

**COLLECTIVE AGREEMENT**

Between

**The Corporation of the County of Renfrew**

Concerning Its Operation of Bonnechere Manor  
Renfrew, Ontario

and

**The Canadian Union of Public Employees  
and  
Its Local 1508**

January 1, 1995 to December 31, 1996.

This Agreement made this 16th day of December, 1995.

## **ARTICLE 1 - PREAMBLE**

- 1.01 The general purpose of this Collective Agreement is to establish mutually satisfactory employment relations between the Employer and the Union covered by this Agreement. It provides the means for prompt settlement of grievances and for final settlement of disputes which may relate to salaries, hours of work and other conditions of employment.
- 1.02 This Collective Working Agreement applies to both full-time and part-time Employees within classifications under the scope of the Agreement. In some instances a clause that applies to a full-time Employee will not apply to a part-time Employee and vice versa. Throughout this Agreement, clauses that apply specifically to full-time or part-time Employees are noted as AF/T or AP/T. Those clauses that are not specifically designated as full-time or part-time will apply to both.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the Employer has all regular and customary rights of management except in-so-far as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.
- 2.02 The Union agrees that the regular and customary rights of Management generally include the right:
- a. to maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the Employees (such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union).
  - b. to hire, discharge, direct, transfer, classify, promote, demote, suspend or discipline its Employees, and increase or decrease the working force.
- 2.03 A claim by the Union of unjust rules or regulations, discrimination, discharge, suspension or discipline may be the subject of a grievance under this Agreement.

## **ARTICLE 3 - RECOGNITION**

- 3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1508, as the sole and exclusive bargaining agent for all Employees at Bonnechere Manor in the County of Renfrew, save and except professional medical staff, technical personnel, secretary III's in Administration, Finance, MIS and Human Resources as determined at the time of certification, supervisors, persons above the rank of supervisor and persons for whom any trade union held bargaining rights.
- 3.02 Employees whose jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for the purposes of instruction, experimentation or in emergencies, or when Bargaining Unit Employees are not available, and further provided that the performing of the aforementioned operations, in itself, does not cause the lay-off of any Employee in the Bargaining Unit.
- 3.03 **No Other Agreement**
- No Employee shall be required or permitted to make a written agreement with the Employer or the Employer's representative which conflicts with the terms of this Collective Agreement.

## **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Employer and the Union, its servants and agents, agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practised with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by any reason prohibited by the Human Rights Code.

## **ARTICLE 5 - UNION DUES**

- 5.01 All Employees of the Bargaining Unit, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and by-laws of the Union. All new Employees shall, as a condition of continued employment, become and remain members in good standing in the Union within (30) days of employment.

## **ARTICLE 6 - CHECK-OFF UNION DUES**

### **6.01 Check-off Payments**

The Employer shall deduct from every Employee any monthly dues in accordance with the Union constitution and/or by-laws and owing by him/her to the Union.

- 6.02 a. Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the next payroll period, accompanied by a list of names and wages of employees from whose wages the deduction have been made.
- b. The Employer shall provide each Employee with a statement of income and deductions for income tax purposes (T4 Supplementary), which shall include the deductions for union dues.

## **ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

The Employer agrees to acquaint new Employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

### **7.02 Induction of New Employees**

- a. Within the first five shifts, the Employee's immediate supervisor shall introduce the new Employee to his/her union steward or representative who shall be allotted twenty (20) minutes to acquaint the new Employee with the Collective Agreement.
- b. During the induction period referred to in 7.02 (a), the new Employee will be expected to sign his/her Union Membership Card.

### **7.03 Copies of Agreement**

The Union and the Employer desire all Employees to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, it is agreed that a sufficient number of copies will be printed to allow each Employee and Management Representative to have his/her own copy. The cost of printing the Agreement shall alternate between the Employer and the Union.

## **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 of the Home and the Secretary of the Union or their designates.

## **ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS**

### **9.01 Representation**

The Union shall notify the Employer in writing of the names of the Union's officers, stewards and committee members who are chosen in accordance with this Agreement and they shall thereupon be recognized by the Employer as the representatives of the Union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Union shall have the right to appoint or elect up to a total of 8 stewards. Where possible, there shall not be more than one steward from any one department or nursing unit.

### **9.02 Bargaining Committee**

- a. A Union Bargaining Committee shall be appointed and consist of not more than five (5) members of the Union. The Union will advise the Employer of the Union nominees to the Committee. (An alternate shall be permitted to replace an absent Bargaining Committee Member.)
- b. An Employer Bargaining Committee shall be appointed and consist of not more than five (5) representatives of the Employer. The Employer will advise the Union of the Employer nominees to the Committee.

### **9.03 Labour/Management Committee**

A Labour/Management Committee consisting of not more than three (3) members of the Union and three (3) management representatives shall be recognized. The parties shall advise each other of its representatives on the Committee. (An alternate shall be permitted to replace an absent Labour/Management Committee Member).

### **9.04 Representatives of Canadian Union**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer. If access is required to other than meeting rooms, the prior approval of the Employer must be obtained.

### **9.05 Employer/Union Meetings**

- a. In the event that neither party wishes to call a meeting of Labour/Management Committee, the meeting shall be held at a place fixed by mutual agreement as soon as reasonably possible. Upon request being made, both parties shall state the names of the members who will attend. When possible, five (5) days notice shall be given.
- b. In the event that neither party wishes to call a meeting not specifically concerning the Labour/Management Committee, Collective Bargaining Committee or the grievance procedures, the agenda, time of meeting and participants shall be mutually agreed upon. Attendance at such meetings shall be without loss of pay.

### **9.06 Time Off For Meetings**

Any representative of the Collective Bargaining Committee or Labour/Management Committee shall have the right to attend Collective Bargaining meetings or Labour/Management meetings held with management within working hours. Such leave shall be without loss of pay up to and including arbitration concerning renewal of this agreement.

**9.07 Cancelled Meetings**

If a meeting is cancelled by the Union, less than three (3) full days prior to the day of the scheduled meeting, the Union shall assume responsibility for lost time pay on behalf of any Union Member, unless in the opinion of the Department Head, rescheduling is possible.

