained therein within ten (10) working days of the date of viewing the record. That response becomes part of the record. Access shall be limited to once in a twelve (12) month period. The employee may request copies of any new adverse reports in their personnel file. The employee will indicate viewing each report in the file by dating and initialing.

12.07 Discharge, Suspension and Discipline

Any letter of reprimand, suspension or any other disciplinary sanction shall be removed after not more than twelve (12) months have elapsed since the disciplinary action was initially taken provided that the employee has maintained a discipline free record related to the original discipline, for the period of twelve (12) months.

ARTICLE 13 – SENIORITY

13.01

(a) Full-time Seniority Defined

Seniority for full-time is calculated on the basis of all hours paid by the Employer. On the basis of this method of calculation, a full-time employee will be credited with one (1) year of seniority once they have worked a total of 1,760 hours. In no case may a full-time employee accumulate more than one year of service in any one calendar year. An employee who has successfully completed their probationary period, as set out in clause 13.03 below, shall have their name placed on the seniority list.

(b) Part-time and Part-Time On Call Seniority Defined

Seniority for part-time employees is calculated on the basis of all hours paid by the Employer. On the basis of this method of calculation, a part-time employee will be credited with one (1) year of seniority once they have worked a total of 1,760 hours. In no case may a part-time employee accumulate more than one year of service in any one calendar year. An employee who has successfully completed their probationary period, as set out in clause 13.04 below, shall have their name placed on the seniority list.

13.02 Seniority List

The Employer shall maintain one (1) primary seniority list with both full-time, part-time and student employees with each employee's seniority calculated pursuant to Article 13.01. Where two (2) or more employees

were confirmed as employees on the same day or where their seniority hours are equal, preference shall be in accordance with the date of application for employment. A seniority list shall be sent to the Union and posted on all bulletin boards on the bi-weekly Friday pay date. The Union will have ten (10) working days from the date of the posting to grieve the accuracy of the list.

For purposes of Articles 16.07(f), 16.07(l) and 20.07(g) only, a secondary seniority list will be maintained for part-time on call. Shifts will be awarded to employees on the primary seniority list first. If shifts remain, employees on the secondary seniority list will be offered shifts based on availability, in order of seniority. For all other Articles, the combined master seniority list prevails.

13.03 Probation for Full Time Employees

Newly hired employees shall be on a probationary basis for a period of up to 487.5 hours worked during which time they may be released at the discretion of the Employer. During the probationary period, the employee shall, with the exception of the grievance procedure pertaining to discharge, be entitled to all rights and benefits of this Agreement unless otherwise provided in this Agreement. After successful completion of the probationary period, seniority shall be effective from the last date of hiring. The probationary period may be extended by mutual agreement of the Employer and the Union.

13.04 Probationary Period for Part-Time and Part-time On-Call Employees

Newly hired part-time employees shall be on probation for a period of up to 487.5 hours worked during which time they may be released at the discretion of the Employer. Part-time and part-time on-call employees must satisfy their probationary period in the classification of hire. During the probationary period, the part-time employee shall, with the exception of the grievance procedure pertaining to discharge, be entitled to all rights and benefits of this Agreement enjoyed by other part-time employees. Upon successful completion of the probationary period, seniority shall be calculated from the first shift worked. The probationary period may be extended by mutual agreement of the Employer and the Union.

13.05 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, disability, accident, or layoff. Further, the employee shall not lose seniority rights while on an unpaid leave of absence approved by the Employer, but seniority will not accrue when on an unpaid

leave of absence exceeding thirty (30) consecutive calendar days. This shall not contravene contract language as to sick leave and layoff articles.

An employee shall lose their seniority and be deemed terminated in the event:

- 1) is discharged for just cause and is not reinstated;
- 2) resigns in writing and does not withdraw within three (3) days;
- 3) fails to return to work within five (5) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice their right to recall in the future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall;
- 4) is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible;
- 5) is laid off for a period longer than twenty-four (24) months.

13.06 Transfer and Seniority Outside Bargaining Unit

An employee who is transferred with their consent to a position outside the bargaining unit shall retain their accumulated seniority for eighteen (18) months from the date of leaving their unit, but will not accumulate any further seniority.

If the employee returns to the bargaining unit within eighteen (18) months, they shall be returned to their own position. Such return shall not result in the lay-off or bumping of an employee holding greater seniority or being placed on probation.

13.07 Change of Status

If an employee has a change of status as outlined in Article 16.01, their seniority in hours shall continue to accumulate, in accordance with Article 13.01.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

- (a) When a vacancy occurs, or a new position is created inside the bargaining unit, including temporary vacancies or new positions that are anticipated to be of twenty-five working days duration or more or once an employee on leave has not returned to their position after 25 working days, the Employer shall post notice of the position on the bulletin board designated for such purpose, for a minimum of one (1) week and send a copy of the notice to the Union. Upon completion of a temporary assignment, the employee shall return to their former job.
- (b) When the initial request for leave is extended six months or longer, the position shall be re-posted for the extended duration.

14.02 Temporary Vacancies

- (a) Such notice shall contain the following information: Nature of position, duration, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate or range.
- (b) Such notice shall contain the following information: For internal use within the Home, the job posting shall identify the employee who regularly holds the rotation number.
- (c) An employee who wishes to apply for a posting must make application in writing. Only authentic signatures will be accepted. An exception to this would occur when an employee would be unavailable for an extended period of time. Should such a situation occur, the employee must leave written documentation with their signature with the Business Office or Supervisor stating that they wish to be considered for a specific posting that is posted during their absence.
- (d) If an employee is awarded a new rotation (temporary or permanent), they must honour the start date of the rotation. Only employees who are on pregnancy/parental leave or sick leave who apply for a permanent position are exempt. An employee who is actively at work may secure a shift exchange or submit a new time off request to meet the start date requirements. However, if the employee on leave is part-time and is the successful applicant for a permanent full-time position, full-time benefits do not commence until such time that the employee actively commences to work in the permanent full-time rotation.
- (e) It is understood that an employee who has been accepted as the successful candidate for a temporary rotation will forego their right to apply

for any subsequent temporary vacancy for a period of three months from the start of their temporary rotation, subject to Article 14.06, unless the master rotation for the subsequent temporary vacancy has more hours than the employee's current temporary rotation.

- (f) Any temporary full-time or temporary part-time vacancies shall not be posted during the peak time vacation periods as defined in Article 20.07 (a). Any vacancies during the aforementioned period shall be filled according to Article 16.07.

14.03 Outside Advertising

Applications from Local 2976 members will be processed prior to the Employer processing applications from outside advertising.

14.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) The principle of promotion within the service of the Employer; and
- (b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 14.02.

For the purposes of this Article, seniority shall be as per Article 13.01.

Any employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in their case.

14.05 Trial Period - Full-Time

The successful applicant shall be notified and placed on trial for a period of up to three (3) months. Conditional upon satisfactory trial period, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.06 Trial Period - Part-Time

The successful applicant shall be notified and placed on trial for a period of up to three hundred sixty (360) hours or three (3) months, whichever comes first. Conditional upon a satisfactory trial period, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

14.07 Notification to Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. The Union shall be notified of all promotions, hirings, lay-offs, demotions, transfers, recalls, resignations, retirements, deaths or other terminations of employment within the bargaining unit.

14.08 Full-Time Positions

No full-time position (37.5 hours) within the bargaining unit shall be assigned to one or more part-time employee(s) because of attrition or layoff.

14.09 To ensure that employees are not being by-passed when applying for positions, the Employer shall provide a letter to the Union listing:

- (a) all employees presently on lay off;
- (b) names of all applicants;
- (c) successful applicant;
- (d) updated seniority list.

14.10 Orientation

The County agrees to keep the Union informed on matters relating to the Employer's orientation program.

Both the Union and the Employer wish to ensure that each employee is familiar with all aspects of their new work environment and job responsibilities.

