

COLLECTIVE AGREEMENT

BETWEEN



THE JOHN M. PARROTT CENTRE

(hereinafter referred to as "the Employer")

OF THE FIRST PART

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3014**



(hereinafter referred to as "the Union")

OF THE SECOND PART

JANUARY 1, 2021 TO DECEMBER 31, 2023

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ARTICLE 1 - PURPOSE

1.01 It is the purpose of both parties to this Agreement:

- (1) To maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (3) To encourage efficiency in operations.
- (4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend employees and to discipline or discharge any employee, provided that a claim by an employee who has acquired seniority, that has been disciplined or discharged without just cause may be the subject matter of a grievance as provided in this Agreement;
- (c) make, enforce and alter from time to time, rules and regulations to be observed by the employees;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of facilities, equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

- 2.02 The Employer agrees that these managerial functions shall be executed in a manner consistent with the general purpose and intent of this Agreement and subject to the right of an employee to lodge a grievance as set forth herein.

ARTICLE 3 - RECOGNITION

- 3.01 The Employer recognizes the Canadian Union of Public Employees and Its Local 3014 as the sole and exclusive collective bargaining agent for all employees of the John M. Parrott Centre in the County of Lennox and Addington, save and except supervisors, persons above the rank of supervisor, registered nurses, confidential secretary to the Administrator, and students employed during the school vacation period, and hereby agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.
- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit that would result in a lay-off or reduction in hours of any member of the bargaining unit employed at the time.
- 3.03 This Collective Agreement is fully applicable to all part-time employees, unless otherwise specified.
- 3.04 No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 3.05 Subject to Article 3.02 the Union agrees that the Employer may retain temporary employees from time to time.

Temporary employees shall be defined as employees who are hired through Federal or Provincial Government Grant programmes or a work related experience programme available through college/university programs, for a specific period of time.

The Employer will provide the Union with written notification of such temporary employees in advance of the commencement of the programme. Such notification shall include information about the purpose of the programme, duties of the temporary employees, duration of their placement and the number of temporary employees.

ARTICLE 4 - NO DISCRIMINATION

4.01 (a) It is agreed that there will be no discrimination, harassment, intimidation, interference, restraint or coercion, practised by the Employer, the Union or by any employee covered by this Agreement by reason of race, colour, national origin, political or religious affiliation, sex or marital status, place of residence, membership or activity or lack of membership or activity in the Union or by any other reason prohibited by the Ontario Human Rights Code as amended. An employee who feels she/he has been discriminated or harassed may file a complaint with the Human Rights Commission, or file a complaint in accordance with the John M. Parrott Centre Harassment Policy.

(b) **Personal Harassment**

Personal harassment is defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises any objectionable act, comment or display that demeans, belittles, or causes personal humiliation or embarrassment, and any act of intimidation or threat.

Harassment does not include supervisory responsibilities including performance evaluation, disciplinary action, day-to-day management of the operation, or conduct that does not interfere with a climate of understanding and respect for the dignity and work of John M. Parrott Centre employees.

4.02 It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Administrator.

ARTICLE 5 - UNION SECURITY

5.01 All employees who are now members of the Union shall remain members of the Union and all new employees shall become members of the Union after they have completed their probationary period as a condition of employment.

5.02 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and give each new employee a copy of this Agreement.

During the orientation session, the Union President or their designate shall be allowed to meet with the new employees for up to thirty (30) minutes.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 The Employer shall deduct from every employee covered by this Collective Agreement, including probationary employees, any monthly dues or initiation fees in accordance with the Union Constitution and By-Laws.
- 6.02 Deductions shall be made from each payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of the names, addresses, phone numbers and classifications of employees from whose wages the deductions have been made. This list will also include the above listed information for all new hires and will include anyone that has left the Employer, either permanently or temporary, in the last month for any reason.
- 6.03 At the same time the Income Tax (T-4) slips are made available, the Employer shall type on the T-4 slip the amount of Union dues paid by such employee in the previous year.
- 6.04 The Union shall indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.

ARTICLE 7 - NO STRIKES/NO LOCK-OUTS

- 7.01 During the term of this Agreement, there shall be no strike by the Union and no lock-out by the Employer.

ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the Union, with a copy to the President and National Representative.

ARTICLE 9 - REPRESENTATION

- 9.01 It is agreed that a Joint Committee will be established with up to three (3) but no less than two (2) employees from Local 3014 of the Canadian Union of Public Employees and the Employer and will meet at least once every quarter. The Committee shall establish a Terms of Reference, which will be reviewed annually. The Committee shall meet as scheduled, or at the written request of either party, to discuss matters of mutual concern, which matters may not necessarily be covered by this Collective Agreement. The Committee will not discuss matters that are properly the subject of The Joint Health and Safety Committee or are properly the subject of The Grievance Committee. With prior written notice either party may have extra representation for the purpose of clarification and/or explanation.

9.01 - Continued

The fundamental purpose of this Committee shall be to exchange views on matters which affect the duties required by the Employer and the welfare of its employees. This Committee shall have the power to recommend, but no power to effect changes in the existing Agreement with Local 3014.

- 9.02 The Employer agrees to recognize a Committee of Stewards, comprised of a Chief Steward and five (5) Stewards.
- 9.03 The Employer agrees to recognize a Grievance Committee to be composed of the President, Chief Steward and the Steward involved with the grievance being considered.
- 9.04 The Employer will recognize a Negotiating Committee of not more than three (3) employees and the Union's Representative for the purpose of re-negotiating this Collective Agreement.
- 9.05 The Union shall notify the Employer in writing of the names of the Stewards and the members of the Negotiating and Grievance Committees as they are from time to time selected, and the Employer shall not be required to recognize any such Steward and/or Negotiating and Grievance Committee Members until it has been so notified.
- 9.06 A Steward or Committee Member shall have acquired seniority with the Employer.
- 9.07 The Union agrees that Stewards, Union Officers and Committee Members have their regular duties to perform on behalf of the Centre and they shall not leave their duties to investigate or process any grievance or to attend a meeting with the Employer or to negotiate with the Employer without the prior consent of their Supervisor. It is understood that Stewards, Union Officers and Committee Members will not absent themselves from their regular duties unreasonably. The consent of the Supervisor shall not be unreasonably withheld.
- 9.08 The Employer will pay the Stewards and Committee Members at their regular straight time hourly rate for all regular time lost in handling grievances and in negotiating with the Employer provided that, in the opinion of the Employer, the amount of time so spent is not unreasonable. This provision will not apply to any arbitration proceedings.
- 9.09 The Union shall have the right of assistance from a National Representative when negotiating with the Employer and as stipulated in the Grievance Procedure. The National Union Representative will, when dealing with the Employer, obtain the prior consent of the Administrator prior to entering any premises of the Employer, which consent shall not be unreasonably withheld.

- 9.10 The parties agree that if incidents involving workplace violence as defined in the Occupational Health and Safety Act (OHSA) occur, such action will be documented, investigated, and interventions/corrective action implemented as appropriate.

The Occupational Health and Safety Committee will review all incidents. Reasonable steps within the control of the Employer will follow to address the health and safety concerns.

- 9.11 The Employer and the Union agree to the establishment of a Joint Occupational Health and Safety Committee which shall be a Committee separate and distinct from any other Committees established under this Agreement. The purpose of the Joint Occupational Health and Safety Committee shall include all the duties and responsibilities of such a Committee as provided under the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of an equal number of representatives from the Employer and the Union as may be established from time to time (but in no case shall the number of representatives from each be less than two [2]).
- 9.12 All employees shall be notified in advance of any meeting with the employer that requires union representation or that the employees requests union representation in order that the employee may contact a representative to be present for the meeting.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 The purpose of this Article is to establish a procedure for the settlement of grievances and grievances shall be defined as any difference relating to the interpretation, application, administration or alleged violation of this Agreement.
- 10.02 (a) It is understood that an employee has no grievance until the matter has been orally referred to his/her immediate Supervisor who shall have an opportunity to adjust the complaint.
- (b) Such a complaint shall be brought to the attention of the immediate Supervisor within ten (10) working days of the incident giving rise to the complaint. The immediate Supervisor shall state his/her decision orally within five (5) working days of receiving the complaint.
- 10.03 If an employee is dissatisfied with his/her immediate Supervisor's disposition of the complaint, it may be taken up as a grievance in the following manner and sequence:

10.03 - Continued

STEP 1

The aggrieved employee(s), with his/her Steward, shall refer such matter on a written grievance form to his/her immediate Supervisor within five (5) working days of the Supervisor's verbal reply as stipulated in Article 10.02 (b). The Supervisor shall answer the grievance in writing within five (5) working days. The complaint shall specify the article or articles and sub-sections of the Agreement of which a violation is alleged and indicate the relief sought and be signed by the employee(s).