If a meeting is cancelled by the Employer less than three (3) full days prior to the day of the scheduled meeting, the Employer agrees to reschedule Employees who would normally have worked that day, otherwise such Employees shall be compensated for lost time at their regular rate of pay. Employees shall be rescheduled if a meeting is cancelled prior to three (3) days before the scheduled meeting. Scheduled changes as a result of meeting cancellation shall not be subject to the provisions of Clause 16.02.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.01 Attendance at Grievance Hearings**

A maximum of three (3) union representatives deemed to be the Grievance Committee, plus the Grievor, will be granted leave to attend hearings at any level of the grievance procedure, including meetings convened by a Grievance Settlement Officer appointed by the Ministry of Labour. Such leave shall be without loss of pay, benefits or seniority, (for part-time Article 13.01 (d) will apply). Where a group grievance is presented, attendance at the grievance hearing will be limited to one grievor.

**10.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each steward and the department(s) he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.

**10.03 Representatives of Canadian Union**

With the knowledge of the Employer, representatives of the Canadian Union of Public Employees shall have access to the Employer's place of business at any reasonable time in order to investigate and assist in the settlement of a grievance.

10.04 The Union acknowledges that stewards have regular duties to perform on behalf of the Employer and that Stewards will not leave their regular duties without obtaining permission from their immediate supervisor who will be advised of the general type of Union business to be performed during the requested absence. Such permission shall be granted by the Supervisor as soon as reasonably possible. When resuming their regular duties after engaging in duties on behalf of the Union, stewards will report to their Supervisor immediately upon their return. Any Union representative who is privileged by this Agreement to take up Union business in a department other than his/her own will also report to the Supervisor in charge of that department at the time.

The employer reserves the right to limit the steward's absence from his work if the time taken is considered excessive or if the steward does not perform his/her duties under this Agreement in a prompt manner.

**10.05 Definition of a Grievance**

- a. A grievance shall be considered as a difference between the parties in the interpretation, application or administration of this Agreement.
- b. All grievances must be in writing with a sentence explaining the violation of the Collective Agreement, noting the Clause(s) violated and the redress sought.

**10.06 Settling of Grievances**

An earnest effort shall be made to process and settle grievances fairly and promptly. It is understood that an Employee(s) has no grievance until the complaint has been referred to the Employee's Departmental Supervisor. A meeting for this purpose will be held within fourteen (14) days of the date giving rise to the complaint or when it reasonably came to the attention of the Employee. Failing settlement within two (2) days following the meeting it shall then be taken as a grievance.

**STEP 1**

The aggrieved Employee(s) shall submit the grievance to his/her Steward.

**STEP 2**

If the Steward considers the grievance to be justified, the Employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the Employee's Department Head or designate by presenting a written statement of the grievance within nine (9) days. The Department Head or designate will give his/her written decision to the Steward within six (6) days of receipt of the grievance.

**STEP 3**

Failing a settlement of the grievance at Step 2, the grievance may be submitted within twelve (12) days of the response at Step 2 to the Administrator of the Home or designate, at the same time advising what redress is sought. If requested by either party, the Administrator or his/her designate, together with appropriate management representatives, shall meet with the Grievor and the union Grievance Committee within nine (9) days of receipt of the grievance. The Employer shall give a written reply within nine (9) days of the meeting if one is convened or, of one is not convened, within nine (9) days of receipt of the grievance.

**STEP 4**

Failing settlement of the grievance at Step 3, the Union may refer the matter to arbitration within thirty (30) days from the date of the Employer's response in Step 3.

**10.07 Policy Grievance**

The Union may file a grievance alleging violation, misinterpretation, or non-application of any provision of this agreement. Such a grievance will be submitted at the third level of the grievance procedure by the President of the Local or his designate.

**10.08 Facilities for Grievances**

The Employer shall provide the necessary facilities for the grievance meetings provided for in Clause 10.06 above.

**10.09 Failure to Act Within Time Limits**

If the Grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future grievance. Extensions to the time limits in the grievance procedure may be made by mutual agreement.

## **ARTICLE 11 - ARBITRATION**

### **11.01 Composition of Board of Arbitration**

When 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 of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance may be referred to arbitration through the expedited process, S.46 of the Labour Relations Act. Alternatively, the grievance may be referred to a board of arbitration and such notice shall contain the name of the party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so appointed, shall, within ten (10) days of the appointment of the second of them appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding and enforceable upon the parties and upon any Employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

11.02 The arbitration Board shall not have the power to change this Agreement or to alter or modify any of its provisions. However, the Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable.

### **11.03 Expenses of the Board**

Each of the parties to this Agreement will pay the fees and disbursements of its appointee to the Arbitration Board, and will share equally the fees and disbursements of the Chairperson.

### **11.04 Disagreement on Decision**

Should the parties disagree as to the meaning of the board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which he/she shall attempt to do within five (5) days.

11.05 The time limits fixed in both the grievance and arbitration procedures may only be extended by consent of both parties to this Agreement. Should any grievance not be submitted within the time limits specified, it shall be considered to have been abandoned.

### **11.06 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses. All reasonable agreements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working condition which may be relevant to the settlement of the grievance.

### **11.07 Attendance at an Arbitration Hearing**

Leave to attend an arbitration hearing for the Grievor, Union representatives and witnesses called by the Union will be requested under Article 22.02.

## **ARTICLE 12 - DISCHARGE AND SUSPENSION**

### **12.01 Procedures**

An Employee may be disciplined or discharged for just cause and upon the authority of the Employer.

When the Employer deems it necessary to discipline or discharge an Employee, the Employee shall be advised of his/her right to have a representative of the Union present.

The discipline or discharge shall be discussed in private so as to protect the dignity of the Employee. The Union shall be advised in writing by the Employer of the action taken within five (5) working days.

### **12.02 Unjust Suspension or Discharge**

- a. An Employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure, within seven (7) days after such discharge or suspension. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- b. An Employee who is found to have been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority.

He/She shall be compensated for all time lost in the amount equal to his/her normal earnings or by any other compensation arrangement 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.

12.03 The record of an Employee, as it applies to this article, shall not be used against him/her at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand.

## **ARTICLE 13 - SENIORITY**

### **13.01 Seniority Defined**

(F/T, P/T) a. Seniority is defined as the length of continuous service with the Employer, retroactive to the last date of hiring. An Employee who has completed his/her probationary period, as set out in Clause 13.03 below, shall have his/her name placed on the seniority list with seniority effective as of the last date of hiring.

(P/T) b. Part-time Employees' seniority shall be based on the number of hours worked. Part-time Employees shall have the equivalent of one year's service for each 1,840 hours worked (effective July 1, 1994). Part-time Employees will be called in rotation and in accordance with their seniority for all available hours or shifts.

