

# CORPORATION OF THE COUNTY OF DUFFERIN

## BY-LAW NUMBER 2023-38

### **A BY-LAW TO RATIFY THE ACTIONS OF THE WARDEN AND THE CLERK FOR EXECUTING AN AGREEMENT BETWEEN THE CORPORATION OF THE COUNTY OF DUFFERIN (Dufferin Oaks Long Term Care Home) AND THE CANADIAN UNION OF PUBLIC EMPLOYEES (CUPE). (Collective Agreement)**

BE IT ENACTED BY THE MUNICIPAL COUNCIL OF THE CORPORATION OF THE COUNTY OF DUFFERIN AS FOLLOWS:

1. That the Agreement between the Corporation of the County of Dufferin and the Canadian Union of Public Employees, in a form substantially the same as attached hereto as Schedule "A" be approved.
2. That the staff of the County of Dufferin is hereby authorized to take such actions as are appropriate, and the Warden and Clerk are hereby authorized to execute such documents as are appropriate to implement the agreement referred to herein.

READ a first, second and third time and finally passed this 13<sup>th</sup> day of July, 2023.

*Original signed by:*

\_\_\_\_\_  
Wade Mills, Warden



\_\_\_\_\_  
Michelle Dunne, Clerk

# COLLECTIVE AGREEMENT

BETWEEN:



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

- and -

DUFFERIN OAKS  
("the Home")

AND



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

Effective: January 1, 2022  
Expiry: December 31, 2024

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## **ARTICLE 1 – PURPOSE**

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

## **ARTICLE 2 – MANAGEMENT RIGHTS**

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

## **ARTICLE 3 – RECOGNITION AND NEGOTIATION**

- 3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation of the County of Dufferin in Dufferin County at Dufferin Oaks, Home for the Aged, save and except supervisors, persons above the rank of supervisor, Secretary to the Administrator/Office Manager, and employees for whom any trade union held bargaining rights as of March 6, 1987.
- 3.02 Work of the Bargaining Unit
- Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purpose of

instruction, experimentation, in emergencies when regular employees are not readily available, or in cases mutually agreed upon in writing by the parties.

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

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

**ARTICLE 4 – NO DISCRIMINATION**

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

4.02

- a) The Employer and the Union agree that, in accordance with the provisions of the Human Rights Code, every person has a right to equal treatment with respect to employment without discrimination, and a right to freedom from harassment in the workplace in all matters including any of the protected grounds under section 5(2) of the Human Rights Code. It is further agreed that the provisions of the Human Rights Code, as amended, shall be adhered to. See policies of the Home related to violence prevention, workplace bullying and harassment.
- b) **The County of Dufferin has a commitment to creating and promoting diversity, equity, and inclusion in all aspects of employment, including the use of correct pronouns with respect to gender identity. Therefore, whenever the feminine or masculine pronoun is used in this Agreement, it includes the non-binary pronoun, where the context so requires and vice-versa. Where the singular is used, it may also be deemed to mean the plural and vice-versa.**
- c) Harassment shall be defined in accordance with the Human Rights Code to mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policies and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise. See policies of the Home related to violence prevention, workplace bullying and harassment.

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

**ARTICLE 5 – NO STRIKES OR LOCKOUTS**

5.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees. The Employer agrees that there will be no lock-outs. The term