



COLLECTIVE AGREEMENT

between

**THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1748**

Expiry date: December 31, 2017

11480 (10)

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WHEREAS the purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Employer and its Employees covered by this Agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with efficient operations of the Employer's business, and to maintain fair wages, hours and working conditions for the said Employees, all as set forth in this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows.

Note: Where reference is made to a specific gender (either he or she, him or her) it is intended to be gender neutral.

ARTICLE 1 – RECOGNITION

1:01 The Employer recognizes the Canadian Union of Public Employees and its Local 1748 as the sole and exclusive collective bargaining agent for all its Employees of Northumberland County at its Golden Plough Lodge at Cobourg, Ontario, save and except Supervisors, persons above the rank of Supervisor, Administrator, Secretary to the Administrator, Personnel and Payroll Clerk, Secretary to Director of Nursing (Ward Clerk), professional and medical staff, graduate and undergraduate nurses, volunteers, co-op students and students employed during the school vacation period.

1:02 As used in this Agreement, the term "Part-Time Employee" shall mean an Employee regularly scheduled for not more than forty-eight (48) hours biweekly.

1:03 As used in this Agreement, the term "Full-Time Employee" shall mean an Employee regularly scheduled for more than forty-eight (48) hours bi-weekly.

1:04 (1) Volunteers

The County agrees that volunteers will not take away work currently performed by bargaining unit members.

(2) Students

"School vacation periods" will refer to the summer, Christmas, and March breaks as they may be designated by the teaching institutions from time to time.

(3) Subsidized Workers/Co-op Students

The parties agree the Employer may continue to utilize workers whose placement at the Plough is being subsidized by an educational organization.

(4) Ontario Works/Government Programs Persons

The Employer may only use such persons for positions that no member of the bargaining unit has been in for at least two (2) years. Furthermore, such positions shall not last more than ten (10) months for any individual.

Non-bargaining unit Employees shall not perform bargaining unit work to the extent that it causes the layoff of a bargaining unit Employee, unless mutually agreed upon in writing.

(5) Temporary Employees

Employees may be hired for a temporary position to replace a regular Employee who is absent due to sickness, accident, vacation, or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the Parties to this Agreement. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

(6) As used in this Agreement, the term “Casual Employees” are those employed on an on-call basis only. Except as otherwise provided, the casual Employee shall have all rights as a part-time Employee.

ARTICLE 2 - RELATIONSHIP

2:01 Union Membership

The parties hereto mutually agree that any Employee of the Employer covered by this Agreement may become a member of the Union if s/he wishes to do so and may refrain from becoming a member of the Union if s/he so desires.

2:02 No Other Agreements

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

No individual employee or group of Employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

2:03 No Discrimination

The parties agree there shall be no discrimination within the meaning of the Ontario Human Rights Code. The parties agree there shall be no personal harassment exercised by either of them or their representatives. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an Employee's membership or non-membership in a Union, or because of his/her activity or lack of activity in the Union.

2:04 Meetings during Working Hours

It is agreed that the Union and the Employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Administrator or designate which permission shall not be unreasonably denied.

2:05 Check-off of Union Dues

The Employer agrees to deduct from the pay of all Employees whatever sum is authorized by the Union for regular union dues. Such amount shall be a percentage of Employee's pay deducted each pay period and shall be remitted not later than the 15th day of the month following the deduction to the Canadian Union of Public Employees, National Secretary Treasurer. The Employer shall, when remitting such dues, name the Employees from whose pay such deductions were made and also the names of those Employees who have left the employment of the Employer since the last payment.

2:06 Negotiating Committee

It is agreed that a negotiating committee composed of not more than three (3) Employees plus the President of the Local shall be paid at their regular hourly rate for time lost from work for the purpose of attending negotiating meetings up to and including Arbitration with the Employer. Such payment shall be limited to the length of the meeting and shall not exceed the amount the Employee would normally have earned for such regular working day. It is further agreed that the Employer's negotiating committee shall be composed of at least the Administrator or designate of the Golden Plough Lodge, the Chief Administrative Officer or designate of the County, and a spokesperson for the County.

2:07 Leave of Absence for Union Functions**(a) Leave of Absence Without Pay and Without Loss of Seniority**

shall be granted upon request to the Employer, to Employees who are allocated or appointed to represent the Union at Union conventions, seminars or to conduct union business provided that no more than three (3) Employees from the nursing department and no more than two (2) Employees from any other department may be absent at any one time. Further, no more than two (2) Employees from the day shift in nursing and no more than one (1) Employee from any other given shift may be absent at any one time, and provided such request is made where possible at least two (2) weeks in advance of the absence. Granting of such leaves shall not be unreasonably withheld based on the operational needs of the Home.

(b) Leave of Absence for Appointment or Election to Union Office

Upon receipt of reasonable written notice, the Employer will grant a leave of absence of up to two (2) years without pay or benefits, and without loss of seniority or job classification, to no more than one (1) Employee at any one time who is elected to a Full-Time position with the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress, or who accepts assignment to a non-elected position with any of these organizations. Any request for any extension will be at the discretion of the Corporation. Where such a leave is for thirty (30) working days or less, the Employer will pay the Employee in the normal course and then bill the Local as per current practice.

(c) The Employer will pay the Employee in the normal course and then bill the Local monthly. The Employer shall bill the Union for all regular wages,

vacation pay, and statutory deductions for both full and part-time Employees including pension contributions. In addition, the Employer shall bill the Union the cost of the percentage in lieu of benefits for part-time Employees.

- 2:08** A new Employee will have an opportunity to meet with a representative of the Union once during working hours for a period of thirty (30) minutes during the Employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the Employee with such representative of the Union and the Collective Agreement. The Employee shall have the right to union representation at Occupational Health/Return to Work meetings.

ARTICLE 3 - EMPLOYER RIGHTS

- 3:01** The Union recognizes and acknowledges that the management of the Lodge and direction of the working force are fixed exclusively in the Employer and, without limiting the generality of the foregoing; the Union acknowledges that it is the exclusive function of the Employer to;

(a) Maintain order and efficiency;

(b) Hire, promote, demote, classify, transfer, suspend and retire Employees and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;

(c) Make, enforce and alter, from time to time, rules and regulations to be observed by the Employee;

(d) Determine the nature and kind of business conducted by the Employer, the kinds and locations of facilities, equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of work, the number of Employees to be employed, the extensions, limitations, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

- 3:02** The Employer agrees that none of the rights set forth in this article will be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - GRIEVANCE COMMITTEE

- 4:01** The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of the President, the Chief Steward and the Steward responsible for the grievance.

4:02 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) stewards, one of which shall be known as the Chief Steward. All stewards shall have completed the probationary period and shall be regular Employees of the Employer during their term of office. The name of each steward as well as the name of the officers of the Local as selected from time to time shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or officers until it has been so notified.

4:03 Permission to Leave Work

The permission of a steward or union representative to leave work without loss of pay to attend grievance step meetings under clause 5:03 or investigatory meetings will not be unreasonably withheld.

4:04 Representative of the Union

The Union may have the assistance of a representative of the Canadian Union of Public Employees at all collective bargaining meetings and at any grievance meeting commencing at Step 2 of the grievance procedure if requested by either party or at any other meeting of the parties on the mutual consent of the parties.

ARTICLE 5 - GRIEVANCE PROCEDURE

5:01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

5:02 No complaint shall be considered where the circumstances giving rise to it occurred or originated more than seven (7) full working days before the filing of the complaint. No grievance shall be considered until the Employee has first given his/her immediate supervisor the opportunity of adjusting his/her complaint. Such complaint must be discussed with the immediate supervisor within seven (7) working days after the circumstances giving rise to it occurred or originated. Notwithstanding the above, if the complaint is against the immediate supervisor, the Employee may skip the complaint stage. The immediate supervisor shall respond within two (2) working days. It is agreed that the Employee shall be allowed to have the presence of his/her steward at any meeting regarding complaint/grievance.

5:03 Grievances properly arising under this Agreement shall be adjusted and settled and an earnest effort shall be made to settle grievances fairly and promptly in the following manner:

STEP 1

The employee may submit a written grievance, within five (5) working days after the Supervisor has provided a response at the complaints stage, signed by the employee and/or the Union, to the employee's department manager and to Human Resources. The grievance shall identify the nature of the grievance and

the remedy sought and should also identify the provisions of the agreement which are alleged to be violated. He/she shall have the assistance of his/her steward if he/she so desires. The manager shall give his/her decision, in writing within seven (7) working days following the discussion. If the decision is not satisfactory to the employee concerned, then the grievance may be presented, in writing as follows:

STEP 2

Within five (5) working days after the decision is given at Step 1 the employee, together with the Union President, or designate, may submit his/her grievance to the Chief Administrative Officer, or designate. Step 2 meetings shall be held on a designated day of each and every month. Copies of the grievance will be provided to the Administrator and Human Resources at the same time as the grievance is presented to the CAO or designate. The CAO or designate will render a decision, in writing within seven (7) working days following such meeting.

- 5:04** If final settlement is not reached at Step 2, then the Parties may proceed, by mutual agreement, to a Grievance Mediation Officer (GMO). If final settlement is not reached through the use of a GMO, or if the Parties do not agree to proceed to Mediation, then the grievance may be referred, in writing, by either party to an Arbitrator as provided in Article 6 below at any time within ten (10) working days after the decision is given under Step 2 and if no such written request for arbitration is received within the time limit, then the grievance shall be deemed to have been abandoned. The name of the next Arbitrator in the rotation shall be contained in the Notice to Arbitrate.
- 5:05** In this Article and in the Articles 6,7 & 8 in calculating working days, Saturdays, Sundays and paid holidays shall not be included.
- 5:06** Any of the time limits mentioned in the above procedure may be extended by mutual agreement in writing.

ARTICLE 6 - ARBITRATION

6:01 Both parties to this Agreement agree that any dispute or grievance relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or an alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to an Arbitrator, at the written request of either of the parties hereto.