*Office and Clerical Employees, see Schedule AB".*

c. Principle of seniority shall operate on a Bargaining Unit wide basis. When an employee transfers from the part-time service to the full-time service and vice versa, his/her seniority shall carry forth to the new position.



d. Full/Part-time Employee(s) shall continue to accumulate seniority while on leave of absence under Article 22.02 and 22.03. For the purpose of calculating seniority for part-time Employee(s), seniority shall be averaged over the preceding eight (8) weeks prior to the leave. The purpose of this clause is for the purpose of the accumulation of seniority only. Such accumulation of seniority shall not be considered as time worked for the purpose of Article 19.02 (b) P/T.

### 13.02 Seniority List

- a. The Employer shall maintain a seniority list showing the date upon which the service of each Employee, who has completed his probationary period, commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.
- b. The order of staff names on the part-time schedule shall be arranged by seniority and shall be updated in January and July of each year.

### 13.03 Probation of Newly Hired Employees

(F/T) a. Newly hired Employees shall be on probation for a period of three (3) months from the date of hiring. This probationary period may be extended if mutually agreed between the Employer and the Union. During the 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.

*Office and Clerical Employees, see Schedule AB”.*

(P/T) b. Part-time Employees shall be on probation for a period of 460 working hours from the date of hiring. This probationary period may be extended if mutually agreed between the Employer and the Union. During the 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.

*Office and Clerical Employees, see Schedule AB”.*

### 13.04 Loss of Seniority

An Employee shall lose seniority rights in the event:

- a. He/She is discharged for just cause and is not reinstated;
- b. He/She resigns;
- c. He/She is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- d. He/She is laid off for a period of more than two (2) years. A laid-off Employee may refuse any recall without loss of seniority for up to 2 years if such recall is in a different classification from which he/she was laid off without losing his/her recall right of refusing to return to work.

It shall be the responsibility of the Employee to keep the Employer informed of his/her current address. An Employee recalled for casual work or employment of short duration not exceeding a period of two (2) weeks, at a time when he/she is employed elsewhere, shall not lose his recall rights for refusal to return to work. In the case the Employee refuses such offer then the job can

be filled for the two (2) weeks without posting;

- e. He/She fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause;
- f. He/She overstays a leave of absence without permission of the Employer, unless for just cause; or
- g. After any continuous unpaid leave of absence in excess of two (2) years.

#### 13.05 **Transfers and Seniority Outside of the Bargaining Unit**

(F/T, P/T) No Employee shall be transferred to a position outside the Bargaining Unit without his/her consent. An Employee who is transferred to a position outside the Bargaining Unit shall retain his/her seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. Upon completion of a one (1) year period, his/her seniority will become null and void in the Bargaining Unit. An Employee who returns to the Bargaining Unit within the one (1) year period, shall be placed in his/her former classification, provided he/she has seniority over the present Employees as well as the qualifications and ability to perform the duties of the position. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

### **ARTICLE 14 - PROMOTION AND STAFF CHANGES**

#### 14.01 **Job Posting**

- a. When the Employer decides to fill a vacancy or a new position, notice of the position will be posted on the bulletin board for a minimum of one week so that all members will know about the position and be able to make written application therefore.
- (P/T) b. No postings are required for students employed during the public school summer vacation period, and the Christmas vacation period, providing this will not interfere with the normal hours of work of the relief staff. The Christmas and New Year's vacation period shall be defined as December 23rd - 2300 hours to January 1st - 2300 hours.
- (P/T) c. Preference of shifts shall be given to part-time Employees over students.

#### 14.02 **Information on Postings**

Job postings shall contain the following information: Classification, title, department, full-time or part-time, shift and hours of work, duties (consistent with the principle duties of the job description), skills, qualifications, wage rate, date of posting, deadline for applications.

#### 14.03 **Role of Seniority**

Each party recognizes:

- a. The principle of promotion within the service of the Employer;
- b. That job opportunity should increase in proportion to length of service;
- c. Management shall fill any vacant position for a temporary period not to exceed a total of three (3) weeks, pending a permanent position posting to the vacant position.

Therefore, in making staff changes, transfers, or promotions, to a position which has been posted, appointment shall be made of the applicant having the required qualifications and

ability, but where two or more applicants have the required qualifications and ability, the appointment shall be given to the applicant who has the greatest seniority. Appointments from within the Bargaining Unit shall be made within three (3) weeks of posting unless a further extension is mutually agreed.

**14.04 a. Promotion Requiring Higher Qualifications**

Where there is no qualified applicant for a posted position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualification prior to the filling of the vacancy.

If such Employee is promoted, he/she will be given an opportunity to qualify within a reasonable length of time and if he/she fails to qualify he/she shall revert to his/her former position and wage rate.

**b. Transfers**

Whenever an employee voluntarily transfers to another classification that has a wage range equivalent to, or lower than the current wage rate, he/she shall start at the starting rate of that classification. Management will review the performance of the Employee after two (2) calendar months (320 working hours for part-time) and if the Employee is qualified to perform the work in the new classification and is performing satisfactorily, the Employee will be placed at the same step in the wage range of the new classification to which he/she had progressed in the wage range of the previous classification.

*Office and Clerical Employees, see Schedule AB”*

- c. When an employee is temporarily assigned or transferred in excess of 3.5 hours, to perform the duties of a classification in the Bargaining Unit with a higher rate of pay, the Employee shall be paid at the appropriate rate of pay in the new classification for the duration of the time worked.
- d. When an Employee is temporarily assigned or transferred in excess of 3.5 hours, to perform the duties of a classification in the Bargaining Unit with a lower rate of pay, the Employee shall be paid their regular rate of pay.
- e. The Employer may temporarily transfer an Employee to perform the duties of a job classification what is vacant due to an authorized leave of absence in accordance with the following language:

**Temporary Transfer in Excess of 15 Working Days**

- i) When the Employer temporarily transfers an Employee to perform duties of a full-time or part-time classification, the temporary position will first be offered to the Employees in the same job classification by seniority and thereafter to the most senior qualified Employee in the Bargaining Unit. Such determining factors shall be governed by Article 14 of the Collective Agreement.
- ii) Except where a shift schedule conflicts, an Employee shall not suffer any reduction in his/her shift total, in his/her regular classification, as a result of his/her temporary transfer.
- iii) An Employee may be temporarily assigned/transferred without his/her approval, subject to i) above.
- iv) Each Employee filling a temporary vacancy will be temporarily assigned/transferred to a maximum of eight (8) weeks and this will continue in rotation, unless there are no other qualified Employees available.

