
**THE BOARD OF MANAGEMENT OF THE
WEST NIPISSING HOME FOR THE AGED**

SOURCE	Comp'		
EFF.	94	01	01
TERM.	95	12	31
No. OF EMPLOYEES	130		
NOMBRE D'EMPLOYÉS	38		

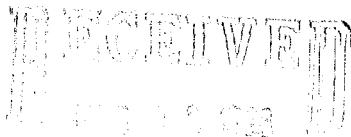
AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.L.C.**

COLLECTIVE AGREEMENT

January 1, 1994 to December 31, 1995

opeiu 491



10947(01)

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HIS AGREEMENT made and entered into this *30th* day of *January* 1998.

BETWEEN:

THE BOARD OF MANAGEMENT OF WEST NIPISSING
HOME FOR THE AGED

(hereinafter referred to as "The Board")

party of the first part,

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.L.C.

(hereinafter referred to as "The Union")

party of the second part.

ARTICLE #1 - PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Board and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

ARTICLE #2 - SCOPE

- 2.01** The Board recognizes the Union as the sole and exclusive collective bargaining agent for all of its employees save and except Professional Medical Staff, Department Heads, persons above the rank of Department Head, Registered Nurses and Office Staff.
- 2.02** The Union agrees that the Board has the right to manage the Home, direct the working forces, to hire, discharge, promote, demote, transfer, lay-off, suspend or discipline employees for just cause. The Board agrees that these functions shall be executed in accordance with the provisions of this Agreement, subject to the employee's right to lodge a grievance as set forth herein.
- 2.03** No Other Agreements. No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

2.04 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 purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

ARTICLE #3 - DISCRIMINATION

3.01 The Board agrees that there will be no discrimination, interference, restrictions or coercion exercised or practised by any of its representatives with respect to any employee because of his membership or non-membership in the Union.

ARTICLE #4 - EMPLOYEES' RESPONSIBILITY

4.01 It is recognized that the Board is responsible for the safety, health, comfort and general welfare of the residents of the Home; therefore, the employees recognize that they must be prepared at all times to assist in carrying out the services provided by the Home.

4.02 This responsibility to the residents is the responsibility of the Board and requires that any dispute arising out of the terms of this Agreement be adjusted and settled in an orderly manner without interruption of the said services to the residents; therefore, the employees agree that if any difference with the Board occurs during the time period of this Agreement, the same will be dealt with under the grievance procedure hereinafter set forth.

ARTICLE #5 - NO COERCION

5.01 The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Home by any of its members or representatives and that there will be no union activity, solicitation for membership or collection of dues on Home time, except as otherwise provided in this Agreement, and no meetings on Home premises except with the permission of the Board.

ARTICLE #6 - RELATIONSHIP

6.01 The Union agrees that any employee to whom this contract applies may exercise or may refrain from exercising his right to become a member of the Union or ceasing to be a member of the Union.

ARTICLE #7 - DEDUCTION OF UNION DUES

- 7.01 The Board shall deduct from every eligible employee after thirty (30) days employment, any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws and owing by him to the Union.
- 7.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made, showing any additions or deletions.

ARTICLE #8 - NEGOTIATING COMMITTEE

- 8.01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees, and will recognize and deal with the said Committee with respect to any matter which properly arises from time to time during the term of this Agreement.

ARTICLE #9 - STEWARDS

- 9.01 The Board acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards, to be limited to one (1) steward for each Department, except in the Nursing Department where the Union may appoint two (2) stewards. Department to mean: Nursing, Kitchen, Housekeeping and Laundry.

ARTICLE #10 - GRIEVANCE COMMITTEE

- 10.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members from among the stewards. The Union agrees to notify the Board in writing of the names of the stewards and Grievance Committee members once a year, or upon any change, of all supervisory personnel involved in the grievance procedure.

ARTICLE #11 - COMMITTEE AND STEWARDS

- 11.01 Union stewards and members of committees must obtain permission from their immediate Supervisor before absenting themselves from their place of duty in order to deal with grievances or other union business connected with this Agreement. Such persons shall not be unreasonably refused, having regard for

efficiency of operations of the Home. In accordance with this understanding, the Board shall not make any deductions from such Union stewards or committee members for time so spent at joint meetings only.

ARTICLE #12 - GRIEVANCE PROCEDURE

12.01 Grievances shall be dealt with in the following manner providing such grievances are in writing and filed within fifteen- (15) days of the alleged grievance. Replies to grievances shall be in writing at all stages.

Step 1 - The employee assisted by a steward shall first take the matter up with the immediate Supervisor. Failing settlement at this stage within two (2) working days, excluding Saturdays, Sundays and holidays, then Step 2 may be invoked.

