

COLLECTIVE AGREEMENT

BETWEEN:

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

AT

**DUFFERIN OAKS
("the Home")**

AND

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

**Effective: January 1, 2013
Expiry: December 31, 2016**

TABLE OF CONTENTS

ARTICLE 1 – PURPOSE	6
ARTICLE 2 – MANAGEMENT RIGHTS	6
ARTICLE 3 – RECOGNITION AND NEGOTIATION	6
3.02 Work of the Bargaining Unit	7
3.03 National Representative of C.U.P.E.	7
ARTICLE 4 – NO DISCRIMINATION	7
ARTICLE 5 – NO STRIKES OR LOCKOUTS	7
ARTICLE 6 – UNION SECURITY	8
6.01 Acquainting Potential Employees	8
6.02 Union Meeting with New Employees	8
6.03 Check-off Payments	8
6.04 Deductions	8
6.05 Dues Receipts	8
6.06 Employer Indemnification	8
6.07 Contracting Out	9
6.08 All Employees to Be Members	9
6.09 Major Technological/Work Method Changes	9
ARTICLE 7 – CORRESPONDENCE	9
ARTICLE 8 – UNION REPRESENTATION	10
8.01 Representatives	10
8.03 Union Bargaining Committee	10
ARTICLE 9 – EMPLOYEE-MANAGEMENT COMMITTEE	11
ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE	11
Step No. 1	12
Step No. 2	12
Step No. 3	12
ARTICLE 11 – EMPLOYEE FILES	14
ARTICLE 12 – SENIORITY	15

12.02	Probationary Employees	15
12.03	Calculation of Seniority	16
12.04	Loss of Seniority	16
12.07	Transfer and Seniority Outside Bargaining Unit	17
ARTICLE 13 – PROMOTIONS AND STAFF CHANGES		17
13.01	Job Postings	17
13.06	Trial Period	19
13.08	Adjustment of rate when changing classifications	19
ARTICLE 14 – LAYOFF AND RECALL		20
14.04	Recall Procedure	20
ARTICLE 15 – HOURS OF WORK		20
15.06	Breaks	22
15.07	Overtime	22
15.08	Non-Scheduled Hours	23
15.09	Reporting Pay	23
15.10	Call-back Pay	23
15.11	Shift Work	23
15.12	Shift Schedules	24
15.13	Shift Premium	25
ARTICLE 16 – PAID HOLIDAYS		25
16.08	Scheduling of Holidays for Office and Activation Employees	27
ARTICLE 17 – VACATIONS		27
ARTICLE 18 – SICK LEAVE		29
18.01	Short Term Disability Plan (STD)	29
18.02	Short Term Disability Payment	30
18.03	S.T.D. Days (Medical Certificate)	30
18.05	Bonus Day Payout	31
18.06	Part Time Employees	31
ARTICLE 19 – LEAVE OF ABSENCE		32

19.01	Leave of absence for full-time Union or public duties	32
19.02	Union Leave	32
19.03	Bereavement Leave	32
19.04	Jury and Witness Duty.....	33
19.05	Personal Leave	33
19.06	Pregnancy and Parental Leave.....	34
19.07	Education Leave	35
19.08	Statutory Leave	35
19.09	Orientation and In-Services	36
ARTICLE 20 – WAGES		36
20.02	Pay Equity	36
20.03	Retroactivity	36
ARTICLE 21 – BENEFITS.....		36
a)	Group Life Insurance	36
b)	Accidental Death and Dismemberment ("AD&D")	36
c)	Extended Health Care Plan ("EHC")	36
d)	Employer Health Tax	37
e)	Dental Plan.....	37
f)	Long Term Disability ("LTD").....	37
21.02	Part-Time Employees	38
21.04	Pension Plans	39
a)	Ontario Municipal Employees Retirement System (OMERS)	39
b)	Canada Pension Plan	39
21.05	Workplace Insurance	39
ARTICLE 22 – OCCUPATIONAL HEALTH & SAFETY.....		40
22.04	Modified Work Program.....	40
ARTICLE 23 – GENERAL.....		40
23.02	Bulletin Boards.....	40
23.04	New Classifications	41

23.06	Uniform Allowance	41
23.07	Payroll Policies.....	41
23.08	Professional Colleges	41
ARTICLE 24 – DURATION.....		42
SCHEDULE “A”		43
Classification and Wage Rates.....		43
LETTERS OF UNDERSTANDING.....		51

N.B. In the event of any errors or omissions, please refer to signed contract.

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 – RECOGNITION AND NEGOTIATION

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation of the County of Dufferin in Dufferin County at Dufferin Oaks, Home for the Aged, save and except supervisors, persons above the rank of supervisor, Secretary to the Administrator/Office Manager, and employees for whom any trade union held bargaining rights as of March 6, 1987.

3.02 Work of the Bargaining Unit

Employees not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement, except for the purpose of instruction, experimentation, in emergencies when regular employees are not readily available, or in cases mutually agreed upon in writing by the parties.

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

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

ARTICLE 4 – NO DISCRIMINATION

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

4.02

a) *The Employer and the Union agree that, in accordance with the provisions of the Human Rights Code of Ontario, every person has a right to equal treatment with respect to employment without discrimination, and a right to freedom from harassment in the workplace in all matters including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, disability, age, marital status, family status, record of offences, gender identity and gender expression. It is further agreed that the provisions of the Human Rights Code of Ontario, as amended, shall be adhered to. See Policy # GN 3-037 (Violence Prevention Policy) & HR-210 (Workplace Bullying Policy) and other related policies.*

b) Harassment shall be defined in accordance with the ***Human Rights Code***, to mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise. See Policy # GN 3-037 (Violence Prevention Policy) & HR-210 (Workplace Bullying Policy) and other related policies.

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

ARTICLE 5 – NO STRIKES OR LOCKOUTS

5.01 The Union agrees that it will not cause, direct or consent to any strike or other collective

action on the part of the employees. The Employer agrees that there will be no lock-outs. The term "strike" and "lock-out" shall bear the meaning given them in the *Ontario Labour Relations Act*.

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

ARTICLE 6 – UNION SECURITY

6.01 Acquainting Potential Employees

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

6.02 Union Meeting with New Employees

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

6.03 Check-off Payments

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

6.04 Deductions

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

6.05 Dues Receipts

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

6.06 Employer Indemnification

The Union agrees to indemnify and save the Employer harmless from any and all

claims, and from any other form of liability arising from the deductions set out in Article 6.03 above.

6.07 Contracting Out

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

6.08 All Employees to Be Members

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

6.09 Major Technological/Work Method Changes

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

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

ARTICLE 7 – CORRESPONDENCE

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

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

7.03 The Employer shall post in each department and supply to the Union, a seniority list for full time employees and part time employees, by department & classification. A master bargaining unit seniority list shall be generated and shared with the union. Layout of the seniority lists shall include the names of employees, their classifications and seniority ranking. These lists shall be updated every six (6) months, meaning as of December 31st by January 31st and as of June 30th by July 31st of each year.

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

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

- 7.05 The Employer shall notify the union president, in writing, of all new hires and terminations within the bargaining unit.

ARTICLE 8 – UNION REPRESENTATION

8.01 Representatives

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

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

- 8.02 The Union acknowledges that its representatives must continue to perform their regular duties and that so far as it is practicable, all Union activities will be conducted outside of regular working hours; further, no employee will engage in any union activity during regular working hours except as provided in this agreement, and that
- a) such employee will not leave his regular duties without obtaining permission from his supervisor;
 - b) when resuming his regular duties after engaging in duties on behalf of the Union, he will report to his supervisor upon his return;
 - c) Any union representative who is granted time by this clause to take up union business in a department other than his own will also report to the supervisor of that department at the time.

8.03 Union Bargaining Committee

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

- 8.04 Members of the Union Bargaining Committee shall not lose pay for hours necessarily lost from scheduled work while attending collective agreement negotiation meetings with the Employer, up to and including conciliation.
- 8.05 Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings with the Employer or in accordance with their rights and responsibilities as designated Union representatives.