STEP 2

Should the employee not be satisfied with the disposition of the grievance at Step 1, the grievance may be referred to the Administrator or their designate within five (5) working days of the receipt of Supervisor's reply at Step 1.

Upon receipt of the grievance, the Administrator or their designate shall arrange a meeting, to be held within ten (10) working days of receipt of the grievance, with the grievor, the Union's Grievance Committee and representatives of Management to discuss the grievance. The Union's National Representative may be in attendance at this meeting. The Administrator or his/her designate shall answer the grievance, in writing, within five (5) working days of said meeting. Failing settlement of the grievance, it may be referred to arbitration as provided in Article 11.

- 10.04 The Union or the Employer may initiate a grievance involving a question of general application or interpretation, beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within fifteen (15) working days of the incident giving rise to the complaint and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under Article 11 by either the Union in the case of a Union grievance, or the Employer in the case of an Employer grievance. The Union may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular Grievance Procedure shall not thereby be by-passed.
- 10.05 Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing (electronic exchange i.e. email) between the Employer and the Union.
- 10.06 Employees who are covered by this Agreement shall be required to follow the procedures laid down in Article 10.03 and no employee shall appeal directly to any member of Council or Official of the County.
- 10.07 For the purpose of this Article and Articles 11 and 12, working days shall mean days other than Saturdays, Sundays and Paid Holidays.

ARTICLE 11 – MEDIATION AND ARBITRATION

11.01 After the grievance procedure as set out in this Agreement has been exhausted and before an arbitrator is contacted under this Article, both Parties **may** agree to utilize the services of a Grievance Mediator to assist the Parties in resolving their differences. In the event a Grievance Mediator is requested, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the Parties and provided a report.

The Parties shall jointly share the expense of the Grievance Mediator.

11.02 (a) Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any grievance procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. A matter referred to arbitration will be dealt with by a Board of Arbitration or sole arbitrator as the case may be.

(b) **Board of Arbitration**

Failing settlement under the Grievance Procedure of any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, either party may advise the other party within twenty-five (25) working days following receipt of reply under the final Step of the Grievance procedure, that is referring the grievance to arbitration. Such notice shall include the name of the referring party's nominee to the Board of Arbitration. Within ten (10) working days from receipt of such notice the other party must in turn advise the name of its nominee. A third person to act as Chair of the Board shall be selected by the two nominees. Should either party fail to appoint its nominee within the aforementioned time frame or should the two nominees fail to select a Chair within ten (10) working days, either party may request the Office of Arbitration, Ontario Ministry of Labour to appointment the Chair.

11.02 (c) **Single Arbitrator**

As an alternative to the provisions of Article 11.02(b), provided the Employer and the Union agree by mutual written agreement of the parties within twenty-five (25) working days, a Sole Arbitrator may be substituted for a Board of Arbitration. Following such Agreement, the party referring the matter to arbitration shall advise the other party of the names of three (3) arbitrators to decide the matter. Should the receiving party not agree to a proposed arbitrator, it shall respond within ten (10) working days with its list of three names. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

- 11.03 The Arbitrator shall not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 11.04 The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01 Any employee may be suspended or discharged, but only for just cause. The employee will be advised of the nature of the concern and will be given up to three (3) days to respond to these concerns. Prior to the imposition of suspension or discharge, an employee shall be given the reason in the presence of his/her Steward or Union Representative. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such suspension or discharge.
- 12.02 A claim by an employee who has completed his/her probationary period that his/her discharge or suspension was without just cause shall be treated as a grievance if his/her written statement is lodged with the Employer within ten (10) working days of his/her discharge or suspension. Such grievance shall commence at Step 2 of the grievance procedure as herein provided.
- 12.03 Such grievance may be settled by confirming the Employer's action in discharging or suspending the employee, or by reinstating the employee with appropriate compensation, or by any other arrangement which is just and equitable in the opinion of the parties or, if necessary, a Board of Arbitration.
- 12.04 Provided there are no further notations of a disciplinary nature placed on an employee's record for a period of eighteen (18) months, disciplinary notations older than eighteen (18) months shall not be used against an employee, with the exception of disciplinary notations resulting from abusive behaviour towards residents of the Home.

Such notations shall receive individual consideration on the length of time they remain on the employee's file and may be relied upon in the event of further occurrence(s) of same or similar nature if still on file. Copies of any disciplinary notations which are put on an employee's record shall be provided to the employee and to the trade union in order to be relied upon.

ARTICLE 13 - SENIORITY

- 13.01 (a) Seniority is defined as the length of continuous service in the bargaining unit. Once established, seniority shall be maintained and accumulated as per Article 13.03. Seniority shall operate on a bargaining unit wide basis.

- 13.01 (b) In this Agreement, a "full-time employee" shall mean an employee who is regularly employed not less than thirty-seven and one-half (37½) hours per week or seventy-five (75) hours bi-weekly on a regular and continuing basis. Seniority for "full-time employees" shall be calculated from last date of hire with the Employer.
- (c) In this Agreement, a "part-time employee" shall mean an employee who is regularly employed for thirty-six (36) hours or less per week or seventy-two (72) hours bi-weekly on a regular and continuing basis. Seniority for part-time employees shall be calculated on the basis of number of hours worked. Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.
- (d) The Employer shall maintain separate seniority lists for full-time employees and part-time employees. For the purposes of conversion from full-time employment to part-time employment, 1950 hours actually worked shall constitute one (1) year of service and vice versa. Seniority of full-time and part-time employees shall be integrated for the purpose of exercising seniority rights under this Agreement in accordance with the formula set out in the provisions.
- (e) A "casual employee" shall mean an employee who works on a temporary or replacement basis with no fixed schedule and shall be subject to the terms and conditions set out in Schedule "B" forming part of this Agreement.

13.02 Newly hired employees shall serve a probationary period of four hundred and eight-seven and one-half (487.5) hours worked and shall have no seniority rights during this period. Employees during this probationary period will have a performance review at approximately two hundred (200) hours to ensure that there is a clear understanding of job expectations and for guidance to be given. Such probationary period may be extended by mutual agreement of the Union and the Employer.

Upon completion of the probationary period, a new employee shall have his/her seniority dated back to the date he/she started to work with the Employer. During the probationary period, an employee may be discharged at the discretion of the Employer and without recourse to the Grievance Procedure.

13.03 Seniority, once established for an employee, shall be maintained and accumulated under the following conditions:

- (a) while he/she is actively at work for the Employer after he/she has completed his/her probationary period as set out in Article 13.02 above;
- (b) during any period when he/she is prevented from performing his/her work for the Employer by reason of injury arising out of and in the course of his/her employment for the Employer and for which he/she is receiving compensation under the provisions of The Workplace Safety and Insurance Act, 1997, subject to Article 13.04;

- 13.03 (c) during the first ninety (90) days of any approved leave of absence, excluding maternity or adoption leave;
- (d) during the first twelve (12) months of any absence due to illness or lay-off.
- (e) seniority shall be retained but not accumulated when a part-time employee is absent without pay from work due to illness, injury and lay-off for less than fourteen (14) calendar days.
- (f) the rate of accumulation of seniority for part-time employees who are on an approved leave as outlined above in (b), (c) and (d) will be based on the employee's normal weekly hours paid over the preceding qualifying twenty-six (26) weeks. A qualifying week is a week where the employee is not absent due to vacation, pregnancy/parental leave, WSIB, or illness, injury or lay-off.
- 13.04 Seniority, once established for an employee, shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if he/she voluntarily quits;
- (b) if he/she is discharged for any cause and not reinstated through the Grievance Procedure;
- (c) if he/she fails to report for duty after a lay-off or leave of absence in accordance with the provisions of this Agreement;
- (d) if twenty-four (24) months have elapsed from the date of lay-off;
- (e) if he/she is absent from work for more than three (3) scheduled working days without notifying the Employer, unless absent for a reason satisfactory to the Employer;
- (f) if he/she is absent from work for more than twenty-four (24) months due to illness or accident, unless extended by mutual agreement subject to the Employer's responsibilities under the Human Rights Code of Ontario.
- (g) if he/she utilizes a leave of absence for purposes other than those for which a leave of absence has been granted.
- 13.05 The Employer shall maintain a seniority list showing the employee's seniority date. An up-to-date seniority list shall be sent to the Union and posted on all appropriate bulletin boards in January and July of each year.
- 13.06 No employee shall be transferred to a position outside the bargaining unit without his/her consent.