Step 2 - The grievance shall be submitted to the Grievance Committee who shall take the matter up with the Home Superintendent. Failing settlement at this stage within three (3) working days, excluding Saturday, Sunday and holidays, then Step 3 may be invoked.

Step 3 - The Grievance Committee shall take the matter up with the Board or with its designated representative. Failing settlement at this Stage within fifteen (15) working days, the Committee may, but only within a period of fifteen working days from the date of receipt of the reply of the Board, invoke the arbitration provisions of this Agreement.

12.02 The Board agrees that the Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees in all steps of the grievance procedure, and any other matter pertaining to this Agreement.

12.03 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration if the matter is referred to such a board.

12.04 General Grievance. Any difference arising between the Union and the Board from interpretation, application, administration or the alleged violation of the provisions of this Agreement, instead of following the procedure hereinbefore

set out may be submitted in writing by either party to the other at Step 3 of the grievance procedure, provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged general grievance.

12.05 The time limits referred to in this Article may be extended by mutual agreement of both parties.

12.06 A claim by an employee that he has been unjustly disciplined, suspended, or discharged, shall be treated as a grievance and shall be heard at Step 2 of the grievance procedure.

ARTICLE #13 - ARBITRATION

13.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by Arbitration as defined in Section 37, subsection 2 of the Labour Relations Act.

13.02 Each of the parties hereto shall bear the expense of the Arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party and any cost of the place of hearing of such arbitration, if any when the necessity arises.

13.03 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all the parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion deems just and equitable.

13.04 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

ARTICLE #14 - MANAGEMENT GRIEVANCES

14.01 It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties,

it may be referred to arbitration as set out in this Agreement. The grievance shall be submitted at Step 3 of the grievance procedure, provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged grievance.

ARTICLE #15 - NO STRIKES OR LOCKOUTS

15.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Board agrees that it will cause or direct no lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Home for the duration of this Agreement.

ARTICLE #16 - SENIORITY AND LAY-OFF

16.01 Seniority is defined as the length of service in the bargaining unit, and shall be applied on a bargaining unit wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, and recalls subject to the senior employee having the required qualification for the job.

- 16.02
- (1) Should circumstances require a reduction of employees, probationary employees shall be laid off first and then starting with those with the least seniority.
 - (2) When an employee is laid off under this section and jobs have reopened, the employees shall be called back on a seniority basis.
 - (3) When employees are to be recalled by the Board, they shall be notified by registered mail to their last place of residence known to the Board and if they fail to report within seven (7) days after the mailing of such notice, the Board shall be under no obligation to re-employ them.
 - (4) A seniority list of all employees covered by this Agreement shall be posted in January and June each year. This list will show names, positions, and dates of last entry into the service in positions covered by this Agreement. Copies of the seniority list will be posted on all bulletin boards and one copy will be supplied to the Union.
 - (5) Protests in regard to seniority standing must be submitted in writing to the Home Superintendent within thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or his representative, such error will be corrected and when so

corrected, the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made unless concurred to by the Union.

16.03 Definition of Lay-Off. A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

16.04 Advance Notice of Lay-Off. Unless legislation is more favourable to the employees, the Employer shall notify full-time employees who are to be laid off fifteen (15) working days prior to the effective date of lay-off and for part-time employees nine (9) working days prior to the effective date of lay-off where a part-time employee is working twenty-four (24) hours per week or less. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available,

ARTICLE #17 - PROBATIONARY EMPLOYEES

17.01 Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. Newly hired part-time employees shall be considered on a probationary basis for a period of fifty (50) working days from the date of hiring. During this probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

If an employee is terminated and re-hired within twelve months, the initial period of employment shall count as probationary service upon re-hire.

ARTICLE #18 - LEAVE OF ABSENCE

18.01 When a leave of absence is requested in order for the employee to work on union affairs, he shall not lose his seniority or occupational classification, as at the date of commencement of such leave of absence.

18.02 In all other cases, the employee granted such leave shall not lose his seniority or occupational classification on condition that such leave is granted by written permission from the Board that is for a limited and specified time.

- 18.03 (a) Pregnancy and parental leaves shall be considered as rights. No employee shall be laid off or otherwise adversely affected in employment because of pregnancy, or the taking of pregnancy leave or parental leave.
- (b) Upon at least two (2) weeks notice, pregnancy and parental leaves of absence shall be granted. These leaves shall be without pay; however, the employee shall continue to accumulate seniority. Except as modified by the Employment Standards Act, the duration of pregnancy and parental leaves shall be to a maximum of six (6) months.
- (c) An employee shall provide no less than four (4) weeks notice of the day the pregnancy or parental leave ends. Upon return from pregnancy or parental leave, the employee shall be reinstated to the position most recently held with the Employer, if it still exists. If the former position no longer exists, the employee shall be placed in a position of equal rank at the same rate of pay.
- (d) During an employee's pregnancy leave or parental leave, the Board shall continue to make the Employer's contributions to all plans outlined in Article **24** - Hospitalization and Medical Benefits, unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

18.04 The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Board shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

18.05 An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, grandchildren, stepmother, stepfather or any second degree relative who has been residing in the same household.