Therefore, to assist each employee to meet the expectation and requirements of their new position and to ensure that safe and productive working conditions are maintained for all employees and residents, the Employer agrees that:

- (a) New employees will participate in an orientation program which is both general and job-specific (departmental).
- (b) Employees transferring between departments and facilities will participate in an orientation program which is job-specific (departmental).
- (c) Employees changing status within a department (e.g. part-time to full-time) involving a change in job-related responsibilities will receive a job-specific (departmental) orientation which will focus on the employee's new duties.

14.11 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid 7.5 hours in the Spring, and straight time for all hours worked in the Fall.

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Definition of a Lay-Off

Lay-off shall mean the discontinuation and/or reduction in hours of a position(s) due to lack of work or reduction or discontinuation of service or services. This discontinuation of services may be due to the elimination of a program or programs or to inadequate funding or to technological change.

15.02 Advance Notice of Layoff

- (a) In the event of a proposed layoff or the elimination of a position within the bargaining unit, the Employer shall:
 - 1) Provide the Union with no less than twelve (12) weeks written notice of the proposed layoff or elimination of position.
- (b) Unless legislation is more favourable to the employees, the Employer shall concurrently notify employees who are about to be laid off with a minimum

of eight (8) weeks prior to the effective date of layoff. Notice of layoff shall be in accordance with the Employment Standards Act. If the employee has not had the opportunity to work the days as provided in this article, they shall be paid for the days which work was not made available.

15.03 Role of Seniority in Layoffs

- (a) 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.
- (b) In the event of a layoff, employees shall be laid off in reverse order of their bargaining unit seniority. An employee about to be laid off may bump any employee with less seniority, (the right to bump shall also include the right to bump up), providing the employee exercising the right is qualifiable to perform the work of the less senior employee.

15.04 Redeployment Committee

- (a) A Redeployment Committee will be convened no later than two (2) weeks after the notice referred to in 15.02 a) and will meet thereafter as frequently as is necessary.

- i) Committee mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise be bargaining unit work and is currently work contracted-out by the Home which could be performed by bargaining unit employees who are or would otherwise be laid off;
- 2) Identify vacant positions in the Home or positions which are currently filled but which will become vacant within a twelve month period and which are either:
 - a) within the bargaining unit; or
 - b) within another CUPE bargaining unit; or other bargaining units
 - c) not covered by a collective agreement
- 3) Any dispute relating to the foregoing procedure may be filed as a grievance commencing at Step three (3).

(b) **Committee Composition**

The Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. The number of representatives will be two (2) Union and two (2) Employer. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at the employee's regular or premium rate as may be applicable. Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

(c) **Disclosure**

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

(d) **Alternatives**

Where there is no consensus, the committee members may propose alternatives to cutbacks in staffing to the County's Chief Administrative Officer.

15.05 Recall Procedure

(a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability to perform the work. The posting procedure in the collective agreement shall apply before the recall process begins. An employee who refuses recall, shall not lose their recall rights.

(b) An employee recalled to permanent work in a different classification from which they were laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.

(c) New employees shall not be hired until those laid off have been given an opportunity of recall within twenty-four (24) months of the lay-off.

15.06 Grievances on Lay-Off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

15.07 Advance Notice of Layoff, Change of Master Schedule

In the event of a change of master schedule for a department or classification within the bargaining unit that may result in a reduction of hours, the employer shall:

- 1) Provide the Union with no less than eight (8) weeks written notice of the possibility of a reduction of hours.
- 2) Concurrently provide written notice to the employees within the department or classification affected of the possibility that a reduction in hours may be realized with a minimum of eight (8) weeks prior to the effective date of layoff. Notice of layoff shall be in accordance with the Employment Standards Act.
- 3) The bidding process for the rotations within the master schedule will occur based on seniority. Only those employees affected by the departmental or classification change of master schedule may bid on the rotations inclusive of those not actively at work or on layoff from the affected department. Following the completion of the bidding process, any vacant rotations will be posted in accordance with Article 14.01.
- 4) If the employee has not had the opportunity to work the notice days as provided in this article, they shall be paid for the notice days which work was not made available.

ARTICLE 16 - HOURS OF WORK

16.01 Definitions

- (a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work not more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) A "part-time on call" employee shall be deemed to be an employee so designated who works on an unscheduled basis when available and called upon to do so.

16.02

(a) Regular Daily Hours - Full-Time

The regular daily hours of work shall be seven and one-half (7½) hours per day, plus a thirty (30) minute unpaid meal period.

(b) Scheduling - Full-Time

The present scheduling system of maximum consecutive work days shall not be increased during the life of the Collective Agreement.

16.03 Working Schedule - Full-Time

(a) The Employer shall make its best efforts to allow employees every second weekend off.

(b) There shall be no split shifts.

(c) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance.

(d) An exception would occur when an employee is returning from leave due to disability whether work or non-work related. In this instance, all employees affected by the return shall be given two (2) weeks notice of return to their own position.

(e) Once posted, schedules shall not be changed unless by mutual agreement between the Employer, the employee and the Union.

16.04 Paid Rest Periods - Full-Time

An employee shall be permitted a rest period of fifteen (15) consecutive minutes in both the first half and the second half of a shift in an area made available by the Employer.

16.05 Paid Rest Periods - Part-Time

A part-time employee will be entitled to a fifteen (15) minute rest period for every four (4) hours consecutively worked.

16.06 Change of Shift

(a) Upon a change of shift, a minimum period of two (2) shifts shall elapse between the end and the resumption of work by an employee and failing this, the employee shall be remunerated at the overtime rate for the hours

the interval is short of two (2) shifts. The aforementioned applies for the hours the interval is short of two (2) shifts that are scheduled up to 20:00 hours.

- (b) Following a night shift, a minimum period of three (3) shifts shall be scheduled.

16.07 Additional Hours of Work

- (a) Pre-scheduled Master Rotation hours shall be distributed to part-time employees in accordance with the Job Posting procedure. Master schedules shall be prepared in consultation with the Union.
- (b) Part-time and Part-Time On-Call employees shall be scheduled for work in the same manner as full-time employees.
- (c) Part-time employees are required to work a minimum of two (2) weekends per month.
- (d) An eight (8) week live and rolling schedule will be utilized to fill open shifts for part-time, part-time on-call and student employees. The eight (8) week live and rolling schedule is defined as the current two (2) week pay period in addition to the following three (3) pay periods.
- (e) Time off requests for all employees during non-peak periods will be considered during the eight (8) week live and rolling schedule
- (f) Open shifts during the eight (8) week live and rolling schedule are filled utilizing the primary and then secondary seniority lists as defined in Article 13.02, based on availability and in order of seniority. It is the responsibility of part-time, part-time on-call and student employees to maintain their availability in the eight (8) week live and rolling schedule and to meet minimum availability requirement as defined in this Collective Agreement.
- (g) Part-time employees shall provide a minimum of six (6) shifts of availability, including master rotation shifts, that does not conflict with their master schedule per pay period. The minimum availability shall include a minimum two-shift preference each day (all, day/evening, day/night, evening/night). For example, if the master rotation has four (4) shifts per pay period, the employee shall add an additional two (2) shifts of availability per pay period and both of these days of availability shall each state a minimum two (2) shift preference. Any additional availability entered is at the discretion of the employee.
- (h) Part-time on-call employees shall provide a minimum of four (4) shifts per two (2) month period, including at least one (1) weekend. The weekend

must consist of at least one Saturday and at least one Sunday, but do not necessarily have to be on the same weekend. Each day of availability required must include a two (2) shift preference.