6:02 Arbitrators

Where a grievance is referred to arbitration, it shall be heard by a single arbitrator, chosen in rotation from the following list. The parties agree that the following persons shall, in turn, serve as single arbitrators on a rotating basis:

1. Brian Sheehan
2. Jules Bloch
3. William Kaplan
4. Steve Raymond
5. Barry Stephens

If an arbitrator is not available (i.e. within six (6) months), the next person on the list shall be selected, and so on, until one of those on the list is available. For the next grievance moved to arbitration, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative arbitrator, the parties shall ask the Minister of Labour to appoint a single arbitrator. Whether or not the matter is settled or withdrawn thereafter, the arbitrator selected is deemed to have been “used” for purposes of rotation.

- 6:03** The decision of the arbitrator shall be binding on both parties.
- 6:04** The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement.
- 6:05** Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.

ARTICLE 7 - EMPLOYER GRIEVANCES AND UNION GRIEVANCES

- 7:01** Any grievance instituted by the Employer may be referred in writing to the President of the Local within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within ten (10) working days thereafter with the Employer to consider the grievance.

At this time they may be accompanied by a Full-Time representative of the Union if his presence is requested by either party. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to an Arbitrator as provided in Article 6 at any time within ten (10) working days thereafter, but not later.

- 7:02** A Union policy grievance, which is defined as an alleged violation of this Agreement concerning the Union as such or concerning all or a substantial number of Employees in the bargaining unit, may be lodged by the Union in writing with the Home Administrator at Step 1 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated.

ARTICLE 8 - DISCHARGE CASES

8:01 A claim by an Employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Home Administrator at Step No. 1 of the grievance procedure within five (5) full working days after the Employee ceases working for the Employer. Such special grievances may be settled by:

(a) confirming the Employer's action in dismissing the Employee or

(b) reinstating the Employee with full compensation for time lost; or

(c) Any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

8:02 Personnel Records

Any Employee shall have the right to have reasonable access to his/her personnel record under the supervision of the Employer. Any written response of the Employee to discipline will be included as part of the file. An Employee shall have the right to make copies of any material contained in his/her personnel record.

8:03 Investigations

In the case where the employer needs to investigate an incident regarding an employee and where the employee will be placed on a Leave of Absence as a result, such Leave shall be with pay. The Employer shall notify the Union President or designate with as much advanced notice as possible of any employee being investigated. The employee shall be provided with a written letter within twenty-four (24) hours.

8:04 Any letter of reprimand, suspension or other sanction will be removed from the record of any Employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided the Employee's record has been discipline free for such eighteen (18) month period.

8:05 At the time formal discipline is imposed an Employee shall have the right to request a steward be present. The Employer shall have the right to equal representation at such meeting.

In the case of suspension or discharge the Employer shall notify the Employee of his right in advance. In addition, the employer will notify the Union President, in writing, of any discharge or suspension. Such notification shall be sent within one (1) working day of such suspension or discharge confirming the said discharge or suspension.

ARTICLE 9 - NO STRIKES, NO LOCK-OUTS

- 9:01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, unlawful picketing, slow-down or stoppage of work, either complete or partial and the Employer agrees that there will be no lock-out.
- 9:02** The Employer shall have the right to discharge or otherwise discipline Employees who take part in or instigate any illegal strike, unlawful picketing, stoppage or slowdown contrary to Clause 9:01 but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.
- 9:03** Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 2 of the grievance procedure.

ARTICLE 10 - WAGES

- 10:01** Schedule “A” hereto headed “Wages and Classifications” is hereby made a part of this Agreement.
- 10:02** An Employee relieving in a higher paid classification shall receive the higher rate while so employed.
- 10:03 Pay on Temporary Transfer, Lower Rated Job**
Where an Employee is assigned temporarily to perform the duties and assume the responsibilities of a lower paying position, in the bargaining unit, there shall be no decrease in her/his current wage rate.
- 10:04** Any Employee who is designated by the Employer to relieve in the absence of the Supervisor shall be paid a premium of five (5%) percent above their hourly rate for such time worked. This also applies to Dietary Aides who are working as a Cook in the absence of the Lead Hand Cook.
- 10:05** Where an employee has posted into a position in a different wage level, she shall be placed on the grid in accordance with her current years, or hours, of service, to a maximum of the After 2 Years Service rate. If the employee is not at job rate, progression on the wage grid will occur based on the hours worked in the new classification.

ARTICLE 11 - HOURS WORKED AND OVERTIME

- 11:01** The normal full-time hours of work shall consist of an average of seventy-five (75) hours in a two (2) week period comprised of ten (10) seven and a half (7.5) hour days. This provision is not to be construed as a guarantee of hours of work per day or per week, or of days of work per week.

11:02 Regularly scheduled part-time Employees will be scheduled up to forty-eight (48) hours bi-weekly. This provision is not to be construed as a guarantee of hours of work per day or per week, or of days of work per week.

A part-time employee must be available for a minimum of two (2) shifts bi-weekly for which she has indicated availability and for which she has been scheduled. A part-time employee shall not refuse scheduled shifts for which she has indicated her availability unless there are acceptable extenuating circumstances.

- a)** Regularly scheduled part-time Nursing Employees shall receive every other weekend off except where:
- (i)** such weekend is worked as a result of an exchange of shifts with another Employee and/or
 - (ii)** the Employee, the Union and the Employer have mutually agreed otherwise and/or
 - (iii)** the part-time employee has indicated that she is willing to be scheduled three weekends out of four
- (b)** Regular scheduled part-time Employees in Life Enrichment shall have an equal distribution of weekends off except where:
- (i)** such weekend is worked as a result of an exchange of shifts with another Employee and/or
 - (ii)** the Employee, the Union and the Employer have mutually agreed otherwise.
- (c)** All other regularly scheduled part-time Employees shall receive one weekend off in four (4) weekends except where:
- (i)** such weekend is worked as a result of an exchange of shifts with another Employee and/or
 - (ii)** the Employee, the Union and the Employer have mutually agreed otherwise.

11:03 Scheduling

(a) Work schedules shall be prepared by the Employer and will be posted in a place accessible to the affected Employees. Schedules will cover a four (4) week period and will be posted two (2) weeks in advance. Scheduled hours shall not be changed save by mutual consent.

Life enrichment schedules will cover a calendar month and will be posted two (2) weeks in advance.

- (b)** Employees will not be scheduled to work more than five (5) consecutive days unless mutually agreed among the Employee, the Union President, or designate and the Employer.
- (c)** Full-time Employees will receive split days off other than their scheduled weekend off.
- (d)** Full-time Employees in Life Enrichment shall have an equal distribution of weekends off except where:
 - (i)** such weekend is worked as a result of an exchange of shifts with another Employee and/or
 - (ii)** the Employee, the Union and the Employer have mutually agreed otherwise.
- (e)** All other full time Employees will receive every other weekend off except where:
 - (i)** such weekend is worked as a result of an exchange of shifts with another Employee and/or
 - (ii)** the Employee, the Union and the Employer have mutually agreed otherwise.
- (f)** **(i)** Employees are entitled to either Christmas Day or New Years' Day off. It is understood that Employees who commence employment in the current calendar year shall be scheduled to work either Christmas Day or New Year's Day. It is agreed that if they receive Christmas Day off in one (1) year, they shall receive New Years' Day off in the next year and vice versa. Further, an Employee (full-time or part-time) may request to work both Christmas Day and New Year's Day. If there is a conflict between normal scheduling practises and the entitlement to either Christmas Day or New Year's Day off, the latter entitlement shall apply. If an employee trades their scheduled holiday either to work or to be off in any given year, it will not affect the following year.

If as a result there are a number of staff requesting to work both Christmas Day and New Year's Day, an equivalent number of Employees may receive both Christmas Day and New Year's Day off. The following will be the determining factor for receiving both Christmas and New Year's Day off:

1. Full-time staff by seniority
2. Part-time staff by seniority

No overtime provisions such as six (6) days or weekends will be triggered by this additional one holiday.

- (ii) The Employer will endeavour to accommodate part-time Employees' request for time off for Christmas Day or New Years' Day based on operational needs of the Home.
- (g) To be assured consideration, an Employee's request for specified days off or unavailability for work must be submitted in writing at least two (2) weeks in advance of the schedule being posted. The Employer shall not unreasonably deny the Employee's request.
- (h) Employees may request an exchange of shifts within the current working schedule. No overtime provisions will be triggered by any of the traded shifts. It is the responsibility of the person exchanging the shift to ensure coverage. Any request for exchange of shifts shall be submitted, in writing, at least seventy-two (72) hours prior to the requested exchange date. Exchanges granted will be posted in binders in each affected unit within forty-eight (48) hours of the exchange being approved. Exchanges will not be unreasonably denied.

Any emergency trades for extenuating circumstances with less than forty-eight (48) hours notice will be approved at the discretion of the Employer.

- (i) All available hours outside of the regular rotation of shifts which can be pre-scheduled shall be assigned by availability in the following manner:

 - (i) Full-time Employees by seniority who are not scheduled to work seventy-five (75) hours or ten (10) shifts bi-weekly shall be scheduled as close as possible to seventy-five (75) hours or ten (10) shifts bi-weekly;
 - (ii) Part-time Employees divided as equally as may be reasonably possible within the classification;

Note: Where possible, an attempt will be made to schedule longer shifts to Employees with the highest seniority.

Part-time Employees are expected to work all three (3) shifts, however, a part-time Employee in the Nursing Department may indicate a preference for only two (2) shifts on their availability sheet.

All available non-scheduled (call-in) hours shall be first offered in the same manner as (i) (a), above, then by seniority to part-time Employees within the classification. The Employer agrees to keep an available record of all non-scheduled hours worked or refused by part-time Employees. See attached Letter of Understanding.

- (j) Breaches of this provision shall be corrected by whatever means is appropriate. For example, an additional shift may be given to an aggrieved Employee, or an extra call-in may be scheduled. If it is not possible to

schedule an additional shift or an extra call-in within a four (4) week period from the notification to the Employer, then the Employee shall be paid.

- (k)** Part-time Employees called by the Employer less than one (1) hour before the normal starting time of a shift or up to one (1) hour past start, and asked to report to work for non-scheduled hours shall be paid from the normal starting time of the shift, if they report at work within one (1) hour and fifteen (15) minutes from the time the call was received.
- (l)** Commitment of Casual Employee
 - (i)** Casual Employees will declare on a monthly basis, their availability for work on specified days.
 - (ii)** If a casual Employee has not worked a minimum of two (2) shifts per month for which she has indicated availability and for which she has been offered, she shall be taken off the casual call-in list.
- (m)** The employer agrees to maintain normal staffing levels by replacing, wherever possible, at straight time, all approved leaves including sick leaves and periods of vacations for all Employees in all departments by using existing qualified staff.