### **Temporary Transfers Less Than 15 Working Days**

Where the Employer temporarily transfers an Employee for a period of less than fifteen (15) days, the Employer will first offer the work to the most senior qualified Employee who has signed up on the "available for Short Term Temporary Transfer" sheet for that position. No Employee temporarily transferred under this clause will be transferred for more than fifteen (15) working days. This shall continue in rotation. The temporary transfer sign up sheet shall be posted on January 1st and July 1st of each year for Employees who volunteer to work in a different job classification.

#### **14.05 Union Notification**

- a. The Union shall be notified in advance of all job postings, vacancies, new positions, i.e.: resignations, etc., and also the Union shall be notified of all successful appointees to the vacancies, job postings and new positions.
- b. On all job postings which occur, the Union shall be notified who the Employee was that has created the vacancy. The Employer shall post on the bulletin board, the name of the successful applicant to the job posting within twelve (12) days.

#### **14.06 Limitations**

The job posting procedure as set out in this Article will be applicable only to the Employer's original need and to the first and second vacancies created by transfers of any successful applicants. Subsequent vacancies may be filled at the Employer's discretion either by internal transfer or promotion or by new employment.

- 14.07 When a member of the Bargaining Unit is the successful applicant, he/she shall be notified within one (1) week following the end of the posting period. He/She shall be placed on trial for a period of two (2) months (320 working hours for part-time). Conditional on satisfactory service, the Employee shall be declared regular full-time in the posted position after the period of two (2) months or regular full-time or regular part-time after 320 working hours for part-time. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority. Any other Employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

*Office and Clerical Employees, see Schedule AB".*

### **ARTICLE 15 - LAY -OFFS AND RECALLS**

#### **15.01 Lay-off Procedure**

- a. Definition of a Lay-off
  - (F/T) i) 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.
  - (P/T) ii) A lay-off for part-time Employees shall be defined as reduction in the work force or a 40% reduction in hours as per the qualification period set out in the Employment Standards Act.
- b. **Notice to Lay-off**

In the event of a proposed lay-off at the Home or the elimination of a position within the Bargaining Unit, the Employer shall:

- i) Provide the Union with no less than eight (8) weeks written notice of the proposed lay-off or elimination of position and;
- ii) Provide to the affected Employees written notice of lay-off by hand delivery, registered mail, or pay in lieu thereof. Such notice shall be a minimum of two (2) weeks or as required under the E.S.A., which ever is greater.

#### **15.02 Role of Seniority**

In the event of a lay-off, Employees shall be laid off in the reverse order of their seniority by job classification. An Employee in receipt of notice of lay-off may:

- a) accept the lay-off; or
- b) opt to retire, if eligible under the terms of the OMERS Pension Plan
- c) displace another Employee who has lesser Bargaining Unit seniority if the Employee originally subject to lay-off has the ability and qualification to meet the normal requirement of the job within ten (10) days. An Employee so displaced shall be deemed to have been laid off.

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 five (5) days after receiving the notice of lay-off.

- d) In the event of a lay-off, an Employee shall have the option to displace either a full-time Employee or a part-time Employee provided that the above conditions are met.

#### **15.03 Recall**

- a) An Employee who is laid off through direct notification or the bumping process and remains employed at the facility will be given preference over seniority if they apply for any position in a job posting that is the same as the original position they were laid off from. The Employee will have one year from the day of lay-off to exercise this option.
- b) An Employee who is laid off and no longer works at the facility will be offered any available positions for which they are qualified, after the position has been posted under Article 14.00 in the workplace. The Employee is eligible to apply for any job posting and may refuse any recall without loss of seniority for a period of two (2) years.

#### **15.04 No New Employees**

No new Employees will be hired until those laid off have been given an opportunity for recall in accordance with 15.03 above.

#### **15.05 Grievance on Lay-off**

Grievances concerning lay-offs effected in accordance with this Article shall be initiated at Step 3 of the Grievance Procedure.

### **ARTICLE 16 - HOURS OF WORK**

#### **16.01 Normal Daily hours**

- (F/T) a. The normal daily hours of work for regular full-time Employees inclusive of thirty (30) minutes for meal period, shall be eight (8) hours per day. Meal times shall be allocated by Management within each eight (8) hour period.

*Office and Clerical Employees, see Schedule AB”*

- (P/T) b. The normal hours of work for part-time Employees inclusive of thirty (30) minutes for meal period, shall not exceed forty-eight (48) hours per pay period save and except during emergencies.

*Office and Clerical Employees, See Schedule AB”.*

- c. Employees working a shift of less than eight (8) hours shall receive meal and rest periods on the following basis:

| <u>Hours in Shift</u> | <u>Minutes of Break</u> |
|-----------------------|-------------------------|
| 3.5                   | 15                      |
| 4.0                   | 20                      |
| 4.5                   | 20                      |
| 5.0                   | 30                      |
| 5.5                   | 30                      |
| 6.0                   | 45                      |
| 6.5                   | 45                      |
| 7.0                   | 45                      |
| 7.5                   | 45                      |
| 8.0                   | 60                      |

- d. No schedules shift shall be less than three and one half (3 2) hours in duration.

#### 16.02 **Normal Days of Work**

- (F/T) a. The normal days of work shall be a total of ten (10) days per pay period and any and all Employees may be required to work a shift schedule. Work schedules shall be posted on the bulletin board at least two (2) weeks in advance.

Should a scheduled shift be changed and the affected Employee not given seven (7) days notice, the first day of the new schedule shall be paid at the rate of time and one-half (1 1/2).

- (F/T) b. In the event that there is a sudden scheduled shift change as outlined in (a), the displaced Employee shall be returned to their regular rotation as soon as practically possible.

- (P/T) c. i) Part-time Employees shall be entitled to thirty-six (36) hours notice for any shift that is added to their schedule. If thirty-six (36) hours notice is not possible, the Employee will have the option of non-acceptance of the shift without penalty. Notice will be provided consistent with current scheduling practices.

ii) In the event of an Employee has a cancelled shift for which they did not receive twenty-four (24) hours notice, the Employer will adjust the schedule, by seniority, within the current, or if not possible, the following pay period. In the event that a shift would be given in the following pay period, it would not be calculated in the shift total.

