

COLLECTIVE AGREEMENT

Between:

CORPORATION OF THE COUNTY OF LAMBTON
- MARSHALL GOWLAND MANOR -

– And –

UNIFOR AND ITS LOCAL 302



April 1st 2026 — March 31st 2029

**CORPORATION OF THE COUNTY OF LAMBTON
(MARSHALL GOWLAND MANOR)**

(Hereinafter Called The "Company")

AND

**UNIFOR
LOCAL 302**

(Hereinafter Called The "Union")



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ARTICLE 1 — GENERAL PURPOSE

- 1:01 The general purpose of this Agreement is to establish and maintain bargaining relations between the Employer and its employees, and to provide an orderly procedure for the prompt and equitable disposition of grievances, and set forth provisions relating to hours of work, wages and working conditions at MGM, referred to herein.

ARTICLE 2 — UNION RECOGNITION

- 2:01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all the employees in the bargaining unit defined in the Certificate of the Ontario Labour Relations Board dated November 28, 1974, save and except supervisors, persons above the rank of supervisor, registered nurses, persons regularly employed for not more than 24 hours per week, students employed during the school vacation period and office staff.
- 2:02 Since the Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit, the Employer agrees that it will not enter into any other agreement with employees, either individually or collectively which will conflict with any of the provisions of this Agreement.
- 2:03 No person outside the bargaining unit shall perform work normally performed by members of the bargaining unit except:
- (a) in cases of emergency;
 - (b) when instructing other employees;
 - (c) when performing experimental work;
 - (d) when regular employees are not available due to being late for work or absent from work;
 - (e) in other circumstances, upon obtaining consent of the Union.
- 2:04 Temporary Employees may be utilized to fill the following absences after Article 22 (Job Posting of Job Vacancies) has been exhausted by the Employer and it has been determined that there are no interested internal bargaining members.
- a) Temporary employees are those individuals employed by the Corporation for defined periods of absence as:
 - 1. to replace a person transferred or seconded from the bargaining unit in accordance with Article 18.03;
 - 2. to replace an employee absent:

- i. on a statutory leave of absence (parental, pregnancy leave, etc...), up to a maximum of eight-teen (18) months;
- ii. due to illness/injury (including workplace-related illnesses and injuries), up to a maximum of eight-teen (18) months; and
- iii. on any other employer-approved leave of absence, up to a maximum of eight-teen (18) months.

When a temporary employee is hired, the Employer shall provide the Union with the candidate's name, classification and expected duration of employment.

- (b) A temporary employee who has been accepted by the Corporation as a regular full-time or part time employee, shall thereupon cease to be considered a temporary employee. Should this occur, seniority shall accumulate from the first day that the employee actually commenced work for the Employer. The hours worked as a temporary employee shall be included in the computation of the employee's probationary period.
- (c) The foregoing provisions of the Collective Agreement shall apply except for the following Articles, which do not apply to temporary employees:
Article 2:01; 10; 11:02 (a)(b)(d)(e); 13; 14; 15; 20; 21.
- (d) A temporary employee will accumulate overtime, when they work in excess of eight (8) hours in a standard day or in excess of eighty (80) hours in a bi-weekly pay period.
- (e) All temporary employees who are required to work on any of the designated paid holidays in Article 13:01 shall be paid at double and one-half the regular rate for all hours worked on such holiday.

Where temporary employees are not required to work on a designated paid holiday in Article 13:01, they will receive holiday pay only if they meet the qualifiers in Section 25 (1) of the Employment Standards Act.

- (f) Temporary employees will receive 12% of their hourly rate in lieu of all benefits and entitlements. If a temporary employee decides to join O.M.E.R.S., the employer's share of the O.M.E.R.S. contributions shall be deducted from the aforementioned amount. This payment shall be paid each pay.
- (g) Every temporary employee will receive four percent (4%) of their earnings, excluding overtime, as vacation pay on each pay.
- (h) When the absent employee returns from their leave or transfer/secondment, the temporary employees term with the County of Lambton will cease and they are no longer considered an employee of the County of Lambton.

- (i) The Employer shall deduct from the first and second pay period of each month, a sum of money equal to the monthly Union dues of each employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer shall send to the Secretary-Treasurer of the Local Union, a cheque each month for the dues so deducted along with a list of names and individual amounts deducted.

ARTICLE 3 — NO DISCRIMINATION

- 3:01 No employee shall be discriminated against by either party because of the prohibited grounds as defined within the Ontario Human Rights Code (OHRC), nor by reason of their membership or activity in the Union or in the exercise of their rights under this Agreement.

ARTICLE 4 — MANAGEMENT

- 4:01 The Union acknowledges that it is the function of the Employer to:
 - (a) maintain order, discipline and efficiency;
 - (b) to hire, classify, transfer, promote, and to discharge or discipline employees for just cause;
 - (c) to make rules and regulations governing the conduct of employees;
 - (d) generally to manage the operation of the Employer in accordance with its responsibilities;
 - (e) the foregoing sub-sections (a to d inclusive) are subject to the terms and provisions of this Agreement.
- 4:02 It is agreed that prior to altering the present rules and regulations or making new rules and regulations, the Employer will inform the Union Committee of such alterations or changes.

ARTICLE 5 — NO CESSATIONS OF WORK

- 5:01 The Employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes so long as this Agreement continues to operate.

ARTICLE 6 — UNION REPRESENTATION

- 6:01 a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than four (4) members of the bargaining unit and at least one (1) shall be from the part-time employees, one (1) of whom shall be the Unit Chairperson, and the Employer will recognize the said Committee for the purpose of handling any grievances or bargaining on any matter properly arising from

time to time during the continuance of the Agreement, including negotiations for or renewal of any agreement.

- b) The parties shall consult quarterly (or more frequently at the request of either party) during the term of the agreement to discuss issues relating to the workplace which affect the parties or any employee bound by the agreement.

6:02 The Employer acknowledges the right of the Union to appoint or otherwise select three (3) stewards.

6:03 It is agreed that any Union Representative of Local 302 may be present with the Union Committee at the request of either the Union or the Employer.

6:04 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and that only such time as is reasonably necessary for the prompt processing of Union business will be consumed by such persons during working hours.

6:05 a) Before leaving their regular work to take up duties on behalf of the Union, the Union Committee Members or Steward will request permission of the Supervisor before leaving their work station and will report back to their Supervisor upon resuming their regular duties. Such permission will not be unreasonably withheld.

- b) In accordance with this understanding, the Employer will compensate such employees for the time spent on Union business at their regular rate of pay during time which they would normally have worked.

- c) Union Committee Members who were scheduled to work "nights" prior to the day of negotiations, and who did not because negotiations had been scheduled, will be paid at regular rates for the number of hours they were actually meeting, up to a maximum of eight (8).

The Corporation agrees to pay employees on the Negotiating Committee for actual hours spent at the negotiating table during the employee's scheduled working hours, to a maximum of eight (8) hours. Employees at negotiation during the day are not expected to work a scheduled evening or night shift.

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

Employees working night shift will be replaced either the night before or the night immediately following the scheduled meeting, at the employee's choice.

6:06 The Union agrees to supply the Employer with the names of the Stewards and Union Committee Members with each new agreement and when committee membership changes.

ARTICLE 7 — COMPLAINTS AND GRIEVANCES

- 7:01 a) Any time limits referred to in the Grievance Procedure or Arbitration or any subsection thereof within which any procedure is required to be taken or notice required to be given, shall be calculated exclusive of Saturday, Sunday, Paid Holidays, the grieving employee's regular days off, sick leave and vacation.
- b) For part time employees, the work week shall be considered to be Monday to Thursday, exclusive of Paid Holidays, regardless of whether the employee works or not.
- c) Time limits mentioned in the grievance procedure may be extended by mutual agreement,

7:02 It is the mutual desire of the parties that complaints of the employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the supervisor an opportunity of adjusting the complaint.

If an employee has a complaint, the employee shall discuss it directly or through a Steward with the Supervisor within seven (7) of the grievor's working days (see Article 7:01 (b) for the work week for part time employees) after the circumstances giving rise to the complaint have originated or occurred. The Supervisor shall give a decision within seven (7) working days following such discussion and failing settlement, it may be taken up as a grievance in writing within seven (7) working days following receipt of the Supervisor's decision. Where possible, any grievance presented in writing shall specify the section or sections of the Collective Agreement which are alleged to have been violated.

7:03 **Grievance Procedure**

Step 1

The grievance will be presented in writing to the Administrator or designate. A meeting with the Administrator or designate, the Union Chair, one (1) Committee Member, and the grievor will be arranged within seven (7) working days and the Administrator or designate will give his answer in writing to the Union Committee within seven (7) working days of the meeting and will file a copy with the Corporation.

Step 2

If the grievance is still not settled, it may, within seven (7) working days of the receipt of the decision of the Administrator or designate be presented to the General Manager, Long-Term Care and Corporate Manager Human Resources, The General Manager, Long-Term Care or Corporate Manager Human Resources will arrange a meeting with the parties concerned (including the grievor), to be held within seven (7) working days of the submission of the grievance to the Corporate Manager Human Resources. The General Manager or Corporate Manager Human Resources shall give its decision within seven (7) working days of the meeting being held.