11:04 Overtime

Overtime must be approved by the director/manager in advance.

- (a)** Applicable to full-time Employees only, and subject to Article 11.03 (h):
Overtime at the rate of time and one half (1 ½) the Employee's regular hourly rate shall be paid:
 - (i)** In excess of seven and a half (7 ½) hours
 - (ii)** In excess of seventy-five (75) hours bi-weekly excluding lump sum payments
 - (iii)** On the Employee's sixth 6th consecutive day of work and every consecutive day worked thereafter;
 - (iv)** On the Employee's second (2nd) weekend worked and each consecutive weekend worked thereafter;
 - (v)** On the Employee's regularly scheduled day off;

Exception:

Full-time Employees who are scheduled less than ten (10) shifts biweekly and less than seventy-five (75) hours biweekly shall be permitted to take a call-in on their scheduled day off at straight time, if

they so desire, in order to augment their hours to seventy-five (75) biweekly. All other overtime triggers shall remain in effect.

- (vi) An Employee, scheduled to work seventy-five hours biweekly, who is called into work outside of regularly scheduled working hours shall be given four (4) hours notice. If four (4) hours notice is not given then the Employee will be compensated at the overtime rate for all hours worked.
 - (vii) Overtime premium will not be duplicated nor pyramided.
- (b)** Applicable to part-time Employees only, and subject to Article 11.03(h): Overtime at the rate of time and one half (1 ½) the Employee's regular hourly rate shall be paid:
- (i) In excess of seven and a half (7 ½) hours
 - (ii) In excess of seventy-five (75) hours bi-weekly excluding lump sum payments
 - (iii) On the Employee's sixth 6th consecutive day of work and every consecutive day worked thereafter;
 - (iv) Nursing Only: On the part-time Employee's "xx'd off weekend". For clarity, each four (4) week schedule will have two (2) weekends off. The Employee may be called in on either of the two weekends off, but not both. The other weekend will be designated as a "xx'd off weekend" whereby any work performed will be at overtime rates as applicable. Note: an employee who has indicated availability to be scheduled three weekends out of four will have one "xx'd off weekend"
 - (v) Overtime premium will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek and also as hours for which the overtime premium is paid.

(c) No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

11:05 Lunch and Rest Periods

Employees scheduled to work for at least four (4) hours but less than five (5) hours shall be entitled to one (1) paid fifteen (15) minute rest period. Employees scheduled to work for at least five (5) hours but less than seven (7) hours are entitled to one (1) thirty (30) minute unpaid lunch period and one (1) paid fifteen (15) minute rest period. Employees scheduled to work at least seven (7) hours are entitled to a paid rest period in each half shift worked and one (1) thirty (30) minute unpaid lunch period.

11:06 Reporting Pay Guarantee

Employees reporting for work as usual on a regular working day, unless notified by the previous day not to report, and for whom no work at his regular job is available, shall be offered at least four (4) hours' employment in other work at the Employee's straight time rate, or at the Employer's option, will be paid four (4) hours' pay in lieu of work. This provision shall not apply if the failure to receive the notice was caused by the Employee's absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage, machinery breakdown, fire, flood, power failure, other like cause or any reason beyond the control of the Employer.

11:07 (a) Call Back Pay Guarantee

An Employee who has left work at the required quitting time and who is recalled to work shall be paid a minimum of three (3) hours pay at the Employee's appropriate rate.

(b) Call In Pay Guarantee

An employee who has been called in to work shall be paid a minimum of three (3) hours' pay at the employee's appropriate rate of pay.

11:08 (a) Shift Premium

A shift premium of eighty-five cents (\$0.85) per hour for all hours worked shall be paid to an Employee working on a shift where at least fifty percent (50%) of the scheduled shift falls between the hours of 1500 hours of one day and 0800 hours of the following day. If an Employee leaves before the end of his/her shift with the permission of the Employer and with pay, he/she shall receive full shift premium for such shift.

(b) Weekend Premium

Employees shall be paid a weekend premium of an additional forty cents (\$.40) for all hours worked between Friday at 2300 p.m. and Sunday at 2300 p.m. This premium is in addition to the regular shift premium.

If an Employee leaves before the end of her shift with the permission of the Employer and with pay, she shall receive a full shift premium for such shift. Effective January 1, 2015, the weekend premium will increase to forty-five cents (\$.45).

11:09 Time Off Between Shifts

At least twelve (12) hours shall be scheduled off between shifts or changeover of shifts unless by mutual consent in writing between the Employee and his/her Manager with notification provided to the Union. Failure to provide at least twelve (12) hours between regularly scheduled shifts shall result in payment of overtime at established rates for any hours worked up to the end of the twelve (12) hour rest period.

11:10 Employees required to work during clock changes for daylight or standard time will be paid for hours worked at the appropriate rate of pay.

11:11 RPN Responsibility Allowance

An Employee who consents to be responsible as the Employee-in-charge on evenings, morning shifts, weekends or statutory holidays shall be paid a responsibility allowance of one dollar (\$1.00) per hour for all hours worked in addition to her/his regular salary and shift premium.

11:13 “F” Class License

All new hires within Life Enrichment will be required to have a valid “F” class license as a condition of employment.

The Employer will reimburse Life Enrichment staff for the Ministry fees associated with ongoing renewals of the “F” class license including the yearly medical certificate expenses up to a maximum of seventy-five dollars (\$75.00) for the ongoing renewals of the “F” class license.

ARTICLE 12 - VACATION**12:01 Full-time Vacation Entitlement**

Employees shall receive their vacation allotment, in advance, on January 1st each year, based on the current years of service as follows:

All full-time Employees who have acquired one (1) year of service with the Employer shall receive two (2) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time Employees who have acquired three (3) years service with the Employer shall receive three (3) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time Employees who have acquired eight (8) years service with the Employer shall receive four (4) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time Employees who have acquired fifteen (15) years service with the Employer shall receive five (5) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

All full-time Employees who have acquired twenty-five (25) years of service with the Employer shall receive six (6) weeks paid vacation at their regular hourly rate at a time or times convenient to the Employer.

Vacation entitlement is pro-rated for an Employee’s first and last year of full-time entitlement.

When part-time Employees become full-time Employees in the last quarter of the first full year of employment they shall not receive paid vacation time but shall

continue to receive their applicable paid vacation percentage for the remainder of the calendar year in which they became full-time.

12:02 Part-Time Vacation

Entitlement to vacation pay for part-time Employees shall be based on 1600 hours paid equals one (1) year of service subject to Article 14:03. This part-time service shall be recognized for vacation entitlement as follows:

1,600 paid hours	Two (2) weeks' vacation (at 4% of gross annual earnings)
4,800 paid hours	Three (3) weeks' vacation (at 6% of gross annual earnings)
12,800 paid hours	Four (4) weeks' vacation (at 8% of gross annual earnings)
24,000 paid hours	Five (5) weeks' vacation (at 10% of gross annual earnings)
40,000 paid hours	Six (6) weeks' vacation (at 12% of gross annual earnings)

Vacation pay for part-time Employees will be paid on each pay.

Part-time Employees shall receive their vacation allotment on January 1st each calendar year based on their seniority hours on the seniority list posted in January:

Less than 4,800 hours seniority	Minimum two (2) vacation days Up to the employee's maximum
4,800 hours seniority or more	Minimum six (6) vacation days Up to the employee's maximum

12:03 Temporary Employees

The vacation entitlement of temporary Employees shall be in accordance with the provisions of the Employment Standards Act. Notwithstanding the above, Employees who are regular full-time Employees temporarily filling in a temporary full-time position shall receive vacation based on their existing full-time status. Employees who are part-time Employees filling in for temporary part-time positions shall receive their vacation based on their existing part-time status. Employees who are part-time Employees filling for temporary full-time positions shall receive vacation based on their part-time status. Employees who are full-time Employees filling in for temporary part-time positions shall receive their vacation based on their existing full-time status. If an Employee transfers to a temporary job outside her classification, unit and/or department provisions within 12.07 will prevail. If an Employee transfers to a temporary job within her classification, unit and/or department, after receiving approval for her/his vacation said approval shall not be changed.

12:04 Vacation Schedules

- a) An Employee shall be entitled to receive a vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer, it being understood that during the months of July and August, the unbroken vacation period shall be normally limited to a two (2) week period. An Employee may request a three (3) week period of vacation during July and August and approval of such request shall not be unreasonably denied.

Vacation requests will not be unreasonably denied based on the operational requirements of the home.

Vacations may start on any day of the week except July and August, when a vacation in an unbroken period must begin on a Monday and end on a Sunday.

Full-time Employees who have more than two (2) weeks' vacation may use up to five (5) days as individual vacation days, provided that the Employer is able to retain an adequate number of staff in each department, to meet the normal requirements of the Home.

Full-time Employees who have four (4) or more weeks' vacation may use up to ten (10) days as individual vacation days, provided that the employer is able to retain an adequate number of staff in each department, to meet the normal requirements of the Home.

- b) Vacation requests shall be completed and submitted by Employees by April 1st and approved or disapproved in writing by the Employer by April 25th.

Vacation shall be in strict order of seniority within the Department, provided only that the Employer must be able to retain an adequate staff in each Department to meet the normal requirements of the Home.

Unless otherwise mutually agreed upon, vacation shall be scheduled in conjunction with an Employee's regularly scheduled day off.

Vacation schedules shall be posted by May 15th in each year and shall not be changed unless mutually agreed to by the Employee and the Employer.

12:05 Vacation Pay on Termination

An Employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation upon termination. An Employee who has used vacation not yet earned as of her termination date will be required to reimburse the Employer.

12:06 Vacation Interruption Because of Sickness

Where an Employee's scheduled vacation is interrupted due to a serious illness requiring the Employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. The portion of the Employee's vacation which is deemed to be sick leave under the above provision will not be counted against the Employee's vacation credits.