#### 16.03 **Weekends to Allow Equality of Distribution**

- a. For shift workers, weekends will be planned to allow for equality of distribution where possible. Days shall be scheduled consecutively when practicable. All shift workers will be scheduled to allow two (2) weekends off in every five (5).

- b. For the purpose of this Article, a weekend shall be defined as Friday 2300 to Sunday 2300.

**16.04 Rest Periods**

There shall be a fifteen (15) minute rest period allocated twice during each eight (8) hour work period.

*Office and Clerical Employees, see Schedule AB”.*

**16.05 No Split Shifts**

While it is recognized that evening and night shifts must be continued, the Employer undertakes that no Bargaining Unit Employee shall be required to work a split shift.

**16.06 Call-in**

- a. Call-in is defined as being called to work an unscheduled shift.
- b. If called in to work after a shift has clearly begun, or if not given enough call-in time to report to work before the shift starts, the Employee shall be paid for the full time worked plus one and one-half (1 2) hours, if they live outside of the town of Renfrew radius and one (1) hour if they live within the Town of Renfrew, but not an amount exceeding eight (8) hours of pay.

*Office and Clerical Employees, see Schedule AB”.*

**16.07 Shift Switching**

Staff can be permitted to switch an unlimited number of shifts with other staff provided that the following conditions are met:

- a. That the staff are within the same job description.
- b. That the shifts are within the same pay periods.
- c. That the person requesting the switch will not be available to work on an arranged free day, unless otherwise mutually agreed.
- d. That overtime rate will not be paid for any shift that is voluntarily switched.
- e. That the shifts that are being switched, are considered equal for the purpose of scheduling.

- 16.08** a. The Employer agrees that all available hours of work and preference of shifts shall be offered to available regular part-time Employees first, provided that overtime is not incurred, and thereafter to Students.

- b. Preference of shifts shall be defined as the length of shifts.

- c. Once scheduled, an Employee shall not be considered available for any other hours that day, subject to Articles 16.05 and 17.01.

**ARTICLE 17 - OVERTIME**

**17.01 Compensation Outside Scheduled Hours**

- (F/T) a. Authorized work performed by regular full-time Employees outside the scheduled hours of work shall be considered to be overtime and shall be paid for at the rate of time and one-half (1 2).
- (P/T) b. Authorized work performed beyond eight (8) hours in any twenty (20) hour period shall be paid for at the rate of time and one half (1 2). No Bargaining Unit Employee shall be required to work beyond eight (8) hours in any twenty (20) hour period, without their consent. An Employee who is required to work beyond eight (8) hours in any twenty (20) hour period, but has not consented to waive overtime pay, shall be paid at the rate of time and one half (1 2).

Notwithstanding the foregoing, no Employee will be permitted to work more than twelve (12) hours in a day.

*Office and Clerical Employees, see Schedule AB”.*

#### **17.02 Supply of Meals**

Employees required to work more than two (2) hours overtime during the hours when kitchen is functioning will be provided with a meal.

#### **17.03 Sharing of Overtime**

Overtime and call-back time shall be assigned as equitable as possible among the employees who work in the affected department on a regular daily basis and who are willing and qualified to perform the available work.

#### **17.04 Overtime Assignment**

Overtime work shall be on a voluntary basis except that when no Employees are available, it is agreed that the Employer shall have the right to schedule or assign overtime work whenever necessary to meet emergencies or to ensure the efficiency of its operations. When such overtime assignments are made by the Employer, they shall be made to qualified Employees with the least seniority who in the affected department on a regular daily basis.

#### **17.05 Call-back Guarantee**

- a. Call-back is defined as being called to work for an unscheduled term which is not a regular shift.
- b. If an Employee is called back to work after leaving the premises of the Home, he/she shall be paid a minimum of three (3) hours of time and one-half (1 1/2) his regular hourly rate provided he/she remains on the premises for the three (3) hour period if required to do so.

#### **17.06 No Time Off in Lieu of Payment**

Overtime is to be paid at the rates agreed and time off is not to be given in lieu of overtime rates. This does not preclude, however, an Employee requesting to take time off in lieu of overtime pay. If approved, time off shall be at the appropriate overtime rate. Such arrangements shall be by mutual agreement.

#### **17.07 Overtime Assignment While Employees on Lay-off**

Overtime shall not be assigned on a regular basis while there are Employees on lay-off who are capable of performing the work available; however, casual overtime may be assigned under such circumstances.



17.08 When an Employee is scheduled overtime of at least three (3) hours beyond his normal shift, the overtime assignment shall include a fifteen (15) minute rest period.

17.09 If an Employee reporting to work for a regular scheduled shift is returned home due to an error in scheduling, he/she shall be paid at the regular rate of pay for the scheduled shift.

**17.10 Standby - Maintenance Department**

a. Each Employee on standby from 11:00 p.m. Sunday to 11:00 p.m. Friday will receive one hour pay at straight time for each total of eight (8) hours on standby. Any total less than eight (8) will be pro-rated to the hourly wage.

b. Each Employee on standby from 11:00 p.m. Friday to 11:00 p.m. Sunday will receive one and one-half (1 1/2) hours' pay for each total of eight (8) hours on standby. Any total less than eight (8) hours will be pro-rated to the hourly wage.

c. The Employee on Standby shall receive one day off in lieu of standby to be taken in the week following the Employee's week of standby. This eight (8) hours will be subtracted from the total hours paid for standby, the balance of which will be paid out as regular wages.

If the Employer is faced with an emergency situation, the Employer may schedule the Employee to work at straight time with the understanding that the day in lieu will be rescheduled at a mutually agreeable time.

d. The Employer shall pay a minimum pay of three (3) hours at time and one-half (1 2) of the normal hourly rate for reporting to work while on standby. The half (2) hour travelling time will be considered as time worked.

An Employee called back to work will be eligible to receive shift premium for all hours worked.

The standby allowance will be separate from call-back pay and will be paid for the entire shift whether or not a call-back situation occurs.

There will be no standby premium for statutory holidays.

**ARTICLE 18 - SHIFT WORK**

**18.01 Shift Premium**

An Employee shall be entitled to a shift premium for all hours worked between 3:00 p.m. and 7:00 a.m. provided that at least 50% of the shift falls between 3:00 p.m. and 7:00 a.m. The premium rate shall be:

- Effective January 1, 1991, \$0.46 per hour.