13.07 Seniority - Part-Time

- (a) New employees covered by this addendum shall serve a probationary period of four hundred and eighty-seven and one-half (487½) hours from the date of last hiring before acquiring seniority rights, which shall then date back to the last date of hiring. Such probationary period may be extended by mutual agreement of the employee and the Union. Probationary employees may be discharged at the discretion of the Employer without entitling the employee to recourse to the Grievance Procedure.
- (b) Part-time employees shall be able to apply for posted vacancies pursuant to Article 14. The Employer shall select part-time applicants in accordance with the criteria set out in Article 14 "Promotions and Job Postings" of this Collective Agreement, and seniority shall be calculated pursuant to Article 13.08 (a) herein for posting to full-time positions.

13.08 Service and Seniority Transfers

- (a) When a part-time employee is transferred to the full-time bargaining unit, for purposes of establishing a seniority date and a service date for vacation and benefit entitlement, actual hours worked shall establish the seniority and service date. 1950 hours shall constitute one (1) year of seniority and service.
- (b) In the case of a transfer of a full-time employee to part-time employment, the full-time employee shall be credited with 1950 hours for each full year of service and pro-rated for service of less than one (1) full year, and similarly if a part-time employee transfers to full-time employment, the employee shall be assigned a seniority date calculated on the basis that 1950 hours worked equals one (1) year of service and pro-rated for service of less than 1950 hours.
- (c) In the case of a transfer from part-time to full-time, the employee shall not be required to serve the trial period set out in Article 14.03. Part-time employees transferring to full-time status shall be eligible for fringe benefits available to full-time employees from the commencement of their full-time status subject only to such waiting periods or other eligibility conditions set out in the policies of insurance or plans providing the coverage or fringe benefits.
- (d) In the event that a full-time employee wishes to be assigned to a part-time position, the following shall apply:
 - (i) The request for transfer shall be submitted for approval to the Administrator, which approval shall not be unreasonably withheld;
 - (ii) If approved, the employee's full-time position will be posted in accordance with Article 14;

13.08 (d) - Continued

- (iii) If a regular part-time employee applies and is appointed to the posted position, the full-time employee will be given the successful applicant's part-time position, acquire part-time status, and be credited with part-time seniority in accordance with Article 13.08 (b). The successful applicant will be credited with full-time seniority in accordance with Article 13.08 (c).
- (iv) If there are no applicants to the posting, there will be no transfer.

ARTICLE 14 - PROMOTIONS AND JOB POSTING

14.01 When a vacancy or a new position is created within the bargaining unit, the Employer shall notify the Union in writing and post notices of the position on the Employer's bulletin boards and circulate via County email for a minimum of seven (7) consecutive calendar days so that all members will know about the vacancy or new position and the requirements to fill that vacancy or new position. The notice will specify the nature of the job, the shift, the qualifications required, the rate of pay and the number of employees being recruited if more than one (1). An employee who wishes to be considered shall make formal application to the Employer. No external applicant will be considered before all internal candidates have been considered first.

14.02 Both parties recognize:

- (1) the principle of promotion within the service of the Employer;
- (2) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall be made of the applicant with the greatest seniority and having the required qualifications. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

14.03 Except for the vacancy occasioned by the placing of the successful applicant in the position so posted, any further vacancy may be filled by the Employer without posting however in accordance with Article 14.02. The successful applicant will be placed in the vacancy for a trial period not exceeding two (2) months and if the employee proves satisfactory, then he/she shall be considered permanently assigned to the vacancy. If the employee proves unsatisfactory or if the employee decides that he/she is unable to perform the duties of the vacancy, or dislikes the new position, to which he/she is posted during the trial period, the employee shall be returned to his/her former position at his/her former rate of pay without loss of seniority and the vacancy may be filled without further posting, however, in accordance with Article 14.02.

14.03 - Continued

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position at his/her former rate of pay, without loss of seniority.

14.04 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of his/her successful bid, except with the Employer's permission, or where the temporary full-time vacancy is of six (6) months duration or more subject to the employee being granted this opportunity once per calendar year.

14.05 The Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

14.06 When a temporary vacancy is created within the bargaining unit, the Employer shall notify the Union in writing and post notices of the position on the Employer's bulletin boards and circulate via County email for a minimum of seven (7) consecutive calendar days so that all members will know about the temporary vacancy, and the requirements to fill that temporary vacancy. A temporary vacancy shall be defined as a vacancy of more than two (2) months. Temporary vacancies will be filled as follows:

(a) Regular part-time employees working in the classification in which the temporary vacancies occur will be offered the position in accordance with seniority if the part-time employee has the required qualifications.

(b) If no employees request the work under paragraph (a) or are qualified for the work, then the Employer may hire from outside sources, and an applicant so hired shall be informed of the temporary nature of the employment and shall be on probation for four hundred and eighty-seven and a half (487.5) hours or the entire period of the temporary vacancy whichever is the lesser (provided that if such employee is retained after the expiration of the temporary vacancy, such employee shall be able to utilize their seniority to apply for the position should it be posted).

(c) Employees filling temporary vacancies shall be considered as part-time employees and be paid in accordance with Article 24.06 in lieu of entitlement to all employee benefits and paid holidays.

(d) In the event the actual length of time of the temporary vacancy is shorter than expected, the employee in the temporary vacancy will be given two (2) weeks' advance notice that his/her term in the temporary vacancy is ending.

14.07 Whenever the employer finds it necessary to extend a temporary position for greater than thirty (30) working days, the employer will advise the union of the duration of the anticipated extension, if known.

ARTICLE 15 - LAY-OFFS AND RECALLS

- 15.01 A lay-off shall be defined as a reduction in the workforce or a reduction in the overall regular hours of work.
- 15.02 The Employer shall provide ninety (90) calendar day's notice of lay-off to the employee and the Union. When it is not possible to provide such notice, the employees shall be paid in lieu of notice for that portion of the above days during which work was not made available.
- 15.03 An employee who is subject to a lay-off shall be laid off in the inverse order of seniority and shall have the right to either:
- (a) accept the lay-off or,
 - (b) opt to retire, if eligible under the terms of the pension plan or,
 - (c) displace another employee who has lesser bargaining unit seniority in the same or lower paying classification in the bargaining unit if the employee originally subject to the lay-off has the ability to meet the normal requirements of the job.
 - (d) In the event that there are no employees in the same or a lower classification with lesser seniority to displace under (c) above, an employee in receipt of a lay-off notice may displace another employee with lesser seniority in a higher-paying classification (next highest first, etc.) provided the employee is able to meet the normal requirements (i.e. education, qualifications, etc.) of the job.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his/her intention to do so and the position claimed within seven (7) days after receiving the notice of lay-off.

The Employee so displaced shall be deemed to have been laid off and shall be entitled to notice equal to the remaining number of days in the original ninety (90) day notice period. In any event, no employee subject to lay-off shall receive less notice than is provided for in the *Employment Standards Act*.

- 15.04 Employees shall be recalled from lay-off in order of seniority, provided they have the present qualifications to perform the normal required work available. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- 15.05 An employee recalled to work in a different classification from which he or she was laid off shall have the privilege of returning to the position held prior to lay-off should it become vacant within six (6) months of being recalled.