12.07 When an Employee transfers by means of a job-posting award from one classification, Unit or Department to another, the Employee's annual vacation may be re-scheduled to suit the classification, Unit or Department to which the Employee has transferred. Such adjusted date shall be subject to the mutual consent of the Employee concerned and the Employee's immediate Supervisor. Seniority shall not govern for that vacation year only, unless the transfer was completed prior to the vacation schedules being posted.

12:08 Vacation Carry-Over

An Employee entitled to an annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working.

Vacations shall not carry over from year to year except that an Employee with three (3) weeks or more entitlement may carry over one (1) week for the following vacation year. This may occur each year, but will not accumulate beyond one (1) week carried forward. Employees must indicate their intent to carry over one (1) week vacation in writing to their supervisor prior to January 1st.

ARTICLE 13 - HOLIDAYS

13:01 The following days are recognized as paid holidays under this Agreement:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day
Civic Holiday	

It is understood and agreed that the said holidays cannot be granted to all Employees as a day off and that Employees may be required to work on such days. An Employee required to work any of the said holidays shall be paid at the rate of time and one half (1-1/2) for all hours worked on the said holiday and full-time Employees shall be granted another day off with pay. Such day off to be taken at a time mutually agreed upon between the Employer and the Employee and to be within a period of five (5) weeks before or after the said holiday. Requests for days off must be put in writing to the Employee's Supervisor. If Employees have not requested their day off prior to the posting of the next schedule, the Employer will determine the day to be taken and indicate it on the posted schedule.

Provided that the exchange is acceptable to the Employee's immediate Supervisor, it is agreed that where an Employee discovers after the schedule is posted that a statutory holiday assigned to him would create a hardship, and where the Employee can find a fellow Employee with whom to exchange a statutory holiday within the schedule, such exchange will be accommodated. It is understood and agreed if the said day off is taken on a Monday then it may be taken consecutively with the Employee's scheduled day or days off. If a holiday falls on an Employee's scheduled day off such Employee shall be granted an additional day off with pay. The above holidays will be observed as per the current calendar.

13:02 In order to qualify for payment for a holiday, an Employee must work his last scheduled working day before and his first scheduled working day after the holiday and he must work on the holiday if he/she is so scheduled provided, however that an Employee who would otherwise be entitled to receive payment for the holiday but was absent due to illness verified to the satisfaction of the Employer or on an approved paid leave, including vacation on one of the days mentioned herein, will not thereby be deprived of holiday pay.

13:03 If a paid holiday falls or is observed during an Employee's vacation period, he shall be granted an additional day of vacation with pay for each such holiday. The additional day's vacation for each holiday shall be taken in conjunction with the Employee's vacation unless otherwise mutually agreed upon.

13:04 Additional Holiday

In addition to the holidays listed in clause 13:01, all Employees shall be granted two (2) additional floating holidays to be taken at a time mutually agreed upon between the Employee and the Employer. New Employees are not entitled to additional floating holidays until after probation. If an Employee passes probation prior to July 1, she/he shall be entitled to two (2) float holidays. If she/he passes probation after July 1, she/he shall receive one (1) float holiday. It is understood that regardless of when an Employee retires or leaves the employ, she/he shall receive the full complement of float holidays. If appropriate coverage is available, an Employee shall not be denied their requested float day(s). Part-time Employees shall be allowed to use their float days on a non-scheduled workday. When the date of the holiday is agreed upon between the Employee and the Employer, then that date shall for that Employee be deemed to be a paid holiday and shall be subject to clauses 13:01, 13:02 and 13:03.

13:05 Application to Part-Time

If a part-time Employee has not worked eight (8) days during the four (4) week period immediately preceding the holiday then the Employment Standards Act (ESA) shall apply.

ARTICLE 14 - SENIORITY

14:01 Probationary Period – Full-Time

A full time Employee shall be considered probationary for the first four hundred and sixty (460) hours worked, and shall have no seniority rights during that period. The Employer shall have the right to extend the probationary period of such an Employee on a one-time basis for up to an additional two hundred and forty (240) hours worked. After successfully completing the four hundred and sixty (460) hours worked, and the additional hours where applicable, such an Employee's seniority shall date back to his/her last date of hire. The Employer will notify the Union of any extension of a probationary period.

14:02 Definition of Seniority

(a) Application to Full-Time

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer. The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced (employment date). The seniority date shall also be provided on the seniority list. An up-to-date seniority list shall be sent to the Union and posted on all designated bulletin boards in January and July following the last pay period in December and June respectively unless there has been a change in the full-time complement which would result in the list being posted quarterly (January, April, July, and October). It is agreed that Employees have thirty (30) days to grieve the posted list and if no grievances are filed, it is agreed that the seniority list is deemed correct. Full-time Employees transferring from full-time to part-time shall have their seniority based on each year of seniority equals sixteen hundred (1600) hours.

Exception: The seniority date of an employee that appears on the December 2009 seniority lists (posted January 2010) will be maintained. A full-time employee transferring to part-time and vice versa, shall have their seniority converted based on the formula one (1) year equals 1600 hours worked. Under no circumstances shall a full-time employee's seniority date be any earlier than the commencement of their employment.

(b) Application to Part-Time

Seniority for part-time Employees shall be based on 1600 hours equalling one (1) year of seniority. The provisions of clauses 14:01 and 14:02 a) do not apply to part-time Employees. A part-time Employee shall be considered probationary for the first four hundred and sixty (460) hours and shall have no seniority rights during that period. The Employer shall have the right to extend the probationary period of such an Employee on a one-time basis for up to an additional two hundred and forty (240) hours worked. After the first four hundred and sixty (460) hours worked, and additional hours where applicable, such part-time Employee shall be placed upon the seniority list and he shall be credited for work performed during his probationary period. Part-time Employees transferring from part-time to full-time shall have their

seniority pro-rated on the basis of sixteen hundred (1600) hours equalling one (1) year.

The part-time seniority list shall include the Employee's employment date and the hours worked as a part-time Employee. An up-to-date seniority list shall be sent to the Union and posted on all designated bulletin boards quarterly (January, April, July, and October). It is agreed that Employees have thirty (30) days to grieve the posted list and if no grievances are filed, it is agreed that the seniority list is deemed correct.

14:03 Accumulation of Seniority

Seniority shall accumulate for full-time Employees in the following circumstances only: (Except where noted otherwise, part-time Employees will maintain seniority, but not accumulate seniority.)

- (a)** When off the payroll due to lay off, for a period of time equal to twenty-four (24) months or the length of the Employee's seniority, whichever is shorter;
- (b)** When off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave;
- (c)** For vacation and holiday pay (full and part-time);
- (d)** When actually at work for the Employer (full and part-time);
- (e)** When on maternity, parental/adoption leave. For part-time Employees, seniority lists posted under Article 14 shall continue to reflect an Employee's accrued seniority while she/he is away from work on maternity/parental/adoption leave. It is understood for part-time Employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.
- (f)** When off the payroll for Union business, the full or part-time employee will accumulate seniority based on hours they would have normally been scheduled to work or the hours they would have accumulated if they should have received a call-in.
- (g)** When off on a compensable and/or a non-compensable illness and/or disability as defined by the Ontario Human Rights Code for part-time Employees seniority lists posted under Article 14 shall continue to reflect an Employee's accrued seniority while she/he is away from work due to illness or disability. It is understood for part-time Employees, the seniority shall be equal to an average of their hours worked during the previous thirteen (13) pay periods.

14:04 Loss of Seniority

Seniority shall terminate and an Employee shall cease to be employed by the Employer when he:

- (a) Voluntarily quits his/her employment with the Employer and does not rescind his/her resignation within forty-eight (48) hours;
- (b) Is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) Is off payroll for a continuous period of twenty four (24) months except in the instance of a compensable and/or non-compensable illness and/or disability as defined by the Ontario Human Rights Code or on an approved leave;
- (d) Fails to report to work within ten (10) working days where the Employee is working or seven (7) days where the Employee is not working after being notified by registered mail mailed to the Employee's last known address by the Employer following a lay-off. It is understood that such a mailing is deemed to be received within two (2) days.
- (e) Fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
- (f) Accepts gainful employment while on an approved leave of absence.

14:05 Seniority Outside Bargaining Unit

In the event that an Employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, the Employee shall retain the seniority previously acquired up to the time of the promotion outside of the bargaining unit for a period of thirteen (13) months from assuming the Supervisory position.

ARTICLE 15 - JOB POSTING

- 15:01 (a)** In matters of promotion and staff transfers, appointments shall be made to the senior applicant who possesses the skill, ability, qualifications and experience to meet the normal requirements for the job.

When a vacancy occurs in a position in the bargaining unit or when a new position is created in the bargaining unit or when additional hours are added to an existing position in the bargaining unit, the Employer shall notify the Union in writing and shall post notice of the position for five (5) working days and any Employee in the bargaining unit may make written application therefore.

(b) A job posting shall contain the nature of the position, the general criteria required per paragraph (a) above and the appropriate wage scale. No outside advertisement for any vacancy shall be placed until the applications of members in the bargaining unit have been considered.

(c) Reapplication Limit

Where an Employee has successfully bid and has been placed in the new position, such Employee shall be disqualified from bidding on any future lateral job postings for a period of three (3) months following his/her placement in the new position unless it is mutually agreed due to extenuating circumstances. For clarity, lateral shall include moving from a full-time position within a classification to another full-time position within the same classification with the same number of scheduled hours and shift. This Article shall not apply to Employees in temporary positions. This applies to a permanent Full-Time position only.

(d) Part-time Employees who satisfy the provisions of Article 15 shall be given preference in filling full-time vacancies in preference to hiring new Employees.

(e) Trial Period

The successful applicant entering or working in a new classification shall be on trial for a period of forty-five (45) calendar days. Subject to Article 12.07, it is agreed that any vacation approved prior to the trial period will be honoured and the Employee's length of trial period will be extended by an equivalent amount. Further, any Employee who requests vacation shall receive said vacation as per Article 12.04. It is agreed that if an Employee takes a vacation period during the trial period, said trial period will be extended by an equivalent amount. Conditional on satisfactory performance, the Employee's placement shall become permanent after the completion of the trial period. In the event that the successful applicant is unsatisfactory in the position during the trial period, or if the Employer finds that the Employee is unable to perform the duties of the new position, the Employee shall be returned to the Employee's former position without loss of seniority and wage or salary of such former position. Within this period, the Employee may also voluntarily return to the Employee's former position. Any other Employee promoted or transferred because of the rearrangement of position shall also be returned to the Employee's former position without loss of seniority and wage or salary of such former position.