Only the hours worked between 3:00 p.m. and 7:00 a.m. shall be paid the shift premium.

**18.02 No Pyramiding**

Employees who are assigned to work overtime at premium rates of pay between 3:00 p.m. and 7:00 a.m. shall be paid the said shift premium, but the premium overtime rate shall be calculated on the regular rate of pay not including the shift premium.

**ARTICLE 19 - PAID HOLIDAYS**

**19.01 Holidays to be Observed**

a. The following shall be observed by the Employer as paid holidays for Employees:

|                |                  |
|----------------|------------------|
| New Year's Day | Labour Day       |
| Good Friday    | Thanksgiving Day |
| Easter Monday  | Remembrance Day  |
| Victoria Day   | Christmas Day    |
| Canada Day     | Boxing Day       |
| Civic Holiday  |                  |

Plus any other day proclaimed hereafter by the Federal or Provincial Government shall be recognized as an additional holiday.

(F/T) b. In addition to the holidays listed above, each Employee of the Bargaining Unit shall be allowed two (2) additional holidays to be known as Floating Holidays. The date and time for taking the Floating Holidays shall be mutually agreed upon by the Employer and the Employee. Should the Federal or Provincial Government proclaim a holiday to be observed in February, one of the Floating Holidays shall be considered to be the day so proclaimed to be fixed on the same date as the proclaimed holiday.

(P/T) c. In addition to the holidays listed in (a) above, each part-time Employee shall be allowed February 1st and June 1st in lieu of the Floating Holidays enjoyed by full-time Employees. Should the Federal or Provincial Government proclaim a holiday to be observed in February, the February 1st holiday shall be cancelled in lieu of the newly proclaimed holiday.

(F/T) d. A list of unused paid holidays owing to all full-time Employees shall be posted on all bulletin boards in January and July of each year.

(F/T, P/T) e. It is understood that for Employees whose regular shift begins at 11:00 p.m., the twenty-four (24) hour period for a paid holiday for time keeping purposes begins at 11:00 p.m. the day preceding the holiday to 11:00 p.m. the day of the holiday.

**19.02 Qualification for Holiday Pay**

(F/T) a. In order to qualify for holiday pay an Employee must work his/her full schedule shift immediately preceding and immediately following the holiday and must work on such holidays if scheduled to work except where his/her absence is as a result of sickness or absence authorized by Management. W.C.B. shall not be considered as an absence authorized by Management.

(P/T) b. In order to qualify for holiday pay an employee must:

1. have worked a minimum of twelve (12) days during the four (4) weeks immediately preceding the week in which the holiday falls,
2. have been employed by the Employer for a minimum of three (3) months, and
3. work his/her full scheduled shift immediately preceding and immediately following the holiday and must work on such holidays if scheduled to work, except where his/her absence is as a result of sickness or absence authorized by Management. W.C.B. shall not be considered as an absence authorized by Management.

(F/T) c. Those Employees on unpaid sick leave shall be eligible for a maximum of one (1) paid holiday if such holiday occurs during the first thirty (30) days of unpaid leave.

### 19.03 Compensation for Holidays

- (F/T) a. The above holidays shall be paid for on the basis of eight (8) hours at the regular straight time hourly rate.
- (P/T) b. The above holidays shall be paid for on the basis of eight (8) hours at the regular straight time hourly rate. However, if the average duration of shifts over the preceding four (4) weeks is less than five (5) hours per shift, he/she shall be paid his/her regular straight time based on average hours.

### 19.04 Compensation for Holidays Worked

- (F/T) a. A full-time Employee who qualifies and works on a paid holiday shall be paid at the rate of time and one-half (1 2) his/her normal rate for all hours worked plus receive another day off with pay at a time agreeable to the Employer and the Employee.
- (P/T) b. A part-time Employee who qualifies and works on a paid holiday (except days assigned as Floating Holidays) shall be paid at the rate of time and one-half (1 2) his/her normal rate for all hours worked, and, in addition, be paid for the holiday in accordance with 19.03 (b). An Employee who qualifies and works on February 1st or June 1st shall be paid at the straight time rate for all hours worked and, in addition, be paid for the holiday.
- c. An Employee who does not qualify and who works on a paid holiday (except days assigned as Floating Holidays) shall be paid at the rate of time and one-half (1 2) his/her normal rate.

### 19.05 Compensation for Holidays Falling on a Scheduled Day Off.

- (F/T) If a paid holiday is observed on an Employee's scheduled day off and the Employee qualifies but does not work on that day, he/she shall be allowed another day off with pay in accordance with 19.03 at a time agreeable to the Employer and the Employee.

## ARTICLE 20 - ANNUAL VACATION

20.01 1. a. Effective January 1, 1990, the following schedule shall be used to calculate vacations:

- (F/T)
- i) During the first year of employment, full-time Employees will be credited with vacation leave at the rate of .83 days for each full calendar month worked up to December 31st.
  - ii) Beginning January 1st of the vacation year during which the Employee will complete one (1) full year of employment, he/she will be credited with fifteen (15) working days of vacation leave.
  - iii) Beginning January 1st of the vacation year during which the Employee will complete eight (8) years of employment, he/she will be credited with twenty (20) working days of vacation leave.
  - iv) Beginning January 1st of the vacation year during which the Employee will complete seventeen (17) years of employment, he/she will be credited with twenty-five (25) working days of vacation leave.

*Office and Clerical Employees, see Schedule AB”.*

(F/T) b. For the purpose of determining vacation entitlement, the full-time date of hire is the anniversary date. Employees who have had part-time service continuing into full-time service will have a calculated date of hire for the purpose of determining vacation entitlement.

c. The vacation year shall be from January 1st to December 31st.

(P/T) 2. Effective January 1, 1990 vacation pay for part-time Employees shall be in accordance with the Employment Standards Act except that part-time Employees, after one (1) year work (1840 hours) will receive 6% vacation pay, after eight (8) years work (14,720) will receive 8% vacation pay, and after seventeen (17) years work (31, 280 hours) will receive 10% vacation pay.

*Office and Clerical Employees, see Schedule AB”.*

#### **20.02 Compensation for Holiday Falling Within Vacation Schedule**

(F/T) If a paid holiday is observed during an Employee’s annual vacation period, the Employee shall be allowed a lieu day off at a mutually agreeable date.