ARTICLE 9 – EMPLOYEE-MANAGEMENT COMMITTEE

- 9.01 The parties agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations; accordingly, the parties agree that there shall be an Employee-Management Committee, which Committee's purpose includes:
- a) promoting and providing effective and meaningful communication of information and ideas;
 - b) making joint recommendations on matters of concern, including the quality and quantity of care;
 - c) discussing and reviewing matters relating to orientation and in-service/training programmes and;
 - d) discussing matters relating to employee-management relations.
- 9.02 The Committee shall be composed of not more than four (4) representatives from the Union and an equal number from the Employer. If the parties mutually agree, a spokesperson may be invited to speak on a specific issue.
- 9.03 The Committee shall meet at least quarterly, at a time to be mutually agreed upon. The agenda for each meeting will be established by a letter from each party, containing subject matters for discussion, to be delivered to the meeting Chairman at least seven (7) working days in advance of the meeting.
- 9.04 The duties of Chairman and Secretary shall alternate between the parties. The Secretary shall prepare minutes of the meeting, which shall be signed as soon as practicable by both parties to indicate mutual acceptance of said minutes as an accurate record of the Committee's meetings.
- 9.05 While the Committee shall consider and attempt to resolve problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.
- 9.06 Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings.

ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 10.02 At the time formal discipline is imposed, up to and including discharge, or at any stage

of the grievance procedure, an employee shall have the right upon request to the presence of her steward. The Employer shall notify the employee of this right in advance. Subject to union steward availability, the parties agree that during the investigation process, an employee may elect to meet and caucus for up to 15 minutes with their union steward before or during a meeting with the Employer where formal discipline is contemplated.

- 10.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within ten (10) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within ten (10) calendar days, the complaint shall then be taken up as a grievance within ten (10) calendar days following advice of his immediate supervisor's decision in the following manner or sequence:

Step No. 1

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

Step No. 2

Within ten (10) calendar days following the decision under Step No. 1, the employee *or the union steward* may submit the written grievance to the Administrator who will deliver a decision in writing within ten (10) calendar days from the date on which the written grievance was presented to him/her. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Step No. 1 may be omitted where the employee's immediate supervisor and the Administrator is the same person. Failing settlement then:

Step No. 3

Within fourteen (14) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Administrator of the Home and the Grievance Committee who shall meet within fourteen (14) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. The purpose of the meeting shall be to facilitate a resolution of the grievance or otherwise clearly identify the issues in dispute. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Administrator of the Home may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered within the fourteen (14) calendar days following the date of such meeting.

- 10.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 10.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing. Said grievance shall identify each employee in the group and shall be presented to the Administrator or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees in the group. The grievance shall then be treated as having been initiated at Step No. 3, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 10.06 A claim by an employee that he/she has been discharged without just cause or suspended shall be treated as a grievance at Step No. 3 if the grievance is submitted in writing within seven (7) calendar days following the date on which the discharge or suspension is effected. In the case of an employee terminated prior to the completion of the probationary period the conditions set out in Article 12.03 shall apply. Any such grievance may be settled under the Grievance and Arbitration Procedure by:
- a) confirming the Employer's action in dismissing the employee, or
 - b) reinstating the employee with or without full compensation for time lost; or
 - c) by any other arrangement which may be deemed just and equitable.

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

- 10.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.
- 10.08 All agreements reached under the grievance procedure between the representatives of the parties will be final and binding upon the parties and upon the employees.

- 10.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing provision, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.
- 10.10 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.
- 10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto. The decision of the majority or, where there is no majority, the decision of the chairman, shall be final and binding upon the parties hereto and the employee or employees concerned.
- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 10.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory. Failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the *Labour Relations Act*.
- 10.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree, in writing, to substitute a single arbitrator and/or mediator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

The parties agree that should a settlement not be achieved through the mediation process that the grievance(s) may proceed to arbitration and all articles pertaining to the arbitration process shall apply.

ARTICLE 11 – EMPLOYEE FILES

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

ARTICLE 12 – SENIORITY

12.01

- a) Seniority is defined as the length of service in the bargaining unit, subject to the provisions in this Article, and shall include service with the Employer prior to the certification or recognition of the Union, measured from the date of last hire.
- b) All seniority, illness, vacation and like credits obtained under this agreement shall be retained and transferred with the member if she changes her status from full-time to part-time and vice-versa.
- c) In regards to Article 12 on Seniority, it is agreed between the parties that for the purposes of calculating tours for seniority, the system outlined in paragraph 12.04 will commence on the date of ratification between the parties. Past seniority will be calculated on the system in place prior to certification, and subsequent negotiated changes.

12.02 Probationary Employees

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

12.03 Calculation of Seniority

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

12.04 Loss of Seniority

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

- a) quits or retires;
- b) is discharged and not reinstated through the Grievance/Arbitration procedure;
- c) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason
- d) fails to return to work upon the expiration of a leave of absence or utilizes the leave for a purpose other than that for which the leave was granted;
- e) has been laid off for twenty-four (24) months;
- f) fails:
 - i) within seven (7) calendar days from the mailing of Notice of Recall sent by registered mail to her last known address to signify her intention to return from layoff, and further
 - ii) to return to work within seven (7) calendar days thereafter;
- g) is absent due to illness or disability for a period of one hundred and seventeen (117) weeks from the time the illness or disability commenced, subject to the provisions of Article 4.02 (a).

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

- a) during a leave of absence granted by the Employer in writing, in excess of fourteen (14) consecutive calendar days; and
- b) during a layoff not exceeding twenty-four (24) months.

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

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

12.07 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. An employee may hold a position outside the bargaining unit for a maximum of twenty-four (24) months. The Employer may return said employee to her position in the bargaining unit during her trial period, which shall not be any longer than the probationary period described in paragraph 12.02 above. The employee may also request the Employer to make such a return during said trial period. If the employee is returned to the bargaining unit, she shall return to her previous position. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

12.08 Casual Employees

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

ARTICLE 13 – PROMOTIONS AND STAFF CHANGES

Refer to Letter of Understanding for the term of this agreement January 1st, 2013 to December 31, 2016.

13.01 Job Postings

- a) Within seven (7) calendar days of the Employer determining that there exists a primary vacancy in a bargaining unit position, or if the Employer establishes a new position within the bargaining unit, the Employer shall post the position as a vacancy for a posting period of seven (7) calendar days.
- b) Applications for posted primary vacancies shall be made in writing within said posting period.
- c) Prior to posting a vacancy, the department head shall consider and process any written requests for change in specific tours, in accordance with article 15.11 (c).
- d) Secondary vacancies, which result from the filling of a primary vacant position, shall

not be posted, but shall be filled by giving first priority to qualified employees with permanent transfer requests on file, in accordance with the criteria set out in Article 13.03 below and the procedure set out in Article 13.04 below.

- e) A request for transfer, completed on forms supplied by the Employer, shall be considered to be an application for the purposes of this Article. Employees must submit proof of successful completion of required courses, with their request for transfer, in order to be considered for certain identified positions within the home, i.e. RPN, PSW, Activationist, etc.
- f) It is the responsibility of the employee to renew requests for transfer on file by January 15th of each year.
- g) This Article does not apply for positions that are filled in accordance with provisions of Article 14.04.
- h) Vacancies which are not expected to exceed three (3) months may be filled by the Employer at its discretion. The Employer will give first priority to qualified employees with requests for transfer on file, in accordance with the criteria set out in Article 13.03 and the procedure set out in Article 13.04 and 13.05 (a) below.

13.02 All postings shall contain the following information:

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

Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner. All job postings shall state, "this position is open to male and female applicants".

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

- a) skill, ability, experience and qualifications;
- b) departmental seniority
- c) bargaining unit seniority.

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

13.04

- a) The Employer shall give first consideration to bargaining unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants from the bargaining unit pursuant to the provisions of this Article.

- b) When job postings occur, only qualified applicants will be eligible. Should there be no qualified applicants, employees presently taking courses in order to become qualified for a position will be considered at the Employer's discretion where a minimum of 75% of the courses have been completed and the employee agrees to continue the courses until completion. Failure to successfully complete the courses in an appropriate period of time will result in the employee reverting back to their original position. Such course shall not interfere with the employee's work schedule unless by mutual agreement.

13.05

- a) Within seven (7) calendar days of the date of appointment to a posted vacancy, the successful applicant shall be notified, and a posting announcement setting out the anticipated starting date, shall be posted on the department and CUPE bulletin boards for a period of seven (7) calendar days. An announcement shall likewise be posted in the event of an assignment to a vacancy of three (3) months or less.
- b) Unsuccessful applicants who wish to inquire about the selection process may address their inquiry to the department supervisor.

13.06 Trial Period

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

- 13.07 Employees who are promoted to a temporary vacancy shall not be eligible for another temporary vacancy position, subject to the sole and absolute discretion of the Employer, for nine (9) months, or until a temporary vacancy has expired, whichever comes first.