15:02 Applying for Temporary Positions

(a) Definition

Any Employee may apply for a temporary position. A temporary Employee will be hired only to replace a regular Employee who is absent due to sickness, accident, vacation, or leave of absence approved by the Employer, or for special tasks or projects that are mutually agreed upon by the Parties to this Agreement. When a temporary position is as a result of a leave, there shall be no decrease in hours when a position becomes temporary.

(b) Temporary Status

Where an Employee has successfully bid and has been placed in a temporary position, such Employee shall not be disqualified from bidding on any future permanent job postings. Where an Employee has successfully bid and has been placed in a temporary position, such Employee shall be disqualified from bidding on future temporary job postings for a period of three (3) months following her/his placement in the new position unless the temporary job is not expected to begin until after the three (3) months have expired or unless it is mutually agreed due to extenuating circumstances.

An existing Employee who has successfully bid and has been placed in a temporary position, shall retain all rights and privileges as follows:

- i) a full-time permanent Employee accepting a temporary full-time position or a temporary part-time position shall retain all rights as a full-time Employee;
- ii) a permanent part-time Employee accepting a temporary full-time position which is expected to exceed three (3) months, shall receive stat holiday pay in accordance with article 13.01 and shall have the option of receiving benefits and sick leave;
- iii) a permanent part-time Employee accepting a temporary part-time position shall retain all rights as a part-time Employee.

If any Employee is required to leave the current temporary position due to extenuating circumstances, the Employee will return to her permanent position.

If an Employee after three (3) months in a temporary position, applies for and is accepted into another position, the Employer will fill the balance of the 1st temporary position from the list of those who had applied for the position. This will apply for a six (6) month period from the original posting. If six (6) months have elapsed from the original posting, the position will be reposted. (Should there be less than twelve (12) weeks left to run on the temporary position, it may be filled from the part-time pool.)

If an Employee who is in a temporary position which is less than or equal to three (3) months, i.e. there is a definite end date, the Employee may apply for another temporary position that has a definite start date after the three (3) month period.

(c) Posting of Temporary Positions

If a temporary position resulting from a leave is to be extended for a period of time not to exceed one year then the present incumbent will have the first option in staying in the position before it is re-posted.

If a temporary position resulting from the implementation of a special task or project is to be extended beyond one (1) year then the job shall be posted as a permanent position as per Article 15.01

(d) Completion of Temporary Positions

When a temporary position is to end, the Employee will be given a minimum of (2) two weeks notice of the ending date. This notice will also be provided to any Employee who is replacing those in a temporary position. When the Employee is hired from outside into a temporary position, the release or discharge of such persons shall not be the subject of a grievance or arbitration. An Employee hired externally into a temporary position shall not accrue seniority during said temporary position. Nothing precludes temporary Employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his/her probation period will be credited with seniority dated back to the initial date of hire into the temporary position.

The Employer will outline to Employees selected to fill such temporary vacancies and to the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

15:03 Orientation Period

An orientation period shall be defined as a period of time where an employee is placed with a staff member to assist in the unit/department/classification, to direct or assist them in performing the duties of their position.

The employer recognizes the importance of orientating new staff. In order to promote a harmonious and safe work environment, the employer shall provide an orientation period of no less than three (3) shifts for newly hired Employees – the employee shall be orientated as to their duties on each shift.

The employer agrees to orientate existing Employees transferring out of department or changing shifts based on individual needs.

ARTICLE 16 – LAYOFF AND RECALL

16:01 Definition of Layoff

In the event of a layoff in a classification and/or department, Employees shall be laid off in the reverse order of their seniority and shall be recalled from layoff in the order of their seniority subject only to their qualifications and ability to perform the work available.

Full-time and Part-Time Employees

Layoffs under the provision of this Collective Agreement shall include the elimination of a position and/or a reduction of daily or biweekly hours of any full-time or part-time employee.

16:02 Notice of Layoff

(a) In the event of a proposed lay off of less than thirteen (13) weeks:

The Employer shall notify Employees who are to be laid off ten (10) working days before the layoff is to become effective. If the Employee laid off has not had the opportunity to work ten (10) full days after notice of layoff, then he shall be paid in lieu of work for that portion of the ten (10) days during which work was not made available to him.

(b) In the event of a proposed layoff of a permanent or long term nature of thirteen (13) weeks or more, the Employer will:

(i) Provide the Union with no less than three (3) months' written notice of the proposed layoff; and

(ii) Provide to the affected Employee(s), if any, no less than three (3) months written notice of lay off, or pay in lieu thereof, including any Employees who may be bumped.

Note: Where the proposed layoff results in subsequent displacement of a member(s) of the bargaining unit, the original notice to the union provided in (1) above shall be considered notice to the union of any subsequent layoff, and the original notice to any Employee(s) in (2) above shall be considered notice to any Employees who are subsequently bumped.

16:03 Layoff Procedure

The parties agree to meet to discuss the method of implementing the layoff with a view to minimizing the number of displacements.

An Employee in receipt of notice may:

(a) Accept the layoff; or

(b) Opt to retire, if eligible under the terms of the OMERS Pension Plan; or

(c) Displace another Employee who has less bargaining unit seniority in a lower or identical paying classification in the bargaining unit if the Employee originally subject to the layoff is qualified to perform the work of the Employee to be displaced. An Employee so displaced shall be deemed to be laid off. An Employee who chooses to exercise the right to displace another Employee shall advise the Department Head of his/her intention to do so and the position claimed within five (5) days after being notified of the layoff.

(d) The employer agrees to post vacancies per the job posting procedure, allowing Employees on recall to participate in the posting procedure. Should the position not be filled via the job posting procedure, an Employee shall have the opportunity of recall from a lay off to an available opening in order of seniority, provided he or she is qualified and able to perform the work. In

determining the ability of an Employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary or unfair manner.

- (e) An Employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (g) The Employer shall notify the Employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work and the rate of pay. The Employee is solely responsible for his or her proper address being on record with the Employer.
- (h) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (i) No Full-Time Employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time Employees.
- (j) In the event of a layoff of an Employee, the Employer shall pay its share of insured benefit premiums for the duration of the three month notice period provided for in Article 16:02.
- (k) The Employee may, if possible under the terms and conditions of the Insurance Benefits Programs, continue to pay the full premium cost of a benefit or benefits for up to six (6) months following the end of the month in which the layoff occurs. Such payment can be made through the payroll office of the Employer provided that the Employee informs the Employer of his or her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

ARTICLE 17 - LEAVES OF ABSENCE

17:01 General Leave of Absence

The Employer may grant leave of absence without pay and with accumulation of seniority for full-timers and no loss of seniority for part-timers, for a minimum of one (1) week up to a maximum of one (1) year only to any Employee requesting such leave for good and sufficient cause. All such requests shall be in writing and shall be subject to the approval of the Administrator or her/his designate,

which approval shall not be unreasonably withheld. The Employer agrees to reply within five (5) working days to a request under this clause provided the request is made at least three (3) weeks prior to the time requested for the leave of absence.

17:02 Pregnancy and Parental Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended or as covered under this Collective Agreement.

1. Pregnancy Leave

- (a) (i)** An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter, Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.

The Employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate from a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- (ii)** The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

- (iii)** The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate from a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 17:02 (2) Parental Leave.

- (b)** An Employee who does not apply for leave of absence under 17:02 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 17:02 (1) (a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate from a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his/her opinion, delivery will occur, or, the actual date of her delivery.

- (c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the Employee elects, in writing, to continue her share of the premiums and pays her portion by the fifteenth (15th) of the month that the premiums are due.
- (d) An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. On her return to work the Employer shall reinstate the Employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began.

All Employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent positions.

- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of 17:02 (d).
- (f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits can not be used.
- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice in writing that she intends to take parental leave.

2. Parental Leave

- (a) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into 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 or thirty-seven (37) weeks in duration if she did not.
- (d) An Employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks' written notice of the date the leave is to begin.
- (e) For the purposes of Parental Leave the provisions under 17:02 (a) (iii), (c), (d), (e), (f), and (g) shall also apply.
- (f) An Employee may end a parental leave earlier than planned by providing at least four (4) weeks of written notice of the date on which the leave is to end.

17:03 Paid Bereavement Leave

Full Time Employees

Where a death occurs in the immediate family of a permanent Employee who has acquired seniority, he/she shall be granted a leave of absence without loss of pay of five (5) working days. In the event of the death of an Employee's family member, the Employee shall be granted a leave of absence without loss of pay of three (3) working days. In the event of the death of an Employee's extended family member, the Employee shall be granted a one (1) day leave of absence from work, without loss of pay, for attending the funeral/memorial.

Part Time Employees

Where a death occurs in the immediate family of a permanent Employee who has acquired seniority, he/she shall be granted a leave of absence without loss of pay from scheduled or call-in shifts of up to five (5) calendar days. In the event of the death of an Employee's family member, the Employee shall be granted a leave of absence without loss of pay of up to three (3) calendar days. In the event of the death of an Employee's extended family member, the Employee shall be granted a one (1) day leave of absence from work, without loss of pay, for attending the funeral/memorial.

Where the funeral takes place outside of the province and the Employee attends the funeral, such leave shall also include reasonable traveling time, not to exceed seven (7) days without pay.

Bereavement leave as above will apply to a part-time Employee.

Definition – Immediate Family

Spouse – common law

Son, daughter, parent, current step-parents, step-child

Sister, brother
 Mother and father in-law
 Son and daughter in-law
 Current grandparents
 Current grandchild

Definition – Family

Sister, brother in-law
 Great grandparents
 Guardian
 Ward

Definition – Extended Family

Aunt, Uncle
 Niece, Nephew

17:04 Paid Jury or Court Witness Duty Leave

If an Employee is required to serve as a Juror in any Court of law, or is subpoenaed as a witness by the Crown, or is required by subpoena to attend a Court of law or Coroner's inquest in connection with a case arising from the Employee's duties at Golden Plough Lodge, the Employee shall not lose regular pay because of such attendance provided that the Employee:

- (i) Notifies the Employer immediately on the Employee's notification that he/she will be required to attend at Court.
- (ii) Presents proof of service requiring the Employee's attendance.
- (iii) Deposits with the Employer, the full amount of the compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

ARTICLE 18 - SICK LEAVE

(This provision applies to full-time Employees Only)

18:01 (a) Permanent Employees shall be allowed sick leave credits on the basis of one (1) day for each full month of employment. No credit shall be given to an Employee in any month in which the Employee is absent from work without leave for any period of time in that month.