Failing settlement under the foregoing procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitral, such difference or question may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within seven (7) days after the decision under Step 2 is given, it shall be deemed to have been settled.

Mediation

Either party, with the agreement of the other party, may submit a grievance to Mediation at any time within 10 days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the Mediation process shall take place before the matter is referred to Arbitration.

Grievance mediation will commence within 21 days of the grievance being submitted to Mediation or longer as agreed by the parties.

No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

The parties shall agree on a mediator.

Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, and no record of the proceedings shall be made. Prior to proceeding to the Mediation process the parties will notify one another of their intention to use legal counsel.

If possible, an agreed statement of the facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation conference.

The Mediator will have the authority to meet separately with either party.

If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

The Union and Employer will share the cost of the Mediator, if any.

7:04 Policy Grievance

Any complaint or grievance arising directly between the Corporation and the Union shall be originated under Step 2 within ten (10) working days after the circumstances giving rise to the complaint or grievance have originated or occurred. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint

or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure should not thereby be by-passed.

- 7:05 a) An employee, subject to discipline, including verbal warnings, will be advised of the right to union representation prior to disciplinary action being taken.
- b) Should the Employer discharge or suspend an employee, the Employer shall submit in writing to the employee the reason for such action, with a copy to the Union. Should a grievance arise from such discharge or suspension, it shall proceed directly to Step 2 of the grievance procedure and must be presented in writing, dated and signed, within seven (7) working days following the discharge or suspension.
- 7:06 All agreements reached under the grievance procedure between representatives of the Employer and Union Committee will be final and binding upon the Employer, the Union and the employees.
- 7:07 Any employee shall, upon written request at least one (1) day in advance, be granted the opportunity to view the following information on their personnel file:
- (a) written warnings and evaluations
 - (b) incident reports

Any counseling letter shall be removed from the employee's file after a period of twelve (12) months from the date of the incident provided there has been no recurrence; and disciplinary letters shall be removed from the employee's file after a period of twenty four (24) months from the date of incident provided there has been no recurrence.

7:08 **Group Grievance**

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 1 within ten (10) working days of the event giving rise to the grievances. The grievances shall be processed as one grievance, subject to all applicable provisions under the Grievance Procedure.

ARTICLE 8 — ARBITRATION

- 8:01 When either party decides that any difference as hereinbefore provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, naming three (3) possible sole arbitrators.
- 8:02 Within five (5) full working days thereafter, the other party may agree to one (1) of the arbitrators suggested above, or submit a list of three (3) possible sole arbitrators in return.

- 8:03 If the parties are unable to agree on a sole arbitrator within two (2) weeks, either party may then request the Minister of Labour to appoint a single arbitrator under Section 49(4) of the Labour Relations Act.
- 8:04 No person may be appointed as a single arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8:05 The single arbitrator shall not have the jurisdiction to amend or add to any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement.
- 8:06 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 8:07 The proceedings of the Arbitration Hearing will be expedited by the parties hereto, and the decision of the arbitrator will be final and binding upon the parties.
- 8:08 Each of the parties hereto will jointly bear the expenses of the single arbitrator.
- 8:09 At any stage of the Complaint or Grievance Procedure, including arbitration, the parties may have the assistance of the employees concerned as witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of MGM to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of MGM. The parties also agree that the foregoing arbitration language applies to rights arbitration only.

ARTICLE 9 — UNION SECURITY

- 9:01 The Employer shall deduct from the first and second pay period of each month, a sum of money equal to the monthly Union dues of each employee. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer shall send to the Secretary-Treasurer of the Local Union, a cheque each month for the dues so deducted along with a list of names and individual amounts deducted.
- 9:02 The Union shall indemnify and save the Corporation harmless from any dispute arising between the employee(s) and the Union over the deduction of dues.
- 9:03 The Corporation will provide the Union with the names, addresses, and classifications of all employees presently in the bargaining unit and all new employees, as well as the names and terminal dates of all terminating employees.

ARTICLE 10 — SENIORITY

- 10:01 Seniority is defined as length of continuous service and will be acquired when an employee has completed 480 hours. The probationary period may be extended by one

month by mutual agreement between the Employer and the Union in case of individual employees.

- 10:02 Such seniority will be effective from the employees date of hire with the Corporation. In the event that two or more employees are hired on the same day, seniority will be determined by the time the employees started work with the earliest time being the senior. If the start times are the same the employees surname initial will determine seniority placement alphabetically. Employees will be regarded as probationary until they have acquired seniority as above.
- 10:03 The Employer and the Union recognize that the ability and efficiency of individual members governs to a large extent, the maintenance of efficient service to the public; therefore, in promotions, lay-offs, and recalls, the seniority and ability of the employee shall be the governing factors. Preference shall be given to that employee with the greatest seniority, provided that they have the qualifications and the ability to do the job efficiently.
- 10:04 Seniority lists for full-time and part-time employees, containing the names of all employees and their respective job classes and seniority dates will be posted on the official Union Bulletin Board and will be revised every six (6) months. The Employer will email the Local Union Chair with a copy of the seniority lists. Lists will be issued Feb 28 and Aug. 31 of each year.
- 10:05 An employee shall lose seniority if the employee:
- (a) voluntarily quits the employ of the Employer;
 - (b) is discharged for cause and the discharge is not reversed through the grievance procedure;
 - (c) fails without reasonable cause to report for work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified by the Employer, by registered mail to their last known address following a lay-off; or fails without reasonable cause to advise the Employer within three days of their intention to report for work pursuant to the notification;
 - (d)
 - i) a Full Time employee is absent for three (3) consecutive working days without notifying the Employer unless satisfactory reason, such as illness, is given to the Employer. The time limits are subject to extension by mutual agreement of both parties;
 - ii) if an employee requests time off, it is their responsibility to ensure that it is approved.
 - (e) is absent due to a lay-off for more than twenty-four (24) months;

- (f) utilizes a leave of absence for a purpose other than that for which the leave of absence was granted.
- (g) Subject to the provisions of the Ontario Human Rights Code, and the Employers duty to accommodate, is absent from work for an extended period of time due to a workplace injury unless the Employee can provide evidence that they will be able to return to work within a reasonable time period beyond such extended period. Prior to termination, the employer agrees to discuss the aforementioned provision on a case by case basis with the union committee to discuss the likelihood of returning before applying article 10.05 (g).

10:06 **Layoff and Recall**

Notice of Layoff

- a) In the event of a layoff of a permanent or long-term nature, the Employer will provide the affected employee with two (2) weeks' notice for each year of service to a maximum of twelve (12) weeks provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time. Service will be calculated as of the date of the proposed layoff.
- b) In all other cases of layoff, the Employer shall give each employee in the bargaining unit who has acquired seniority two (2) weeks' notice. Such notice shall not be required if the layoff occurs because of an emergency, such as fire, power failure, Act of God, equipment breakdown, or any other condition beyond the reasonable control of the Employer.
- c) seniority within their classification, providing that there remain on the job employees who then have the qualification and ability to perform the work.

10:07 **Options for Employees Subject to Layoff**

An employee who is subject to lay-off shall have the right to either:

- (a) accept the lay-off; or
- (b) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off has the qualification and ability to perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the

laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

- (c) In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off employee will have the right to displace an employee with lesser seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided they have the qualification and ability to perform the duties without training other than orientation. Such employee so displaced shall be laid off.
- (d) In the event that a layoff commenced on the day immediately following a Paid Holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

(e) **Severance Pay**

Within the lesser of thirty (30) days from the date of notice of layoff, or the notice provided in 10:07 (a) above, an employee with more than twelve months service with the Home who has received notice of layoff of a permanent or long-term nature may resign, forfeiting that right to notice. Such employees will receive the balance of their entitlement to notice [under 10:07 (a)] as severance pay.

(f) **Retirement Allowance**

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

10:08 Recall Provisions

- a) An employee shall have the opportunity of recall from layoff to an available opening, in order of seniority, provided that they have the qualification and ability to perform the work (without training, other than orientation) before such opening is filled on a regular basis under the Job Posting procedure.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have declined to do so, or have been found unable to perform the work available.
- c) An employee recalled to work in a different classification from which they were laid off shall have the privilege of transferring to the position they held prior to

the layoff should it become vacant within six (6) months of being recalled, without the position being posted.

- d) It is understood that an employee's decision not to accept recall into a lower-paid position will not be interpreted as an employee waiving their rights to recall for other available openings.
- e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing), and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.
- f) Employees on layoff, or notice of layoff, shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

10:09 **Benefits on Layoff**

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

ARTICLE 11 — HOURS OF WORK AND WORKING CONDITIONS

- 11:01 a) The normal working day shall be composed of eight (8) consecutive hours. The normal work week shall be composed of five (5) working days: that is, forty (40) hours per week.
- b) A rest period of fifteen (15) minutes will be granted during each four (4) hour shift.