- (i) Student employees must enter their availability as per the Letter of Understanding Employment of Students. All availability entered shall include a two-shift preference for each day (i.e. all, day/evening, day/night, evening/night, day/night).
- (j) In the event Part-Time, Part-Time On-Call and Student employees do not meet their availability requirements including weekends, the employer will assign shifts without regard to shift preference.
- (k) For the duration of the live and rolling eight (8) week schedule, subsequent open shifts will continue to be awarded immediately based on availability and in order of seniority.
- (l) For the duration of the live and rolling eight (8) week schedule, remaining open shifts, for which there is no availability, will first be offered through employee self-scheduling (bidding) and subsequently through mass messaging (shift offered in order of seniority) through the scheduling software system. Bidding will open on Tuesdays and close at 4:00 p.m. on Thursdays, on weeks that payroll is not processed.
- (m) For the duration of the live and rolling eight (8) week schedule, time off requests out of peak vacation periods, shall be granted within three (3) business days following the date of submission providing there is remaining availability.
- (n) If the employer is unable to grant the time off request, it will continue to be considered for approval for the duration of the eight (8) week live and rolling schedule.
- (o) Where the commencement of the shift is twenty-four (24) hours or greater, it is understood that an employee scheduled for less than a full shift, shall be awarded a full shift should it become available and the employee has indicated their availability for such.
- (p) Any approved time off request may be cancelled due to operational requirements such as unforeseen leaves of absences. The employer shall not unreasonably exercise this provision.
- (q) During the live and rolling eight (8) week schedule, awarded shifts shall not be changed with less than two (2) weeks notice unless by mutual agreement between the Employer, the affected employee and the Union.

- (r) When an employee is scheduled to work and subsequently not required within less than two (2) weeks notice, the employee shall be offered work for the scheduled hours within their classification for which they will be paid.
 - (s) The Employer will call or email the employee and advise the award of the shift based on availability and in order of seniority, if it commences within seventy-two (72) hours.
 - (t) When open shifts are required to be filled within less than twenty-four (24) hours, the employer must call and offer the shift based on availability and seniority. Should the employee fail to answer the call, there will be no wait time before proceeding to the next employee on the list.
- 16.08** The Employer agrees to pay employees for time spent at in-services required by the Employer at their regular hourly rate. The overtime rate shall apply when provisions of Article 17.01 are met.
- 16.09** The Employer agrees to allow employees to exchange shifts with forty-eight (48) hours notice of such exchange. The process used for such request shall be acknowledge by the affected employees and approved by the supervisor. The County shall not be responsible or liable for overtime claims that might arise or accrue as a result of such exchange of shifts. This provision is applicable to employees working four (4) hour shifts, which will not result in any claim of having been scheduled for a split shift.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

When required by the Employer, any time worked by an employee in addition to seven and one-half (7½) hours in a shift or 75 hours in a pay period shall be considered to be overtime and shall be paid for at the rate of time and one-half (1½) the employee's basic straight time hourly rate of pay.

The exception is when such overtime is worked by the employee as a result of an exchange of shift with another employee or when such hours have been mutually agreed to between the employee, the Union and the Employer.

There shall be no pyramiding of this benefit.

It is understood that overtime hours are additional hours and therefore shall be offered voluntarily to full-time, part-time, part time on-call and

students in order of seniority. All Employees will be given an opportunity to opt out of overtime call ins.

17.02 Weekend Overtime - Full-Time

The Employer agrees to pay time and one-half (1½) for any full-time employee who was required to work on a third or subsequent consecutive weekend, save and except when:

- (a) such weekend has been worked by the employee to satisfy specific days off, requested by such an employee, or
- (b) such employee has requested weekend work, or
- (c) such weekend is worked as a result of an exchange of shift with another employee.

17.03 Call-Back Guarantee

If an employee is called back to work after leaving the premises of the Employer, they shall be paid a minimum of three (3) hours at time and one-half (1½) their regular hourly rate.

17.04 Standby - Maintenance

A Maintenance employee required to be on standby by the Employer shall be paid two dollars (\$2.00) effective January 1, 2016 per hour for all such shifts they are not on duty at the Employer's premises. An employee on standby who is required to return to the Employer's premises shall receive a minimum of three (3) hours pay at the rate of time and one-half (1½) their regular hourly earnings. When an employee is called in to work, the standby allowance per shift shall remain payable. In lieu of two dollars (\$2.00) per hour, the employee shall have the option of having one (1) day off with pay every two weeks on call.

17.05 Time Off in Lieu of Overtime - Full-Time

Operational requirements permitting, in lieu of cash payment for overtime, an employee may choose to receive compensatory time off at the appropriate overtime rate at a time selected by the employee. Time owing shall be used or paid out annually in the pay including December 31st unless otherwise mutually agreed upon.

ARTICLE 18 - SHIFT WORK

18.01 Payment of Shift Premium

The shift premium of one dollar and five cents (\$1.05) per hour will be paid, and shall apply to all shifts in which the majority of hours fall between 2:00 p.m. and 7:00 a.m. The premium is to be paid for all hours worked.

18.02 In addition to the above, a weekend premium of seventy-five cents (75¢) per hour shall apply for all hours worked between 2300 hours Friday and 2300 hours Sunday.

18.03 RPN Responsibility Pay Premium

In addition to the above, an RPN responsibility pay premium of one dollar (\$1.00) per hour shall apply for all hours worked between 2300 and 0700 daily.

ARTICLE 19 - PAID HOLIDAYS

19.01 Paid Holidays - Full-Time

The Employer recognizes the following days as paid holidays, subject to the conditions established in this Article:

New Year's Day	Labour Day
Family Day	National Truth and Reconciliation Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
First Monday in August	Boxing Day

and any other day proclaimed by the Federal, Provincial or Municipal Government. The above holidays shall be enjoyed on the day they are proclaimed by the Federal, Provincial or Municipal Government.

In addition, there shall be one (1) paid float holiday per year. No advance notice shall be required. The float holidays must be taken in the year in which it is earned. The Float holiday is granted once probation has been satisfied and will be pro-rated in the year of hire or when a change of status from part-time to full-time occurs during the calendar year.

19.02 Pay for Holiday on a Regularly Scheduled Day Worked

- (a) An employee who works on a holiday as defined in this article shall be paid at the rate of time and one-half (1½).
- (b) The premium rate of pay shall apply to those shifts in which the majority of hours worked fall on the holiday. This premium shall apply for all hours of the shift.
- (c) There shall be no pyramiding of this benefit.

19.03 Compensation for Holidays - Full-Time

When any full-time employee works on one of the designated holidays defined in this Article or is on a day off, they shall be allowed, operational requirements permitting, the equivalent time off with pay at a time selected by the employee. A minimum of seventy-two (72) hours advanced notice shall be required when requesting statutory holidays. The unused statutory holiday entitlement bank balance shall be paid out annually on the first pay of December.

19.04 Pay for Holidays - Part-Time

- (a) This Article shall apply to part-time employees who have worked at least twelve (12) days in the last four (4) weeks and have worked their last scheduled day after the holiday.
- (b) Employees working part shifts shall be compensated for the holiday by having the total hours worked in the last four (4) weeks before the holiday, averaged by the number of days worked.

Where employees have worked twelve (12) full shifts in the qualifying period, they shall receive compensation for a full shift for the statutory holiday.

- (c) For the purposes of this Article, Bereavement Leave shall be considered time worked.

19.05 The Employer agrees to pay time and one-half for all hours worked on a statutory holiday. If an employee works in excess of their scheduled shift on a statutory holiday, they shall receive double time for all hours worked in excess of the original scheduled shift. The employee remains entitled to another day off in lieu of working the statutory holiday. There shall be no pyramiding of this benefit.

ARTICLE 20 - ANNUAL VACATION

20.01 Length of Vacation

Annual leave will be based on earned credits as follows:

Years of Service	Days Per Year	Weeks Per Year	Part-time %
Up to 2 years	10	2	4%
up to 7 years	15	3	6%
7.1 to up to 14 years	20	4	8%
14.1 to up to 24 years	25	5	10%
24.1 plus years	30	6	12%

Commencing in the twenty-sixth year of employment and for each year of service following the twenty-sixth year, the full-time employee shall annually receive, on the pay date for the pay period containing their anniversary date, pay equivalent to one day of regular salary up to a maximum of five (5) days.