ARTICLE #19 - JOB POSTING

19.01 When a vacancy occurs or a new position is created inside the bargaining unit, the Board shall post notice of the position on all bulletin boards for a minimum of one week in order that all members will know about the position and be able to make written application therefore.

- 19.02** Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.
- 19.03** In filling any vacancies or new jobs, part-time employees shall be given first opportunity before non-employees are considered.
- 19.04** No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.
- 19.05** Both parties recognize:
- (1) The principle of promotions within the service of the Board:
 - (2) That job opportunity should increase in proportion to length of service,
- 19.06** 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.
- 19.07** The successful applicant shall be placed on trial for a period of two (2) months, Conditional on satisfactory service, such trial promotion shall become permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without **loss** of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.
- If an employee returns to his or her former position during the trial period, there shall be no obligation to re-post the original vacancy if it can be filled by any of the remaining original applicants, according to the provisions of this Article.
- 19.08** In cases of promotion requiring higher qualification or certification, the Board shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

19.09 The Secretary of the Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

ARTICLE #20 - RELIEVING IN OTHER GRADES

20.01 When an employee relieves in a position of higher rating, except as Department Head, he shall receive the rate for the position he is relieving for the full period he is so employed. When an employee is designated by the Superintendent to relieve in a position of higher rating as Department Head for a period of one (1) full shift or more, such employee shall be entitled to an additional fifteen (15%) percent over and above his regular rate of pay for the full period so employed. When an employee relieves a Department Head for sixty (60) continuous working days, such employee shall be entitled to receive the full salary of the Department Head he is relieving.

20.02 When an employee is detailed to relieve in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

ARTICLE #21 - BULLETIN BOARD

21.01 The Board shall provide space on designated bulletin boards upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to the employees, provided such notices deal with union affairs and have the approval of the Superintendent of the Home before posting.

ARTICLE #22 - SAFETY PROVISIONS

22.01 It is mutually agreed that both parties will co-operate to the fullest extent in the prevention of accidents and in the promotion of safety and health. The Board will make all reasonable provisions for the safety and protection of the health of the employees.

ARTICLE #23 - SICK LEAVE

23.01 All employees shall be credited with one and one-half (1 1/2) days sick leave for each full month of service. Said credits to be on a cumulative basis and may be drawn on by the employee only in the event of illness or upon leaving the employment of the Board after five (5) years service.

23.02 Regular vacations and Statutory Holidays shall be classed as worked for this purpose.

- 23.03** A certificate from a medical practitioner shall be submitted for all claims in excess of two (2) days. The Board reserves the right to require such certificate for absence of shorter periods is deemed necessary. The Employer shall assume all costs, if any, of such certificate.
- 23.04** Credits shall be accumulated at the attained rate at the time credits are taken to a maximum of two hundred and fifty (250) days.
- 23.05** Upon leaving the employ of the Board after five years service, 50% of unused credits will be paid in cash up to a maximum of six (6) months salary,
- 23.06** There shall be no credits for prior service, but such service shall be counted when determining eligibility for cash credits from the date of January 1964.
- 23.07** In the event of discharge for good cause, accumulated credits shall be forfeited, but every employee shall have the right of appeal to the Board and may be reinstated or given the opportunity to resign at the Board's discretion.
- 23.08** The primary purpose of sick leave credits is to provide a measure of financial assistance in the event of real illness whilst in the employ of the Board and the terms upon which they are given are so designed as to encourage employees to build up substantial credits so that they will be available in time of need.
- 23.09** An employee's accumulated sick leave credits shall be made available on a monthly basis, upon request.
- 23.10** If the sick leave provisions of this Agreement qualify for an Employment Insurance premium reduction, the employee's share of the premium reduction will be remitted to each employee, and the Employer shall be entitled to retain the Employer portion.
- 23.11** The parties agree to appoint a committee made up of equal representation to study the possibility of implementing a long term disability plan. The committee will attempt to make recommendation to the Negotiating Committee prior to the next round of bargaining.

ARTICLE #24 - HOSPITALIZATION AND MEDICAL BENEFITS

- 24.01** The Employer will pay 100% of the total employee costs for Ontario Hospital Insurance Commission. Effective January 1, 1990, the Employer will pay 100% of the premium cost of group life insurance to a maximum of \$25,000 for each employee. The Employer agrees to contribute 100% of the total employee costs for:

Liberty Health Dental Care Plan plus Rider 1 and 2 - Current Ontario Dental Association Schedule of Fees.