#### **20.03 Calculation of Vacation Pay**

Vacation pay shall be calculated at the rate effective immediately prior to the vacation period and the Employees shall receive their vacation pay prior to the beginning of their vacation period, provided that Employees notify the pay office three (3) weeks before the start of the vacation.

#### **20.04 Vacation Pay on Termination**

(F/T) An Employee who leaves full-time employment with earned vacation to his/her credit shall be paid the unused portion of his/her vacation credits. An employee who has used vacation leave credits not yet earned will be required to reimburse the Employer for the unearned portion of vacation leave.

#### **20.05 Preference in Vacation**

Preference for vacation shall be given to Employees in accordance with the Employee’s seniority. Within each job classification and Employment Status except as outlined in the “Letter of Understanding” in respect to Christmas Day and New Year’s Day.

#### **20.06 Vacation Schedule**

Vacation schedules shall not be changed unless by agreement between the Employer and the affected Employee.

a. For the purpose of scheduling vacation, the Employer agrees that Employees shall be entitled to schedule their vacation in two blocks. a block shall be defined as January 1st to April 30th and May 1st to December 31st.

b. In the last week of January, the Employer shall post a notice to Employees that vacation requests including their second and third preference must be submitted prior to March 15 for the period of May 1st to December 31st. At the time of posting, the Employer shall identify the number of Employees who can leave at one time, within each job classification and employment status. The Employer shall post the authorized vacation requests by April 15th.

In the last week of September, the Employer shall post a notice to Employees that vacation requests including their second and third preference must be submitted prior to November 15th,

for the period of January 1st to April 30th. At that time of posting, the Employer shall identify the number of Employees who can leave at one time, within each job classification and employment status. The employer shall post the authorized vacation requests by December 15th.

c. In the event of a conflict, seniority shall prevail and the Employer shall inform the affected Employee(s). The affected Employee(s) shall be allowed to submit another request.

d. Any request submitted outside of the above deadline, shall be considered on the first come first served basis.

**20.07 Unbroken Vacation Period**

(F/T) An Employee shall be entitled to receive his/her annual vacation in an unbroken period unless otherwise agreed between the Employer and the Employee.

20.08 An Employee may elect to carry over not more than five (5) days of their earned vacation (F/T) to the ensuing year but must file an application with the Administrator prior to September 15th. An additional five (5) days may be carried over if mutually agreed upon.

20.09 A part-time Employee shall be entitled to twenty-one (21) days vacation without pay. Vacation shall be granted based on part-time seniority.

20.10 Except where legislated otherwise, vacation leave and vacation pay shall not accrue after thirty (30) days of any period of leave.

**ARTICLE 21 - SICK LEAVE**

*Office and Clerical Employees, see Schedule AB".*

**21.01 Sick Leave Defined**

(F/T) a. Sick Leave shall be considered to mean the period of time an Employee is absent from work at full pay because of sickness or disability or because of an accident for which compensation is not being paid under the Workers' Compensation Act.

(P/T) b. The normal provisions of sick leave compensation as applicable to full-time Employees are compensated for in wage rates of part-time Employees.

**21.02 Annual Paid Sick Leave**

(F/T) Eighteen (18) days sick leave credit shall be accumulated annually by each Employee at the rate of one and one-half (1 2) days for each month an Employee is on the active payroll.

**21.03 Deduction From Sick Leave**

(F/T) Employees who are absent because of illness shall have the number of days absent deducted from their accumulated sick leave credits.

**21.04 Proof of Illness**

An Employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) consecutive working days, certifying that he/she is unable to carry out his/her duties to illness. In addition, the Employer may require such certificate for absence for less than three (3) days where the Employee has been warned of excessive absenteeism.

**21.05 Sick Leave During Leave of Absence**

(F/T) When an Employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, he/she shall not continue to accumulate sick leave and shall not be entitled to receive pay for sickness for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off.

**21.06 Sick Leave Records**

(F/T) Upon request but not more than once a year, an Employee shall be given the opportunity to verify his/her sick leave credits.

**21.07 Payment for Unused Sick Leave on Severance, Retirement or Death**

(F/T) An Employee having accrued sick leave to his/her credit shall, on severance or retirement, receive a salary grant in lieu thereof equal to fifty percent (50%) of such credit at the rate of pay effective immediately prior to severance, to a maximum of six (6) months pay. In the event of death, such salary grant shall be paid to the Estate or designated Beneficiary.

**21.08 Unpaid Sick Leave of Absence**

If an Employee requires an unpaid sick leave of absence in excess of ten (10) working days due to insufficient sick leave credit, or in the case of part-time Employees the absence of sick leave credits, the Employee must submit a request for leave to the Home Administrator within a period of ten (10) days following the incident which would cause the paid sick leave (if applicable) to expire, supported by a medical certificate stating the required duration of leave.

Such request will be granted for a period of up to three (3) months according to the period specified by the medical certificate. Subsequent requests must be submitted in advance of expiration of the previous leave granted and must also be supported by a medical certification stating the required duration of leave. The application must be filed with the Home Administrator for approval by the Personnel Committee.

During approved leaves of absence an Employee may continue benefit coverage to the extent permitted by the insuring company provided the Employee assumes and keeps current the premium costs of the benefits. The Employer shall notify the Employee of the premium costs but shall not continue the benefit coverage unless premiums are kept current by the Employee. If a request for an extension of unpaid sick leave of absence is rejected, the Union shall reserve the right to file a Policy Grievance under Article 10 - Grievance Procedure, sub-article 10.07.

At such time as a doctor's certificate is received by the office which indicates that a full-time Employee may have insufficient sick leave credits for the anticipated duration required, the Employer will notify the Employee of the sick leave credits remaining and the obligation of the Employee to request an unpaid leave of absence. The Employee shall also be advised of the terms under which life and health insurance benefits may be continued.

Failure by a full-time or part-time Employee to make application for leave may result in discipline except in circumstances where an individual is medically incapable of making application.

21.09 During the first year of an unpaid Sick Leave of Absence (F/T) the Employer agrees to continue

its portion of premium contribution toward the Extended Health Care Plan, Dental Plan and Life Insurance provided that the Employee keeps his/her premiums current and provided that the Employee applies for any available waiver of premium under any of the plans.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Absence for Union Representatives**

For the purpose of leave for any meeting, Employees must apply for and receive permission from Management prior to leaving their places of employment.