Effective January 1 ,2025

Years of Service	Days Per Year	Weeks Per Year	Part-time %
Up to 7 years	15	3	6%
7.1 to up to 14 years	20	4	8%
14.1 to up to 21 years	25	5	10%
21.1 up to 27 years	30	6	12%
27.1 plus years	35	7	14%

- (a) Vacation entitlement will be credited to the employee on January 1st for the calendar year in which it is earned.
- (b) Employees starting to work full time will be able to take the vacation days earned up to December 31st following their start date.
- (c) Ten (10) days vacation may be carried over each year to a maximum of ten (10) days total. Any hours in excess of ten (10) days shall be paid out in the pay including December 31st.
- (d) In the event an employee leaves the employ of the County after taking unearned vacation time, the employee will have the amount owing deducted from their final pay.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, they shall be allowed an additional day of vacation with pay, operation requirements permitting, at a time selected by the employee.

20.03 Compensation When Requested to Work During Scheduled Vacation

No employee shall be required to work during their scheduled vacation period. However, should an employee agree to work when requested during their scheduled vacation, they shall be paid at time and one half their regular rate of pay. Any unused scheduled vacation shall remain in the employee's vacation bank for future use.

20.04 Vacation Pay – Part-Time

- (a) Vacation pay shall be at the rate of 4%, 6%, 8%, 10% or 12% depending on length of service under Article 20.01, of the gross annual earnings, excluding overtime for those enjoying more than two (2) weeks' vacation.

Effective December 28, 2024, Vacation pay shall be at the rate of 6%, 8%, 10%, 12% or 14% depending on length of service under Article 20.01, of the gross annual earnings, excluding overtime.

- (b) The Employer shall pay all part-time employees their vacation entitlement on or before July 1st, of each year, by way of separate check/payroll deposit.

20.05 Vacation Pay on Termination

An employee whose employment is terminated at a time when they have earned vacation to their credit, shall be paid the unused portion of their annual leave vacation credits.

20.06 Preference in Vacations

Preference for vacation periods shall be given to employees in accordance with the employee's seniority with the Employer.

20.07 Vacation Schedule

- (a) The summer vacation peak period is defined as the full pay periods that fall between June 15th and Labour Day. Requests for vacations between June 15 and Labour Day shall be made by March 1st. The Employer will review the draft summer schedule with the Union prior to April 1st. The draft summer schedule shall be made available to all staff by April 1st. Staff shall have one (1) week to review the draft schedule. Further consultation will occur with the Union prior to the summer schedule being finalized by May 1st.
- (b) The Christmas vacation peak period is defined as the two (2) pay periods that include Christmas and New Year's. Requests from employees for

Christmas vacation must be received by October 1st. The draft schedule will be posted October 31st and finalized by November 15th.

- (c) For job posting purposes, approved vacation does not remain with the employee when they switch rotations. The employee must reapply for vacation under their new rotation. Seniority shall not govern for that vacation year only.
- (d) The Employer reserves the right to cancel any scheduled vacation replacement(s), if necessary in accordance with Article 20.08.
- (e) For all employees a block of vacation will be defined as any seven consecutive day period. Vacation blocks during the summer peak period will be limited to three (3) week blocks and/or five (5) individual days. Vacation blocks during the Christmas peak period will be limited to a one (1) week block and/or two (2) individual days. Blocks and individual days will be considered equal, based on seniority. Partial blocks will be granted where full blocks are not available.
- (f) For all employees, any earned vacation greater than 2 weeks may be requested as individuals' days. Full time employees may request up to fourteen (14) individual days and part-time employees may request up to five (5) individual days.
- (g) In accordance with the *Employment Standards Act*, employees must meet minimum vacation requirements.

The Employer reserves the right to schedule part-time, part-time on-call employees and students as vacation replacements. Shifts will be assigned utilizing the primary and then secondary seniority lists, based on availability in order of seniority. For peak vacation periods, employees must submit their availability in the online scheduling system by March 1st for the summer peak period and October 1st for the Christmas peak period. For the summer peak period, part-time employees must include seven (7) shifts of availability per pay period which all must include a two (2) shift preference and a minimum of two (2) additional weekends in their availability. The additional weekend shifts required during peak periods must consist of at least one Saturday and at least one Sunday, but do not necessarily have to be on the same weekend. For the Christmas peak period, if an employee's part-time master does not already include December 24th, 25th and 26th (Christmas period) or December 30th, 31st and January 1st (New Year's period), their minimum availability requirements must include either the Christmas period or New Year's period. Management reserves the right to schedule Christmas period or New Year's period shifts as needed to grant vacation. No employee shall be denied peak period vacation due to the lack of aforementioned

availability. Additional shifts will be assigned if the minimum availability and/or the additional weekend requirement is not entered by the deadline. The employer will endeavor to assign the additional weekend as submitted, but retains the right to assign an alternate weekend if required to approve vacation.

- (h) Permanent Part-time employees may request a maximum of seven (7) individual days per year to be deemed as “not available” during peak-time schedules. The Employer will endeavor to respect those requests based on operational needs. This provision is based on seniority and shall not override any other request for vacation or statutory holiday as outlined in Article 19 and 20 of the Collective Agreement. This request shall be included with the vacation request sheet.

20.08 Cancellation of Scheduled Vacation Replacement(s)

The Employer reserves the right to cancel any scheduled vacation replacement(s), if necessary, with seventy-two (72) hours notice, so long as the need to cancel the vacation replacement is not a result of the Employer’s error or miscalculation.

20.09 Unbroken Vacation Period

An employee shall be entitled to receive their annual vacation in an unbroken period unless otherwise agreed upon between the Employer and the employee.

20.10 Vacation for Employees who Transition to Regular Full-Time Status

When an employee transitions from part-time employment status to regular full-time employment status, should the new full-time employee not accrue paid vacation credits (effective from the date of the employment status change) consistent with their entitlement based on seniority by the end of the vacation year in which they transition to regular full-time employment status, the following will apply:

- The employee will be allowed to use unpaid vacation time to satisfy the accrued vacation credit shortfall up until the end of the vacation year following their employment status change to regular full-time.
- No carryover of unpaid vacation time beyond the end of the vacation year following their employment status change to regular full-time will be allowed.
- Article 20 (Annual Vacation) will apply when requesting unpaid vacation time off.

ARTICLE 21 - SICK LEAVE

Full-time Only (except for part-time 21.02 and full-time and part-time 21.03)

Short Term/Long Term Disability Plan

- 21.01** Sick leave shall be the period of time an employee is absent from work due to disability caused by either injury or illness, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist. Each full shift or part thereof an employee is absent, shall be referred to as a "sick leave day or part thereof".
- 21.02** A part-time employee shall be considered as being employed by the Employer for a period of twenty-four (24) months of absence while on unpaid sick leave.
- 21.03** The Employer may require certification of illness or disability from the employee's physician, chiropractor or dentist when sick leave exceeds three (3) consecutive sick leave days.
- 21.04** Full-time employees shall be awarded twelve (12) sick leave days on January 1st of each year.
- 21.05** The sick leave days shall be non-accumulative. No pay out will be made for any unused sick leave days.
- 21.06** An employee on sick leave shall be entitled to receive full wages at their normal rate of pay immediately prior to the sick leave for the number of days equal to the number of sick leave days in the employee's new sick leave bank.
- 21.07** An employee on sick leave in excess of five (5) consecutively scheduled work days shall be entitled to receive seventy-five percent (75%) of wages at their normal rate of pay immediately prior to the sick leave up to and including the eighty-fifth (85th) sick leave day.
- 21.08** **Recurrent Disability**
- A successive disability as certified by a physician, chiropractor or dentist is considered to be the same disability if separated by less than three (3) months of active full time work or separated by less than one (1) month of active full time work and due to a wholly different cause.