13.08 Adjustment of rate when changing classifications

- a) When applying for a position in a higher rated classification, the successful candidate will go to the next higher rate of pay which is at least a step differential, on the grid.
- b) Depending on experience with the County in the new classification, the employee may move to a higher step on the grid. For the purposes of this provision, classification shall mean a position in Schedule "A" of the Collective Agreement.
- c) When laid off, if an employee bumps to a lower rated classification, he will go to the same step on the grid of the lower rated classification.

- 13.09 When laid off, if an employee bumps laterally, he will maintain his existing rate of pay.

ARTICLE 14 – LAYOFF AND RECALL

- 14.01 The Employer will endeavour to notify the Union and employees who are to be laid off as far in advance as possible of the date of lay off. The minimum periods of notice or pay in lieu of notice are as set out in the *Ontario Employment Standards Act*.

Layoffs under the provisions of this Collective Agreement shall include reductions of master schedule hours excluding temporary funded positions, seasonal, leaves of absence and/or vacation coverage hours.

- 14.02 In the case of a work shortage or a layoff, the following procedure shall apply, provided that the employees retained possess the required qualifications to perform the remaining work available:
- a) temporary, probationary and then casual employees shall be laid off first;
 - b) part-time employees shall be laid off next in the reverse order of their bargaining unit-wide seniority; and
 - c) if further employees are to be laid off, full-time employees shall be laid off in reverse order of their bargaining unit wide seniority, or by inverse seniority, if the parties agree.
- 14.03 An employee about to be laid off may exercise his seniority, provided that the employees retained possess the required qualifications to perform the remaining work available, by bumping a junior employee in a classification at an equivalent or lower wage level.
- 14.04 Recall Procedure
- Employees shall be recalled in the order of their seniority, provided they have the required qualifications to perform the work, subject to a brief period of familiarization with the work.
- 14.05 New employees shall not be hired until those laid off have been given an opportunity of recall.
- 14.06 Grievances concerning layoffs and recalls shall be initiated at Step No. 3 of the Grievance Procedure.

ARTICLE 15 – HOURS OF WORK

- 15.01 Employees shall be categorized as either full-time or part-time for the purposes of this Agreement, and especially this Article and Article 12.03.
- 15.02 The employer and the union agree that employees with the same job description within the same category (full time or part-time) and available to work will be assigned shifts

on a fair and equitable basis, excluding casual call-in staff. Nothing in this provision shall affect established shift rotations.

15.03

- a) Full-time employees are those who regularly work thirty-seven and one half (37 1/2) hours per week comprised of seven and one-half (7 1/2) hours per day and five (5) days per week, except as set out in Article 15.03 (b) below.
- b) Full-time office and clerical employees are those who regularly work thirty-five (35) hours per week comprised of seven (7) hours per day and five (5) days per week, being Monday to Friday.
- c) If an employee is up to seven (7) minutes late for her scheduled shift, no time shall be deducted from her shift; however, if the employee is eight (8) to fifteen (15) minutes late, then fifteen (15) minutes shall be deducted from her shift. The same pattern shall apply to successive fifteen (15) minute intervals. Nothing herein restricts the employer from taking progressive disciplinary action for lateness.

15.04

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

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

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

15.05

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

15.06 Breaks

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

If an employee is recalled to duty during any of the breaks set out above, she shall receive the time off missed later in the shift.

- b) Staff Room: The Employer will provide space for a staff room for the exclusive use of all staff of the Home as a Staff Room.

15.07 Overtime

- a) Overtime at the rate of time and one half (1 1/2) shall be paid:
 - i) for all authorized hours worked in excess of seven and one-half (7 ½) in any tour of duty (seven (7) hours for office & clerical employees);
 - ii) for all authorized hours worked by a full-time employee on a scheduled day off,
 - iii) for all authorized hours worked by a part-time employee in excess of forty (40) hours per week (Sunday to Saturday); and
 - iv) for all authorized hours worked in contravention of Article 15.10, 15.11, and 15.12 (d) below.
- b) There shall be no pyramiding of overtime or other benefits.

- c) An employee may request, in writing, time off in lieu of overtime pay, of an equivalent value, which request and the scheduling of which shall not be unreasonably denied. The Employer shall exercise its discretion on a first come, first served basis.

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

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

15.08 Non-Scheduled Hours

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

15.09 Reporting Pay

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

15.10 Call-back Pay

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

15.11 Shift Work

- a) In sections required to provide seven (7) day service, the Employer will schedule shifts so that employees receive at least one (1) weekend off in three (3); the Employer will endeavour to schedule shifts so that employees receive at least one (1) weekend off in two (2).
- b) Each employee will receive either Christmas Day or New Year's Day off, alternating

each year. If within a department, the opportunity exists for employees to have both days off, this option will be offered to employees (who have been employed by the home for a minimum of two (2) years) on a rotating basis. The schedule for the current year will be developed based on the days worked the previous year.

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

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

15.12 Shift Schedules

- a) Schedules and days off determined by the Home shall be posted by the fifteenth (15th) of the month for the following month. These tours and/or days off may be changed by the Employer at any time with consent of the employee(s) provided, however, if consent is not granted, the Employer may change the schedule on forty-eight (48) hours' notice. When a tour schedule is changed without forty-eight (48) hours' notice, the employee(s) shall be paid at the premium rate of time and one-half (1 1/2) for their next scheduled shift.
- b) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. Such requests must be submitted three (3) days in advance of the requested change unless there are exceptional circumstances giving rise to such request period. It is understood that such a tour of duty or exchange initiated by the employee and approved by the Supervisor shall not result in overtime compensation or payment.
- c) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off, provided a total of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.
- d) For full-time employees, at least sixteen (16) hours' time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours' time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked. For part-time employees, at least eleven (11) hours' time off shall be scheduled between a change of tours of duty, and at least twenty-three (23) hours' time off following night duty when two (2) or more consecutive night tours are worked.

A shorter period of time between change of tours may be scheduled; however, should the above provision not be adhered to, such employee will be paid time and one-half (1 1/2) for the first tour worked.

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

15.13 Shift Premium

- a) Night shift: a bonus of one dollar and five cents (\$1.05) per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 12:01 a.m. and 6 a.m.
- b) Afternoon shift: a bonus of ninety cents (\$.90) per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 7:00 p.m. and 11:59 p.m.
- c) Weekend shift: a bonus of forty cents (\$.40) per hour, for all hours worked on a shift shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between Friday 22:30 hours and 22:30 hours Sunday.
- d) Shift premiums shall not be considered as part of an employee's basic hourly rate and shall therefore not be pyramided with overtime hours.

RPN Responsibility Pay:

Effective January 1, 2011, should an RPN be assigned to be the facility charge nurse (in the absence of an RN) on any shift, such RPN will receive responsibility pay of \$1.00 per hour.

ARTICLE 16 – PAID HOLIDAYS

16.01 All full-time employees shall receive the following holidays without loss of pay:

New Year's Day	Civic Holiday
Family Day (including part-time emp.)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Float Day	

If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Float Day specified above. The intent is that there will be no more than the number of paid

holidays per calendar year set out in this Agreement for the duration of this Agreement.

Floating Holiday: Employees employed as of January 1 shall make written request for a floating holiday to be used in that calendar year, the scheduling of which shall not be unreasonably denied by the Employer in consideration of the operating needs of the Home.

16.02

- a) In order for a full-time employee to qualify for a paid holiday and receive payment, such employee must:
 - i) work the regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short Term Disability Plan. If a statutory holiday occurs when an employee is on authorized leave without pay, she shall receive statutory holiday pay provided that she is not on leave without pay the working day before or after the statutory holiday; and
 - ii) report for and perform her work on the holiday if she agreed to work that day unless excused by the Employer.
- b) A full-time employee who qualifies for a holiday and does not work shall be paid for one (1) day at her normal rate of pay.
- c) A full-time employee who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1 1/2) her applicable hourly rate of pay for all hours worked on such holiday. In addition, she will receive a lieu day off with pay.

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

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

16.05

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

- c) Lieu days may be accumulated up to five (5) days.
- 16.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its staff.
- 16.07
- a) A Part-time employee shall receive Public Holidays in accordance with the *Ontario Employment Standards Act*. ***Effective January 1, 2014 all part time employees will be eligible for Civic Holiday pay. Eligibility and pay as per Employment Standards Act formula.***
- b) If a part-time employee is required to work on a Public Holiday, she shall be paid at one and one-half (1 1/2) times her regular rate for all hours worked plus any holiday pay to which she may be entitled under (a) above.