- 15.06 When recalling an employee after lay-off, he/she shall be notified by registered mail or telegram and allowed five (5) working days to report for work, and in the meantime if an employee is recalled and is not immediately available for work, other employees in seniority standing shall be recalled but shall be temporarily employed until the senior employee reports within the five (5) day period as outlined. An employee receiving a registered letter or telegram must contact the Employer within forty-eight (48) hours of receipt of the notice of work if he/she wishes the Employer to hold the job open for him/her for the full five (5) day period. A copy of registered letter or telegram will be sent via email to the Union Secretary on the same day. It shall be the employee's responsibility to keep the Employer notified as to any change of his/her address or telephone number so that they will be up-to-date at all times. The Employer shall not be responsible for lost wages of any employee that fails to respond to recall notice when the Employer makes an effort to contact the employee at the address and telephone number that has been provided by the employee.
- 15.07 No new employees shall be hired into the bargaining unit until those laid off, having the present qualifications for the job available, have been given an opportunity of recall subject to Article 15.06.
- 15.08 The Employer agrees to pay its share of coverage for all employees' benefit plans for employees laid off for three (3) months following the date of lay-off, provided that the employee pays his/her share of the said benefit plans and conditional that an employee who takes employment outside of the bargaining unit shall forfeit his/her rights under this Article.
- 15.09 For employees who are members of the bargaining unit, grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.
- 15.10 Employees on lay-off 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 lay-off.
- 15.11 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

ARTICLE 16 - HOURS OF WORK

- 16.01 Recognizing that full-time employees have different hours of work, unpaid lunch breaks shall be provided as follows:
- Seven and one-half (7.5) hours per day plus a thirty (30) minute unpaid lunch period.

16.01 - Continued

Eleven and one quarter (11.25) hours per day plus a forty-five (45) minute unpaid lunch period or eleven (11) hours per day plus two (2) thirty (30) minute unpaid lunch periods as determined by the employer.

Ten (10) hours per day plus two (2) thirty (30) minute unpaid lunch breaks

Nine (9) hours per day plus two (2) thirty (30) minute unpaid lunch breaks

- a) experein staff scheduling shall follow a rotation period of four (4) weeks.
- b) All other classifications shall follow a rotation period of two (2) weeks.

The normal full-time hours of work shall be a minimum of seventy-five (75) hours and up to work seventy-eight and three quarters (78.75) hours in a bi-weekly pay period.

16.02 A rest period of fifteen (15) minutes shall be provided during the first half of each regular scheduled shift and another fifteen (15) minutes shall be provided during the second half of each regularly scheduled shift.

16.03 A premium of one dollar and thirty cents (\$1.30) per hour shall be paid for all hours worked on any shift which commences before 6:00 a.m. or finishes after 7:00 p.m. Shift premiums shall not be permitted with overtime premiums, except in the case of statutory holidays.

Weekend Premiums

Effective the date of this Award July 17, 2018, an additional premium of twenty-five (\$0.25) cents shall be added to the shift premium to be paid for all hours worked on any shift that commences between 7:00 p.m. Friday and 6:00 a.m. Monday. Effective January 1, 2020, Weekend Premium increases to thirty (\$0.30) cents. Effective October 13, 2021, weekend premium increases to forty (\$0.40) cents.

16.04 Any employee transferred to another department shall work the hours of work for that department unless mutually agreed otherwise between the parties.

16.05 The Employer agrees that there shall not be split shifts for employees.

16.06 When an employee is called in to work with less than two (2) hours' notice, the employee shall be paid a minimum of the normal hours for that shift if the employee reports to work within one (1) hour of the normal starting time for that shift.

16.07 In the event of a Declared State of Emergency by the County of Lennox and Addington or by the Provincial or Federal Governments, or an emergency situation at the Home (i.e. Pandemic) the Employer may implement twelve (12) hour shifts in any areas of the home. All other provisions, including overtime and premium pay provisions, in the collective agreement shall apply.

ARTICLE 17 - OVERTIME

- 17.01 Employees shall receive pay at time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate for all hours worked in excess of the employee's scheduled shift; any employees that are scheduled to work less than seven and one-half ($7\frac{1}{2}$) hours per shift shall only receive pay at time and one-half ($1\frac{1}{2}$) the employee's straight time hourly rate for hours worked in excess of seven and one-half ($7\frac{1}{2}$) hours. Employees of Nursing Department are not eligible for overtime pay for short period for report writing at end of their shifts.
- 17.02 Time and one-half ($1\frac{1}{2}$) an employee's straight time hourly rate shall be paid for all hours worked on an employee's scheduled day of rest. Time and one-half ($1\frac{1}{2}$) an employee's straight time hourly rate shall be paid for all hours worked on the 11th and subsequent shift in a pay period.
- 17.03 (a) If an employee is required to work on a Paid Holiday provided for in Article 19, the employee will receive pay at the rate of time and one-half ($1\frac{1}{2}$) the employee's regular rate of pay for work performed on such holiday plus either an additional day's pay at the employee's regular rate of pay or an additional day off as mutually agreed upon by the Employer and the employee pursuant to Article 19.05.
- (b) Part-time employees will not be entitled to Paid Holiday pay, however, part-time staff who are required to work on a Paid Holiday provided for in Article **19** shall receive pay at the rate of double time the employee's regular rate of pay for work performed on such holiday provided the employee works his/her last scheduled day before and his/her first scheduled day after such holiday.
- 17.04 Scheduling of employees (both full-time and part-time) shall be in accordance with Article 18 - Scheduling.
- 17.05 The Employer shall endeavour to distribute opportunities for overtime and call back by order of seniority amongst full-time employees who are willing and qualified to perform the work. In the event of a short notice call (i.e. two (2) hours or less), full-time staff currently on-shift may be given first opportunity for the overtime hours by order of seniority, followed by part-time staff on-shift by order of seniority.
- 17.06 An employee shall not be required to suffer a loss of regular hours in order to compensate him/her for overtime hours worked.
- 17.07 **On Call Premiums**

For employees on call in Maintenance, the employee shall receive ten dollars (\$10.00) per day Monday to Friday and twenty-five dollars (\$25.00) per day Saturday, Sunday and Statutory Holidays for each day on call.

ARTICLE 18 - SCHEDULING

- 18.01 Full-time positions in the bargaining unit will not be eroded as the result of assigning work to part-time employees. Part-time employees will be given the first opportunity for work not assigned to full-time employees.
- 18.02 After all full-time employees have been scheduled, the remaining available work shall be assigned to part-time employees who will be pre-scheduled to work up to forty-five (45) hours (or up to sixty (60) hours for those who have expressed interest in writing) in a pay period, it being understood that if, on occasion, part-time employees are not so assigned, they are not entitled to any payment for time not worked.
- 18.03 When it becomes necessary to cover shifts, the available work will be first offered to part-time employees as follows:
- (i) The work will be offered to available part-time employees in order of their seniority as defined in Article 13.01 (c);
 - (ii) For the purposes of this clause, the number of hours worked will be updated quarterly;
 - (iii) Employees need not be called if they have worked a shift during the day in which the work is available;
 - (iv) Part-time employees may work extra unscheduled hours in a pay period, it being understood that such extra work does not affect such employee's part-time status.
- 18.04 After complying with paragraph 3 above, any available work will be offered to casual employees.
- 18.05 (a) In the event that a full-time employee is absent on a leave of absence, such employee's position will be offered to qualified part-time employees, in accordance with Article 14.06 (a). If work is not accepted by part-time employees, it will be offered to casual employees in order of their seniority;
- (b) Should part-time work become available as a result of the placement of a part-time employee pursuant to paragraph 5 (a), such available work will be offered to casual employees in order of their seniority.
- 18.06 Work schedules for all (full or part-time) employees required to work a shift schedule shall be posted one (1) month in advance.

- 18.07 The schedule shall be waived during the Christmas and New Year's period in order that the Employer can make every reasonable effort to allow an employee, based on seniority, to receive scheduled time-off on Christmas, if he/she worked Christmas in the previous year, and New Year's if he/she worked New Year's in the previous year.