21.09 L.T.D. (Long Term Disability)

An employee on sick leave in excess of eighty-five (85) working days shall be entitled to receive a gross benefit up to sixty percent (60%) of wages at their normal rate of pay immediately prior to the sick leave from an Insurance Carrier retained by the Employer for this purpose and under the terms and conditions of a policy of insurance in effect for this purpose.

21.10 Terms and conditions of the insurance policy referred to in Article 21.10 shall include but not be restricted to the following:

- (a) The Plan shall provide that the employee will be entitled to the payment of Long Term Disability Benefit (L.T.D.) for disability due to either illness or injury after the employee has been disabled for eighty-five (85) continuous sick leave days (119 calendar days).
- (b) Benefits will be payable during the continuance of the disability up to age sixty-five (65).
- (c) An employee is considered disabled if:
 - i) during this sick leave period and the subsequent twenty-four (24) month period, they are continuously and completely unable to perform their regular occupation; and
 - ii) thereafter if they are completely unable to perform any occupation that they are reasonably suited to perform by reason of education, training or experience.
- (d) Benefits available to the employee from the L.T.D. insurance arranged by the Employer will be provided in compliance with this contract entered into by the Employer and the Insurance Carrier.

21.11 A female employee who becomes eligible for sick leave as a result of pregnancy is entitled to all benefits outlined above. However, benefits are suspended during the period of pregnancy/parental leave as provided under Article 22.04. If, as a result of the pregnancy, an employee becomes totally disabled as outlined in Article 21.11, the days of pregnancy/parental leave shall be considered in reaching entitlement as provided in Article 21.10.

21.12 An employee shall be considered as being employed by the Employer and entitled to employee benefits until eligible for Long Term Disability.

- (a) An employee shall be considered as being employed by the Employer for twenty-four (24) months following approval for Long Term Disability and

will continue during this period to receive the same level of employee benefits as they were entitled to on the last day worked, vision, dental and medical.

(b) An employee on Long Term Disability may request additional special leave and if granted, the terms of (a) above shall apply during special leave.

(c) Employees on unpaid leave which exceeds 30 calendar days, but not including a Long Term Disability leave or WSIB leave, shall not accrue vacation pay, float holidays, sick leave credits or paid holidays.

21.13 New employees will not be eligible for paid sick leave while on probation. On successful completion of three (3) months probation, new employees shall be credited with three (3) sick leave days in their new sick leave bank.

21.14 The Employer shall provide, with the biweekly payroll, a record indicating the employee's accrued sick leave as of December 31st of the previous year. The employee shall have fourteen (14) working days to challenge the accuracy of the record.

21.15 Long Term Disability Insurance

(a) Definition and Benefits

Long Term Disability Insurance provides an employee with regular income to replace salary or wages lost because of a lengthy disability due to accident or sickness.

(b) Commencement and Duration of Benefits

The employee's first benefit is payable after they have been disabled for more than one hundred and nineteen (119) days (called the Elimination Period), and they will continue to receive L.T.D. payments for as long as their disability continues, but not beyond their sixty-fifth (65th) birthday.

(c) Amount of Monthly L.T.D. Benefits

The Plan will provide the employee with a monthly benefit, before co-ordination with other income, of fifty percent (50%) of their regular monthly salary or wages, up to a maximum benefit of five thousand dollars (\$5,000.00) per month. The premiums for this benefit is 100% paid by the employer.

The L.T.D. Insurance payments will be reduced by any amount payable from:

- Workers' Compensation or similar Program
- the Canada or Quebec Pension Plan
- No-Fault Auto Insurance
- other employers (excluding fifty percent (50%) of earnings during the first twenty-four (24) months of rehabilitation employment)
- other disability income and retirement plans available through employment.

It is further provided that total income from all sources including the L.T.D. benefit under this Plan and the rehabilitative employment income, cannot exceed eighty percent (80%) of the net pre-disability income.

Once benefits commence under this Plan, the L.T.D. benefit will not be further reduced by any increases in the employee's Canada or Quebec Pension Plan benefits which result from an increase in the Pension Index.

(d) **Rehabilitation Feature**

As an incentive to encourage the employee to return to gainful employment, prior to full recovery after a total disability, the employee may perform certain work without forfeiting benefits under this program. This Plan allows the employee to receive increased income in connection with work performed in an approved rehabilitative program. The Insurance Company co-ordinates the L.T.D. Insurance with only fifty percent (50%) of the earnings the employee receives during the first twenty-four (24) months of rehabilitation employment, provided the employee's total income during a rehabilitative program does not exceed eighty percent (80%) of the pre-disability income.

(e) **Pre-Existing Conditions**

Benefits for disability from a health condition which exists on the date the coverage commences will be paid only if the employee has not received any treatment, services or supplies because of disability resulting from such pre-existing condition for an uninterrupted period of three (3) months ending on or after the date the employee became covered or the total disability begins after they have been insured under this Plan for twelve (12) months.

(f) **Other Benefit Provisions and Limitations**

- i) To qualify for L.T.D. benefits, the employee need not be confined to their home, but they must be under the continuous care and personal attendance of a physician (M.D.).

- ii) While the employee is receiving benefits, they will not be required to pay premiums on the L.T.D. insurance.
- iii) This Plan provides coverage for disability resulting from an accident or from sickness (except certain mental disorders). While the Plan does cover absence from work due to psychosis (i.e. a serious mental disease or derangement) for which continuous treatment is received from a physician who is certified in psychiatry, it does not cover absence from work due to any other mental illness, such as psychoneurosis, emotional disorders, personality problems, behavioural disorders or anxiety reaction.
- iv) Benefits for disability due to pregnancy will also be paid. However, no Long Term Disability benefits will be paid during the period the employee receives or is entitled to receive U.I.C. benefits or during the period they are on pregnancy/parental leave.
- v) This Plan does not provide benefits for disability resulting from intentionally self-inflicted injury, war or injury sustained while working for another employer or while committing or attempting to commit an assault or crime.

(g) **Successive Disabilities**

Successive absences from work are considered to be in the same period of disability unless separated by:

- i) six (6) months of active full-time work while insured; or
- ii) one (1) full month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

- (h) Reference should be made to the copy of the contract provided to the bargaining unit for further contract specifics.

21.16 Disease Protocol

The Employer agrees that any requirement in relation to a communicable disease surveillance protocol, implemented or required physician report forms or certificates shall be at no cost to the employee.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Absence for Union Representatives

Employees who are representatives of the Local on the various Union committees or are Union Stewards shall not suffer any loss of pay when required to leave their places of employment temporarily in order to meet with the Employer concerning the processing or resolution of grievances. Employees must apply for, and receive permission from the Employer, prior to leaving their places of employment for such purposes.

22.02 Leave of Absence for Union Functions

Operational requirements permitting, at the request of the Union, the Employer shall grant release for an employee elected or appointed to represent CUPE Local 2976 at Union functions, with prior approval from the Local President either electronically or by signature on the request itself.

Such leave may not exceed a total of thirty (30) days per year for any individual employee. Where possible, applications for such leave must be received by the Employer not less than two (2) weeks in advance of the date of commencement of the leave.

The employee shall be treated for all purposes, including but not limited to the payment of salary and benefits and the accumulation of seniority, sick leave and vacation, based on their scheduled rotation.

The Employer shall remit a quarterly bill to the Local for reimbursement of release days on a detailed invoice.

22.03 Bereavement Leave

In the event of a death in their immediate family, an employee is to notify the Employer as soon as possible. Bereavement leave shall be granted and taken within seven (7) calendar days of the death as follows:

Five (5) regularly scheduled days of leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse (inclusive of a partner of the same sex), brother, sister or child. A child and/or parent, in this instance, shall be defined as biological, adopted, step or foster.

Three (3) regularly scheduled days of leave, without loss of pay or benefits, will be granted in the case of death of a niece, nephew, god-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-

in-law, son-in-law, grandparent (defined as the employee's and the employee's spouse's grandparent), grandchild or fiancé.