Liberty Health Extended Health Care coverage with 35¢ deductible drug plan. The Vision Care Plan shall provide \$175/24 months to each employee and their dependents.

There shall be generic substitution of drugs unless otherwise prescribed by the attending health-care professional. The Employer shall advise employees in writing of the rule relating to generic substitution of drugs. If requested by an employee, the Employer shall, in writing, inform the employee's health care professional and/or pharmacist of this rule.

The Employer's contribution to the above plans shall cease when employees are:

- (1) on lay-off of greater than one (1) month,
- (2) on granted personal leave of absence in excess of thirty (30) days; on maternity leave and parental leave in excess of government legislation.
- (3) absent in excess of one (1) year for illness or disability.
- (4) absent in excess of two (2) years for work related injury. Thereafter, the employee may pay the full premiums through the Employer.

24.02 Change of Carrier. It is understood that the parties may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits are not in total decreased. The plans outlined in Article 24.01 shall not be changed without the agreement of the Union. The plans as outlined in Article 24.01 shall form part of the Agreement.

24.03 Pension Plans. Effective September 1, 1984, in addition to the Canada Pension Plan, all full-time and part-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The employees and the Employer shall make contributions as required by O.M.E.R.S.

ARTICLE #25 - SCHEDULES

- 25.01** Attached to and forming part of this Agreement are the following schedules:
- Schedule "A" Wage Rates which is a schedule for the job classifications and ranges of rates of pay for each classification.
- Schedule "B" Working Conditions which is a schedule of the detailed working conditions, hours of work, etc...
- Schedule "C" Annual Vacations, Statutory Holidays, and Approved Leave of Absence during Vacation.
- Schedule "D" Part time employees.
- Schedule "E" Terms of Settlement dated June **9, 1994**.

ARTICLE #26 - GENERAL

- 26.01** All employees covered by this Agreement shall be covered by the provisions of the Unemployment Insurance Act.
- 26.02** Rest Breaks. Employees shall be entitled to two (2) fifteen minute rest breaks, one in the first half and one in the second half of a shift.
- 26.03** Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.
- 26.04** The Board agrees to pay two dollars (\$2.00) to each employee every two weeks who may be required to wear a uniform.
- 26.05** Employees shall be allowed the trading of days off or of a shift with another employee of their own classification, subject to the approval of the immediate Supervisor. Such mutual exchange shall be given in writing and shall not require the Home to pay overtime rates of pay.
- 26.06** All part-time employees are to have rest days after forty **(40)** hours of work.

- 26.07 Contracting Out. The Board shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of employees follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.
- 26.08 The Employer shall supply the maintenance employees with tools and equipment it deems necessary to the employees to perform their work. Replacement of tools worn, broken or lost will be at the discretion of the Home.
- 26.09 The Board shall reimburse employees who use their own vehicles to travel on the job at the rate of thirty (30¢) cents per kilometre. This allowance shall not apply for the travel from the employee's home to the first call each day. The Board shall reimburse such employees for the difference in cost paid by the employee between auto insurance for commercial use and regular use. Employees shall provide the appropriate documentation to the Board prior to being reimbursed.

ARTICLE #27 - LABOUR-MANAGEMENT COOPERATION COMMITTEE

- 27.01 A Labour-Management Cooperation Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support of both parties to this Agreement in the interest of maximum service to the public.
- 27.02 The Committee shall concern itself with matters of the following nature:
- (1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
 - (2) Increasing operating efficiency by promoting cooperation if effecting economy moves;
 - (3) Improving of service to the public;
 - (4) Promoting of safety and sanitary practice and observance of safety rules;
 - (5) Reviewing suggestions from employees, questions of working conditions and service, but not grievances concerned with services;
 - (6) Correcting of conditions making for grievances and misunderstandings;
 - (7) Promoting education and training of the staff.



- 27.03 The Committee shall meet at least once **each** month at a mutually agreeable time and place. Members shall receive notice and employees shall not suffer any loss of pay for time spent with the Committee.
- 27.04 An employee and a Union Representative shall be designated as Joint Chairman and shall alternate in presiding over the meeting.
- 27.05 Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the Joint Chairman. The Union and the Employer shall each receive two (2) signed copies of the minutes within three (3) working days following the meeting.
- 27.06 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement, The Committee shall not supersede the activities of any other Committee of the Union or the Employer, and does not have the power to bind either Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE #28 - TERMINATION CLAUSE

- 28.01 This Agreement shall be in effect from the 1st day of January 1994 and shall remain in effect until the 31st day of December 1995 unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for further year without change and so on from year to year thereafter.
- 28.02 Notice that amendments are required or that either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of the Agreement or any anniversary date of such expiration date.

28.03

If notice of amendments or terminations is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice, if requested to do so.

SIGNED at Sturgeon Falls, Ontario this 30th day of *January* 1998.