16.08 Scheduling of Holidays for Office and Activation Employees

Notwithstanding Articles 16.02 c) or 16.07 b), the Home and an employee may mutually agree to schedule an alternative day, in accordance with the *Employment Standards Act*.

ARTICLE 17 – VACATIONS

17.01

Months of Service	Equivalent years	Rate per month	Equivalent Days
0-24	0 - end 2	5/6	10
25-84	Start 3 - end 7	1 ¼	15
85-156	start 8 - end 13	1 2/3	20
157-288	start 14 - end 24	2 1/12	25
289- on	start 25 - on	2 ½	30

- 17.02 Vacation must be taken in the twelve (12) month period beginning in January and ending in December, in the year in which the vacation is earned, at a mutually agreeable time arranged between the Employee and Department Head. A maximum ten (10) days plus any unused incidental illness days can be carried over to the following year. A carry-over in excess of this requires the approval of the Administrator.
- 17.03 Employees may draw up to **five (5)** days' vacation in advance, should any employee terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from her termination pay.
- 17.04 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.

17.05

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

17.06 Advance vacation wages can be paid prior to going on vacation provided that the request is submitted in writing to their Supervisor at least one (1) full pay period prior to going on vacation.

17.07 All part-time employees shall be granted vacation pay on the following basis: Years of Service (see 12.0.3)

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

17.08 Vacation pay for part time employees shall be calculated and paid each pay period. Employees shall have the option to direct their vacation pay into a self-directed Canada Savings Bond, or other bank account.

17.09 Vacation credits do not accumulate while on Long Term Disability, WSIB or leaves of absence without pay for more than fourteen (14) consecutive calendar days. However, no employee will experience a loss of Service for such absences and an employee, upon return from an absence as a result of any of the aforementioned reasons, will be granted vacation credits based on the Years of Service they had immediately prior to the absence.

- 17.10 Where an employee's scheduled vacation is interrupted due to a serious illness or injury that results in an approved short term disability claim, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated at a later date at the employee's option.

ARTICLE 18 – SICK LEAVE

18.01 Short Term Disability Plan (STD)

Every full time employee will be entitled to up to six (6) working days of sick leave credit for each calendar year only for incidental illness or as a bridge to STD benefits. This credit is to be applied to periods of disability of three (3) consecutive working days or less. New full time employees will have 6 days prorated.

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

a) If an employee becomes totally disabled as a result of illness, accident, or hospitalization, benefits (STD) will commence on the fourth (4th) consecutive working day of disability and end after seventeen (17) weeks.

b) In order to qualify for the benefits, the employee must be receiving regular and ongoing care from a qualified medical practitioner and provide a medical certificate stating the following:

(i) The likely date of return to work; and

(ii) Whether the employee will return to work with restrictions that will require accommodation.

c) Periods of disability due to the same or related cause separated by twenty (20) consecutive working days or less will be considered a single period of disability.

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

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

<i>Length of Service (Seniority) as of January 1st of each year</i>	<i>100% Salary</i>	<i>70% of Salary</i>
<i>Employees with less than 3 months</i>	<i>0 weeks</i>	<i>17 weeks</i>
<i>3 months but less than 1 year</i>	<i>1 week</i>	<i>16 weeks</i>
<i>1 year but less than 2 years</i>	<i>2 weeks</i>	<i>15 weeks</i>
<i>2 years but less than 3 years</i>	<i>3 weeks</i>	<i>14 weeks</i>

<i>3 years but less than 4 years</i>	<i>4 weeks</i>	<i>13weeks</i>
<i>4 years but less than 5 years</i>	<i>5 weeks</i>	<i>12 weeks</i>
<i>5 years but less than 6 years</i>	<i>7 weeks</i>	<i>10 weeks</i>
<i>6 years but less than 7 years</i>	<i>9 weeks</i>	<i>8 weeks</i>
<i>7 years but less than 8 years</i>	<i>11 weeks</i>	<i>6 weeks</i>
<i>8 years but less than 9 years</i>	<i>13 weeks</i>	<i>4 weeks</i>
<i>Over 9 Years</i>	<i>17 weeks</i>	<i>0 weeks</i>

18.02 Short Term Disability Payment

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

If a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during the time of illness, according to the formula established under the Short Term Disability Plan. The staff member does not lose a sick day; however, they do lose a statutory day for the holiday. No statutory holidays are accumulated when on Short Term Disability.

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

Should a full-time employee anticipate still being disabled at the expiration of seventeen (17) continuous weeks of Short Term Disability Benefits, then an application for Long Term Disability Benefits should be initiated six (6) to eight (8) weeks prior to the LTD eligibility date. Payment under the Short Term Disability Plan may be obtained depending on circumstances, by one of the two methods outlined in Article 18.03, below.

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

- a) Each full time employee who is absent for a period of more than three (3) consecutive working days shall complete ***and submit*** the forms required by the home ***to our third party disability provider*** to determine eligibility for short term disability and manage the employees return to work. If at any time there is insufficient medical information to support disability or an employee is non-compliant with the treatment program, benefits may be suspended.

- b) Employees will be responsible for providing all medically required documentation directly to the third party disability management provider.
- c) In the event an employee drops to *seventy percent (70%) earnings, they may*, upon written request, use accumulated vacation or lieu time (overtime/paid holidays) to supplement *the seventy percent (70%)* earnings to one hundred percent (100%).
- d) Employees have the right to appeal any denial of benefits made by the provider for either short-term or long-term disability.

An Employee on Long Term Disability or Short Term Disability for 15 consecutive working days or more must provide their supervisor a minimum of 96 hours (4 days) notice of their return to work date.

18.04 It is the responsibility of the employee to assume any costs incurred in obtaining medical certificates required by this Article.

18.05 Bonus Day Payout

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

18.06 Part Time Employees

Part Time employees, excluding casual employees, are entitled to 15 paid hours per calendar year, sick time.

Bonus Hours Payout

Should a part time employee be absent less than 15 hours in a calendar year, then the employee will be credited with the difference between fifteen hours and the number of hours actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be taken as time off, to be mutually agreeable between the employer and employee, within the following calendar year.

If employed for less than twelve (12) months in the year, payout of "Bonus Hours" will be prorated.

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

ARTICLE 19 – LEAVE OF ABSENCE

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

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

19.02 Union Leave

Upon receipt of written request and on reasonable notice not to be less than fifteen (15) days prior to the scheduled leave, the Employer shall grant leave of absence without pay to employees elected or appointed to represent the Union at Union conventions, seminars and programs, provided such leave of absence does not interfere with the efficient operation of the Home. Such leave shall not exceed the total accumulation for all employees in the bargaining unit of forty (40) working days in any calendar year and not more than four (4) employees shall be permitted to be absent at any one time from the Home.

19.03 Bereavement Leave

- a) In the event of the death of a family member, an employee shall be granted leave without loss of pay for the regularly scheduled hours as follows:
 - i) Up to five (5) consecutive days for leave arising from the death of the employee's spouse, parent or child.
 - ii) Up to three (3) consecutive days for leave arising from the death of the employee's mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, grandchild or grandparent.
 - iii) Up to one (1) day for leave arising from the death of the employee's brother-in-law or sister-in-law.
- b) For the purpose of this Article the definition of spouse shall include a common law and/or same sex partner.

- c) In the event of a common law relationship, which has existed for a period of at least one (1) year, and is publicly represented by the employee as the employee's family in the community in which she resides, the previously noted common law relative shall be considered for bereavement leave.
- d) In the event of a step relationship, the previously noted step relative shall be considered for bereavement leave.
- e) Pay shall be at the employee's regular rate and shall only be for the time she was scheduled for work. ***Requests for bereavement leave must be made within two weeks of the death.*** Additional leave of absence without pay may be granted by the Employer.
- f) Employees may elect to set aside one (1) day of their bereavement entitlement in order to attend a service and/or burial at a later date.

19.04 Jury and Witness Duty

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

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

19.05 Personal Leave

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

In accordance with the above, the Employer will endeavour to grant requests for leave of absence without pay for up to five working days per year, or to a maximum of twenty (20) working days in a four (4) year period.