One (1) regularly scheduled day of leave, without loss of pay or benefits, for aunt and/or uncle (defined as the brother or sister of a parent or the respective spouse of the aunt or uncle as defined).

One (1) regular scheduled day of leave, without loss of pay or benefits, for any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities limited to Pallbearer and Eulogist. A relative, by definition in the instance, shall include a person related by marriage, adoption or common-law inclusive of a partner of the same sex.

Time off without pay may be granted in the case of the death of a friend. Such unpaid leave shall be taken within seven (7) calendar days of the death.

Where the burial occurs in a distant destination, unpaid travel time may be granted at the sole discretion of the Employer. The leave must be taken at the time of the funeral.

Employees shall be entitled to defer up to two (2) days of bereavement leave to attend a spring interment or where exceptional circumstances have delayed services.

An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation. Vacation will normally be extended by the number of days of entitlement.

22.04 Pregnancy/Parental Leave - Full-Time

(a) Pregnancy/Parental Leave Entitlement

An employee shall be entitled to pregnancy/parental leave as herein provided. An employee shall not be denied the right to continue employment during the period of pregnancy unless the duties of the employee's position cannot be reasonably performed by a pregnant woman, or the performance of the employee's work is materially affected by the pregnancy. However, work may only be performed if the employee submits a medical certificate to the Employer stating that the employee is fit to resume work.

(b) **Commencement and Duration of Pregnancy/Parental Leave**

- i) Pregnancy and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. It is understood that an employee can extend this period upon application of Article 22.04(b)(iii).
- ii) The employee will give the Employer at least two (2) weeks notice in writing of the day upon which they intend to commence their leave of absence and may be required to furnish a medical certificate from a legally qualified medical practitioner stating that the employee is pregnant and indicating the estimated day upon which, in their opinion, delivery will occur.
- iii) Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. During the above one (1) year period, seniority shall continue to accumulate.

- (c) All paid employee benefits contained in Article 25 shall be continued during the pregnancy/parental leave and these benefits shall be paid one hundred percent (100%) by the Employer.

When an employee is granted an extension of pregnancy/parental leave under Article 22.04(b)(iii), the employee will become responsible for the full cost of the employee benefit plans as described in Article 25, and such employee may arrange payment for such plans with the Employer.

(d) **Procedure For Return to Work Upon Completion of Pregnancy/Parental Leave**

- i) An employee who proposes to return to work at the expiration of their pregnancy/parental leave shall so advise the Supervisor at least two (2) weeks in advance.
- ii) Such employee shall, upon return to work, be reinstated to their position in their current classification, at not less than their wages (as may be adjusted by reason of their accrual of seniority) with full benefits and seniority as accrued in Article 22.04 (a).

22.05 Paternity Leave

Upon request, an employee may be granted one (1) day off with pay for the birth or adoption of their child and this day is to be taken within one (1) week of said event. This does not apply to the employee taking pregnancy leave.

22.06 Paid Jury or Court Witness Duty Leave - Full-Time

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked at the regular rate of pay.

Jury or Court Witness Duty Leave - Part-Time

A regular part-time employee who is scheduled to work on a day on which they are required to serve as a juror or is subpoenaed as a witness in any court, shall be granted leave of absence without loss of seniority or benefits. The Employer shall pay such regular part-time employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals or other expenses. The regular part-time employee will present proof of service and the amount of pay received. Time spent by a regular part-time employee required to serve as a court witness in any legal procedures in which the Employer is a part to such proceedings, shall be considered as time worked at the regular rate of pay.

22.07 General Leave

The Employer may grant leave of absence without pay to an employee requesting such leave for good and sufficient cause, subject to Article 13.05. Such request shall be in writing. Operational requirements permitting no request for leave of absence shall be unreasonably denied.

An employee who proposes to return to work prior to the expiration of an approved leave, must request to do so in writing to the Director of Lanark Lodge at least four (4) weeks in advance.

22.08 Personal Emergency Leave

The *Employment Standards Act, 2000* dictates minimum job protected leaves, which may change from time to time. This is referred to as statutory entitlements.

Employees enjoy a greater right or benefit with respect to Personal Emergency Leave. Reasons a personal emergency leave may be taken

are as defined by the Ministry of Labour. Employees may not stack statutory entitlements on top of existing contractual entitlements.

- i) Employees are entitled to Bereavement Leave as per Article 22.03;
- ii) Permanent part-time and part-time on-call employees are entitled to a maximum of seven (7) days and/or instances of Unpaid Sick PT, unpaid Medical Appointment PT and/or Emergency – Unpaid Leave;
- iii) Permanent full-time employees may utilize Emergency – Unpaid Leave only if they have not already exceeded their statutory entitlement through paid entitlements (Medical Appointment FT, Sick FT and/or Bereavement Leave).

Any change to the above-noted personal emergency leave provisions must be addressed during collective bargaining and will not be reduced by provincial legislative changes.

ARTICLE 23 - WAGES AND ALLOWANCES

23.01 Pay Days

The Employer agrees that wages will be paid in accordance with Schedule "A" every second Friday by the Direct Deposit Payroll System. Employees shall be required to notify the Employer of the bank of the employee's choice. Employees must notify the Employer of changes to the employee's bank account seven (7) days prior to the deposit of pay into the employee's account. Employees will be paid wages for each period including overtime due to the employee.

The Employer agrees to provide each employee with an itemized statement of their wages, overtime and other supplementary pay and deductions and endeavour that the statements be made available prior to payday. The employees' hourly rate is to be placed on the deposit notification.

It is understood that any pay adjustments will be rectified during the next pay period without prejudice to the employee.

23.02 Rate of Pay on Promotion and Reclassification

- (a) An employee, promoted or reclassified to a higher paying position shall receive the rate of pay in the new classification in accordance to their seniority.

- (b) Where an employee applies for and transfers into a lower paid classification they shall be paid in accordance with their seniority (i.e. Step 1 to Step 1).

23.03 Pay on Temporary Transfer, Higher Rated Job Outside Bargaining Unit

When an employee temporarily relieves in or performs the principle duties of a higher paying position outside the bargaining unit for more than one (1) working day, they shall receive the next higher rate of pay of the job being performed.

23.04 Pay on Temporary Transfer, Higher Rated Job Inside Bargaining Unit

When an employee temporarily relieves in or performs the principle duties of a higher paying position inside the bargaining unit, they shall receive the rate of pay of the job being performed in accordance to their seniority.

23.05 Car Allowance

When the employee is authorized to use their personal car for Employer business, they shall be granted the prevailing mileage allowance established for Lanark County employees.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union.

24.02 Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior discussion with the Union.

24.03 Changes in Classification

The Employer shall prepare a new job description whenever a job is created relating to work which is normally performed by members of the bargaining unit or whenever the duties of a job in the bargaining unit change significantly. When the duties of any job are so changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created and established in the

bargaining unit, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 25 - INSURED EMPLOYEE BENEFITS

25.01 Employer Contributions to Medical Insurance

The Employer shall pay one hundred percent (100%) of the premium cost for Extended Health Care Plan or equivalent with a mandatory generic drug plan with medical exception and Vision Care up to three hundred fifty dollars (\$350.00) every twenty-four (24) months. Eye exams capped at fifty dollars (\$50.00) every two (2) calendar years.

The provisions of this section apply solely to full-time employees.

Chiropractic care, massage therapy and physiotherapy up to a maximum of one thousand two hundred dollars (\$1200) per calendar year with no deductible. No referral required.

25.02 Employer Contributions to Group Life Insurance Program

The Employer shall pay one hundred percent (100%) of the cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all employees in the bargaining unit providing a schedule of benefits of two (2) times an employee's annual salary. This insurance program applies solely to full-time employees.

25.03 Pension Plan

In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employee's Retirement System, in accordance with Employer policy. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

The Ontario Municipal Employees Retirement Plan is optional to part time employees who meet the criteria of the Ontario Municipal Employees Retirement Plan.