Signed on behalf:

THE WEST NIPISSING HOME FOR
THE AGED

Henri Poff

[Signature]

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896 C.L.C.

Doris [Signature]
President

Lucie Seguin
Recording Secretary

Mipe Savve
Representative

SCHEDULE "A" (PART 1)
TO
COLLECTIVE AGREEMENT

Applicable to LICO Employees as defined by the **SOCIAL CONTRACT ACT - 1993**

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local 896, C.L.C.

<u>CLASSIFICATIONS AND WAGE RATES:</u>	<u>Effective</u> <u>Jan/01/94</u>	<u>Effective</u> <u>Jan/01/95</u>
R.P.N.	\$15.28	\$15.44
Adjuvant	\$15.07	\$15.22
Bus Driver	\$13.55	\$13.69
Nurse's Aide/Orderly (Trained)	\$13.55	\$13.69
Nurse's Aide/Orderly (Untrained)	\$13.45	\$13.59
General Help	\$13.58	\$13.72
Cook	\$14.77	\$14.92
Cook 2 and 3	\$13.85	\$13.99
Kitchen Help	\$13.58	\$13.72
Dietary Assistant	\$13.85	\$13.99
Domestic Help	\$13.58	\$13.72
Laundry Help	\$13.58	\$13.72
Craft & Activities Supervisor	\$13.85	\$13.99
Assistant Adjuvant	\$14.50	\$14.65
Semi-Skilled Maintenance	\$13.58	\$13.72
Skilled Maintenance	\$15.58	\$15.74
Respite Care Worker	\$13.55	\$13.69

Note: It is understood that upon six (6) months training, Orderlies and Nurse's Aides are to proceed to the rate of trained Orderly and trained Nurse's Aide.

HEALTH CARE COURSE

Any employee in the classification of Nurse's Aide, Orderly, Bus Driver or Respite Care Worker who has documented proof of graduating from a recognized Health Care course will receive **30¢** per hour in addition to the appropriate classification rate.

Any employee working in the R.P.N. classification who has a Medication Course Certificate recognized by the Home, will be paid **30¢** per hour above their job classification rate upon providing such proof.

Any employee working in the Adjuvant classification who has completed the adjuvant course recognized by the Home will be paid **30¢** per hour above their classification rate upon providing such proof.

GRADUATE R.P.N.

Graduate R.P.N. nurses shall be paid the rate of R.P.N. once proof of registration with the College of Nurses has been presented to the Home.

RETROACTIVE PAY

- (a) Retroactivity shall be paid to all employees from January **1, 1994** for all paid hours. Terminated employees have thirty (30) days to claim.
- (b) Retroactive pay shall be paid as soon as possible.
- (c) Employees shall be paid by separate cheque.

SCHEDULE "A" (PART 2)
TO
COLLECTIVE AGREEMENT

Applicable to NON-LICO Employees as defined by the SOCIAL CONTRACT ACT - 1993

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local 896, C.L.C.

<u>CLASSIFICATIONS AND WAGE RATES:</u>	Effective <u>Jan/01/94</u>
R.P.N.	\$15.13
Adjuvant	\$14.92
Bus ,Driver	\$13.41
Nurse's Aide/Orderly (Trained)	\$13.41
Nurse's Aide/Orderly (Untrained)	\$13.31
General Help	\$13.45
Cook	\$14.62
Cook 2 and 3	\$13.71
Kitchen Help	\$13.45
Dietary Assistant	\$13.71
Domestic Help	\$13.45
Laundry Help	\$13.45
Craft & Activities Supervisor	\$13.71
Assistant Adjuvant	\$14.36
Semi-Skilled Maintenance	\$13.45
Skilled Maintenance	\$15.43
Respite Care Worker	\$13.41

Note: It is understood that upon six (6) months training, Orderlies and Nurse's Aides are to proceed to the rate of trained Orderly and trained Nurse's Aide.

HEALTH CARE COURSE

Any employee in the classification of Nurse's Aide, Orderly, Bus Driver or Respite Care Worker who has documented proof of graduating from a recognized Health Care course will receive **30¢** per hour in addition to the appropriate classification rate.

Any employee working in the **R.P.N.** classification who has a Medication Course Certificate recognized by the Home, will be paid **30¢** per hour above their job classification rate upon providing such proof.

Any employee working in the Adjuvant classification who has completed the adjuvant course recognized by the Home will be paid **30¢** per hour above their classification rate upon providing such proof.

GRADUATE R.P.N.

Graduate **R.P.N.** nurses shall be paid the rate of **R.P.N.** once proof of registration with the College of Nurses has been presented to the Home.

RETROACTIVE PAY

- (a) Retroactivity shall be paid to all employees from January **1, 1994** for all paid hours. Terminated employees have thirty (**30**) days to claim.
- (b) Retroactive pay shall be paid as soon as possible.
- (c) Employees shall be paid by separate cheque.