The Employer will indicate by September 15th of each year the number of staff required for each classification, department and shift (days, evenings and nights) for Christmas and New Year's as defined below. All employees must indicate their shift preference to work, and preferred shifts will be scheduled in accordance with seniority. Employees can volunteer to work both Christmas and New Year's. If an employee volunteers to work both Christmas and New Year's in any given year, it will not affect their scheduled holiday to work in the following year.

For the purpose of clarification, Christmas shall mean the evening shift on Christmas Eve, Christmas Day and Boxing Day, and New Year's shall mean the evening shift on New Year's Eve and New Year's Day.

If there are staff who volunteer to work Christmas and/or New Year's who would not otherwise be scheduled, an equivalent number of employees may receive Christmas or New Year's off subject to operational requirements of the home. Such time off will be granted in order of seniority.

- 18.08 In the event that employees, for their own reasons, desire to exchange shifts, the following shall apply:
- (a) Both employees wishing to exchange shifts shall indicate their consent to such exchange in writing;
 - (b) The exchange of shifts must be within the same posted schedule;
 - (c) The request is subject to the approval of the Employer, whose approval shall not be unreasonably withheld;
 - (d) The exchange of shifts shall not result in the Employer being required to pay any additional payments to any employees exchanging shifts.
- 18.09 The Employer shall not pre-schedule an employee to work for more than six (6) shifts in a row. The Employer shall provide forty-eight (48) hours off when switching from night to day shift.

ARTICLE 19 - PAID HOLIDAYS

19.01 The following shall be recognized as paid holidays and will be paid for at the employee's regular rate of pay:

New Year's Day	
Family day	Civic Holiday
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition to the above holidays, full-time employees will receive one (1) floating holiday which will be paid for at the employee's regular rate of pay.

19.02 An employee will be paid for a holiday provided he/she:

- (a) works his/her last scheduled day before and his/her first scheduled day after such holiday and works on such holiday if he/she is scheduled to work, unless he/she is excused by the Employer or is absent due to legitimate illness verified by a medical certificate;
- (b) is on the active payroll of the Employer and not on a leave of absence, lay-off, weekly indemnity, or long term disability.

19.03 If any of the above holidays fall or are observed during an employee's vacation, he/she shall be entitled to an extra day's pay or an additional day of vacation with pay to be taken at the end of the employee's vacation as the employee elects. The employee must, however, advise the Employer in writing of his/her election prior to commencing his/her vacation.

19.04 When any of the above holidays falls on a full-time employee's scheduled day off, the employee shall either receive an additional day's pay at the regular rate or an additional day off with pay

19.05 (a) Up to six (6) lieu days may be accumulated and taken after entitlement thereto has been earned as follows:

- (i) Requests for one or two lieu days off shall not be unreasonably withheld, subject to staffing requirements;

- 19.05 (a) (ii) Three or more days - at the choice of the employee, provided that the lieu days are taken so that the employee will be off for a period of time equivalent to all of the consecutive scheduled days of work between an employee's regular days off for which the time is being requested. Such request shall be made at least one (1) month in advance unless otherwise mutually agreed between the Employer and the employee. Although the days off are at the choice of the employee, if the Employer can establish that the employee's choice materially interferes with staff requirements, then the employee may be requested to choose alternative days off;
- (iii) It is understood that vacation requests supersede requests for lieu days.
- (b) Lieu days may be taken between December 20th and December 31 only by mutual agreement between the employee and the supervisor in accordance with their seniority. It is understood that vacation requests will not be granted during this time.

ARTICLE 20 - VACATIONS

20.01 An employee shall receive an annual vacation with pay in accordance with his/her years of employment as follows:

- (a) Upon completion of one (1) year of service or more, two (2) weeks;
- (b) In the calendar year in which the employee completes three (3) years of service or more, three (3) weeks;
- (c) In the calendar year in which the employee completes seven (7) years of service or more, four (4) weeks;
- (d) In the calendar year in which the employee completes fifteen (15) years of service or more, five (5) weeks.
- (e) In the calendar year in which the employee completes twenty-five (25) years of service or more, six (6) weeks.
- (f) In the calendar year in which the employee completes thirty (30) years of service, an additional seven (7) week.

20.02 A Vacation Entitlement Roster, indicating the vacation entitlement of all part-time employees, will be posted on bulletin boards not later than April 1st of each year.

20.03 The Employer will allow employees to exercise their choice in selecting their vacation period in accordance with their seniority provided an acceptable level of services in the department can be maintained. The vacation year will be from approximately April 1st to March 30th and shall be adjusted to align with the applicable pay periods. By February 1st of each year, employees may indicate first, second and third choice of vacation periods for each week or period of vacation for the upcoming vacation year. The Employer shall review the list of requested vacations and post an approved annual vacation schedule by March 1st of each year.

In addition, the employee may indicate first, second and third choices of vacation periods for each week or period of vacation for each vacation quarter (January 1- March 31, April 1 – June 30, July 1 – September 30, October 1 - December 31). These dates are approximate and shall be adjusted to align with the applicable pay periods. Employee requests must be submitted at least eight (8) weeks in advance of the vacation schedule for the applicable quarter being posted. The Employer shall review the list of requested vacations and post an approved vacation schedule at least six (6) weeks in advance of the vacation schedule for the applicable quarter being posted.

For the annual and quarterly vacation schedule, the Employer will first consider each full-time employee's first choice, in order of seniority followed by each full-time employee's second choice, in order of seniority followed by each full-time employee's third choice, in order of seniority followed by each part-time employee's first choice in order of seniority, followed by each part-time second choice in order of seniority, followed by each part-time third choice, in order of seniority.

Thereafter the Employer shall consider requests for individual days – first from full-time employees in order of seniority followed by requests from part-time employees in order of seniority.

Vacation requests approved as part of annual vacation process cannot be reversed by employees exercising their seniority in the quarterly vacation process.

Vacation requests submitted after the applicable deadline will be on a first come, first served basis.

20.04 Vacation pay shall be at the rate applicable at the time the vacation is taken.

20.05 An employee shall be entitled to receive up to three (3) weeks of his/her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

20.06 The employee shall take his/her vacation in the year in which it is earned unless by mutual agreement of the Employer and the employee.

- 20.07 Where an employee qualifies for sick leave or bereavement leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date at the employee's option and subject to operational needs. The employee shall immediately notify his/her Supervisor of the illness and provide a medical certificate upon return to work.
- 20.08 Part-time employees shall be granted vacation with pay in accordance with the provisions of the *Employment Standards Act* on the first pay date after July 1 and January 1. Part-time employees shall be granted vacation pay as follows:
- (a) less than 5,850 hours of seniority - four percent (4%);
 - (b) more than 5,850 hours of seniority - six percent (6%);
 - (c) more than 13,650 hours of seniority - eight percent (8%);
 - (d) more than 29,250 hours of seniority - ten percent (10%);
 - (e) more than 48,750 hours of seniority - twelve percent (12%).
- 20.09 When a part-time employee is transferred to the full-time unit, the employee's seniority date as established pursuant to Article 13.08 (a) shall be used for paid vacation entitlement purposes. Employees who transfer from part-time status to full-time status shall be entitled to paid vacation in accordance with article 20.01 prorated by the number of months of full-time employment during the calendar year of transfer, and vacation pay accumulated at time of transfer will be paid out.
- 20.10 The Employer and the Union agree that the purpose of vacation is to provide a break from the workplace and the employee shall suffer no loss of income.

When an employee schedules vacation, he/she shall be required to take a minimum of one (1) week of vacation which shall be considered to be seven (7) consecutive calendar days. The full-time employee shall be paid his/her regular hourly rate for scheduled hours of work within this period that is taken as vacation until his/her vacation entitlement is exhausted.

Employees may take up to five (5) days of annual vacation entitlement as individual day(s) per year.

Where an employee is on vacation on the day of a Paid Holiday, the day shall be scheduled as vacation and the Paid Holiday shall be considered a lieu day as per Article 19.05.