19.06 Pregnancy and Parental Leave

- a) Pregnancy/Parental leave will be administered in accordance with the provisions of the *Ontario Employment Standards Act*, as amended from time to time.
- b) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- c) If possible the employee shall give written notification at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.
- d) In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- e) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (c) above by written notification received at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she shall be given a comparable job.
- f) Pregnancy leave shall be for seventeen (17) weeks.
- g) Pregnancy leave may be commenced at any time within the seventeen (17) weeks before the expected date of delivery.
- h) An employee who is on pregnancy leave as provided under the Agreement, who has completed five (5) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections 22 and 23 of the *Employment Insurance Act, 1997*, as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parenting benefits for a maximum period of fifteen (15) weeks.

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

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments

received under the plan.

- i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave.
- j) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes in the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- k) For the purposes of parental leave, the provisions under (a) and (d) shall also apply.
- l) The Employer shall continue to pay its share of the premiums to the various employee benefit plans for employees who are on pregnancy and/or parental leave, provided the employee arranges to pay the employee's share of the premiums, if any.
- m) Seniority shall be retained and accumulated while an employee is on pregnancy/parental leave.
- n) Vacation pay and vacation entitlement shall be calculated & paid in accordance with the *Employment Standards Act*.

19.07 Education Leave

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

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

19.08 Statutory Leave

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

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

There shall be no pyramiding of leave benefits.

19.09 Orientation and In-Services

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

ARTICLE 20 – WAGES

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

20.02 Pay Equity

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

20.03 Retroactivity

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

ARTICLE 21 – BENEFITS

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

a) Group Life Insurance

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

b) Accidental Death and Dismemberment ("AD&D")

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

c) Extended Health Care Plan ("EHC")

Coverage shall include prescription drugs; with an \$8.00 cap on dispensing fees. Effective January 1, 2008, extended health deductible will be fifteen dollars (\$15) single/thirty dollars (\$30) family, annually, and provisions for mandatory generic substitution unless overridden by a Doctor's order.

Other medical expenses, hearing aid, vision care; the vision care plan is three hundred and fifty dollars (\$350.00), every twenty four (24) months for vision wear and eye

exam and/or may be used toward laser surgery; chiropractic, podiatry, osteopathy and orthopaedic shoes. **Effective January 1, 2014 vision care will increase to \$400 every 24 months.**

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

d) Employer Health Tax

e) Dental Plan

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

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

Plus space maintainers, and dentures, crowns and bridges (50-50 co-pay with a \$3,000 annual maximum), Effective January 1, 2009, to provide orthodontic 50-50 co-pay with a \$1500 life-time coverage per eligible dependent).

f) Long Term Disability ("LTD")

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

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

21.02 Part-Time Employees

- a) Employer Health Tax.
- b) *Subject to eligibility provisions herein, part-time employees may opt into the Extended Health Care Plan and/or the Dental Plan. A part-time employee may choose both of the above Plans, or either one, provided that the Group maintains the minimum participation levels required by the Plans. The Employer agrees to pay on behalf of each part-time employee who opts in fifty percent (50%) of the premiums for said Plan(s), with the other fifty percent (50%) to be deducted from each pay period of the employee.*
- c) *Eligibility: Eligibility shall be based on a minimum of thirty (30) hours worked per pay period. New employees will become eligible after the completion of their probationary period or thereafter in accordance with the minimum requirement of thirty (30) hours per pay period. A participating part-time employee will no longer be eligible for coverage and will lose benefit status if she/he works less than thirty (30) hours per pay period in four (4) of the preceding seven (7) pay periods. To re-qualify for benefit status after being declared ineligible, employees must complete thirty (30) hours per pay period in four (4) of seven (7) pay periods. Eligibility cases that are border-line will be reviewed by the parties. The Employer agrees that employees on approved leave of absence(s), short-term disability, or maternity/paternity leave will not lose eligibility status as outlined above. Eligibility status for long-term disability and WSIB leaves of absence will be maintained as outlined in the collective agreement.*
- d) The Employer agrees to pay, on behalf of each eligible part-time employee, one hundred percent (100%) of the billed premiums of the AD&D benefit, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period. Coverage shall be the value of the yearly salary of the employee, rounded up to the nearest one thousand dollars (\$1,000.00), subject to a maximum of twenty thousand dollars (\$20,000.00) per annum.

21.03

- a) The Employer shall make available to all part-time employees a voluntary Life Insurance Plan. The employee shall have the option of having either a flat three thousand dollars (\$3,000.00) insurance or one (1) times (x) her annual salary. Premiums to be paid one hundred percent (100%) by the employee through payroll deductions.
- b) When on authorized leave without pay, a part-time employee is responsible to pay all premiums.
- c) When a full-time employee is on Long Term Disability longer than three (3) months, or

a part-time employee becomes totally disabled prior to age 65 and the disability continues uninterrupted for six (6) months, life insurance will remain in force during the continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the employee returns to regular duties.

21.04 Pension Plans

a) Ontario Municipal Employees Retirement System (OMERS)

All full-time employees must, if not previously members of the plan, join the plan commencing with the first day of employment. Transfer of existing membership shall become effective immediately. The Employer shall contribute an equal amount to the employee's contribution.

Part-time employees may elect to participate in the OMERS plan in accordance with the OMERS Act and prevailing OMERS policies. The Employer will notify part-time employees of their eligibility to enroll in the OMERS plan.

b) Canada Pension Plan

All employees shall contribute to the Canada Pension Plan from the date of employment. Deductions shall be made in accordance with the regulations under the Act. The Employer shall contribute an equal amount to the employee's contribution.

21.05 Workplace Insurance

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

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

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

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

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

ARTICLE 22 – OCCUPATIONAL HEALTH & SAFETY

- 22.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- 22.02 The Home agrees to meet its responsibilities under the Occupational Health and Safety Act and to meet with the union to establish mutually agreeable terms of reference for the Joint Health & Safety Committee.
- 22.03 The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.
- 22.04 Modified Work Program

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

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

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

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

ARTICLE 23 – GENERAL

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

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

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

23.04 New Classifications

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

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

23.06 Uniform Allowance

All members of the bargaining unit will receive a clothing allowance of one hundred and ten dollars (\$110.00) per calendar year. ***Effective January 1, 2014 one hundred and twenty dollars (\$120.00).*** Such allowance shall be recorded on their pay stub and paid by March 31st of each year, as a miscellaneous payment (non-taxable), unless an employee is on his/her probationary period, in which case payment shall be withheld until successful completion of the probationary period.

23.07 Payroll Policies

Unless otherwise agreed, employees' pay will be deposited every second Wednesday by the Employer directly to the chartered bank of the employees' choice as advised to the Employer in writing. A statement of the employees' earnings and deductions will be provided to each employee in a sealed envelope every second Wednesday at the place of employment ***or, if the employee chooses, an electronic copy of their pay statement can be sent directly to an email account of their choice.*** Employees leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day.

23.08 Professional Colleges

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

ARTICLE 24 – DURATION

- 24.01 This Agreement shall remain in full force and effect from **January 1, 2013** to **December 31, 2016**, and shall be automatically renewed from year to year thereafter, unless either party notifies the other party, in writing, within ninety (90) days prior to the termination of this Agreement, of its desire to negotiate a revision, addition, or deletion to this Agreement.
- 24.02 In the event notice is given, as set out in Article 24.01, this Agreement shall be automatically extended until the consummation of a new Agreement through negotiations or pursuant to the appropriate procedures set out in the *Ontario Labour Relations Act* and the *Ontario Hospital Labour Disputes Arbitration Act*.

DATED at Shelburne this 27th day of March 2013.