11:02 **Scheduling Regulations**

- a) Normally, two (2) consecutive days off will be scheduled during each work week, however, schedules may be agreed upon to provide for more than five (5) consecutive days of work, but not more than seven (7) consecutive days of work

without days off as long as four (4) days off are scheduled each fourteen (14) days. In any two week period, at least two (2) consecutive days off must be scheduled. The remaining two (2) days off may not be split without mutual consent, except where it is reasonably impossible to do otherwise.

- b) Working schedules shall be posted two (2) weeks in advance and shall cover a (4) four week period. Subject to the prior approval of the Administrator or designate, employees may mutually agree to exchange tours or regular days off. The request to exchange tours or regular days off shall be electronically submitted into the scheduling system at least forty-eight (48) hours prior to exchange, if possible. In any event it is understood that such a shift of duty, initiated by the employee and approved by the Home, shall not result in overtime compensation or payment. All changes must be in accordance with all legislation including the Employment Standards Act and Occupational Health and Safety. Work schedules for the period of December 1st to January 1st of the following year shall be posted by November 1st in each year.

- c) For full time employees, at least sixteen (16) hours time off shall be scheduled between each shift, and at least forty-eight (48) hours' time off shall be scheduled following night duty. A shorter period of time between changes of shift may be scheduled by mutual consent.

Where only one night tour is worked, only twenty four (24) hours time off need be scheduled.

- d) A full time employee is entitled to at least one weekend off in four.
- e) If a full time employee rotates on all three shifts, fifty percent (50%) of the employee's shifts shall be scheduled on the day shift.
- f) An employee will be allowed to give two (2) shifts away per schedule. Give away days shall not be allowed during the months of July and August, however, it is understood that if schedule shows June and July, an Employee may only use a giveaway request in the June portion. If the schedule shows August and September, the Employee may only use a giveaway request in the September portion of the schedule.
- g) Subject to operational requirements, the employee or employer may initiate a totally voluntary request for a short term reduced work week. Qualifying employees are those full time employees with 10 years or more continuous service at MGM. The schedule may be reduced to a minimum of nine (9) shifts in a two week pay period. The employer will specify the time duration in advance, to a maximum of six (6) months. A full time employee shall be entitled to a maximum of six (6) reduced work week opportunities. Where an employee working such a reduced schedule, leaves their position, the position will be posted without the reduction. Part Time employees taking these extra shifts are not eligible to receive benefits. It is understood that this reduction in shifts and

hours of work will not create an increase in the total compensation cost of the bi-weekly pay period. The term may be renewed by mutual agreement of the Employer and the Union. Termination by either party requires 6 weeks' notice

Employees while participating in the Reduced Work Week shall not be eligible for "give away days" as described in article **11:02(f)**.

Subject to article 14.03, when an Employee has requested vacation time, stat or a personal leave of absence, the Supervisor/Manager will notify the applicant of acceptance or rejection within three business days. In the event of an emergency situation, this three day period may be waived by the Employer.

11:03 **Overtime**

- a) Authorized work in excess of eight (8) hours in a standard day shall be compensated at the rate of time and one-half.
- b) When an employee works on that employee's day off, such employee will be compensated at the rate of time and one-half.
- c) Overtime shall be calculated only on the rate of pay as per Schedule "A".
- d) Employees may elect to take time in lieu, at the applicable overtime rate for earned overtime upon mutual agreement between the employee and Supervisor. Earned overtime may be accumulated to maximum of forty (40) hours.

ARTICLE 12 — SHIFT PREMIUM AND RESPONSIBILITY ALLOWANCE

12:01 A shift differential shall be paid to all employees as follows:

- Monday – Friday \$0.65/hour for all hours worked during 2:30 p.m. to 6:30 a.m. where the majority hours per shift are during this period.
- Saturday & Sunday \$0.70/hour for all hours worked during 6:30 a.m. to 2:30 p.m.
- Saturday & Sunday \$1.20/hour for all hours worked during 2:30 p.m. to 6:30 a.m. where the majority hours per shift are during this period.

Effective at year 2 of the collective agreement (April 1, 2027):

- Monday – Friday **\$0.70**/hour for all hours worked during 2:30 p.m. to 6:30 a.m. where the majority hours per shift are during this period.
- Saturday & Sunday **\$0.75**/hour for all hours worked during 6:30 a.m. to 2:30 p.m.
- Saturday & Sunday **\$1.25**/hour for all hours worked during 2:30 p.m. to 6:30 a.m. where the majority hours per shift are during this period.

Effective at year 3 of the collective agreement (April 1, 2028):

- Monday – Friday **\$0.75/hour** for all hours worked during 2:30 p.m. to 6:30 a.m. where the majority hours per shift are during this period.
- Saturday & Sunday **\$0.80/hour** for all hours worked during 6:30 a.m. to 2:30 p.m.
- Saturday & Sunday **\$1.30/hour** for all hours worked during 2:30 p.m. to 6:30 a.m. where the majority hours per shift are during this period.

12:02 (a) **Responsibility Allowance**

When the Employer assigns an employee to carry out temporarily the responsibilities of a supervisor for one full shift or more, a premium of seven percent (7%) in addition to such employee's wage rate, shall be paid to the employee for all hours worked in that capacity.

(b) **Charge Pay (RPN)**

When the Corporation assigns a Registered Practical Nurse to be in charge of an evening and night shifts, and on the day shift on a Saturday, Sunday and a Paid Holiday, charge pay will be applied to the scheduled shift at fifteen dollars (\$15.00) per shift.

A newly employed Registered Practical Nurse shall not be placed in charge, until they have been fully oriented to the Home.

ARTICLE 13— PAID HOLIDAYS

13:01 Regardless of the day upon which a holiday occurs, and subject to Article 13.05, all full time employees shall be paid for the following holidays:

New Year's Day	Civic Holiday
Family Day (third Monday in Feb)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

13:02 a) Employees who are required to work on the above listed holidays shall receive double time and one-half for work performed or at the employee's option, shall be paid time and one-half for work performed and in addition, shall be entitled to a day off with pay following the holiday; such lieu day with pay to be mutually arranged by the employee and the Employer. Christmas Day and Boxing Day must be taken by the end of February of the following year.

- b) When any of the above mentioned paid holidays falls on any employee's regular day off, the employee shall be given an extra day's pay or an extra day off with following the holiday.
- c) When a holiday falls during an employee's vacation period, the employee will receive an additional day's pay in lieu thereof, or will receive an additional day off with pay which may be added to their vacation or taken as a vacation day at another mutually satisfactory time.
- d) The Employer will endeavour to give each employee either Christmas Day or New Year's Day off, with such day taken to be alternated each succeeding year.
- e) When an employee elects to defer the pay and take time off, if the time off is not taken within **the calendar year it is earned**, the day(s) will be paid-out **in the following year on the first regularly scheduled payroll in April**.

13:03 "Holiday Pay" shall be defined as the amount of straight time pay exclusive of shift premium which an employee would have received if the employee had worked the employee's normal shift.

13:04 A shift that begins or ends during the twenty-four (24) hour period of the above holidays where the majority of hours worked falls within the holiday, shall be deemed to be work performed on the holiday for the full period of the shift. Likewise, a shift that begins or ends during the twenty-four (24) hour period of the above holiday where the minority of the hours worked falls within the holiday, shall be deemed to be work performed on a regular shift for the full period of the shift and no premium shall be paid for any hours worked on such shift.

13:05 Employees absent on unpaid sick leave or approved leave of absence without pay who otherwise qualify for Paid Holidays as per Section 25(4) of the Employment Standards Act will not receive pay for the holiday.

ARTICLE 14 — VACATIONS

14:01 Full Time employees shall be entitled to receive an annual vacation with pay in accordance with the employee's years of employment. The following schedule is based on a 26 week pay period in a year. Where such number of pay periods is greater the hours per pay period may vary.

SERVICE

VACATION CREDITS

Less than three years' service	3.08 hours per pay period (10 days)
Three years, but less than six years' service	4.62 hours per pay period (15)
Six years, but less than fifteen years' service	6.16 hours per pay period (20 days)
Fifteen years, but less than twenty-two years' service	7.70 hours per pay period (25 days)

Twenty-two years or more service
(based on a 40 hour work week)

9.24 hours per pay period (30 days)

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

- 14:02 Time spent on long term disability or other periods of continuous unpaid absence in excess of seventeen (17) weeks except for pregnancy and parental leave will result in pro-rating of the employees vacation entitlement. Upon return to work the employee's vacation entitlement may be taken as vacation time or the employee may be paid for such entitlement, at the employee's request, in writing, and with the concurrence of the Administrator, or designate.
- 14:03 a) Employees shall submit requests no later than February 1st, and be finalized by March 1st for vacations between May 1st to October 31st. Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to March 24th. Vacation secured by March 24th shall supersede all other subsequent vacation requests for this period.
- b) Employees shall submit requests annually no later than September 1st, and be finalized by October 1st for vacations between November 1st to April 30th. Any conflict of vacation choices between employees within a department shall be decided on the basis of seniority up to October 24th. Vacation secured by October 24th shall supersede all other subsequent vacation requests for this period.
- c) Any requests for vacation beyond a) and b) above will be considered on a seniority basis and must be submitted by the scheduling software no later than two (2) weeks in advance of the schedule being posted.
- d) Approval of this vacation request will be subject to operation requirements as determined by the Employer, but will not be unreasonably denied.
- 14:04 Employees going on vacation shall be entitled, if they so desire, to receive their pay that falls during the period they are on vacation, on the immediately preceding pay day prior to the start of their vacation. Requests must be made no later than one (1) week prior to the payday preceding the start of their vacation.
- 14:05 An employee who becomes sick immediately prior to going on vacation and is thus prevented from taking vacation, shall have their vacation rescheduled after all other vacation periods have been granted, provided the employee provides satisfactory evidence to their Supervisor of such illness. If during the employee's vacation they become incapacitated and is confined to bed under the care of a medical doctor, the duration of such confinement shall be considered as sick time and any unused vacation will be rescheduled, provided the employee provides satisfactory evidence to their

Supervisor of such illness and confinement. The employee is responsible for notifying the Supervisor of such incapacitation when it occurs.