20.11 An employee who is absent from work for more than six (6) months in the year for which vacation entitlement is calculated shall receive vacation pay as follows:

- (a) Four percent (4%) of gross earnings for the vacation year if vacation entitlement is as per 19.01 (a);
- (b) Six percent (6%) of gross earnings for the vacation year if vacation entitlement is as per 19.01 (b);
- (c) Eight percent (8%) of gross earnings for the vacation year if vacation entitlement is as per 19.01 (c);
- (d) Ten percent (10%) of gross earnings for the vacation year if vacation entitlement is as per 19.01 (d).
- (e) Twelve percent (12%) of gross earnings for the vacation year, if vacation entitlement is as per Article 19.01 (e).

20.12 A regular, full-time employee with a vacation entitlement of over (4) four weeks may request up to two (2) weeks of vacation pay in lieu of vacation time off.

20.13 Where a full-time employee terminates employment from the County, vacation entitlement in the calendar year of termination shall be pro-rated based on number of full months of active employment in the year the employee terminates. In the event the full-time employee has taken more than the pro-rated entitlement, the County shall recover the overpayment from the employee's final pay. In the event the full-time employee has taken less than the pro-rated vacation entitlement, the employee shall be paid for any outstanding vacation pay earned.

ARTICLE 21 - SICK LEAVE

21.01 (a) An employee shall be entitled to the sick leave benefits as stipulated herein and pursuant to Article 24.

- (b) The Employer will continue to pay its share of premium contributions to a maximum of one (1) year's absence of an employee on Workers' Compensation or six (6) month's absence of an employee on sick leave. Thereafter an employee will have the option to continue receiving benefits while he/she has seniority provided the employee pays one hundred percent (100%) of the cost of the premiums.

21.02 An employee who is absent for more than three (3) consecutive working days must furnish a certificate approved and paid for by the Employer, to a maximum of forty dollars (\$40.00) for each certificate from his/her physician within seven (7) days from the commencement of such absence, stating the nature and probable duration of the illness and the first and most recent dates of his/her attendance upon the employee in connection with such illness. An employee may be required to produce such a certificate in the case of absence of less than three (3) working days.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 The Employer may grant leave of absence without pay to an employee for any reason which is regarded by the Employer as legitimate and acceptable. A request for such leave shall be made in writing along with the reasons. A leave of absence shall not be taken without first obtaining the formal approval of the Employer.

22.02 (a) Leave of absence without pay shall be granted upon written request by the Union to the Employer at least two (2) weeks in advance of the start of such leave to not more than three (3) employees at any one time and a maximum of one (1) employee from a classification to attend a Union Convention, Seminar or Conference providing that the granting of such leave does not interfere with the efficient operation of the Home. Such leave of absence shall not exceed a total of fifty (50) days in any one (1) calendar year.

(b) The Employer agrees to maintain an employee's salary, benefits and seniority for any leaves of absence granted under Article 22.02 (a) provided the Union promptly reimburses the Employer for the cost of maintaining such salary and benefits as specified on the Employer's invoice.

22.03 An employee shall be granted time off up to a maximum of seven (7) consecutive calendar days, beginning no later than the day of funeral, burial or cremation unless approved otherwise by the Employer, without loss of pay or benefits in the case of a death of a member of their immediate family (defined as a spouse, common-law spouse, father, step-father, mother, step-mother, son, step-son, daughter and step-daughter. "Spouse" is defined as a person with whom the employee has a marital relationship, common-law heterosexual relationship or same sex relationship of at least one year's duration). The absent employee shall be eligible for pay for each working day lost during the seven (7) day period to a maximum of four (4) days.

An employee shall be granted time off up to a maximum of five (5) consecutive days, beginning no later than the day of funeral, burial or cremation unless approved otherwise by the Employer, without loss of pay or benefits in the case of the death of a brother, sister, grandparent, spouse's grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law and grandchild. The absent employee shall be eligible for pay for each working day lost during the five (5) day period to a maximum of three (3) days.

An employee shall be granted one (1) day off without loss of pay or benefits to attend the burial, funeral, or cremation of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew.

One day of the allotted bereavement leave entitlement may be retained for a planned future bereavement ceremony.

22.04 One-half (½) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer except when leave is granted under Article 22.03.

22.05 The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror in any Court. The Employer shall pay such an employee the difference between his/her normal earnings per day and the payment he/she receives for jury service for each day served, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received and providing he/she reports for work on any days or half days he/she is not required as a juror.

An employee shall also be paid for any lost time when required to appear for jury selection, provided the employee provides proof of service.

22.06 **Pregnancy Leave**

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act, 2000* and other related statutes, except where amended in this Article. An employee who is eligible for a pregnancy leave may extend this leave for a period of up to twelve (12) months duration, inclusive of any parental leave. The Employer will continue to pay its portion of the benefit plan premiums and pension contributions if the employee elects to continue her portions of these costs.

The period of an employee's leave pursuant to Leave of Absence provisions of the *Employment Standards Act, 2000*, shall be included in calculating an employee's seniority.

Full-time employees shall accrue seniority in accordance with the Collective Agreement.

Part-time employees shall accrue seniority by applying the average number of hours worked per week during the seventeen (17) week period immediately prior to commencement of leave, to each week of leave.

- (b) The employee shall give written notification at least three (3) weeks in advance of the date of commencement of such leave and the expected date of return.
- (c) The employee shall reconfirm her intention to return to work on the date originally approved by the Employer in subsection (b) above by written notification received by the Employer at least three (3) weeks in advance thereof. The employee shall be reinstated to her former position, unless the position has been discontinued in which case she/he shall be given a comparable job.

- 22.06 (d) An employee who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to provisions of the *Employment Insurance Act* shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following the completion of the one (1) week employment insurance waiting period, and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is 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.

22.07 **Parental/Adoptive Leave**

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) 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 a parent of a child and who intends to treat the child as his or her own.
- (c) An employee who is on pregnancy leave as provided for above, is eligible to be granted a parental leave of up to thirty-five (35) weeks duration in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or adoptive parent may extend the parental leave for a period of up to thirty-seven (37) weeks, considerations being given to any requirements of the adoption authorities. The employee shall give written notification at least three (3) weeks in advance of the date of commencement of such leave and the expected date of return.
- (d) The employee shall reconfirm her intention to return to work on the date originally approved by the Employer in subsection (b) above by written notification received by the Employer at least three (3) weeks in advance thereof. The employee shall be reinstated to her/his former position, unless the position has been discontinued in which case she/he shall be given a comparable job.
- (e) Any employee who is on parental/adoption leave as provided under this Agreement who has applied for and is in receipt of employment insurance parental/adoption benefits pursuant to the provisions of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and any other earnings.

22.07 (e) - Continued

Such payment shall be subject to the same requirements as pregnancy leave above and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks.

- (f) During pregnancy leave or parental/adoption leave, an employee continues to participate in benefit plans, unless he or she elects in writing not to do so. During pregnancy or parental leave the Employer shall continue to make the Employer's contribution to such benefit plans unless the employee gives the Employer written notice that he or she does not intend to pay the employee's contributions. Seniority continues to accrue during pregnancy or parental leave.
- (g) *The Employment Standards Act* includes provisions dealing with complications of pregnancy and other special circumstances, and with the notice required to change the beginning or ending date of a leave. The parties agree to comply with these provisions.
- (h) Where an employee elects to receive parental benefits pursuant to Section 12 (3) (b) (ii) of the Employment Insurance Act, the amount of a Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to 12 (3) (b) (i) of the Employment Insurance Act.

22.08 Emergency and Family Leave to be in accordance with the relevant provisions of the *Employment Standards Act*.

22.09 Upon receipt of a written request from the Union, the Employer may, subject to operational requirements of the home, grant a leave of absence for up to one (1) year without pay or benefits, and without loss of seniority, to no more than one (1) employee at any one time who is elected to a full-time position with the Canadian Union of Public Employees.

During such leave of absence, the employee's salary and benefits (including but not limited to EI, CPP, EHT benefit premiums, and pension contributions) shall be maintained by the Employer and will be reimbursed by the Union.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 The Employer shall pay salaries and wages by direct deposit on every second Friday in accordance with Schedule "A" attached hereto and forming part of this Agreement.