**FOR THE CORPORATION OF
THE COUNTY OF DUFFERIN**

Laura Ryan, Warden

Pam Hillock, Clerk

Mark Bialkowski

Valerie Quarrie

Jennifer Di Martino

Jennifer Power

Brenda Trzacak

**FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL, 3192**

Jill Smyth, National Rep., CUPE

Heather Rideout, Union President

Tammy Sale-Rosa

Kara Purdie

Carrie Wolfe

SCHEDULE “A”

Classification and Wage Rates

I(a.i) [37.5 hours per week]: RPN

ANNUAL	START	AFTER PROBATION	1 YEAR	2 YEAR	3 YEAR
Expired Rate	53,820.00	54,600.00	55,399.50	57,096.00	58,792.50
January 1, 2013	54,366.00	55,146.00	55,945.50	57,661.50	59,377.50
January 1, 2014	55,185.00	55,965.00	56,784.00	58,519.50	60,274.50
January 1, 2015	56,004.00	56,803.50	57,642.00	59,397.00	61,171.50
January 1, 2016	56,842.50	57,661.50	58,500.00	60,294.00	62,088.00
BI-WEEKLY					
Expired Rate	2,070.00	2,100.00	2,130.75	2,196.00	2,261.25
January 1, 2013	2,091.00	2,121.00	2,151.75	2,217.75	2,283.75
January 1, 2014	2,122.50	2,152.50	2,184.00	2,250.75	2,318.25
January 1, 2015	2,154.00	2,184.75	2,217.00	2,284.50	2,352.75
January 1, 2016	2,186.25	2,217.75	2,250.00	2,319.00	2,388.00
HOURLY					
Expired Rate	27.60	28.00	28.41	29.28	30.15
January 1, 2013	27.88	28.28	28.69	29.57	30.45
January 1, 2014	28.30	28.70	29.12	30.01	30.91
January 1, 2015	28.72	29.13	29.56	30.46	31.37
January 1, 2016	29.15	29.57	30.00	30.92	31.84

I(a.ii) [35 hours per week]: Accounting Clerk, Administrative Clerk

ANNUAL	START	AFTER PROBATION	1 YEAR	2 YEAR	3 YEAR
Expired Rate	41,769.00	42,497.00	43,261.40	44,826.60	46,410.00
January 1, 2013	42,187.60	42,915.60	43,698.20	45,281.60	46,883.20
January 1, 2014	42,824.60	43,552.60	44,353.40	45,955.00	47,593.00
January 1, 2015	43,461.60	44,207.80	45,026.80	46,646.60	48,302.80
January 1, 2016	44,116.80	44,863.00	45,700.20	47,338.20	49,030.80
BI-WEEKLY					
Expired Rate	1,606.50	1,634.50	1,663.90	1,724.10	1,785.00
January 1, 2013	1,622.60	1,650.60	1,680.70	1,741.60	1,803.20
January 1, 2014	1,647.10	1,675.10	1,705.90	1,767.50	1,830.50
January 1, 2015	1,671.60	1,700.30	1,731.80	1,794.10	1,857.80
January 1, 2016	1,696.80	1,725.50	1,757.70	1,820.70	1,885.80

HOURLY					
Expired Rate	22.95	23.35	23.77	24.63	25.50
January 1, 2013	23.18	23.58	24.01	24.88	25.76
January 1, 2014	23.53	23.93	24.37	25.25	26.15
January 1, 2015	23.88	24.29	24.74	25.63	26.54
January 1, 2016	24.24	24.65	25.11	26.01	26.94

I(a.iii) [35 hours per week]: Payroll/Benefits Clerk, Medical Secretary

ANNUAL	START	AFTER PROBATION	1 YEAR	2 YEAR	3 YEAR
Expired Rate	40,458.60	41,204.80	41,951.00	43,516.20	45,117.80
January, 1 2013	40,859.00	41,623.40	42,369.60	43,953.00	45,572.80
January, 1 2014	41,477.80	42,242.20	43,006.60	44,608.20	46,264.40
January, 1 2015	42,096.60	42,879.20	43,643.60	45,281.60	46,956.00
January, 1 2016	42,733.60	43,516.20	44,298.80	45,955.00	47,665.80
BI-WEEKLY					
Expired Rate	1,556.10	1,584.80	1,613.50	1,673.70	1,735.30
January, 1 2013	1,571.50	1,600.90	1,629.60	1,690.50	1,752.80
January, 1 2014	1,595.30	1,624.70	1,654.10	1,715.70	1,779.40
January, 1 2015	1,619.10	1,649.20	1,678.60	1,741.60	1,806.00
January, 1 2016	1,643.60	1,673.70	1,703.80	1,767.50	1,833.30
HOURLY					
Expired Rate	22.23	22.64	23.05	23.91	24.79
January 1, 2013	22.45	22.87	23.28	24.15	25.04
January 1, 2014	22.79	23.21	23.63	24.51	25.42
January 1, 2015	23.13	23.56	23.98	24.88	25.80
January 1, 2016	23.48	23.91	24.34	25.25	26.19

I(b.i) [37.5 hours per week]: Activationist, Restorative Care Coordinator, Cook

ANNUAL	START	AFTER PROBATION	1 YEAR	2 YEAR	3 YEAR
Expired Rate	44,752.50	45,532.50	46,351.50	48,028.50	49,725.00
January 1, 2013	45,201.00	45,981.00	46,819.50	48,516.00	50,232.00
January1, 2014	45,883.50	46,663.50	47,521.50	49,237.50	50,992.50
January 1, 2015	46,566.00	47,365.50	48,243.00	49,978.50	51,753.00
January 1, 2016	47,268.00	48,067.50	48,964.50	50,719.50	52,533.00

BI-WEEKLY					
Expired Rate	1,721.25	1,751.25	1,782.75	1,847.25	1,912.50
January, 1 2013	1,738.50	1,768.50	1,800.75	1,866.00	1,932.00
January 1, 2014	1,764.75	1,794.75	1,827.75	1,893.75	1,961.25
January 1, 2015	1,791.00	1,821.75	1,855.50	1,922.25	1,990.50
January 1, 2016	1,818.00	1,848.75	1,883.25	1,950.75	2,020.50
HOURLY					
Expired Rate	22.95	23.35	23.77	24.63	25.50
January 1, 2013	23.18	23.58	24.01	24.88	25.76
January 1, 2014	23.53	23.93	24.37	25.25	26.15
January 1, 2015	23.88	24.29	24.74	25.63	26.54
January 1, 2016	24.24	24.65	25.11	26.01	26.94

Cook 2 – Relief Cook without Cook’s Papers (effective July 29, 2008)

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	21.80	22.18	22.58	23.39	24.22
January 1, 2013	22.02	22.40	22.81	23.62	24.46
January 1, 2014	22.35	22.74	23.15	23.97	24.83
January 1, 2015	22.69	23.08	23.50	24.33	25.20
January 1, 2016	23.03	23.43	23.85	24.69	25.58

I(b.ii) [37.5 hours per week]: Adult Day Program Worker, Maintenance Trades

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	43,348.50	44,148.00	44,947.50	46,624.50	48,340.50
January 1, 2013	43,777.50	44,596.50	45,396.00	47,092.50	48,828.00
January 1, 2014	44,440.50	45,259.50	46,078.50	47,794.50	49,569.00
January 1, 2015	45,103.50	45,942.00	46,761.00	48,516.00	50,310.00
January 1, 2016	45,786.00	46,624.50	47,463.00	49,237.50	51,070.50
BI-WEEKLY					
Expired Rate	1,667.25	1,698.00	1,728.75	1,793.25	1,859.25
January 1, 2013	1,683.75	1,715.25	1,746.00	1,811.25	1,878.00
January 1, 2014	1,709.25	1,740.75	1,772.25	1,838.25	1,906.50
January 1, 2015	1,734.75	1,767.00	1,798.50	1,866.00	1,935.00
January 1, 2016	1,761.00	1,793.25	1,825.50	1,893.75	1,964.25

HOURLY					
Expired Rate	22.23	22.64	23.05	23.91	24.79
January 1, 2013	22.45	22.87	23.28	24.15	25.04
January 1, 2014	22.79	23.21	23.63	24.51	25.42
January 1, 2015	23.13	23.56	23.98	24.88	25.80
January 1, 2016	23.48	23.91	24.34	25.25	26.19

II(a) [35 hours per week]: Receptionist/Secretary

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	36,964.20	37,619.40	38,220.00	39,585.00	40,895.40
January 1, 2013	37,328.20	38,001.60	38,602.20	39,985.40	41,295.80
January 1, 2014	37,892.40	38,565.80	39,184.60	40,586.00	41,914.60
January 1, 2015	38,456.60	39,148.20	39,767.00	41,186.60	42,551.60
January 1, 2016	39,039.00	39,730.60	40,367.60	41,805.40	43,188.60
BI-WEEKLY					
Expired Rate	1,421.70	1,446.90	1,470.00	1,522.50	1,572.90
January 1, 2013	1,435.70	1,461.60	1,484.70	1,537.90	1,588.30
January 1, 2014	1,457.40	1,483.30	1,507.10	1,561.00	1,612.10
January 1, 2015	1,479.10	1,505.70	1,529.50	1,584.10	1,636.60
January 1, 2016	1,501.50	1,528.10	1,552.60	1,607.90	1,661.10
HOURLY					
Expired Rate	20.31	20.67	21.00	21.75	22.47
January 1, 2013	20.51	20.88	21.21	21.97	22.69
January 1, 2014	20.82	21.19	21.53	22.30	23.03
January 1, 2015	21.13	21.51	21.85	22.63	23.38
January 1, 2016	21.45	21.83	22.18	22.97	23.73