- 14.06 The majority of vacation entitlement shall be taken in no less than one (1) week blocks of the employee's regularly scheduled block.

ARTICLE 15 — SICK LEAVE PAY

15:01 Employees shall accumulate sick leave at the rate of one and one-half (1 1/2) days per month while actively employed but not during leaves of absence whether it is due to illness or otherwise. Probationary employees are not entitled to sick leave. Upon completion of the probationary period, an employee shall be credited with four and one-half (4 1/2) days sick leave. The maximum accumulation of sick leave will be 130 days.

15:02 Sick leave will be granted subject to the following:

- 1) The Employer may require that a doctor's certificate be produced where an illness exceeds three (3) days.
- 2) Sick leave shall be based upon the employee's regular rate of pay.
- 3) Where a full time employee is absent for part of their shift because of illness, employees will be paid for the time worked and the remaining hours will be deducted from their absence bank.
- 4) To qualify for sick leave payment an employee will endeavor to provide at least one (1) hour notice for the day shift and two (2) hours' notice for evening and night shifts.

15:03 The Employer shall provide the employees with a Long Term Disability Plan providing the following:

- (a) After 17 consecutive weeks of sickness or accident, employees shall cease to receive sick leave benefits and commence receiving the benefits under the Long Term Disability Plan subject to the employee's qualification for such benefits.
- (b) Employees shall receive 75% of their basic salary to a maximum of \$2,500.00 per month.
- (c) The cost of this plan is to be borne by the Employer.

15:04 The Employer undertakes to pay the difference in net pay between Workers' Safety Insurance Board (WSIB) Benefits and salary of those employees off duty as a result of an accident incurred in the performance of their duties.

Such top-up shall commence following receipt by the Payroll Supervisor of the employee's WSIB cheque stub as proof that they are in receipt of WSIB disability benefits,

and shall continue while the employee is in receipt of such disability benefits and shall continue provided the Employee is not terminated by the County.

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

ARTICLE 16 — BEREAVEMENT LEAVE OF ABSENCE

- 16:01 Bereavement leave will be granted for the purpose of making funeral arrangements, attending the funeral, or a memorial service, or grieving and being with the family at the time of mourning, on the following basis:

Up to five (5) consecutive days for: spouse, son, daughter, mother, or father.

Up to three (3) consecutive days for: brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents of employee or their spouse, grandchild, step father, step mother and step child.

One (1) day for: aunt, uncle, niece and nephew and any other person for whose physical and financial care the employee is responsible. Persons included in the latter classification shall be subject to the approval of the Administrator.

That portion of the periods above that would otherwise be time worked during the employees regular work week shall be paid up to a maximum of eight (8) hours for each work day concerned.

For the purpose of bereavement leave, spouse is deemed to include current common-law spouse and current partner of the same sex.

An employee shall be permitted to defer one day of Bereavement Leave to a later date to attend internment or remembrance services. The deferred date will be paid if it is a regular scheduled day that the employee would normally have worked.

- 16:02 If a bereavement leave is to commence during an employee vacation, that portion of the vacation may be rescheduled to a later date.

ARTICLE 17 — PERSONAL LEAVE OF ABSENCE

- 17:01 **Upon written request by an employee to their Supervisor**, the Employer may grant a leave of absence without pay to any employee for legitimate personal reasons subject to operational requirements. Employees who are absent resulting from such leave of absence shall not be considered to be laid off and their seniority shall continue to accumulate during such absence.

ARTICLE 18 — UNION LEAVE OF ABSENCE

- 18:01 Whenever possible, the Union will request in writing two (2) weeks in advance when an employee will need time off to attend Union business. The Employer shall grant leave of absence to employees to attend Union conventions, seminars, educational classes or other Union business. It is understood that the Union will not request leave of absence for more than three (3) employees at any one time and the total leave of absences in any year shall not be for longer than twenty-five (25) days duration, nor on more than two (2) occasions in any year.
- 18:02 Employees on Union Leave of Absence, as set out in Article 18:01, will be paid for such leave by the Employer. The Employer will then forward a statement of such wages and mandatory and discretionary benefits to the Local 302 Union Office for reimbursement of the stated amount.
- 18:03 An employee who is elected or appointed to executive office in Unifor Local 302, upon request shall be granted a leave of absence without loss of seniority for up to three (3) years. The employee agrees to notify the Employer of the employee's intention to return to work within two (2) weeks following termination of office for which the leave was granted. At the end of such leave any employee hired or placed as a substitute for the employee on such absence may be terminated or laid off by the Employer as required, or be transferred back to the employee's previous position if the substitution was a transfer.

ARTICLE 19 — UNION BULLETIN BOARD

- 19:01 a) The Corporation shall provide a bulletin board for the use of the Union.
- b) The Union shall restrict the circulation of their materials in the Home to this board.

ARTICLE 20 — UNIFORMS

- 20:01 a) Where employees are required to wear uniforms, the Employer will pay \$40.00 quarterly as the uniform and clothing allowance to each employee. Maintenance employees are entitled to the uniform and clothing allowance.
- b) The Employer will pay **\$125.00** every year for those designated by the employer as requiring safety shoes with the submission of a receipt.

ARTICLE 21 — EMPLOYEE BENEFITS

- 21:01 The Employer shall pay 100% of semi-private and Extended Health Care, which includes:
- a \$10 - \$20 deductible drug plan (pay direct drug card)

- a \$9 dispensing fee cap for prescriptions
- Vision care in the amount of **\$400.00** every 24 months for subscriber and eligible dependents, upon ratification. Eye exams will be reimbursed up to \$110 every 24 months.
- **Effective at year 2 of Collective Agreement (April 1, 2027)**
Vision care in the amount of **\$450.00** every 24 months for subscriber and eligible dependents. Eye exams will be reimbursed up to \$110 every 24 months.
- **Massage therapy will be amended to \$300.00 per year, per eligible employee and dependent.**
- Hearing aids up to \$500.00 every five (5) years for the subscriber and eligible dependents.
- Physiotherapy and Chiropractic services to a maximum of \$700 combined every 12 months.

21:02 **Group Life Insurance**

All eligible employees shall be entitled to a group insurance amounting to twice their annual salary as provided for under the terms of the Group Life Plan. The Employer agrees to pay 100% of the cost of this plan.

21:03 **Pension Plan**

In addition to participation in the Canada Pension Plan, every full time employee shall join the Ontario Municipal Employees Retirement System. The Employer and the employees shall make contributions in accordance with the provisions of the plan.

21:04 **Dental Plan**

Eligible employees in the bargaining unit who have so elected, shall be entitled to participate in the Blue Cross No. 9 Dental Plan or its equivalent, subject to the terms and conditions of the plan, it being understood that the plan will be maintained on the current O.D.A. Schedule. The Employer will pay 80% of the billed premium costs.

21:05 Upon request, the Employer shall provide specifications of the Health and Welfare Plans to the Union.

21:06 The Employer agrees to maintain an employee's benefit program for a period of three (3) months after an employee has exhausted their sick leave or while the employee is on a leave of absence for any reason, including illness.

21.07 Effective upon completion of the probationary period, or a move from part time to full time status, the employee shall be enrolled in the employer provided employee benefit plans pursuant to Article 21.

ARTICLE 22 — POSTING OF JOB VACANCIES

- 22:01 i) When an initial vacancy occurs or a new job is created within the scope of the bargaining unit, the available position shall be posted for a period of seven (7) calendar days prior to the Employer making a permanent appointment to such positions in order that any interested employee may apply via the applicant tracking system. In order to be eligible for the posted vacancy, an employee must apply via the applicant tracking system within the seven (7) calendar day period.
- ii) In selecting a candidate to fill a vacancy within the bargaining unit, preference shall be given to that employee with the greatest seniority, provided that they have the qualifications and ability to do the job efficiently.

Subsequent Vacancies:

There will be no secondary job postings for subsequent vacancies resulting from the initial posting if they are within the same job classification and employment status. All vacancies will be offered to the employee with the greatest seniority, provided they are qualified as prescribed above (22.01(ii)). For clarity, employees interested in filling the initial vacancy or any subsequent vacancy arising out of the initial posting, shall apply to the initial posting.