25.04 Dental Plan - Full-Time

The Employer shall pay one hundred percent (100%) of the costs for a plan equivalent to Blue Cross Comprehensive Dental Plan (Dental #9 and

Rider 2 & 4) to be maintained at current ODA fee schedule less one (1) year. Recall dental examinations every nine (9) months.

25.05 Shoe Allowance

Regular Full-time and regular Part-time employees shall be reimbursed on the pay date in which June 1st falls of each year for one (1) pair of safety boots or duty shoes up to a maximum of one hundred dollars (\$100.00) provided they have been actively at work for six (6) months since the prior year's reimbursement.

25.06 In Lieu of Benefits

Part-time employees shall receive a premium of thirteen (13%) percent of the regular hourly rate for each hour worked, in lieu of all benefits not specifically extended.

25.07 Master Plan Texts

- (a) The Employer shall provide the Union with a copy of all employee benefits and Insured Benefits master plan texts and amendments and trust documents.
- (b) The Employer shall provide the Union with a copy of the master plan texts for the liability insurance of the Home.

25.08 Retiree Benefits

Full-time employees at least 55 years of age with at least 25 years of continuous service who retire after December 22, 2009 shall be entitled to receive or be covered for the extended health care and dental benefits set out in Article 25 until age 65, on a co-payment basis, with the Employer responsible for 75% of the costs of providing the described benefit and with the retired employee responsible for the other 25%.

25.09 RPN Retention Bonus

All Registered Practical Nurses shall receive a one hundred and fifty dollars (\$150) annual taxable retention bonus if employed on December 1st. The bonus will be paid on the pay ending within which December 1st falls.

ARTICLE 26 - GENERAL

26.01 Restriction on Contracting-Out

The Employer may contract out work, provided that no employee suffers a reduction in normal hours of work or layoff as a direct result of the contracting out.

26.02 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals and to store and change their clothes.

26.03 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices as may be of interest to the employees once the posting has been approved by the Director of Lanark Lodge or their designate.

26.04 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. The Employer agrees to share the cost equally with the Union for the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

26.05 Volunteers

The Employer will inform and discuss with the Union the use of volunteers. All volunteers shall have some form of identification.

26.06 Drug Errors

The Employer agrees to stress education rather than discipline when investigating drug errors; however, must abide by the standards and protocols established by the College of Nurses. The Employer agrees, also, to investigate all drug errors to determine whether or not the error resulted from internal systematic problems.

26.07 Whenever the term "working" days is used in this Agreement, it shall be considered to be Monday through Friday, inclusive.

26.08 Schedule "A" Beginning Salaries – Registered Practical Nurse

An employee hired by the Home with recent and related long term care experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Home. Any such claim shall be accompanied by verification of previous related experience. The Home shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Home such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) annual service increment on the salary schedule for each two (2) years or 3900 hours up to the maximum on the salary grid upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement. No adjustment made prior to December 31, 2004.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect for a period three (3) years, i.e. from January 1, 2024, to December 31st, 2026 and shall continue from year to year thereafter, unless either party gives to the other party notice in writing that it desires the Collective Agreement to be terminated or amended.

Such notice and preliminary proposal shall be given in writing by the party giving notice not earlier than ninety (90) days and not less than thirty (30) days before the expiry date of this Agreement, or any subsequent expiry date that this Agreement remains in force. Within fifteen (15) days of receipt of such notice by either party, the other party is required to enter into negotiations for renewal or revision of the Agreement.

27.02 Changes in Agreement

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

SIGNED IN COUNTY OF LANARK, PROVINCE OF ONTARIO.

SIGNED THIS _____ DAY OF _____ 2024.

FOR THE EMPLOYER

Richard Kidd
Richard Kidd (Aug 21, 2024 10:56 EDT)
Richard Kidd

Karen Jennings
Karen Jennings (Aug 21, 2024 09:51 EDT)
Karen Jennings

Annette Scott
Annette Scott (Aug 26, 2024 09:58 EDT)
Annette Scott

Carissa Sheridan
Carissa Sheridan (Aug 26, 2024 14:53 EDT)
Carissa Sheridan

Shawna Stone
Shawna Stone

Jennie Bingley
Jennie Bingley (Aug 20, 2024 17:20 EDT)
Jennie Bingley

Tara Duffy
Tara Duffy (Aug 20, 2024 17:29 EDT)
Tara Duffy

:mh/cope491

FOR THE UNION

April Erion
April Erion (Aug 20, 2024 16:52 EDT)
April Erion

Donna Corbett
Donna Corbett (Aug 21, 2024 09:14 EDT)
Donna Corbett

Michelle Fielding
Michelle Fielding (Aug 22, 2024 15:23 EDT)
Michelle Fielding

Sandra Tysick
Sandra Tysick (Aug 20, 2024 20:34 EDT)
Sandra Tysick

Serge Bouchard
Serge Bouchard

SCHEDULE "A"

CUPE - Schedule "A"		January 1, 2024 3.5%				
		January 1, 2025 3.5%				
		January 1, 2026 3.5%				
Position		Year	Start	1 year	2 year	3 year
Food Services Aide Support Services Aide	(Current Rate)	2023-01-01	\$23.21	\$23.81	\$24.39	
		2024-01-01	\$24.02	\$24.64	\$25.24	
		2025-01-01	\$24.86	\$25.50	\$26.12	
		2026-01-01	\$25.73	\$26.39	\$27.03	
Certified Food Service Aide	(Current Rate)	2023-01-01	\$24.15	\$24.75	\$25.33	
		2024-01-01	\$25.00	\$25.62	\$26.22	
		2025-01-01	\$25.88	\$26.52	\$27.14	
		2026-01-01	\$26.79	\$27.45	\$28.09	
Cook's Helper Seamstress	(Current Rate)	2023-01-01	\$24.11	\$24.72	\$25.43	
		2024-01-01	\$24.95	\$25.59	\$26.32	
		2025-01-01	\$25.82	\$26.49	\$27.24	
		2026-01-01	\$26.72	\$27.42	\$28.19	
Maintenance	(Current Rate)	2023-01-01	\$25.77	\$26.56	\$27.37	
		2024-01-01	\$26.67	\$27.49	\$28.33	
		2025-01-01	\$27.60	\$28.45	\$29.32	
		2026-01-01	\$28.57	\$29.45	\$30.35	
Cook 1	(Current Rate)	2023-01-01	\$26.37	\$27.13	\$27.92	
		2024-01-01	\$27.29	\$28.08	\$28.90	
		2025-01-01	\$28.25	\$29.06	\$29.91	
		2026-01-01	\$29.24	\$30.08	\$30.96	
Personal Support Worker	(Current Rate)	2023-01-01	\$25.26	\$25.98	\$26.70	
		2024-01-01	\$26.14	\$26.89	\$27.63	
		2025-01-01	\$27.05	\$27.83	\$28.60	
		2026-01-01	\$28.00	\$28.80	\$29.60	
Recreation Level 1	(Current Rate)	2023-01-01	\$26.24	\$27.17	\$28.00	
		2024-01-01	\$27.16	\$28.12	\$28.98	
		2025-01-01	\$28.11	\$29.10	\$29.99	
		2026-01-01	\$29.09	\$30.12	\$31.04	
Life Enrichment Team Leader	(Current Rate)	2023-01-01	\$28.35	\$29.25	\$30.16	
		2024-01-01	\$29.34	\$30.27	\$31.22	
		2025-01-01	\$30.37	\$31.33	\$32.31	
		2026-01-01	\$31.43	\$32.43	\$33.44	
Registered Practical Nurse	(Current Rate)	2023-01-01	\$30.34	\$30.94	\$31.38	\$31.82
		2024-01-01	\$31.40	\$32.02	\$32.48	\$32.93
		2025-01-01	\$32.50	\$33.14	\$33.62	\$34.08
		2026-01-01	\$33.64	\$34.30	\$34.80	\$35.27