If the Employees start date is prior to the 14th day of the month (inclusive) they shall be entitled to one (1) sick leave credit, credited to the 1st day of the following month. If the Employee's start date is after the 15th day of the month, one-half ($\frac{1}{2}$) day sick leave credit shall be credited to the 1st day of the following month.

(b) When an Employee is unable to report to work because of illness, the Employee shall normally, no later than two (2) hours before the Employee is

scheduled to be at work, inform the Employee's Supervisor or the Nurse in Charge that the Employee will not be at work and the probable duration of the length of absence.

(c) Proof of Illness

Sick leave with pay is only payable because of illness, including illness related to stress and mental well-being. Sick leave with pay is payable when an Employee attends to a medically required appointment with a specialist and/or is scheduled for medically required testing/procedure including but not limited to colonoscopy or scope of any nature: MRI, CT Scan. The Employer may ask for a medical certificate in its discretion and in any event an Employee absent more than three (3) days must produce proof of sickness in the form of a medical certificate.

The Employer agrees to reimburse Employees for the physician's cost in obtaining a medical certificate upon production of valid receipt.

(d) Sick Leave Credits While on WSIB Compensation

The Employer agrees to continue to permit Employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credit following settlement of the claim and the payment by the Board.

(e) Reinstatement After Sick Leave

Any Employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that she/he is fully recovered from the sickness which caused his/her absence.

(f) Full-time Employees transferring to temporary part-time shall be permitted to use up to four (4) accumulated sick leave credits when absent due to illness.

ARTICLE 19 - HEALTH BENEFITS

19:01 Benefits - Full-time Employees

The following benefits apply to all permanent full-time Employees who have completed their probationary period.

(a) The Employer agrees to continue its Group Life Insurance Plan in the amount of two (2) times salary with premiums payable one hundred percent (100%) by Employer. This shall include an Accidental Death and Dismemberment (AD+D) rider at two times (2x) the annual salary.

(b) The Employer agrees to continue its Industrial Alliance (Drug Plan) or equivalent and continue to pay one hundred percent (100%) of the premiums.

The employer shall provide for Registered Masseur, Chiropractor, Osteopath, Chiropodist, Podiatrist, and Naturopath, maximum amount allowable \$400 per person per calendar year. No limit per visit. Effective upon ratification,

physiotherapy increases to a maximum amount allowable of \$500 per person per calendar year.

- (c) The Employer agrees to contribute one hundred percent (100%) of the billed premiums toward coverage of all permanent Employees who have completed their probationary period under the current Industrial Alliance Dental Plan or comparable coverage with another carrier (based on current O.D.A. fee schedule as it may be updated from time to time) subject to the terms and conditions of such plan. The employer shall provide for major restorative dental benefits, coinsurance 75% employer, 25% employee. Annual maximum \$1000 for major restorative dental benefits per insured person. Effective January 1, 2017, the employer shall provide for major restorative dental benefits on the basis of 75% reimbursement of eligible charges up to an annual maximum of \$2500.00 per insured person. The employer shall provide for orthodontal coverage for dependents only, on the basis of 75% reimbursement of eligible charges to a maximum of \$1500 per person per lifetime.
- (d) A **Vision Care Plan** which will pay three hundred and fifty dollars (\$350.00) per family member every twenty-four (24) months for the purchase of eye glasses or contact lenses; an employee may opt to apply the vision care quantum towards corrective laser eye surgery. Payment for eye care exams up to one hundred (\$100.00) per family member every twenty-four (24) months. Premiums payable One Hundred Percent (100%) by the Employer.
- (e) A **Hearing Aide** reimbursement at five hundred dollars (\$500.00) every five (5) years.
- (f) A **Long Term Disability Plan** providing seventy-five percent (75%) of monthly earnings to a monthly maximum of \$5,000.00. The Employer agrees to contribute Seventy-Five Percent (75%) of the billed premiums with the balance of the monthly premium being paid by the Employee through payroll deduction.

The County will contribute 100% of the cost of premiums of all fringe benefits for a period of two (2) years from commencement of disability. Thereafter, Employees may continue on the plans provided the premium costs are paid by the Employee and the Employee is in receipt of Long Term Disability benefits.
- (g) Full details of the above mentioned plans are as per the Master Plans between the County and its insurance carriers.
- (h) In the event a change in any insurance carriers or any major benefit affecting the Employees in this bargaining unit, the Employer shall notify and meet with the Union in advance of any change to fully discuss same. The Employer further agrees that any such change will not result in the reduction of any coverage currently in existence.

19:02 Benefits Application to Part Time

- (a) Following probation, a part-time employee shall receive in lieu of all fringe benefits an amount equal to thirteen percent (13%) of her straight time hourly rate for all straight time hours paid.
- (b) Grandfathering exists for all part-time Employees who, as of February 9, 2004, receive benefits instead of percentage in lieu. The Employer will pay seventy-five percent (75%) of the premium cost therefore, provided the Employee works at least eight (8) days in the month in which the premium is paid.
- (c) Employees hired after June 1, 2004 who enrol in the full-time benefit program as a result of a full-time posting and return to part-time status will not be entitled to continue to participate in the benefit program. Those Employees who return to part-time status will receive thirteen percent (13%) in lieu of benefits.

19:03 Employee Assistance Plan

The Employer agrees to maintain an Employee Assistance Program (EAP) available to all Employees.

ARTICLE 20 - GENERAL**20:01 Bulletin Boards**

The Employer agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Employer for the Union's use. It is agreed, however, that such notices must first be approved by the Employer.

20:02 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer or designate of the County and Secretary of the Local Union.

20:03 Wherever the single or masculine is used in this Agreement, it shall be considered as though the plural or feminine has been used; where the context so requires.

20:04 Maintenance Department Employees will not be required to supply their own tools in performance of their normal duties.

20:05 Payroll Deduction Savings Bonds

The Employer agrees to make payroll deductions from the pay due to an Employee where such deductions are authorized in writing by the Employee for the purpose of savings bond purchases.

20:06 Health and Safety

- (a) The Employer, the Union and the Employees agree to abide by the *Occupational Health and Safety Act, 1990*. The Employer agrees that any training shall be provided by any reputable certified trainer.
- (b) Both parties recognize workload issues may arise from time to time and therefore the parties shall encourage the staff to use the workload review form.

20:07 Change in Classification

When the duties of any job are substantially changed, or when a new job is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first challenged by way of grievance.

20:08 (a) Uniform Allowance

Employees required to wear uniforms shall receive Fifteen Dollars (\$15.00) per month allowance, part-time Employees are entitled to this allowance if they work eight (8) days in a month. The above allowance will apply to Employees in the Life Enrichment Department who normally wear street clothes. Effective January 1, 2015, uniform allowance increases to twenty dollars (\$20.00) per month.

(b) Meal Allowance

All Employees required to work more than two (2) hours past their normal quitting time, shall qualify for a meal allowance to a maximum of Ten Dollars (\$10.00). The Employee shall submit a receipt for such meal and will be reimbursed through payroll.

(c) Expenses – Activation

Employees incurring expenses while performing their duties in activation shall be reimbursed for all pre-approved expenses with the proper receipts.

20:09 Labour Management Committee**Establishment of Committee**

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the Employees.

Function of the Committee

The Committee shall concern itself with the following general matters:

1. Considering constructive criticism of all activities so that better relations shall exist between the Employer and the Employees.

2. Reviewing suggestions from Employees, questions of working conditions and service (but not grievances concerned with service).
3. Correcting conditions causing grievances and misunderstanding.

Meeting of Committee

The Committee shall meet at least quarterly or as need arises at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Committee

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons. The Joint Chairpersons shall each receive two (2) signed copies of the minutes within three (3) weeks following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

20:10 Annual Membership Fee – R.P.N.

Registered Practical Nurses (R.P.N's) are required to present to the Director of Care, or her designate, their current Proof of Fee Payment for Annual Membership before January 1st of each year. For purposes of clarity, "designate" includes, but is not restricted to, Ward Clerk, Scheduling Clerk and Associate Director of Care.

20:11 Notification of Change of Address

It shall be the duty of each Employee to notify the Employer promptly of any change in address. If an Employee fails to do this, the Employer will not be responsible for failure of a notice to reach such Employee.

20:12 Production of Collective Agreement

The Employer shall cover fifty per cent (50%) of the cost of the production of the Collective Agreement and the Union shall ensure that all current Employees receive a copy.

20:13 In-Service Training and Meetings

Should the Employer require attendance at meetings, in-services, training sessions, and any other meetings, including educational or upgrading which are separate from the normal duties of the Employee's classification, all hours spent shall be considered time worked and paid at the Employee's appropriate rate of pay. It is agreed that any costs of said meetings and/or training shall be paid by the Employer.

20:14 Influenza Vaccine

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

- a) Employers recognize that Employees have the right to refuse any required vaccination.
- b) If an employee refuses to take the vaccine required, under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave. If an employee is placed on unpaid leave, she or he can use vacation credits in order to keep her or his pay whole.
- c) If an employee refuses to take the vaccine because it is medically contraindicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other Employees.
- d) If an employee gets sick, as a result of the vaccination, and applies for WSIB, the employer will not refuse to submit the claim.
- e) If the full cost of such influenza vaccine is not covered by some other source, the employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, Employees will be provided with information, including risks and side effects, regarding the vaccine.
- f) This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

20:15 Notice of Resignation or Retirement

It shall be the duty of each Employee to provide the Employer with a minimum of two weeks' notice when intending to resign or retire.

ARTICLE 21 - JOB SECURITY

21:01 The Employer agrees to review any technological changes that result in the alternation of any bargaining unit position.