In the event a job vacancy opens in a different job classification or different status from the initial posting, that job vacancy will follow the posting language above in Article 22:01(i).

This posting process will also apply to vacant permanent part time lines.

Temporary Vacancies:

For temporary vacancies of up to **eighteen (18)** months, the Employer shall award the position to the most senior part time applicant, on a rotational basis.

For these vacancies, it is understood and agreed by the parties that they will not be posted via the Employer's applicant tracking system and will be awarded to the most senior part-time employee in the department. This will occur on a rotational basis of descending order of seniority.

Employees that are the successful candidates for the temporary vacancies must remain in the vacancy for its duration, unless a permanent vacancy becomes available which they are awarded. For clarity, if an employee has secured two (2) temporary job postings in a calendar year and a permanent vacancy becomes available in the

same calendar year, in that instance, the employee will still be eligible for the permanent vacancy.

Employer agrees to consider individual circumstances and will consult with the Union to work towards an amicable resolution

- iii) When the employer requires qualification changes to a classification, employees currently in the classification and who hold certificate in that classification will be grand parented. If the employer requires additional training such training will be at the Employers expense.
- iv) Where a vacancy is posted for a full time position and such vacancy is not filled by a full time employee, the vacancy shall be offered to the most senior part time applicant, provided that they have the qualifications and ability to do the job efficiently.
- v) Employees in the bargaining unit shall be limited to two (2) successful job postings per calendar year.
- vi) If the successful applicant to the posting declines the offer prior to starting in the position, the job will then be offered to the next most senior qualified applicant without a requirement to repost the original vacancy.
- vii) No employee shall hold more than one position regardless of classification or their employment status except as allowed for in Letter of Understanding # 6 re: Alternate Classifications.

22:02 **Job Description**

The Employer shall make available to the Union, on request, job descriptions of positions in the bargaining unit, where such job descriptions exist. This provision in no way affects the Employer's rights under Article 4 of the Agreement.

22.03 **Job Vacancy**

When a vacancy occurs within the scope of the bargaining unit that the Employer does not wish to fill, the employer shall meet with the union to discuss the subject. The parties shall meet no later than 10 working days following the date the position becomes vacant.

ARTICLE 23 — MINIMUM ALLOWANCE

- 23:01 Employees who report to work for any shift without being notified to the contrary will be guaranteed at least four (4) hours of work or if no work is available, will be paid for at least four (4) hours. This shall not apply in cases of Acts of God or any labour dispute or conditions beyond the control of the Employer.

- 23:02 When an employee is recalled to work and reports for work outside the employee's regular hours, the employee shall be paid at time and one-half the regular rate of pay with a guaranteed minimum of three (3) hours pay at the rate of time and one-half.
- 23:03 Any employee who is called into work as a replacement for an absent employee after that employee's shift has started and who completes six (6) or more hours work will be paid for the full shift.
- 23:04 Employees who are scheduled to work for any shift on a holiday and so report, will be guaranteed at least four (4) hours of work and if no work is available, will be paid for at least four (4) hours at time and one-half the employee's regular rate of pay in addition to holiday pay.

ARTICLE 24 — JURY DUTY

- 24:01 An employee serving as a Juror or who has been subpoenaed as a witness will receive the difference between his jury or witness pay and his regular pay for the lost time while serving in one of these capacities, providing the subpoena is presented to the Administrator or designate. The amount received from the Court as a payment shall not include traveling, meals or other expenses. The employee will present proof of service.

ARTICLE 25 — TRANSFERS

- 25:01 When an employee transfers through a job posting, or is transferred from one department or classification to another department or classification where the wage rate is equal to, or higher, they shall be paid at such rate set out in the wage schedule for such department or classification so that the employee will not be earning less money than prior to the transfer, provided that the employee is capable of performing the duties assigned satisfactorily. If the wage rate is less than the wage rate of the transferred employee they shall receive the corresponding rate vertically in the new classification. The successful applicant will be subject to a one (1) month trial period. If during the trial period the employee requests to return to the employee's previous job, or the employee's performance is unsatisfactory, the employee shall be returned to their previous job and the position shall be re-posted in accordance with Article 22. Any other affected employee(s) will return to their previous position(s).

ARTICLE 26 — WAGES

- 26:01 During the term of this Agreement, the Employer and the Union agree that all payment of wages will be made in accordance with the wage rates set forth in Schedule "A" hereto, which schedule is hereby made a part of this Agreement.
- 26:02 Notwithstanding Article 26:01, if a new job is created during the life of this Agreement or an existing job is modified, and as a result a new job rate is established, such rate

shall be negotiated and if no wage rate is agreed upon then it may be taken directly to an Arbitration Board which shall set such wage rate.

ARTICLE 27 — PREGNANCY LEAVE/PARENTAL LEAVE

27:01 Pregnancy Leave/Parental Leave

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

27:02 The service requirement for eligibility for maternity leave shall be thirteen (13) weeks of continuous service before the expected date of birth.

27:03 The employee shall give written notification at least two weeks prior to the commencement of the leave of their request for leave together with their expected date of return. At such time they shall also furnish the Employer with their doctor's certificate as to pregnancy and the expected date of delivery.

27:04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue their share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on maternity leave.

Credits for seniority shall accumulate during the period of the leave.

27:05 The employee shall reconfirm their intention to return to work on the date originally provided to the Employer in 27:03 above by written notification received by the Employer at least two weeks in advance thereof.

If an employee on pregnancy leave wishes to change the date of their return to work to an earlier date, they must give the Employer four weeks written notice of the date on which they intend to return.

If an employee wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), they must give the Employer four weeks written notice before the date the leave was to end.

This employee shall be reinstated to their former position, if available, or given a comparable position at not less than their wages when they began their leave of absence.

27:06 Parental Leave

Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

The Service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service before commencing the parental leave.

27:07 Both parents will be eligible to take a parental leave, as per the Employment Standards Act. A "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.

27:08 For a natural mother, parental leave commences when their pregnancy leave ends or when the baby first comes into custody, care and control of a parent. For fathers and adoptive parents, parental leave must commence within 52 weeks after the birth or after the child first comes into the custody, care and control of a parent.

27:09 An employee who is entitled to a parental leave is required to give the Employer two weeks written notice prior to the commencement of the leave. If they do not specify when the leave will end, it will be assumed that they wish to take the maximum leave.

27:10 An employee who has given notice to begin a parental leave may change the notice to an earlier date by giving at least four weeks' notice before the earlier date, or to a later date giving four weeks' notice before the leave was to begin.

If an employee on parental leave wishes to change the date of their return to work to an earlier date, they must give the Employer four weeks written notice of the date on which they intend to return.

If an employee wishes to change the date of return to work to a later date (but subject to the maximum length of leave provision in the Employment Standards Act), the employee must give the Employer four weeks' notice before the date the leave was to end.

27:11 If the employee stops work because the child has arrived earlier than expected, the employee has two weeks from that date to give the Employer written notice of their intent to take the parental leave.

27:12 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue their share of the premiums. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.

Credits for service shall accumulate for the initial seventeen (17) weeks from the commencement of the leave while an employee is on parental leave.

Credits for seniority shall accumulate during the period of the leave.

27:13 An employee on leave who is in receipt of Employment Insurance pregnancy and/or parental benefits pursuant to Section 18 and Section 20 of the Employment Insurance

Act shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

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

- 27:14 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

ARTICLE 28 — RETROACTIVITY

- 28:01 Wage increases for all compensated hours shall be effective as set forth in Schedule "A" and shall apply to all employees in the bargaining unit as of April 1, 2026. Any employees who have been hired since that date shall be entitled to a pro rata increase from the date of their employment. The Employer shall be responsible for contacting forthwith in writing at their last known address, any employees who have left its employ since, to advise them of their entitlement to any retroactive adjustments, with the provision that they must respond in person or in writing within sixty (60) days from the date the letter is sent. A copy of the Employer's letter shall be sent to the Union Office at the same time.
- 28:02 All retroactive payments are to be made in the form of a separate direct deposit to each employee within sixty (60) days of the date of an Arbitration Award or the ratification of settlement terms by each of the parties.
- 28:03 If the Employer does not pay the retroactive wages within sixty (60) days of the date of an Arbitration Award or the ratification of settlement terms by each of the parties interest on any amount not paid shall accrue and be paid by the Employer at the prime rate (being the lowest rate of interest quoted by chartered banks for the most credit-worthy borrowers for prime business loans) which existed as at the date of settlement.

ARTICLE 29 — DURATION

- 29:01 The duration of this Agreement shall be from April 1, 2026, and shall continue through to and including the 31st day of March, 2029 unless terminated or amended.
- 29:02 Notice of desire to terminate or amend this Agreement shall be given by either party to the other, in writing, not more than ninety (90) days prior to the expiry date. Within fifteen (15) working days of receipt of such notice by one party, or such other period as may be mutually agreed between the parties, the other party is required to enter into negotiations for a new agreement.