II(b) [37.5 hours per week]: Maintenance

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	35,626.50	36,328.50	37,030.50	38,454.00	39,897.00
January 1, 2013	35,977.50	36,699.00	37,401.00	38,844.00	40,287.00
January 1, 2014	36,523.50	37,245.00	37,966.50	39,429.00	40,891.50
January 1, 2015	37,069.50	37,810.50	38,532.00	40,014.00	41,496.00
January 1, 2016	37,635.00	38,376.00	39,117.00	40,618.50	42,120.00

BI-WEEKLY					
Expired Rate	1,370.25	1,397.25	1,424.25	1,479.00	1,534.50
January 1, 2013	1,383.75	1,411.50	1,438.50	1,494.00	1,549.50
January 1, 2014	1,404.75	1,432.50	1,460.25	1,516.50	1,572.75
January 1, 2015	1,425.75	1,454.25	1,482.00	1,539.00	1,596.00
January 1, 2016	1,447.50	1,476.00	1,504.50	1,562.25	1,620.00
HOURLY					
Expired Rate	18.27	18.63	18.99	19.72	20.46
January 1, 2013	18.45	18.82	19.18	19.92	20.66
January 1, 2014	18.73	19.10	19.47	20.22	20.97
January 1, 2015	19.01	19.39	19.76	20.52	21.28
January 1, 2016	19.30	19.68	20.06	20.83	21.60

III [37.5 hour per week]: PSW/HCA

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	40,248.00	40,930.50	41,593.50	43,036.50	44,440.50
January 1, 2013	40,657.50	41,340.00	42,003.00	43,465.50	44,889.00
January 1, 2014	41,262.00	41,964.00	42,627.00	44,109.00	45,571.50
January 1, 2015	41,886.00	42,588.00	43,270.50	44,772.00	46,254.00
January 1, 2016	42,510.00	43,231.50	43,914.00	45,435.00	46,956.00
BI-WEEKLY					
Expired Rate	1,548.00	1,574.25	1,599.75	1,655.25	1,709.25
January 1, 2013	1,563.75	1,590.00	1,615.50	1,671.75	1,726.50
January 1, 2014	1,587.00	1,614.00	1,639.50	1,696.50	1,752.75
January 1, 2015	1,611.00	1,638.00	1,664.25	1,722.00	1,779.00
January 1, 2016	1,635.00	1,662.75	1,689.00	1,747.50	1,806.00
HOURLY					
Expired Rate	20.64	20.99	21.33	22.07	22.79
January 1, 2013	20.85	21.20	21.54	22.29	23.02
January 1, 2014	21.16	21.52	21.86	22.62	23.37
January 1, 2015	21.48	21.84	22.19	22.96	23.72
January 1, 2016	21.80	22.17	22.52	23.30	24.08

IV [37.5 hours per week]: Nurses Aides

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	39,604.50	40,306.50	40,950.00	42,412.50	43,816.50
January 1, 2013	39,994.50	40,716.00	41,359.50	42,841.50	44,245.50
January 1, 2014	40,599.00	41,320.50	41,983.50	43,485.00	44,908.50
January 1, 2015	41,203.50	41,944.50	42,607.50	44,128.50	45,591.00
January 1, 2016	41,827.50	42,568.50	43,251.00	44,791.50	46,273.50
BI-WEEKLY					
Expired Rate	1,523.25	1,550.25	1,575.00	1,631.25	1,685.25
January 1, 2013	1,538.25	1,566.00	1,590.75	1,647.75	1,701.75
January 1, 2014	1,561.50	1,589.25	1,614.75	1,672.50	1,727.25
January 1, 2015	1,584.75	1,613.25	1,638.75	1,697.25	1,753.50
January 1, 2016	1,608.75	1,637.25	1,663.50	1,722.75	1,779.75
HOURLY					
Expired Rate	20.31	20.67	21.00	21.75	22.47
January 1, 2013	20.51	20.88	21.21	21.97	22.69
January 1, 2014	20.82	21.19	21.53	22.30	23.03
January 1, 2015	21.13	21.51	21.85	22.63	23.38
January 1, 2016	21.45	21.83	22.18	22.97	23.73

V(a.i) [37.5 hours per week]: Dietary Aides

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	37,206.00	37,947.00	38,629.50	40,072.50	41,496.00
January 1, 2013	37,576.50	38,317.50	39,019.50	40,482.00	41,905.50
January 1, 2014	38,142.00	38,883.00	39,604.50	41,086.50	42,529.50
January 1, 2015	38,707.50	39,468.00	40,189.50	41,710.50	43,173.00
January 1, 2016	39,292.50	40,053.00	40,794.00	42,334.50	43,816.50
BI-WEEKLY					
Expired Rate	1,431.00	1,459.50	1,485.75	1,541.25	1,596.00
January 1, 2013	1,445.25	1,473.75	1,500.75	1,557.00	1,611.75
January 1, 2014	1,467.00	1,495.50	1,523.25	1,580.25	1,635.75
January 1, 2015	1,488.75	1,518.00	1,545.75	1,604.25	1,660.50
January 1, 2016	1,511.25	1,540.50	1,569.00	1,628.25	1,685.25

HOURLY					
Expired Rate	19.08	19.46	19.81	20.55	21.28
January 1, 2013	19.27	19.65	20.01	20.76	21.49
January 1, 2014	19.56	19.94	20.31	21.07	21.81
January 1, 2015	19.85	20.24	20.61	21.39	22.14
January 1, 2016	20.15	20.54	20.92	21.71	22.47

V(a.ii) [37.5 hours per week]: Laundry Aides, H/K Aides and H/K Aide Receiver

ANNUAL	START	AFTER PROBATION	YEAR 1	YEAR 2	YEAR 3
Expired Rate	36,718.50	37,440.00	38,122.50	39,585.00	40,989.00
January 1, 2013	37,089.00	37,810.50	38,512.50	39,975.00	41,398.50
January 1, 2014	37,654.50	38,376.00	39,097.50	40,579.50	42,022.50
January 1, 2015	38,220.00	38,961.00	39,682.50	41,184.00	42,646.50
January 1, 2016	38,785.50	39,546.00	40,287.00	41,808.00	43,290.00
BI-WEEKLY					
Expired Rate	1,412.25	1,440.00	1,466.25	1,522.50	1,576.50
January 1, 2013	1,426.50	1,454.25	1,481.25	1,537.50	1,592.25
January 1, 2014	1,448.25	1,476.00	1,503.75	1,560.75	1,616.25
January 1, 2015	1,470.00	1,498.50	1,526.25	1,584.00	1,640.25
January 1, 2016	1,491.75	1,521.00	1,549.50	1,608.00	1,665.00
HOURLY					
Expired Rate	18.83	19.20	19.55	20.30	21.02
January 1, 2013	19.02	19.39	19.75	20.50	21.23
January 1, 2014	19.31	19.68	20.05	20.81	21.55
January 1, 2015	19.60	19.98	20.35	21.12	21.87
January 1, 2016	19.89	20.28	20.66	21.44	22.20

VI (37.5 Hrs/week) Nursing Assistant; Activation Assistant (Over the age of 18)

HOURLY	START
Expired Rate	13.03
January 1, 2013	13.16
January 1, 2014	13.36
January 1, 2015	13.56
January 1, 2016	13.76

VII Students

HOURLY	START	JOB RATE
Expired Rate	10.21	10.24
January 1, 2013	10.31	10.34
January 1, 2014	10.46	10.50
January 1, 2015	10.62	10.66
January 1, 2016	10.78	10.82

When a “Student” (under the age of 18) completes his/her probationary period, he/she goes directly to the “Job Rate” rate of pay.

The “Student Rate” shall apply only to those employees under the age of eighteen (18) years who are regularly attending secondary school.

VII Drivers

HOURLY					
Expired Rate	15.83	16.20	16.55	17.30	18.02
January 1, 2013	16.02	16.39	16.75	17.50	18.23
January 1, 2014	16.31	16.68	17.05	17.81	18.55
January 1, 2015	16.60	16.98	17.35	18.12	18.87
January 1, 2016	16.89	17.28	17.66	18.44	19.20

LETTERS OF UNDERSTANDING

Between

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

And

The Canadian Union of Public Employees
And its Local 3192

RECLASSIFICATION OF MAINTENANCE WORKERS

The parties agree to reclassify Maintenance Workers employed at Dufferin Oaks as of November 15, 2007 to the Maintenance Trades Classification effective January 1, 2008.