21:02 Restrictions on Contracting Out

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a layoff of any Employees, other than casual part-time Employees follows.

Contracting out to an Employer who is organized and who will employ the Employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.

21:03 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work if, as a result, a layoff of any bargaining unit Employees, other than casual part-time Employees follows.

21:04 Professional Responsibility - Workloads

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well being of all staff and recognizes the inherent worth and dignity of every Employee. The Employer further recognizes that the issue of workload is of serious concern to bargaining unit members.

Employees are encouraged to raise their concerns with their immediate supervisor. In the event that the workload concern is not resolved to the Employee's satisfaction, the Employee may submit their concerns to either the Joint Health and Safety Committee or the Labour Management Committee.

The parties agree that resident care is enhanced if concerns relating to professional practice, resident acuity, fluctuating workloads and fluctuating staffing are resolved in a timely and effective manner.

In the event that an Employee or group of Employees, are assigned a workload which is inconsistent with proper patient care, they shall express their concerns to their Supervisor. The Employee shall complete a "Workload Review Form" which shall be provided to the Supervisor and to the Union. The Workload Review Form will be attached as a Letter of Understanding to the Collective Agreement.

The intent of this process is not to find a reason to discipline Employees who submit workload review forms or to report them to a governing body.

ARTICLE 22 – TERM OF AGREEMENT

22:01 This Agreement shall remain in full force from the date of ratification by both parties until December 31, 2017 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish other with notice of termination of, or proposed revision of, this Agreement.

ARTICLE 23 – RETROACTIVITY

23:01 Retroactive payment to be made within forty-five (45) days of date of the Memorandum of Settlement employed at date of ratification and applied to wages only on the basis of all hours paid. If an Employee has left his or her employment prior to date of ratification, the Employer shall advise the Employee by notice, in writing, to the last known address of the Employee on the records of the Employer and the Employee shall have thirty (30) days from the posting within which to claim any payment due to him or her and failing claim for payment, the Employer shall not be further obliged for payment to such Employee. All retroactive monies will be paid by separate cheque. An itemized statement of hours and rate of pay covering the period will be provided within forty-five (45) days of ratification.

Dated this _____ day of _____, 2016.

**Signed on behalf of the
Canadian Union of Public Employees
and its Local 1748**

**Signed on behalf of the
The County of Northumberland
Golden Plough Lodge**

SCHEDULE A: WAGES & CLASSIFICATIONS

LEVEL	JOB TITLE
7	Registered Practical Nurse
6	Lead Hand Cook Life Enrichment Aide Environmental Support Person
5	Personal Support Worker/ Health Care Aide
4	
3	Handyperson Dietary Aide Housekeeping Porter
2	Laundry Aide Housekeeping Aide

WAGES AND CLASSIFICATIONS 2016

January 1, 2016							
LEVEL	FROM	TO	START	AFTER PROBATIONARY PERIOD	AFTER 1 YEAR SERVICE	AFTER 2 YEARS SERVICE	AFTER 3 YEARS SERVICE
7	624	685	28.28		28.59	28.91	29.47
6	564	623	23.43	24.15	24.87	25.67	
5	504	563	23.31	24.04	24.79	25.55	
4	444	503					
3	384	443	21.68	22.27	22.82	23.47	
2	324	383	19.69	20.31	20.95	21.58	
1							

Part-time Employees shall progress on the wage grid as follows:

- After Probation = after 460 hours;
- After 1 year of service = 1600 hours paid;
- After 2 years of service = 3200 hours paid;
- After 3 years of service = 4800 hours paid.

LEVEL	JOB TITLE
7	Registered Practical Nurse
6	Lead Hand Cook Life Enrichment Aide Environmental Support Person
5	Personal Support Worker/ Health Care Aide
4	
3	Handyperson Dietary Aide Housekeeping Porter
2	Laundry Aide Housekeeping Aide

WAGES AND CLASSIFICATIONS 2017

January 1, 2017							
LEVEL	FROM	TO	START	AFTER PROBATIONARY PERIOD	AFTER 1 YEAR SERVICE	AFTER 2 YEARS SERVICE	AFTER 3 YEARS SERVICE
7	624		28.77		29.09	29.42	29.99
6	564	623	23.84	24.57	25.31	26.12	
5	504	563	23.72	24.46	25.22	26.00	
4	444	503					
3	384	443	22.06	22.66	23.22	23.88	
2	324	383	20.03	20.67	21.32	21.96	
1							

Part-time Employees shall progress on the wage grid as follows:

- After Probation = after 460 hours;
- After 1 year of service = 1600 hours paid;
- After 2 years of service = 3200 hours paid;
- After 3 years of service = 4800 hours paid.

LETTER OF INTENT
between
THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1748

Re: Part-time PSW Positions in Nursing

The Parties agree on a trial basis to implement a process in the Nursing Department whereby the number of part-time HCA/PSW positions is capped at fifty-four (54). Notwithstanding the foregoing, the existing number of part-time PSW positions may be continued at the Employer’s discretion. It is agreed that by seniority, as many of these positions as possible will be offered to Employees as permanent lines on the master rotation. Any Employee within the 54 who has not been placed on a permanent line shall remain as a part-time Employee and shall be prescheduled hours as per 11.03 (i).

The Parties agree to review this process in Labour Management upon request by either Party and agree that any change to this process be by mutual consent.

Dated this _____ day of _____, 2016.

**Signed on behalf of the
Canadian Union of Public Employees
and its Local 1748**

**Signed on behalf of the
The County of Northumberland
Golden Plough Lodge**

LETTER OF INTENT
between
THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1748

Re: Use of Volunteers in Life Enrichment

The Parties agree that the use of volunteers in the Life Enrichment department will be in keeping with Article 1.04 1). Further, the Parties agree that volunteers provide a valuable contribution to the welfare of the residents at Golden Plough Lodge. The Employer shall submit to the Union at Labour Management meetings as requested the following information regarding volunteers:

1. The name (where known) and work done by the volunteer;
2. The number of hours worked by each volunteer over the past month;

Further, the Parties agree to the following:

3. Volunteers in Life Enrichment will be allowed to do the following work:
 - (a) Work not part of job description of any CUPE member working in the Life Enrichment Department;
 - (b) Working in the “Tuck Shop”;
 - (c) Assisting CUPE members with portering, when requested, to special events within GPL;
 - (d) One to One friendly visits with residents;
 - (e) Assisting and organizing monthly birthday parties;
 - (f) Conducting library services including reading to residents;
 - (g) Assisting in pastoral/religious needs including portering to outside services;
 - (h) Musical performances but not musical therapy;
 - (i) Work in emergency situations; and
 - (j) Other tasks as agreed upon by CUPE.

Volunteers will not be allowed to do any work which interferes with the programming of residents performed by CUPE members in the Life Enrichment Department.

Dated this _____ day of _____, 2016.

**Signed on behalf of the
Canadian Union of Public Employees
and its Local 1748**

**Signed on behalf of the
The County of Northumberland
Golden Plough Lodge**

LETTER OF INTENT
between
THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1748

Re: Workload Review Form

Employees to complete all sections.

Date/Time of the Occurrence: _____

Date Form was submitted to Supervisor: _____

Type of work being performed: _____

Number of Staff on duty: _____ Usual Number of Staff: _____

I/We the undersigned believe that I was/we were given an assignment that was excessive or inconsistent with quality resident care and/or created an unsafe working environment for the following reasons. (Provide brief description of problem/assignment below.)

To correct this problem, I/We recommend: _____

Signature of Employee(s) _____ Print Name _____

Name/Title of immediate Supervisor notified: _____

Date/Time of Notification: _____

Response: _____

I/We do not agree with the resolution of our concern:

Signature of Employee(s) _____ Print Name _____

Manager's Response (if necessary)

Signature _____

I/We do not agree with the resolution of our concern: _____

Signature of Employee(s)	Print Name	Date
_____	_____	_____

Follow up by Manager if required _____ Date _____

Dated this _____ day of _____, 2016.

**Signed on behalf of the
Canadian Union of Public Employees
and its Local 1748**

**Signed on behalf of the
The County of Northumberland
Golden Plough Lodge**

LETTER OF INTENT
between
THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE
and
CANADIAN UNION OF PUBLIC EMPLOYEES
and its Local 1748

Re: Return to Work Program

The parties agree to the following to be included as part of the Collective Agreement:

It is the mutual desire of the parties to assist in the rehabilitation of ill or injured Employees and to ensure their return to meaningful employment and the resumption of an active role in the workplace.

The parties will make reasonable efforts to place disabled Employees in their regular classification. The full range of accommodation will be considered to enable Employees with disabilities to perform the core duties of their positions. If this is not possible, the parties will cooperate in finding suitable alternative employment.

In complex cases when Employees may need to be accommodated outside their classification or if representation is requested by the Employee, the parties agree to establish a Joint Return to Work Core Committee consisting of the President of the Local or his or her designate and a Human Resources representative, who will serve as Co-chairpersons. The Committee will be augmented by, but not limited to, the manager from the Employee's work location, an Occupational Health Services representative and the Employee. The Occupational Health Services representative will serve as the Committee's liaison with the treating physician, rehabilitation specialists, etc.

Where the Employee cannot be accommodated in their regular classification, the Core Committee will meet for the purpose of reviewing and recommending appropriate individual case strategies for:

1. The safe and successful return of disabled workers to the workplace as soon as possible after an illness or accident, whether work-related or not.
2. The return to productive and gainful employment, where practicable, for those Employees who have become incapable of fully performing the core duties of their own classification but who are medically certified as capable of performing duties of another classification.

Dated this _____ day of _____, 2016.

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Re: Call-In Procedures for all departments

GLOSSARY OF TERMS

Call-in: Any shift that comes available after the schedule is posted.

Available Staff: All those who have indicated their availability and under normal circumstances are available to work the shift.

Non-Available Staff:

Staff who are working;
Staff on medical/sick leave, jury duty, union leave, vacation, or any other authorized leave.

Availability Sheets:

All part-time Employees must submit their availability monthly, at least two (2) weeks prior to the date the next schedule will be posted. (see Appendix A).