ARTICLE 30 — NO CONTRACTING OUT

- 30:01 The Employer agrees to ensure that work that is normally and customarily performed by members of this Bargaining Unit will not be contracted out if, as a result, any *such* member would be laid off or have their regularly scheduled hours of work or hourly rate of pay reduced pursuant to Article 2.04.

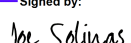
SIGNED, SEALED AND DELIVERED, in the presence of:

THE COUNTY OF LAMBTON

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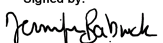
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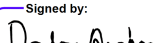
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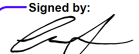
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Dated this 21 day of July 2026.

SCHEDULE A

Occupation Name	Current			3.25% April 1 2026			3.10% April 1 2027			2.75% April 1 2028		
	Start	6 Mths	1 Year	Start	6 Mths	1 Year	Start	6 Mths	1 Year	Start	6 Mths	1 Year
RPN	35.19	35.66	35.90	39.33	39.82	40.07	40.46	40.96	41.22	41.49	42.00	42.27
Quality Improvement Coordinator	35.19	35.66	35.90	36.33	36.82	37.07	37.46	37.96	38.22	38.49	39.00	39.27
Maintenance	32.43	32.82	33.13	33.48	33.89	34.21	34.52	34.94	35.27	35.47	35.90	36.24
Recreation & Leisure SW	31.03	31.40	31.70	32.04	32.42	32.73	33.03	33.43	33.74	33.94	34.35	34.67
Certified Day Programme Staff				32.04	32.42	32.73	33.03	33.43	33.74	33.94	34.35	34.67
PSW/HCA	32.06	33.04	33.32	33.10	34.11	34.40	34.13	35.17	35.47	35.07	36.14	36.45
Building Maintenance Helper	29.06	30.04	30.32	30.00	31.02	31.31	30.93	31.98	32.28	31.78	32.86	33.17
Cook	28.39	28.79	29.03	29.31	29.73	29.97	30.22	30.65	30.90	31.05	31.49	31.75
Dietary Aide	26.98	27.42	27.70	27.86	28.31	28.60	28.72	29.19	29.49	29.51	29.99	30.30
Housekeeping Aide	26.98	27.42	27.70	27.86	28.31	28.60	28.72	29.19	29.49	29.51	29.99	30.30
Laundry Aide	26.98	27.42	27.70	27.86	28.31	28.60	28.72	29.19	29.49	29.51	29.99	30.30
Groundskeeper	20.43	20.73	20.96	21.09	21.40	21.64	21.74	22.06	22.31	22.34	22.67	22.92

The Employer agrees to reflect the RPN \$3.00 per hour wage adjustment addressed in the relevant Memorandum of Agreement, in the Schedule A of the collective agreement after the general wage increases occur each year.

at:cope343

ADDENDUM TO COLLECTIVE AGREEMENT

BETWEEN:

THE CORPORATION OF THE COUNTY OF LAMBTON

(Hereinafter called "The Employer")

- and -

UNIFOR

on behalf of its Local 302

(Hereinafter called "The Union")

AND IN RELATION TO:

PART TIME EMPLOYEES

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees regularly employed for no more than twenty-four (24) hours per week and students employed during the school vacation period, save and except supervisors, persons above the rank of supervisor, registered nurses, and office staff, as set out in the Certificate of the Ontario Labour Relations Board, dated October 24, 1974.
- B. The foregoing provisions of the Collective Agreement shall apply except for the following Articles, which do not apply to part time employees:

Article 2:01; 10; 11:02 (a)(b)(d)(e); 13; 14; 15; 20; 21.
- C. Seniority is defined as length of continuous service and will be acquired when an employee has worked 480 hours. The probationary period may be extended for one month by mutual agreement between the Employer and Union in case of an individual employee, provided that employees who have completed twenty shifts and who have been discharged, may have recourse to the grievance procedure.
- D. All part time employees who are required to work on any of the designated paid holidays in Article 13:01 shall be paid at double and one-half the regular rate for all hours worked on such holiday. Where part time employees are not required to work on a designated paid holiday in Article 13:01, they will receive holiday pay only if they meet the qualifiers in Section 25 (1) of the Employment Standards Act.

The Employer, in an effort to provide equal opportunities, will endeavor to rotate the scheduling of Paid Holidays through the part time staff complement.

- E. In the event the Employer shall hire an employee as a full time employee who, prior to such hiring has rights of seniority with the Employer as a part time employee, the seniority of such employee

shall be recognized and applied for all the rights and privileges of seniority. In the event a full time employee reverts to part time service, all seniority rights shall carry with that employee.

- F. Employees shall be paid at the rate of time and one-half their regular rate of pay for all time worked in excess of eight hours in any day or in excess of eighty (80) hours in a bi-weekly pay period.
- G. Part time employees shall receive parity wage rates per job classification so worked as full time employees and in addition there shall be a "benefits allowance" of 12% which is to be added to the hourly wages. This "benefits allowance" shall be reduced by the amount of the Employer's pension contributions for any part time employee who is in, or comes to be in, the Employer's pension plan (Ontario Municipal Employees Retirement System).
- H. All part time employees shall be entitled to vacation pay annually, before the end of January the following year, on the basis of the following formula:

Start of Employment	4% of earnings
After three (3) years' employment	6% of earnings
After six (6) years' employment	8% of earnings
After fifteen (15) years' employment	10% of earnings
After twenty-two (22) years' employment	12% of earnings

Vacation pay shall be paid on a separate cheque to be issued **on the second pay in January.**

- I. Where part time employees are required to wear uniforms, the Employer will pay the uniform and clothing allowance set out in Article 20:01 on a pro-rated basis based on a minimum payment of \$5.00.
- J. Where a vacancy is posted for a position within the full time bargaining unit and such vacancy is not filled by an employee in the full time bargaining unit, such vacancy shall be filled by the most senior applicant from this bargaining unit provided they possess the present skill and ability to perform the work available.
- K.
 - a) if an employee reports for work at the scheduled starting time and there is no available work in their regular job, they will be assigned alternate work or shall receive at least four (4) hours pay at the regular rate.
 - b) the reporting allowance provided in a) above will not apply where failure to work arises from causes beyond the Employer's control nor where the employee has received at least three (3) hours notification not to report for work.

L. Turn-Around Time

A part time employee may be scheduled or recalled to work on a straight time basis provided the following conditions are met:

At least eleven (11) hours time off has been provided between each shift; and

Where night shifts are worked at least twenty-four (24) hours' time off has been provided.

- M. If the Employee provides their schedule from another workplace at least two weeks before the schedule is posted, the Employer will endeavor to schedule around it whenever possible.

MEMORANDUM OF AGREEMENT

Between:

THE CORPORATION OF THE COUNTY OF LAMBTON
[Long Term Care Home – MGM]

(the “Employer”)

- and -

UNIFOR LOCAL 302

("The Union")

AGREEMENT RESPECTING HOURS OF WORK

WHEREAS the Union is the bargaining agent for a bargaining unit of employees (the “employees”) in a long term care home setting, employed by the Employer;

AND WHEREAS the Employer and the Union are parties to a collective agreement, effective on its face from April 1, 2026 to March 31, 2029 (the “Collective Agreement”);

AND WHEREAS the Employer and the Union are desirous of establish a practice, which is permitted by law, for employees in the bargaining unit working in excess of the maximum daily hours of work prescribed by the Employment Standards Act (the “Act”) and the Collective Agreement;

AND WHEREAS the Employer and the Union recognize that bi-weekly hours of work will be limited to 80 hours;

THEREFORE the EMPLOYER and the UNION AGREES AS FOLLOWS, respecting those employees that work twelve (12) hour shifts:

1. The Employer and the Union agree to cooperate with one another and make every reasonable effort to secure or renew, as the case may be, the necessary approvals required by the Act to work hours in excess of the maximums prescribed by the Act.
2. The Employer and the Union agree that the employees in the bargaining unit may work in excess of the daily maximums prescribed in the Act/collective agreement and up to 12 hours in a day, which will override the Hours of Work language in Article 11.03(a) of the collective agreement.