SCHEDULE "A"

Wage Implementation Note

- 1) In order to comply with the requirements of the **SOCIAL CONTRACT ACT, 1993** and the award, the Employees eligible to be paid as per Schedule "A" - Part 1 are those Employees whose earnings are less than **\$30,000 (LICO)** for the calendar year. Employees determined as "non-LICO" will be paid as per Schedule "A" - Part 2.
- 2) For the purpose of interpreting and applying the low income cut off (**LICO**) the following amounts will be excluded from the calculation of earnings under the **SOCIAL CONTRACT ACT**, in a year.
 - overtime pay
 - premium pay for work on a holiday
 - premium pay for work on a weekend exceeding the maximum number of consecutive weekends
 - call back pay for work performed outside regularly scheduled hours
 - responsibility allowances for temporarily holding the responsibilities of a higher classification
 - transportation or car allowances
 - workers compensation benefits
 - footwear and clothing allowances

The parties agree that the following amounts will be included in the calculation of earnings in a year.

- shift and weekend premiums for regularly scheduled hours of work
 - holiday pay, whether or not the day is worked
 - vacation pay
 - any paid leave of absence
 - retroactive payments, but only the portion attributable to the year for which the calculation of the earnings for that year is being made
 - paid sick leave
 - standby pay
 - long service pay
 - responsibility allowances for regularly holding the responsibilities of a higher classification
 - premiums paid to an employee who has completed an educational requirement
- 3) Where a disagreement exists as to whether an employee's annual earnings may be above or below the LICO, the Employer will make a provisional determination. The

provisional determination shall be subject to review immediately at the end of the final pay period for the year.

If, at the end of the calendar year it is determined that the "non-LICO" Employee's earnings as per LICO definition were less than \$30,000 annually, such Employee shall receive a retroactive wage payment to the extent that the total of the items included for the purpose of the earnings under the LICO definition, including wages, does not exceed \$30,000 for the calendar year.

If, at the end of the calendar year it is determined that a "LICO" Employee's earnings as per the LICO definition were greater than \$30,000 annually, such Employee shall repay to the Board the overpayment of wages received in the calendar year to the extent that to do so does not reduce annual LICO earnings below \$30,000. The Board may recover the money by payroll deduction, and the Employee and the Union agree that this repayment is hereby consented to, for the purpose of the EMPLOYMENT STANDARDS ACT.

The payroll deduction shall be set up in a fair and reasonable manner.

SCHEDULE "B"
TO
COLLECTIVE AGREEMENT

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local 896, C.L.C.

Effective January 1, 1991

HOURS OF WORK AND WORKING CONDITIONS - SHIFT PREMIUM

REGULAR WORK WEEK

- (a) The regular work week shall be forty (40) hours per week. Employees shall be granted two (2) consecutive days off each week. The normal daily hours of work, inclusive of a 30 minute lunch period, shall be eight (8) hours per day.
- (b) All shifts shall be worked in a period not to exceed eight (8) consecutive hours.
- (c) It is understood and agreed that the Home is a 24 hour per day, seven (7) days a week continuous operation and services must be maintained on a rotation basis.
- (d) Part-time employees working less than eight (8) hours per day, and who are required to work longer than the regular working days, shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the working day and for all work performed on holidays and regular days off. Part-time employees shall receive the wage rates, conditions of employment, and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work.
- (e) Employees will not be required to work more than seven (7) consecutive days before receiving days off, and will be given two (2) weekends off in four (4).

- (f) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. An employee shall be advised of a change of scheduled shift at least 24 hours in advance of the change. Copies of all shift schedules shall be given to the Union at the beginning and at the end of the schedule.
- (g) Proration formula for calculation of benefits for part-time employees. Payment of benefits (uniform allowance and bereavement leave), premiums of O.H.I.P., Liberty Health, Life insurance, and accumulation of sick leave credits will be on a pro-rata basis of hours worked in relation to a forty hour work week, Such calculations will be done every six months. The calculation of proration percentages shall be determined by dividing the hours worked in the previous six month period by 1040. Calculation will be done in January and July of each year. The percentage for newly hired employees will be based on their first three (3) months of employment. To facilitate calculations, the actual employee's percentage will be rounded of as follows:
- | | | |
|----------------|----------------|------------------|
| 0 - 10% = 0% | 30 - 50% = 40% | 70 - 90% = 80% |
| 10 - 30% = 20% | 50 - 70% = 60% | 90 - 100% = 100% |
- (h) The Employer agrees to draw up job descriptions for all positions for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions. An employee will be given a copy of her job description upon request.