PRINCIPLES

A call-in is any shift that comes available after the schedule is posted. Shifts may be offered in blocks up until the senior employee reaches as close as possible to seventy-five hours or ten (10) shifts bi-weekly. A call-in shift is offered one at a time only where the senior employee eligible does not immediately answer the call and where there is less than forty-eight (48) hours notice.

The Employer will utilize an electronic scheduling program. Call-ins must be recorded in the system. Call-ins will be documented and retained for the length of the schedule.

All shifts will be offered by seniority and the following principles will be followed:

1. Full-time Employees who are not scheduled to work seventy-five (75) hours or ten (10) shifts biweekly until such time as they reach the limit without incurring overtime who have indicated their availability for the shift;
2. Part-time Employees, who have not been scheduled up to seventy-five (75) hours or ten (10) shifts without incurring overtime costs, who have indicated their availability for the shift;
3. Casual Employees will be called after number 1 and 2 above, prior to overtime being incurred.

4 Out of classification without incurring overtime costs.

Shifts Incurring Overtime

If overtime will be incurred, the Employer shall offer the overtime shift to the Employee, by seniority, who would incur the least amount of overtime (see Appendix B, page 53) with part-time Employees being offered the shift prior to full-time Employees, overtime costs being equal.

5. Part-time Employees who would incur the least amount of overtime will next be called;
6. Full-time Employees who would incur the least amount of overtime will next be called;
7. Casual Employees who would incur the least amount of overtime will next be called.

Note: Last resort will be Employees working a double.

PROCEDURE

- 1) When the absence is reported the person who takes the call will first complete the Absence Report Form.
- 2) Mark the absence and reason on the master schedule in the electronic scheduling program.
- 3) Check the master schedule to see who is eligible for the call.
- 4) Making the call:
 - Allow the one designated telephone number to ring six (6) rings and/or send a text message.
 - If a message is left or there was no answer, record in the electronic scheduling program.
 - Continue on with the call-ins.
 - When there is an acceptance, document the response. (Note callbacks with time, even if the shift is gone.)
 - Document as to who will be working the shift.
 - Inform the unit of the absence and the name of the replacement.
- 5) Document the shift on the Schedule in the electronic scheduling program by the appropriate staff name and under the correct date.
- 6) Call-ins may be made several weeks in advance.
- 7) When the call-in comes in outside of normal office hours, the staff will only complete the necessary call-ins to cover until the designated scheduling personnel are available. All staff performing the call-ins must follow this call-in procedure.

- 8)** When calling to cover a weekend shift that is less than a week away, or a week day shift that will occur within forty-eight (48) hours, Employees who do not answer lose the 'call in opportunity' for that shift unless they call back before the shift is filled. Statutory holidays connected to the weekend are considered part of the weekend shift.
- 9)** Staff may be called more than once a day and this will be tracked through documentation.
- 10)** Busy signals and answering machines (unless the message states they are accepting GPL shifts) are considered refusals unless the Employee phones back before the shift is filled.

APPENDIX A – Availability Sheet
Golden Plough Lodge
Call-In Availability Sheet

Date: _____

Name: _____

Position: _____

A part-time employee must be available for a minimum of two (2) shifts bi-weekly for which she has indicated availability and for which she has been scheduled. A part-time employee shall not refuse scheduled shifts for which she has indicated her availability unless there are acceptable extenuating circumstances.

I AM AVAILABLE TO BE SCHEDULED ON THE FOLLOWING DATES ON THE NEXT SCHEDULE:

I am available to work (Scheduled SHIFTS and call-ins) on the following shifts:
(please CIRCLE all applicable)

Days Evenings Nights

Please indicate an acceptable time to call your home:

Latest time in the evening: _____

Earliest time in the morning: _____

I AM AVAILABLE for CALL-INS on my weekend off (Not X'd W/E) YES NO

I AM AVAILABLE TO BE SCHEDULED ON MY STRAIGHT TIME WEEKEND OFF (Not X'd w/e)

YES

NO

May we give your phone number to other staff that are wanting to trade a shift with you? please initial if yes

APPENDIX B - Scenarios**Scenarios to be followed only if current overtime policy permits**

	Situation	Possible Solutions	Where to Document
1	Staff who have worked within the last eight (8) hours or will be working within the next eight (8) hours.	After all other staff are called you may go back and call staff who are scheduled this way.	Sheet 'B' only that they were called. If shift is accepted, document it on Sheet 'A', as well, in staff's first blank space
2	X'd week end	May be called provided they have not worked the previous weekend and are not scheduled for the upcoming weekend. Check the previous schedule as necessary	Sheet 'B' only that they were called. If the shift is accepted, document it on Sheet 'A' in staff's first blank space
3	6 th day - if the call in will create six (6) days in a row (If not including a traded shift.)	Only when all other non-scheduled part-time staff are called and after full-time and casuals have been asked.	Sheet 'B' only that they were called. If the shift is accepted, document it on Sheet A in staff's first blank
4	A double will be offered only if this creates the least amount of overtime or if all other avenues have been exhausted.	Staff that were not eligible previously will be called in order of seniority, starting from the top of the part-time staff list.	Document on Sheets 'B' and on 'A' if accepting shift
5	Staff in the building when calling for another day.	Every effort should be made to find the staff member. Ask RN to locate the staff and have them call the scheduling person.	Document as appropriate
6	<u>Traded shifts</u> The person who assists their co-worker with a trade is eligible to work on the traded day.	If eligible for call in then follow that procedure. If ineligible then follow that procedure.	As appropriate for their eligibility

The Parties agree that the above Letter of Understanding (pages 1-6 inclusive) shall be implemented once ratified by the Union membership.

The Parties agree that the above Letter of Understanding (pages 1-6 inclusive) shall form part of the Collective Agreement.

Dated this _____ day of _____, 2016.

**Signed on behalf of the
Canadian Union of Public Employees
and its Local 1748**

**Signed on behalf of the
The County of Northumberland
Golden Plough Lodge**

LETTER OF INTENT
between
THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE
and
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and its Local 1748

Re: Normal Daily Hours of 7.5 Hours

The existing 7.5 hour positions shall not be reduced during the life of the collective agreement.

Dated this ____ day of _____, 2016.

**Signed on behalf of the
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**Signed on behalf of the
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LETTER OF UNDERSTANDING
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Re: Retirees' Benefits

Employees retiring with twenty (20) years' of service, within the County of Northumberland or any area municipalities, and age sixty (60) shall be entitled to Medical, Dental and Vision Benefits as identified under the current Plan. Employees would also be entitled to Life Insurance, to a maximum of ten thousand dollars (\$10,000). This Letter of Understanding will be effective for the term of the Contract. All Benefits cease at age sixty-five (65).

Employees retiring before age sixty (60) and having accumulated twenty (20) years of service, within the County of Northumberland or area municipalities, must purchase the benefits as outlined above immediately upon retirement from the County under the condition that the Employee would be responsible for one hundred percent (100%) of the cost up to age sixty (60). The County would then assume one hundred percent (100%) of the cost to age sixty-five (65).

Dated this _____ day of _____, 2016.

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Re: Food Service Worker Training Course

Whereas the Ministry of Health and Long Term Care revised the standards for Dietary Services effective January, 2007; and

Whereas the Ministry of Health and Long Term Care now requires that 100% of new hires for the position of Food Service Worker (Dietary Aide) must have completed or be enrolled in a Food Service Worker (FSW) training program offered by an established College; and

Whereas the Parties agree that it is the mutual interest of the Union and the Employer to encourage Employees to take the FSW training program;

Therefore the parties agree to the following:

All Employees listed below will not be considered unqualified for any job they apply for within the Dietary Department for the reason that they do not have the FSW course. For clarity, this includes the situation where Employees listed below leave the department and afterwards apply to return during the term of this collective agreement.

Current Employees are:

Kevin Jessup, Ruth Francis, Donna Marshall, Wendy Patfield.

Agreed in Cobourg _____ day of _____, 2016.

**Signed on behalf of the
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LETTER OF UNDERSTANDING
between
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Re: Scheduling

Within thirty (30) days following ratification, the parties will schedule a meeting of the Scheduling Committee.

Dated this _____ day of _____, 2016.

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Re: On Call, Environmental Support Person

The employee in the classification of Environmental Support Person will be required to be part of an on call rotation. “On call” refers to time periods during which a designated employee must be available and able to respond, within a reasonable time, to resolve an unexpected problem or issue.

The Environmental Services Manager is responsible for scheduling the employee for on call duty and the schedule will be posted in accordance with Article 11.03 (a) of the collective agreement. On call responsibility will be shared with the Environmental Support Person, the Environmental Services Supervisor and the Environmental Services Manager.

The employer will make every attempt to schedule the Environmental Support Person for on call duty on the off hours of their regularly scheduled shift. For clarity, the Environmental Support Person will not normally be scheduled for on call on their scheduled days off.

The employee assigned to be on call is not required to stay at home, but he must ensure that he can be contacted and is able to respond within a reasonable time. A reasonable response time if a phone call is required is 15 minutes. If it is necessary to report to the Golden Plough Lodge, a reasonable response time is up to one hour. If minimum response times are not met, the employee is ineligible for on call pay.

An employee assigned to be on call cannot engage in any activity that would impair judgment or prohibit a response while on call. When Employees are on call they must be available for work in a variety of ways including:

They may be required to leave home or the place where they are contacted and travel to work to deal with situations that require their presence

They may be required to deal with problems by working from home.

Employees designated for on call duty on a per-day basis will be paid an allowance of \$28.57 per day for all hours that he is required to be on call on the specified day. On call duty is not subject to overtime provisions.

In the event an employee who is on call must leave his home or the place where he is contacted and travel to work, a minimum of three (3) hours call in pay will be provided in accordance with Article 11:07 (b). This is in addition to the on call rate. If an employee is called to do work and the work-related request or problem is resolved from home, the

employee does not receive call in payment unless the time required is greater than one (1) hour.

Dated this _____ day of _____, 2016.

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Re: Safety Footwear

As of April 30, 2014, employees in the classification of Handyperson and Environmental Support Person will be required to wear safety footwear. Footwear specifications must meet (CSA) Z195-02 standard that issues protective footwear guidelines for Canadian workers, with the green triangle.

The employer will provide a voucher which will cover up to \$100 for the purchase of appropriate protective footwear for the term of the current collective agreement.

Dated this _____ day of _____, 2016

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