The vacation pay of part-time employees shall be paid on the first pay following July 1 of each year.

23.02 **All** full-time employees who have completed their probationary period will be entitled to a payment of two hundred and twenty-five (\$225.00) dollars in February of each year for the purchase of a uniform acceptable to the Employer. Effective January 1, 2022, the payment will increase to two hundred and thirty-five (\$235.00) dollars. Part-time employees who have completed their probationary period will be entitled to a payment of one hundred and twenty-five dollars (\$125.00) in February of each year for the purchase of a uniform acceptable to the Employer. Effective January 1, 2022, this payment will increase to one hundred and thirty-five (\$135.00) dollars.

Employees who are not active on payroll at the time of payment and become active within the same calendar year, are eligible for payment upon written request.

23.03 If an employee is called in to work after having left the Employer's premises or on a scheduled day off, he/she shall receive a minimum of three (3) hours' pay at the overtime rate of time and one-half (1½). This provision shall not be applicable to overtime hours worked in conjunction with an employee's regularly scheduled shift and there shall be no duplication of this premium or any other premium provided for in this Agreement.

23.04 When an employee is required by the Employer to temporarily relieve in or perform the duties of a higher paying classification for a minimum of two (2) hours, he/she shall receive the rate of pay for that classification.

23.05 Employees who require protective footwear for safety purposes will be entitled to a reimbursement, with certification by the employee of purchase, of up to one hundred dollars (\$100.00) per calendar year for the purchase of protective footwear.

Effective January 1, 2020, Employees who require protective footwear for safety purposes will be entitled to a payment of one hundred dollars (\$100.00) in February of each year for the purchase of protective footwear.

Employees who are not active on payroll at the time of payment and become active within the same calendar year are eligible for payment upon written request.

ARTICLE 24 - FRINGE BENEFITS

24.01 O.M.E.R.S. - BASIC PLAN

- (a) Every employee who is required or who elects to become a member of the Ontario Municipal Employees Retirement System shall remain a member during the employee's whole term of employment.
- (b) The Employer's portion of contributions on behalf of any part-time employee shall be deducted from the premium payment payable to such employee under Article 24.06 of this Agreement.

- 24.01 (c) Effective December 31, 2018, part-time employees who participate in the OMERS pension plan shall have seventy-five percent (75%) of the Employer's contribution to such a plan paid for by the Employer. The part-time member shall have no portion of the Employer's contribution deducted from the percentage in lieu of benefits under Article 24.06 of this Agreement.
- (d) The Employer agrees to pay the full cost of Extended Health Care, Dental, Vision, Semi-private and Life Insurance to the age of sixty-five (65) years for all full-time employees who are eligible and take early retirement under the OMERS pension plan.

24.02 **BENEFIT PLANS**

The Employer shall pay ninety percent (90%) of the premium cost of the following plans for all full-time employees who have completed the probationary period and who are not on leave of absence in excess of thirty (30) days, subject to Article 22.06 and 22.07:

1. Life Insurance Benefits;
2. Weekly Indemnity Benefits;
3. Long-Term Disability Benefits;
4. Extended Health Care Plan - Physiotherapy and Massage Therapy or Chiropractic coverage to be \$400/yr. each. Effective January 1, 2020 increase to four hundred and fifty (\$450.00) dollars per year for Physiotherapy and Massage Therapy or Chiropractic. Effective January 1, 2022, increase to five hundred (\$500.00) dollars per year for Physiotherapy and Massage Therapy or Chiropractic.
5. Dental Plan based on current ODA rates;
6. A vision care plan providing for the benefit of three hundred and seventy-five (\$375.00) dollars every two (2) years including the cost of eye examinations. The Employer shall pay one hundred percent (100%) of the cost of the Vision Care coverage. Eligible dependants eighteen (18) years of age and under are not entitled to coverage for eye examinations under the Vision Care Plan provided coverage is under the Provincial Health coverage. Effective January 1, 2023, this benefit will increase to four hundred (\$400.00) dollars.

The Employer shall pay one hundred percent (100%) of the premium cost of Semi-Private for all full-time employees who have completed their probationary period and who are not on leave of absence in excess of thirty (30) days, subject to Article 22.06.

24.02 (a) **Life Insurance Benefits**

The life insurance benefit referred to in Article 24.02 (1) shall be an amount equal to twice (2) an employee's regular annual salary.

(b) **Weekly Indemnity Benefits**

A full-time employee who has completed the probationary period, who suffers a disability due to a non-occupational accident (that is not covered by Workplace Safety and Insurance) or illness shall be paid one hundred percent (100%) of their regular wages by the Employer for all working days, commencing with the second working day, during the first seven (7) calendar days of absence due to illness or non-occupational accident (that is not covered by Workplace Safety and Insurance). Thereafter, the employee shall receive benefits through the weekly indemnity plan, to seventy-five percent (75%) of the employee's basic weekly earnings.

Payment shall commence with the first day of illness for three (3) occurrences and effective January 1, 2002, shall commence with the first day of illness for first four (4) occurrences per calendar year.

(c) **Long Term Disability Benefits**

Beginning with the seventh (7th) month of eligibility, employees are eligible to receive the following which is payable to age sixty-five (65): sixty-six and two-thirds percent (66 2/3%) of the insured employee's regular monthly earnings less the disability pension to which the insured employee is entitled under the Canada Pension Plan, including benefits for dependent children under eighteen (18) years of age, such amount to be rounded to the next highest dollar of benefit, subject to a maximum monthly disability benefit of Two thousand dollars (\$2,000.00).

Increase to \$2,000/per month would be effective 1st day of second month following last date of ratification; this new monthly maximum would apply to those that become disabled on or after the effective date of the change. Date of disability is date the absence begins; therefore the new monthly maximum would apply to new absences after effective date of change that qualify for LTD.

24.03 The Employer has the right to select the carrier of its choice in respect of any of the above benefits provided that in the event that any carrier is changed, an equivalent level of benefits will be maintained.

24.04 Employees shall be provided with a booklet explaining the various insured benefits. It is acknowledged that entitlement to such benefits is subject to the terms and conditions set out in the plan documents, a copy of which will be provided to the trade union.

24.05 Worker's Compensation

- (a) All employees shall be covered by the *Workplace Safety and Insurance Act, 1997*. Where an employee suffers a work related injury for which he/she is paid Workplace Safety and Insurance benefits, he/she shall receive his/her full wages for the day of the injury.
- (b) An employee who is certified by the Workplace Safety and Insurance Board to return to his/her former position shall be placed in his/her former or equivalent position with the Employer.

24.06 Part-Time Employees

Part-time employees not covered by the employee benefits shall be paid fourteen percent (14%) above the rate in Schedule "A" in lieu of all employee benefits and paid holidays, excluding annual vacation.

ARTICLE 25 - GENERAL

25.01 No employee will be disciplined for refusal to work on a job which is unsafe.

25.02 The Employer agrees to allow the Union to post on designated bulletin boards (as are agreed by the Union and the Employer) notice of Union meetings and such other Union notices that may be of interest to employees, keeping within the general spirit and intent of the Collective Agreement.

25.03 Contracting Out

- (a) The Employer agrees that it will not contract out work normally performed by members of the bargaining unit with the objective of effecting a lay-off and no employee shall cease to work at the Centre as a result of sub-contracting.
- (b) Should a sub-contractor be engaged at the Centre, such sub-contractor shall employ those persons who are performing the jobs and shall do so under the same terms and conditions as those set out in the current Collective Agreement.

25.04 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.

25.05 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall, within thirty (30) days of signing, have printed in booklet form two hundred and fifty (250) copies of the Agreement in a Union shop. The cost of printing shall be shared equally between the parties.

25.06 On retirement, an employee who is more than fifty-five (55) years of age and has completed ten (10) years of continuous service will receive a retirement bonus equivalent to one (1) day's pay at the current rate for each year of employment with the Centre (for part-time employees, a year shall be defined as 1950 hours worked).

This clause would be applied to all employees on record effective January 1, 2014.