3. This Memorandum shall constitute the agreement that for employees to work up to 12 hours in a day, which will override the Hours of Work language in Article 11.03(a) of the collective agreement.
4. The Employer and the Union are in agreement that for employees that work twelve (12) hour shifts, this doesn't constitute overtime. Article 11.03(a) and the Overtime language of the collective agreement shall apply to these employees in the following circumstances:
 - When required to work in excess of eight (8) hours for a scheduled eight (8) hour shift;
 - When required to work in excess of twelve (12) hours for a scheduled twelve (12) hour shift;
 - Worked above the bi-weekly threshold of eighty (80) hours.
5. The Parties are in agreement that for those employees scheduled to work twelve (12) hour shifts, that their vacation accrual noted in Article 14.01 of the collective agreement doesn't change. Employees that are approved to take vacation time will be deducted the requested amount of hours that reflect their time away from the workplace and their scheduled shifts (i.e. 12hr shift = 12hrs deducted from vacation bank, 8hr shift = 8 hrs deducted from vacation bank). Employees that work twelve hours (12) shifts recognize that they aren't entitled to the exact number of days off as outlined in Article 14.01, as those number of days is in relation to eight (8) hours shifts and a forty (40) hour work week.
6. With Respect to Article 13 and Paid Holidays, the Parties agree that for employees that elect to be paid time and one-half for worked performed on the Holiday, they shall also be entitled to a day off with pay. The paid day off (stat day) will be representative of the hours that are worked on the Holiday (i.e. 8hrs or 12hrs). When any of the identified Holidays falls on the employee's regular day off, the employee shall be given an extra day's (8hrs) pay or an extra day (8hrs) off with pay, as per Article 13.02(b)
7. With respect to Article 15 Sick Leave Pay and Article 16 Bereavement Leave of Absence, the employee's current entitlements and accruals will not change. In the event an employee is required to utilize one of these types of leaves, the Parties agree that the employee will be paid for the hours missed for their scheduled shift(s).
8. **With respect to Article 23 Minimum Allowance, specifically 23.03 regarding call-in for an absent employee after the shift has started, the Parties agree that when it applies to twelve (12) hours shifts, an employee who completes ten (10) hours or more will be paid for the full shift.**
9. The Employer and Union are in agreement that employees that work twelve (12) hour shifts shall be entitled to a rest period of fifteen (15) consecutive minutes for each four

(4) hours of work during the shift. Additionally, these employees shall be entitled to two (2) thirty (30) minute meal periods during the twelve (12) hour shift.

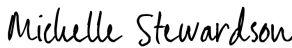
10. The Employer and the Union agree that nothing in this Memorandum is intended to, in any way, detract from or modify their rights and obligations as contained in the Collective Agreement.

11. The Union of the Employer may revoke this Agreement after giving twelve (12) weeks written notice to the party opposite. By doing so will result in the staffing compliment (Full-Time & Part-Time positions) being reverted back to prior to the implementation of the Scheduling Modernization Project.

Notwithstanding paragraph 11, this MOA shall remain in effect for the Term of the current Collective Agreement, including the term that the operation of the Collective Agreement may be extended by operations of the *Labour Relations Act*. Discussion regarding the continuation of this Program will be dealt with during negotiations, or before if agreed to by the Parties.

Agreed this 21 day of July, 2026 in Sarnia, Ontario.

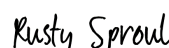
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Michelle Stewardson,
For the Union

Signed by:



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Rusty Sproul,
For the Union

Signed by:



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For the Employer

Signed by:



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For the Employer

LETTER OF UNDERSTANDING #1

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR
on behalf of its Local 302

(Hereinafter referred to as the "Union")

CALL-IN PROCESS

It is recognized that, at times, and for valid reasons, employees may not be able to work their scheduled shifts. In order to have conformity of the replacement process for the Home, and to ensure consistency of application and fairness in the distribution of call-in shifts, the following procedure shall apply, effective the first day of the month following ratification of the Collective Agreement renewal by the parties:

If an Employee calls in for 5 shifts or greater, the Employer can bundle two shifts when offering shifts.

All call-ins will be in a rotational descending order of seniority from all part-time employees until an employee accepts the call-in. For clarity, all part-time employees includes both permanent part-time and part-time staff. After going through the list at straight time the call will go to overtime calls within the list. If no one on the list accepts the call-in, overtime will then be offered to the Full-Time employees by order of rotational descending seniority. The employees on the permanent part-time/part-time list will be offered the call-in next in order of seniority. The next call-in will commence with the Permanent Part-Time/Part Time person following the name of the person accepting the last call-in and will continue in descending rotational order.

Any person on the list who is already working or scheduled to work, or whose acceptance of a call-in would result in overtime pay, will be by-passed, with the appropriate notation made in the Comments column. It is understood that an employee will not knowingly accept a shift which will put them in an unapproved overtime position. Situations resulting in approved overtime will be scheduled in accordance with the Collective Agreement aligned with the Employment Standards Act,

A call-in must be accepted in person. A call made will be considered a call placed. If the employee does not accept the shift, a call will be placed to the next employee on the list. Note: In an emergency situation or less than 1 hour before the start of the scheduled shift the rotational call-in system will be waived.

All scheduling guidelines and call in procedures shall be applicable to all classification based on the parameters defined in the Collective Agreement.

All permanent part-time employees shall accept additional call-In shifts to a minimum of two (2) shifts per schedule.

All part-time employees shall accept additional call-in shifts to a minimum of four (4) shifts per schedule.

This requirement shall be waived in the event the employee is unavailable to work due to an approved absence. (ie: Illness, injury, vacation or leave of absence).

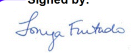
For permanent part time employees only, this requirement may also be waived for those employees attending school upon proof of a school schedule and Supervisor approval.

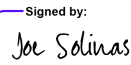
Employees who do not meet these requirements may be subject to discipline up to and including termination.

THE COUNTY OF LAMBTON

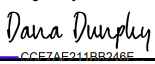
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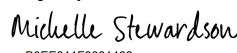
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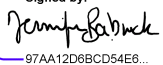
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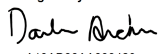
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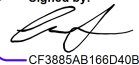
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Dated this 21 day of July 2026.

LETTER OF UNDERSTANDING #2

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: HEALTH & SAFETY

The Employer and Employees will take an active role in the implementation of a Health and Safety program that will maintain a safe and healthy work environment for not only County employees but residents, visitors and contractors at our Home.

Supervisors and Managers will take responsibility to ensure that all County policies and procedures are followed as they relate to employee safety,

All employees are also required to ensure that safe and healthy work conditions *are* maintained within their assigned areas.

All Supervisors and Managers are required to ensure their employees perform their work in a manner which is safe and healthy

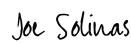
Employees are responsible for performing their job safely, following legislated standards and in accordance with our Health & Safety policies and procedures and to support these programs by reporting any unsafe acts and/or conditions to their supervisor.

THE COUNTY OF LAMBTON

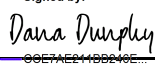
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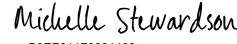
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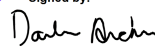
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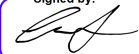
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Dated this 21 day of July 2026.

Marshall Gowland Manor – Unifor Local 302

Expiry: March 31, 2029

LETTER OF UNDERSTANDING #3

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: HARASSMENT

The County of Lambton and Unifor are committed to providing a harassment-free workplace. Harassment is defined as a "course of vexatious comment or conduct that is known or ought to be known to be unwelcome", that denies individual dignity and respect on the basis of the grounds such as: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the provincial Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

The workplace is defined as any County of Lambton facility and includes such areas as offices, shop floors, rest rooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a persons body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;
- Posting or circulation of offensive photos or visual materials;
- Unwanted physical conduct such as touching, patting, pinching etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation of the lodging of a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech or interfere with normal social relations.

Marshall Gowland Manor – Unifor Local 302

Expiry: March 31, 2029

Filing a complaint:

If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop of the unwanted behavior;
- Inform the individual that is doing the harassing or the discriminating against you that the behavior is unwanted and unwelcome;
- Document the events, complete with times, dates, locations, witnesses and details;
- Report the incident to Supervisor and Union representative.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union representative\County of Lambton official.

Investigation

Upon receipt of a complaint, the Supervisor and Union representative contacted will immediately inform their Union or Company counterpart and together they will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Corporate Manager Human Resources and the Local Union Chair Person or designate.

A formal investigation of the complaint will begin by the Local Union Chair Person or designate and the Corporate Manager of Human Resources or their designate, interviewing the alleged harasser, witnesses and other persons named in the complaint. Any related documents may also be reviewed. Should the complaint involve sexual harassment\discrimination, the process will include the same gender as the complainant, whichever is applicable.

Resolution

The Corporate Manager Human Resources or their designate will then complete a report on the findings of the investigation. The Corporate Manager Human Resources will make a determination on an appropriate resolution, in an attempt to resolve within ten (10) days and ensure the resolution is fair regarding discrimination and harassment in the workplace.

In the event the complaint is not resolved by the parties, the complainant may pursue a grievance beginning at step two in accordance with the provisions of the Collective Agreement.

The pursuit of frivolous allegations has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged.

All documentation is to be secured in the Human Resources Department Secure Files Storage.

All employees have the right to file a complaint with the provincial Human Rights Commission and to seek redress under the Human Rights Code.

THE COUNTY OF LAMBTON

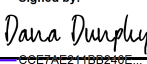
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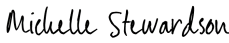
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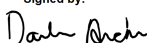
UNIFOR LOCAL 302

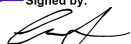
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Dated this 21 day of July 2026.

LETTER OF UNDERSTANDING #4

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

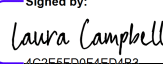
UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: VIOLENCE AGAINST WOMEN

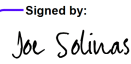
The parties hereby recognize and share the concern that women uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (i.e.: doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

THE COUNTY OF LAMBTON

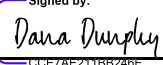
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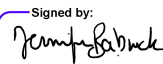
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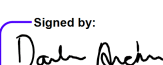
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Dated this 21 day of July 2026.