OVERTIME

- (a) All hours worked in excess of eight (8) hours per day shall be paid for at the rate of one and one-half (1 1/2) times the employee's hourly rate.
- (b) All hours worked on a paid holiday or on a Sunday for those employees who work from Monday to Friday day shift shall be paid for at the rate of one and one-half (1 1/2) times the employee's hourly rate, plus a normal day's pay.
- (c) When an employee is designated to work on his regular scheduled day off, all hours worked shall be paid for at the rate of one and one-half (1 1/2) times the employee's hourly rate.
- (d) The Board agrees to distribute available overtime hours to senior qualified part-time employees in order to make up their forty (40) hours of work per week. Thereafter, overtime shall be distributed on an equitable basis among employees who normally perform such work.

PAY DAYS

It is agreed and understood by the parties hereto that pay days for the duration of this Agreement shall be every second Friday. The Employer will start depositing the employee's pay in his or her bank account.

CALL BACK PAY GUARANTEE

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

SHIFT PREMIUM

A shift premium of forty-five (45¢) cents per hour shall apply to all shifts in which the majority of hours are worked between 1600 and 0800 hours. Employees who work day shift on Saturdays and Sundays will be given a forty-five (45¢) cent per hour weekend premium.

STANDBY

An employee who is required to remain available for duty on standby outside his regularly scheduled working hours, shall receive standby pay in the amount of \$2.10 per hour for the period of standby scheduled by the Home. Standby pay shall however cease where the employee is called in to work under Schedule "B" and works during the period of standby.

EDUCATION LEAVE

An employee shall be entitled to leave of absence without loss of earnings from regularly working hours for the purpose of writing any examinations in which employees are enrolled to upgrade their qualifications. When an employee is required by the Home to attend courses (other than those offered by the Home) the Home shall reimburse the employee for pre-approved expenses incurred.

LONG SERVICE PAY

In recognition of the principle that the long service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to long service pay in accordance with the following table:

In the calendar year of the 5th anniversary.....	\$ 80.00
In the calendar year of the 10th anniversary.....	\$150.00
In the calendar year of the 15th anniversary.....	\$220.00
In the calendar year of the 20th anniversary.....	\$290.00
In the calendar year of the 25th anniversary.....	\$360.00

This long service pay shall be due on November 30 of each year. On severance or retirement, an employee shall be entitled to long service pay calculated on a pro-rata basis from December 31 to the date of departure. In case of death, long service pay shall be paid to the employee's beneficiary.

SCHEDULE "C"
TO
COLLECTIVE AGREEMENT

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local **896, C.L.C.**

Effective January 1, 1991

ANNUAL VACATIONS, STATUTORY HOLIDAYS AND APPROVED LEAVE OF ABSENCE
DURING VACATION

- (a) All employees covered by this Agreement shall be entitled to the following annual vacations with pay:

after 1 year service.....two (2) weeks
after 3 years service.....three (3) weeks
after 7 years service.....four (4) weeks
after 12 years service.....five (5) weeks
after 20 years service.....six (6) weeks

Should a paid holiday fall during an employee's vacation period, then said employee shall be entitled to an extra day's vacation.

During an unpaid absence exceeding thirty (30) continuous calendar days, vacation pay shall be calculated on a pro-rata basis for those employees on a leave without pay that is longer than thirty (30) continuous calendar days.

- (b) Time of Vacation. It is understood and agreed that the Board will give preference of time at which employees wish to take their vacation every consideration, but of necessity, the Board must reserve the final decision as to the scheduling of vacations. The Board shall not unreasonably refuse an employee's request for preferred scheduling of vacation time. Vacations shall be taken from January 1 to December 31 and that more than one employee will be allowed to take vacations at a time. For the purpose of scheduling vacation within the Nursing Department, seniority will be within the section the employee is assigned on a full-time basis.

- (c) All employees shall be allowed to take their total vacation at one time or on an intermittent basis. An employee with less than twelve (12) months of service who leaves the employ of the Home shall be paid four (4%) percent of his earnings.
- (d) Part-time employees shall be paid their vacation pay twice during the calendar year, June 30 and December 31.
- (e) When an employee books one or more weeks of vacation, the employee shall be scheduled off either the weekend immediately prior or the weekend immediately after the vacation period.
- (f) An employee's vacation entitlement shall be made available on a monthly basis on request.

STATUTORY HOLIDAYS

The following paid holidays shall be observed during the life of this Agreement for all employees covered by this Agreement:

- New Years Day
- Good Friday
- Easter Sunday
- Dominion Day
- Civic Holiday
- Victoria Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

Full-time and part-time employees shall receive a normal day's pay for not working on the above named holidays; however, if worked, employees shall be compensated for such work in a manner set forth in this Agreement.

An employee who is scheduled or required to work on a paid holiday shall be paid the rate of time and one-half plus another day off with pay, in lieu of the holiday pay, at a time designated by the employee, within a period of 90 calendar days from the date of the holiday or pay at the rate of time and one-half, plus holiday pay equal to one day's pay, at the employee's option.