These employees will be paid at the after probation rate. Full time employees will move to Step 1 of the grid January 1, 2009 and to Step 3 of the grid December 31, 2009. The part time staff person will move through the grid based on hours worked as described in Article 12.03 of the collective agreement.

Both parties agree that the reclassification is in recognition of the relevant experience possessed by existing maintenance workers and that this experience has been deemed to be equivalent to the educational qualifications required by the Maintenance Trades Position.

Job postings for any subsequent vacancies or new positions will be posted with the job requirements currently outlined in the job description for Maintenance Trades.

Dated at Shelburne this 15th day of November, 2007.

This Letter of Understanding renewed on March 27th, 2013 at Shelburne, Ontario:

For the Union

~~Employer~~ MBP

Valerie James
M. Bielkows
Brenda Izak
Janet D. Martino
Jennifer Rowe

For the Employer

Union MBP

John Smith
Heather Reid
Tammy Ark-Brown
Karla Laro
C. Wolfe

LETTER OF UNDERSTANDING

Between

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

And

The Canadian Union of Public Employees
And its Local 3192

ARTICLE 13 – JOB POSTING PROCEDURES

During the current negotiations the parties discussed concerns with the existing job posting procedures.

In an effort to improve the effectiveness of these procedures the parties agree to implement the following procedures within sixty (60) days of the ratification of this collective agreement.

This procedure will be in effect for the duration of the current term of this agreement and will be reviewed by members of both parties after twelve (12) months for possible modifications that may improve the process.

13.01 Job Posting

- a) Within seven (7) calendar days of the Employer determining that there exists a vacancy in a bargaining unit position, or if the Employer establishes a new position within the bargaining unit, the Employer will post the position on an employee accessible website with a copy to the CUPE bulletin board. Such notices shall remain posted for a period of seven (7) calendar days.
- b) Employees who wish to apply for any posted vacancy shall do so electronically, to the Human Resources department, on electronic application form within the posting period. For employees without access to a computer or other electronic device, the Employer will make available a computer to be placed in a common area, so that employees can apply on line.
- c) Such vacancy or new job created shall be filled from the applications received on the basis of Article 13.03 and the procedure set out in Article 13.04.
- d) Successful applicants will be notified by the Employer within a reasonable time frame and have 24 hours to decline after which time consent is considered final and irrevocable. An announcement will be posted including anticipated start date on the employee accessible website with a copy to CUPE bulletin board.
- e) Vacancies which are not expected to exceed three (3) months may be filled by the Employer at its discretion. The Employer will give first priority to qualified employees in accordance with the criteria set out in Article 13.03 and the procedure set out in Article 13.04 and 13.05(a).
- f) This Article does not apply for positions that are filled in accordance with the provisions of Article 14.04. (Layoff)

Changes in assignments will be determined by the Employer as per Article 2.01. If unable to reach a mutual agreement between employees then the employee with least seniority will have the assignment change.

Employee requests for work assignment changes and requests for accommodation will be considered on an individual basis.

13.02 - Job postings will contain the same information with the addition of assignment. (ex. Floor – EL/GV)

Training for new electronic application procedures will be provided by the Employer.

Agreed this 27th day of March, 2013 at Shelburne, Ontario:

For the ~~Union~~ Employer MBjs

Valerio J. J. J. J.
M. Bialkowski
Shenck Zueh
Joseph DiMartino
Jennifer Bower

For the ~~Employer~~ Union MBjs

Julia Smyth
Heather D. D.
Sammy Sal-Rosa
Karla Ludio
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LETTER OF UNDERSTANDING

Between

The Corporation of the County of Dufferin,
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And

The Canadian Union of Public Employees
And its Local 3192

SCHEDULING AND AVAILABILITY OF NURSING STAFF

The Parties had extensive discussion on scheduling and availability concerns in the nursing department during the 2013 negotiations. The following have been identified as areas of mutual concern that affect the efficient operation of the nursing department and result in workload issues and increased demands on the nursing staff. The parties agree to meet to develop protocols to improve the process over the term of this agreement. Items to be addressed include but are not limited to:

- Availability (and N/A's)
- Give aways and;
- Call ins.

The parties agree to begin to meet within 120 days of ratification.

Agreed this 27th day of March, 2013 at Shelburne, Ontario:

For the ~~Union~~ Employer *MBJas*

Valerie Quenneville

Mr. Brakowski

Brenda Fryer

Jennifer DiMartino

Jennifer Power

For the ~~Employer~~ Union *MBJas*

Julia Smyth

Heather D. P.

Johnny Sal-Rosa

Karen L. ...

... ..

LETTER OF UNDERSTANDING

Between

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

And

The Canadian Union of Public Employees
And its Local 3192

March 27, 2013

RE: ARTICLE 17.03 – VACATION DRAW ADVANCE

The parties agree to amend Article 17.03 by reducing the ten (10) day draw to five (5) days. In order to facilitate the implementation of the reduction for employees who have currently drawn from their future vacation entitlement the following will apply:

1. Effective upon ratification by the parties, employees will receive notification from the Employer within thirty (30) days outlining the number of vacation days to be reimbursed to their vacation bank.
2. The parties may mutually agree to hold an informational meeting, if deemed necessary, for affected members to review and address the vacation draw amendment.
3. Employees will have from ratification until December 31, 2014 to reduce their vacation draw to meet the five (5) day requirement.

Agreed this 27th day of March, 2013 at Shelburne, Ontario:

For the ~~Union~~

Employer MB *MB*

Valerie Quenneville

M. Bielkowski

Brenda Ingham

Joseph D. Martino

Jennifer Power

For the ~~Employer~~

Union MB *MB*

Julia Smyth

Heath D. D.

Tommy Sal-Pesa

Kristina

Cicco

LETTER OF UNDERSTANDING

Between

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

And

The Canadian Union of Public Employees
And its Local 3192

March 27, 2013

RE: UNION LEAVE DAYS

Further to article 19.02 Union Leave,

The Employer agrees that up to an additional ten (10) working days of union leave for the purpose of members to attend at educational seminars held through CUPE or its affiliates may be granted.

The parties recognize the need for the Employer to maintain operational requirements during such leaves and will endeavour to approve the requested leave(s).

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

Agreed this 27th day of March, 2013 at Shelburne, Ontario:

For the ~~Union~~ Employer MBP

Valerie Juarez

M. Blackwell

Brenda Fyfe

Jennifer DiMartino

Jennifer Power

For the ~~Employer~~ Union MBP

Julia Smith

Heather Reid

Sammy Ash-Rose

Karalene

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LETTER OF UNDERSTANDING

Between

The Corporation of the County of Dufferin,
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And

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And its Local 3192

ARTICLE 4 – NO DISCRIMINATION

4.02 (b)

Parties agree to meet within 60 days of ratification to discuss concerns related to harassment and jointly develop protocols to address any issues.

Agreed this 27th day of March, 2013 at Shelburne, Ontario:

For the ~~Union~~ Employees MB ps

Nalanie Juane
M. Brakowski
Brenda Zurek
Jennifer DiMartino
Jennifer Rowe

For the ~~Employer~~ Union MB ps

Jana Smyth
Heather F. F.
Tommy Del-Rosa
Karolena
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LETTER OF UNDERSTANDING

Between

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

And

The Canadian Union of Public Employees
And its Local 3192

DUTY TO ACCOMMODATE

The Employer and the Union recognize that from time to time individual workers may have special needs that require special accommodation within the workplace. The Parties acknowledge that this duty to accommodate applies equally to the Union and the Employer. The Employer and the Union thereby commit themselves to find co-operative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation as defined under the Ontario Human Rights Code.

The Employer agrees to consult with the CUPE appointed WSIB Advisors with regard to workers with special needs requiring accommodation as defined under the Ontario Human Rights Code.

The Parties further agree to meet quarterly or as required to discuss any current or outstanding accommodation issues.

Agreed to renew this 27th day of March, 2013 at Shelburne, Ontario:

For the Union

Employer MBP
Valerie Juane
M. Bialkowski
Glenda Fresh
Jennifer D. Martino
Jenni F. Power

For the Employer

Union MBP
Julia Smith
Heath Scott
Sammy Ash-Rose
Kara Leland
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This agreement is signed on the 27th day of March 2013.

For the ~~Union~~ Employer *MB for*

Nancy Quane

M. Bullock

Brenda Graham

Jennifer DiMartino

Jennifer Power

For the Employer ~~Union~~ *MB for*

Joe A. Smyth

Heath Rich

Sammy Sal-Rosa

Kristina Ludio

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