LETTER OF UNDERSTANDING #5

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

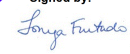
Re: EDUCATION FUND

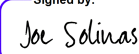
The employer shall pay to Unifor a lump sum amount of \$1250.00 upon date of ratification to establish an education fund for Local 302.

THE COUNTY OF LAMBTON

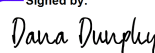
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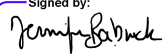
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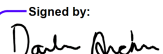
UNIFOR LOCAL 302

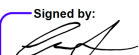
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Signed by: 
A19ADB09A099428...

Signed by: 
CF3885AB166D40B...

Dated this 21 day of July 2026.

LETTER OF UNDERSTANDING #6

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: ALTERNATE CLASSIFICATIONS

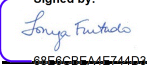
The parties agree that all employees shall have one primary classification but may also hold an alternate classification. It is clearly understood that an employee may only be utilized in their alternate classification based on the criteria below.

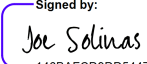
1. The employee must have the necessary qualifications for the alternate classification **and must complete the required assigned Surge learning material within the prescribed timelines.**
2. All call-ins would first be offered to those employees that hold the position as their primary classification. When the list of employees from the classification is exhausted the call-ins would then be offered to those employees from the alternate list on a rotational seniority basis.
3. Employees that work in alternate classifications shall only be allowed to be paid out for all hours worked and will not have the ability to bank overtime.

THE COUNTY OF LAMBTON

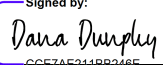
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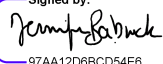
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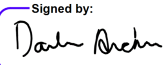
UNIFOR LOCAL 302

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Signed by: 
CF3885AB166D40B...

Dated this 21 day of July 2026

LETTER OF UNDERSTANDING #7

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: INDIVIDUALS EMPLOYED BY THE COUNTY RECEIVING BENEFITS POST 65

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

Extended Health Care benefits listed in the collective agreement including vision & paramedical. Dental Coverage (cost sharing as described in collective agreement).

OMERS pension plan (subject to the terms and conditions as set by OMERS) including and without limit to the age stipulation.

Life Insurance to a maximum benefit coverage of \$25,000. Employees will not be entitled to Long Term Disability benefits identified in Article 15.03, or dependent life insurance identified in the Sun Life Financial benefits booklet.

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

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

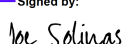
Employees will maintain sick leave credits accrued under Article 15 prior to turning 65 years of age and cease at age 70. Such sick leave credits shall have no cash value at termination.

THE COUNTY OF LAMBTON

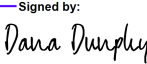
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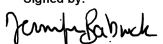
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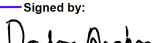
UNIFOR LOCAL 302

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Signed by: 
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Dated this 21 day of July 20 26 .

LETTER OF UNDERSTANDING #8

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: JOB QUALIFICATIONS

The Employer and the Union agree that Job qualifications may change in response to revised expectations and standards by the Ministry of Health and Long Term Care, current practice, and availability of courses. The Employer will notify the Union when job qualifications change.

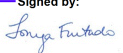
Current qualifications for all new hires into Life Enrichment Staff, Dietary Aide, Cook, Personal Support Worker and RPN positions are as per the Long Term Care Act.

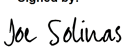
Employees not currently in the job classification must have current qualifications to apply to job postings.

THE COUNTY OF LAMBTON

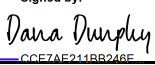
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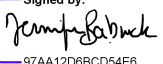
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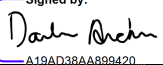
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Signed by: 
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Signed by: 
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Dated this 21 day of July 2026.

LETTER OF UNDERSTANDING #9

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: CORRECTION TO ERRORS MADE RE: EMPLOYEE'S PAYMENT OF WAGES

Payments shall be made for time worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period.

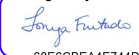
In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment is brought to the Employer's attention.

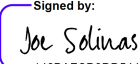
If the error is the result of action/inaction on the part of the Employer and results in an employee being underpaid by 4 hours or more, the Employer will provide payment for the short fall within three (3) business days from the date notified of the error as per the ESA Wage Payroll Act Ontario.

THE COUNTY OF LAMBTON

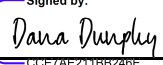
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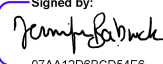
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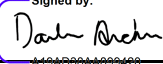
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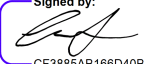
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Signed by: 
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Signed by: 
CF3885AB166D40B...

Dated this 21 day of July 2026.

LETTER OF UNDERSTANDING #10

Between

THE CORPORATION OF THE COUNTY OF LAMBTON
(Hereinafter referred to as the "Employer")

- and -

UNIFOR on behalf of its Local 302
(Hereinafter referred to as the "Union")

Re: FILLING POSITIONS DURING THE ONE (1) MONTH TRIAL PERIOD

The parties agree to the following process when filling a vacant position during the one (1) month trial period addressed in Article 25:01 of the collective agreement:

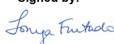
In order to provide a successful applicant to a new job posting the allotted trial period, as described in Article 25:01 of the collective agreement, the parties agree that the newly vacant position will be filled by available permanent part-time and part-time employees.

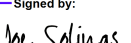
The shifts will be offered to permanent part-time and part-time employees in rotational descending order of seniority. Once the successful applicant is confirmed as per article 25.01, their previous position shall be posted as per Article 22:00 of the collective agreement.

THE COUNTY OF LAMBTON

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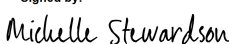
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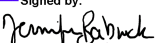
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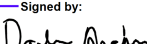
UNIFOR LOCAL 302

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A19AD38AA89942N...

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CF3885AB166D40B...

Dated this 21 day of July 2026.

APPLICATION AND APPROVAL FOR SHORT TERM REDUCED WORK WEEK

Unifor 302 - Article 11:02 (h)

Subject to operational requirements, the employee or employer may initiate a totally voluntary request for a short term reduced work week. Qualifying employees are those full time employees with 10 years or more continuous service at MGM. The schedule may be reduced to a minimum of nine (9) shifts in a two week pay period. The employer will specify the time duration in advance, to a maximum of six (6) months. A full time employee shall be entitled to a maximum of six (6) reduced work week opportunities. Where an employee working such a reduced schedule, leaves their position, the position will be posted without the reduction. Part Time employees taking these extra shifts are not eligible to receive benefits. It is understood that this reduction in shifts and hours of work will not create an increase in the total compensation cost of the bi-weekly pay period. The term may be renewed by mutual agreement of the Employer and the Union. Termination by either party requires 6 weeks' notice.

Employees while participating in the Reduced Work Week shall not be eligible for "give away days" as described in article 11:02(g).

EMPLOYEE NAME
SENIORITY DATE
REDUCED WORK WEEK START DATE
REDUCED WORK WEEK END DATE
DAY OFF
NUMBER OF PREVIOUS APPROVED REQUESTS FOR REDUCED WORK WEEK

BENEFITS ELIGIBILITY: Coverage would continue provided employees work a minimum of 72 hours biweekly. All entitlements will be the same as when the employee is working full time hours with the exception of those benefits based on earnings (i.e. WI, LTD, Life Insurance, ADD, W5113). These will be calculated based on reduced earnings.

VACATION IMPACT: Vacation will be pro-rated.

OMERS IMPACT: When an OMERS member's hours are reduced as a temporary or short-term measure, actual (reduced) contributory earnings will be used to calculate and deduct contributions. The absence is considered a leave period therefore all or part of which is purchasable at double contributions. This is also subject to OMERS terms and conditions.

SENIORITY IMPACT: Seniority will not be affected by the short term work week.

TERMS:

- All current provisions of the existing Collective Agreement apply.
- This agreement may be terminated by either party with 6 weeks written notice.
- This agreement will take effect upon completion of signatures of all parties listed below.
- Agreements will be for a minimum of 8 weeks and a maximum of 6 months.
- The maximum reduction in hours will be 8 hours in a biweekly period and must be taken in an 8 hour block.
- Such request will not be unreasonably denied.

Employee

Date

Supervisor/Administrator

Date

Union

Date

Senior Labour Relations Consultant

Date

Scheduling Guidelines - Unifor

All scheduling guidelines and call in procedures shall be applicable to all classifications based on the parameters defined in the Collective Agreement.

These are the revised scheduling guidelines that the Employer will be operating by:

1. The schedule will be posted in each department two (2) weeks in advance of when the schedule starts.
2. Time off requested before the schedule has been posted will be filled by the Employer subject to operational requirements and signed approval by the immediate Supervisor. Such requests for time off will be submitted no later than 3:00 p.m. on the Monday of the Posting Schedule week.
3. Time off requested after the schedule has been posted will be filled by the Employee subject to operational requirements and signed approval by the immediate Supervisor/Manager. Such requests for time off will be submitted 48 hours in advance with the exception of requests submitted Thursday through Sunday inclusive which will remain at 72 hours.
4. A mutual exchange of scheduled shifts, once approved, cannot be changed or mutualled again. Mutuals may be made before or after the schedule is posted, on the mutual shift application form.



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Tel: (519) 951-0302