**LETTER OF UNDERSTANDING
EMPLOYMENT OF STUDENTS**

between

**The Corporation of the County of Lanark
Concerning its operation at
Lanark Lodge, Perth, Ontario**

and

**Canadian Union of Public Employees
and its Local 2976**

1. This Letter of Understanding shall expire at the end of the term of the Collective Agreement beginning January 1, 2024.
2. Students may be employed to work as CUPE employees.
3. Students earn seniority and pay union dues. As CUPE employees, they form part of the Part-time seniority list for call-in purposes on available shifts.
4. Students are subject to a probationary period up to 487.5 hours. The Employer may extend the probationary period up to 975 hours at their sole discretion. Students may not grieve a probationary termination.
5. Students must:
 - i. Provide availability of 30 hours weekly, including two (2) weekends per month, from May 1st to August 31st, unless their school program is in session during this time period. A weekend is defined as Friday, Saturday and Sunday. Availability for this time period must be provided by March 1st.
 - ii. Be available to work either December 24th, 25th, 26th or December 30th, 31st, and January 1st, on a rotating basis annually;
6. Students may be prescheduled for vacant shifts or vacation coverage during May 1st to August 31st, based on the Part-Time seniority list.
7. Students will be required to indicate their availability of working Christmas or New Year's no later than October 1st.
8. Students may not accept regular or temporary rotations.
9. During the period actively in school, students are encouraged to provide their availability.

10. Students will remain employed continuously until one of the following occurs:
 - i. Employer initiated termination;
 - ii. Student resignation;
 - iii. Students who fail to abide by this Letter of Understanding will be terminated.

11. A student who graduates from a Registered Nurse (RN) program and is offered employment with Lanark Lodge as an RN (ONA employee), shall receive a change of status from student PSW to RN and will maintain their length of service with Lanark Lodge as an employee. All CUPE seniority is lost.

12. A student who graduates from a Registered Practical Nurse (RPN) program and is offered employment with Lanark Lodge as a RPN (CUPE employee), shall receive a change of status from student PSW to RPN and will maintain their seniority and length of service with Lanark Lodge as an employee within the CUPE bargaining unit.

SIGNED THIS _____ DAY OF _____ 2024.

FOR THE EMPLOYER

FOR THE UNION

Richard Kidd
Richard Kidd (Aug 21, 2024 10:56 EDT)
 Richard Kidd

A. Erion
April Erion (Aug 20, 2024 16:52 EDT)
 April Erion

Karen Jennings
Karen Jennings (Aug 21, 2024 09:51 EDT)
 Karen Jennings

Donna Corbett
Donna Corbett (Aug 21, 2024 09:14 EDT)
 Donna Corbett

Annette Scott
Annette Scott (Aug 26, 2024 09:58 EDT)
 Annette Scott

Michelle Fielding
Michelle Fielding (Aug 22, 2024 15:23 EDT)
 Michelle Fielding

Carissa Sheridan
Carissa Sheridan (Aug 26, 2024 14:53 EDT)
 Carissa Sheridan

Sandra Tysick
 Sandra Tysick

Shawna Stone
 Shawna Stone

Serge Bouchard
 Serge Bouchard

Jennie Bingley
Jennie Bingley (Aug 20, 2024 17:20 EDT)
 Jennie Bingley

Tara Duffy
Tara Duffy (Aug 20, 2024 17:29 EDT)
 Tara Duffy

LETTER OF UNDERSTANDING
PERMANENT FULL-TIME POSTING INTO TEMPORARY PART-TIME POSITIONS

between

**The Corporation of the County of Lanark
Concerning its operation at
Lanark Lodge, Perth, Ontario**

and

**Canadian Union of Public Employees
and its Local 2976**

Without precedent and prejudice, the Employer proposes the follow trial period to evaluate permanent full-time employees posting into temporary part-time rotations/positions.

Where a permanent full-time staff member makes application for a temporary part-time rotation/position, the permanent full-time employee may be awarded (if they possess the required skills and qualifications), the temporary part-time rotation/position for a maximum three (3) month duration. If the temporary part-time rotation/position is for a duration longer than three (3) months, the full-time employee must revert back to their permanent full-time position. The Employer must repost the balance of the temporary part-time position and the full-time employee who immediately vacated it is not eligible to re-apply for that posting.

In addition, permanent full-time staff would be eligible to make application for a posted temporary part-time rotation, a maximum of once every two years and lifetime total of five times.

If a permanent full-time employee is the successful applicant for a temporary part-time rotation this employee will have their extended health care benefits suspended and be treated as a part-time staff member under the provisions of the Collective Agreement. The employee and Union will have to sign an acknowledgement regarding the suspension of their benefits and that any negative repercussions regarding this choice (i.e. a future long term disability claim is denied due to a pre-existing condition that originates during the temporary part-time rotation without benefits) is the sole responsibility of the employee. The Employer is not responsible for the loss of any future benefit normally enjoyed by a permanent full-time employee with group benefits.

This trial period shall expire at the end of the term of the Collective Agreement beginning January 1, 2019. At that time, an evaluation of the impact of this trial period will be undertaken by the Employer.

SIGNED THIS _____ DAY OF _____ 2024.

FOR THE EMPLOYER

Richard Kidd
Richard Kidd (Aug 21, 2024 10:56 EDT)

Richard Kidd

Karen Jennings
Karen Jennings (Aug 21, 2024 09:51 EDT)

Karen Jennings

Annette Scott
Annette Scott (Aug 26, 2024 09:58 EDT)

Annette Scott

Carissa Sheridan
Carissa Sheridan (Aug 26, 2024 14:53 EDT)

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Tara Duffy
Tara Duffy (Aug 20, 2024 17:29 EDT)

Tara Duffy

:mh/cope491

FOR THE UNION

April Erion
April Erion (Aug 20, 2024 16:52 EDT)

April Erion

Donna Corbett
Donna Corbett (Aug 21, 2024 09:14 EDT)

Donna Corbett

Michelle Fielding
Michelle Fielding (Aug 22, 2024 15:23 EDT)

Michelle Fielding

Sandra Tysick
Sandra Tysick (Aug 20, 2024 20:34 EDT)

Sandra Tysick

Serge Bouchard

Serge Bouchard

LETTER OF UNDERSTANDING

SHARING OF SHIFTS FOR PART-TIME OR PART-TIME ON-CALL EMPLOYEES

between

The Corporation of the County of Lanark
Concerning its operation at
Lanark Lodge, Perth, Ontario

and

Canadian Union of Public Employees
and its Local 2976

The parties agree to the sharing of unfilled non-overtime shifts as follows:

1. Employees who are qualified will be offered open shifts that would otherwise go unfilled in the classifications other than of their home position.
2. The purpose of this arrangement is to allow part-time and part-time on-call to have access to more shifts to increase staff retention and to minimize unfilled shifts. These open shifts would otherwise go unfilled due to lack of available part-time or part-time on-call employees.
3. Part-time or part-time on-call must submit in writing to the Business Office, which classifications they are willing to shift share. Training will be provided as required. Only trained employees will be considered eligible to participate in shift sharing.
4. If open shifts remain unfilled through the normal scheduling procedures, they may be assigned to eligible part-time and part-time on-call employees based on availability and in order of seniority. If open shifts remain unfilled, they may be offered to eligible permanent full-time employees in order of seniority.
5. Employees will be compensated at the rate of the shift/classification they are filling when working in another classification which is paid at a higher rate. Proof of certification will be provided in advance to Human Resources, as required. Otherwise, the employee's normal rate of pay will apply.
6. The employee's home position remains unchanged for all other purposes. All other provisions of the collective agreement will be followed.
7. If an open shift triggers overtime, the provisions of the collective agreement shall prevail.

This agreement will remain in force for the term of the collective agreement.

SIGNED THIS _____ DAY OF _____ 2024.

FOR THE EMPLOYER

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Richard Kidd

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