25.07 **Access to Personnel File**

An employee shall have the right to have supervised access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

25.08 **Vaccination**

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

- a) The centre recognizes that employees have the right to refuse any recommended or required vaccination.
- b) If an employee refuses to take the recommended or required vaccine required under this provision, she or he will be placed on unpaid leave if their regular work assignment includes an outbreak area. If an employee is placed on unpaid leave, she or he can use vacation or stat credits in order to keep her or his pay whole.
- c) If an employee is unable to take the recommended or required vaccine because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be placed on paid leave. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- d) If the full cost of such influenza vaccine is not covered by some other source, the centre will pay for the full or incremental cost for the vaccine and will endeavour to offer vaccinations during the employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- e) This article shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

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

ARTICLE 27 - DURATION

27.01 This Agreement shall be binding and remain in effect from **January 1, 2021** to **December 31, 2023** and shall continue from year to year thereafter unless either party gives to the other party gives notice in writing at least ninety (90) days prior to December 31, 2020 that it desires its termination or amendment.

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

27.03 Either party desiring to propose changes to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed.

IN WITNESS WHEREOF the parties have signed this Agreement at Greater Napanee,

Ontario, this _____ day of _____, 2022.

**SIGNED ON BEHALF OF
THE JOHN M. PARROTT CENTRE**

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3014**

RETROACTIVITY

All wages will be paid within forty-five (45) working days of ratification by both parties in recognition of retroactivity.

APPENDIX A WAGES					
		JANUARY 1, 2020 – 1.75%			CURRENT
	Start	6 mos	12 mos	24 mos	36 mos
RAI Coordinator	\$29.73	\$30.58	\$31.43	\$32.31	\$33.24
RPN	\$28.90	\$29.72	\$30.59	\$31.47	\$32.39
Activity Aid Adjuvant	\$21.94	\$23.16	\$24.41	\$25.14	
PSW / HCA					
Cook					
Building Tech					
Housekeeping	\$21.00	\$22.19	\$23.32	\$23.80	
Laundry					
Dietary Aide					
Maintenance					
Ward Clerk					

JANUARY 1, 2021 – 1.75% NEW					
	Start	6 mos	12 mos	24 mos	36 mos
RAI Coordinator	\$30.25	\$31.12	\$31.98	\$32.87	\$33.82
RPN	\$29.40	\$30.24	\$31.13	\$32.02	\$32.96
Activity Aid Adjuvant	\$22.32	\$23.57	\$24.83	\$25.57	
PSW / HCA					
Cook					
Building Tech					
Housekeeping	\$21.37	\$22.58	\$23.73	\$24.21	
Laundry					
Dietary Aide					
Maintenance					
Ward Clerk					

APPENDIX A WAGES					
		JANUARY 1, 2022 – 1.75%			NEW
	Start	6 mos	12 mos	24 mos	36 mos
RAI Coordinator	\$30.78	\$31.66	\$32.54	\$33.45	\$34.41
RPN	\$29.92	\$30.77	\$31.67	\$32.58	\$33.54
Activity Aid Adjuvant	\$22.72	\$23.98	\$25.27	\$26.02	
PSW / HCA					
Cook					
Building Tech					
Housekeeping	\$21.74	\$22.97	\$24.15	\$24.64	
Laundry					
Dietary Aide					
Maintenance					
Ward Clerk					

JANUARY 1, 2023 – 1.75% NEW					
	Start	6 mos	12 mos	24 mos	36 mos
RAI Coordinator	\$31.32	\$32.21	\$33.11	\$34.03	\$35.01
RPN	\$30.44	\$31.31	\$32.23	\$33.15	\$34.12
Activity Aid Adjuvant	\$23.11	\$24.40	\$25.71	\$26.48	
PSW / HCA					
Cook					
Building Tech					
Housekeeping	\$22.12	\$23.37	\$24.57	\$25.07	
Laundry					
Dietary Aide					
Maintenance					
Ward Clerk					

EXPERIENCE RATING FOR R.P.N. AND PSW

The experience rating will apply to new hires as of the date of ratification. A claim for recent related clinical experience by a Registered Practical Nurse or Personal Support Worker shall be made in writing by the employee at the time of hiring on the application for employment or otherwise. The employee shall cooperate with the Employer by providing verification of previous experience so that his/her recent related clinical experience may be determined and evaluated during his/her probationary period. Having established the recent related clinical experience, the Employer will credit a new employee with an annual service increment for each one (1) year of service. If a period of more than two years has elapsed since the employee has occupied a full-time or part-time nursing or personal support worker position, then the number of increments to be paid, if any, shall be at the discretion of the Employer.

SCHEDULE "B": CASUAL EMPLOYEES

The Employer agrees that the following conditions shall apply to casual employees:

1. Casual employees who are engaged shall be paid in accordance with Schedule "A" of the Collective Agreement between the Employer and the Union, and shall be subject to all the terms and conditions of the Collective Agreement between the Employer and the Union, save and except: Articles 13, 14, 15, 19, 20, 21, 22.03, 22.04, 22.06, 23.02, 24 and 25.06, except that casual employees are entitled to time off for maternity and adoption leave.
2. These employees shall be paid an additional rate of fourteen percent (14%) in lieu of all fringe benefits, save and except vacations, shift premium and overtime premium for work performed on a Paid Holiday (Article 17.).
3. Vacation pay shall be at the rate of four percent (4%).
4. Casual employees shall be considered on a probationary basis for either sixty (60) shifts or six (6) months, whichever comes first, provided that an employee has worked a minimum of thirty (30) shifts in the six (6) month period.
5. Casual employees are employees hired on a relief or replacement basis.
6. The hiring of casual employees will not be used to circumvent job postings or the recall of regular employees from lay-off.
7. There shall be a separate seniority list for casual employees who shall acquire seniority on the basis of the number of hours worked.
8. Subject to the provisions of Article 14, casual employees may apply for and shall be considered for any posted position if no full-time or part-time employees apply before a new employee is hired.
9. Casual employees will notify the Employer of any periods for which they will be unavailable such as maternity, vacation or other legitimate absences.
10. Casual Employees shall work a minimum of ten (10) shifts in every six (6) month period. A casual employee who fails to work in accordance with this provision shall be deemed to have resigned their employment. For clarity, if employees are not offered ten (10) shifts, they are not entitled to any payment for time not worked nor would they be deemed resigned.
11. Casual Employees shall attend and/or complete all mandatory training annually. A casual employee who fails to work in accordance with this provision shall be deemed to have resigned their employment.

LETTER OF AGREEMENT - RE: STUDENTS

BETWEEN

THE COUNTY OF LENNOX AND ADDINGTON

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 3014

1. Students may be employed during the school vacation period (between May 1st and September 15th and between December 15th and January 15th of each year) and are not members of the CUPE Local 3014 bargaining unit nor will they accumulate or retain seniority.
2. Students are defined as persons currently enrolled in a secondary or post-secondary educational institution.
3. The student pay rate will be the same as the start rate of the applicable classification in Schedule A of the CUPE collective agreement.
4. The Employer shall notify the union of all students hires and duration of employment. The number of students employed will not exceed fifteen (15) at any one time.
5. When it becomes necessary to cover shifts, part-time and casual employees, shall be assigned and/or offered available shifts first before calling students, consistent with Article 18 of the collective agreement.
6. Students may be prescheduled during the school vacation period only when regular part-time employees have been assigned all shifts for which they are available to work.
7. In accordance with Article 3.02, students shall not work on any jobs which are included in the bargaining unit that would result in a layoff or reduction of hours of any member of the bargaining unit at the time.
8. Students will only be called in for overtime after all CUPE staff who are available have refused to work. Employees who fail to respond to a call in is deemed to be a refusal. Students will only be called in and/or scheduled to work on paid holidays after all CUPE part-time staff who are available have refused to work. Employees who fail to respond to a call in is deemed to be a refusal.

IN WITNESS WHEREOF the parties have signed this Agreement at Greater Napanee,
Ontario, this _____ day of _____, 2022.

**SIGNED ON BEHALF OF
THE JOHN M. PARROTT CENTRE**

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 3014**