To qualify for statutory holiday benefits, employees must work their regularly scheduled shift preceding and immediately following the statutory holiday unless an

excuse satisfactory to the Employer is given for his absence.

APPROVED LEAVE OF ABSENCE DURING VACATION

Where an employee qualifies for sick leave or any other approved leave under the Collective Agreement during his vacation, there shall be no deduction from vacation credits for such period of leave. The period of vacation so displaced shall be either added to the vacation or reinstated for use at a later date at the option of the employee.

SCHEDULE "D"
TO
COLLECTIVE AGREEMENT

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local 896, C.L.C.

Effective January 1, 1991

A part-time employee is a person who is employed by the Board on a regular basis for not more than **32** hours per week. Part-time employees may work more than **32** hours per week on a temporary basis to cover absences due to illness, vacation, leaves of absence and still retain part-time status. Assignments relating to this type of absence shall be for periods not exceeding six (6) months. Where it is known that such assignments will exceed a continuous period of four (4) weeks or more, the posting provisions will apply; however, only part-time employees may be considered under the job posting provisions as it applies to this Article.

It is agreed that part-time hours will be scheduled on a seniority basis up to **32** hours per week, providing the employee is qualified and willing to do the work.

Additional shifts or hours beyond **32** hours per week shall also be distributed on a seniority basis, providing the employee is qualified and willing to do the work.

SCHEDULE "E"
TO
COLLECTIVE AGREEMENT

TERMS OF SETTLEMENT DATED JUNE 9, 1994

The Union and the Grievor agree to withdraw from arbitration the grievances alleging lay-off, job posting, and shift change subject to the following conditions:

Union #C1, 2, 3, 4, 6, 7, 8, N12, 13.

- 1) Management agrees to provide full-time employees working at reduced hours (56, 64 or 72 hours) the opportunity to make up available hours to bring them up to 80 hours, provided that there is no overtime cost to the Employer. Hours must be available within their own department, and will be made available to full-time employees before part-time.
- 2) Full-time employees who do not wish to restore hours, but continue to work reduced hours, must advise management in writing. If an employee opting for reduced hours is replaced through the posting procedure (either permanently or temporarily), the employee replacing will have the opportunity of topping up to 80 hours if he/she so desires.
- 3) If an employee on reduced hours is scheduled a four (4) hour shift and an eight (8) hour shift becomes available, the full-time will be given the eight (8) hour shift, and the four (4) hour shift will be assigned to a junior full-time or part-time, as provided in this settlement.
- 4) The Union is agreeable to the Employer giving out short change shifts, provided that there is no conflict with the Collective Agreement provisions.
- 5) Part-time staff will be scheduled up to thirty-two (32) hours per week on a seniority basis. Hours above thirty-two (32) also will be assigned on a seniority basis. Hours may only be claimed within the department, as currently defined.
- 6) The granting of thirty-two (32) hours under this provision does not constitute a transfer to a full-time position. Permanent full-time status will be obtained through the job posting provision.
- 7) When scheduling part-time shifts, the senior part-time will have preference for eight (8) hour shifts over reduced shifts.
- 8) Implementation date for these provisions is June 19, 1994.

- 9) Employees who **do** not choose to accept make-up shifts (**see #1**) will receive vacation pay based on normal **bi-weekly** earnings, i.e. work **64** hours bi-weekly, receive **2** weeks vacation **64** hours pay, **3** weeks - **96** hours, etc.
- 10) Prior to filing a grievance arising from these provisions, the parties will schedule a Union-Management meeting as soon as possible to attempt to address the issue.
- 11) When the employee currently working the split shift in the kitchen posts out of the position, the hours will revert to the part-time unit.
- 12) The parties will, sign a letter of intent, incorporating these provisions.

The Employer and the Union agree that any difference arising from the implementation or failure to implement these terms of settlement may be referred to arbitration in accordance with the expedited procedure in section **46** of the Labour Relations Act, with such modifications as may be necessary.

DATED this 9th day of June, **1994**, at Sturgeon Falls.

Employer Signatures:

W.M. Foisy
B. Levesque

Union Signatures:

Gaetane Boisvenue
Madeleine Vézina
Marie Larocque
Rémy Giroux
Diane Lavallée
Elie Ouellette

Ministry of Labour Signature:

"Pat Metcalfe"

LETTER OF INTENT

BETWEEN

**AU CHATEAU HOME FOR THE AGED
OF WEST NIPISSING**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.L.C.**

The parties agree to implement summer hours (0700 - 1500 hours) for the month of July and August 1991. These hours will be in effect for domestic help, general help, laundry help and maintenance. The letter may be extended to the summer of 199~~2~~⁴ and 199~~3~~⁵ by mutual agreement.

H.C. S

FOR THE HOME



FOR THE UNION