### **22.02 Leave of Absence for Union Functions**

a. Leave of Absence without pay will be granted upon request to Employees elected to represent the Local at Union functions. Such leaves shall not exceed a cumulative total of one hundred and ten (110) days per year. No more than three (3) Employees may leave at any one time. No more than two (2) Employees, where possible, will be given leave from one department at one time. Where possible, applications for such leave must be received by the Employer not less than one (1) week in advance of the date of commencement of the leave.

b. Leave of Absence with pay will be granted upon request to one (1) Employee elected to represent the Local Union at Union Functions. Such leave shall not exceed a total of five (5) days per year. Applications for such leave must be received by the Employer, where possible, not less than one (1) week in advance of the date of commencement of leave.

c. An Employee shall receive the pay and benefits provided for in this Agreement while on unpaid leave of absence for Union functions. However, the Union shall reimburse the Employer for all actual cost during the period of absence.

d. If an Employee requesting leave of absence without pay to represent the Local at a Union function is scheduled to work the 11:00 p.m. to 7:00 a.m. shift, two (2) consecutive shifts shall be granted provided:

- i) Two (2) weeks notice has been given; and
- ii) The duration of the meeting extends beyond 7:00 p.m.

### **22.03 Leave of Absence for Full/Part-time Union Duties**

An Employee who is selected for a full/part-time position with the Union shall be granted leave of absence without pay or welfare benefits but without loss of seniority for a period of up to one (1) year provided that if such leave of absence extends beyond one (1) month the Employer will maintain welfare benefits where there is an agreement from the Union to reimburse the Employer for premiums and provided further that a written request for such leave is made with as much notice as is reasonably practical.

### **22.04 Bereavement Leave**

a. An Employee shall be compensated for all regularly scheduled time lost in the event of the death of the Employee's wife, husband, father, mother, father-in-law, mother-in-law, sister, brother, son, daughter, son-in law, daughter-in-law, brother-in-law, sister-in-law, grandparents, common-law spouse, grandchildren or foster child.

A bereavement leave of absence shall be three (3) consecutive days and shall be taken in conjunction with the day of the funeral. Attendance at the funeral is not mandatory.

All of the above relationships are formed within the current marriage. An Employee in a common-law marriage will have co-habited with the common-law spouse for at least twelve (12) months.

When the burial occurs outside of Renfrew County, such leave may include reasonable travelling time at the discretion of management.

b. One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer. A request for leave under this section shall be given twenty-four (24) hours in advance of such leave, unless under extenuating circumstances such notice of time was not possible.

(P/T) c. Clauses 22.04 (a) and (b) apply to part-time Employees scheduled to work during the bereavement period.

(F/T) d. An Employee shall not be denied bereavement leave in the event that the death occurs while the Employee is on paid vacation. Such paid vacation shall be re-credited to the Employee.

## 22.05 **Pregnancy and Parental leave**

Pregnancy and Parental Leave shall be granted in accordance with the Employment Standards Act.

### a. **Pregnancy Leave**

i) Employees who are pregnant and who have been employed with the Employer for at least thirteen (13) weeks prior to the expected date of birth are entitled to pregnancy leave without pay and without loss of seniority or benefits. The pregnancy leave is for a consecutive seventeen (17) week period commencing on the date requested by the mother to commence leave, or the date of birth (whichever is first).

ii) Employees taking pregnancy leave must be provided at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) prior to the expected date of birth.

iii) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the Employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The Employee shall provide the Employer with a certificate from her physician stating the expected birth date of the child.

iv) The pregnancy leave of an Employee ends seventeen (17) weeks after the pregnancy leave began. If the Employee wishes to return to work earlier, the Employee shall provide the Employer with at least four (4) weeks' written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of birth, still birth or miscarriage.

### b. **Parental Leave**

i) If an Employee has been in the employ of the Employer for at least thirteen (13) weeks and is the parent of a child, he/she is entitled to take an unpaid parental leave without loss of seniority or benefits for up to eighteen (18) consecutive weeks following the birth of the child; or the coming of the child into custody, care and control of a parent for the first time. The term "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 intends to treat the child as his/her own.

ii) The Employee must give the Employer at least two (2) weeks' written notice of the date the leave is to begin. In the event that an Employee who is a parent stops working because the child comes into custody, care and control of a parent for the first time sooner than expected, the Employee must within two (2) weeks of stopping work, provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the Employee stopped working.

iii) Parental leave following pregnancy leave shall be in accordance with the Employment Standards Act. Employees who have taken a pregnancy leave and who desire to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into custody, care and control of a parent for the first time.

iv) Fathers who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.

v) Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.

vi) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the Employee gives the Employer at least four (4) weeks' written notice of that day.

**c. General Provisions Applicable to Pregnancy and Parental Leave**

i) An Employee who has given notice to begin pregnancy or parental leave may change the notice to begin leave upon giving the Employer at least two (2) weeks' written notice.

ii) An Employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks' written notice before the earlier date.

iii) Employees are entitled during pregnancy and parental leave to continue participation in the benefit plans which they participated in prior to taking the leave. The Employer shall continue to make the Employer's contribution unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee's contributions during the leave period, in which case such benefits would cease.

iv) Seniority continues to accrue during Pregnancy and Parental Leave.

v) Employees shall be reinstated following return from pregnancy or parental leave in the position that the Employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.

**22.06 Paid Jury, Witness Duty Leave, or Coroner's Inquest**

The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or witness in any court. The Employer shall pay such Employee the difference between his/her normal earnings and the payment he/she 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. The Employee must be subpoenaed to attend a Coroner's Inquest.

**22.07 General Leave**

The Employer may grant leave of absence without pay and benefits and without loss of seniority to any Employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Approval shall not be withheld by the Employer unreasonably.

- 22.08 An Employee who uses leave of absence for other than which it was intended, shall be subject to disciplinary action.

## **ARTICLE 23 - BENEFITS AND ALLOWANCES**

### **23.01 Pension Plans**

- (F/T) a. In addition to the Canada Pension Plan, every Employee shall join the Ontario Municipal Employee's Retirement System. The Employer and the Employee shall make contributions in accordance with the provisions of the Plan.
- (P/T) b. In addition to the Canada Pension Plan, every part-time Employee is being compensated in the wage rate for the other pension plan.
- (F/T) c. Where a full-time Employee transfers or exercises seniority rights to a part-time position, such O.M.E.R.S. contributions as the Employer may be required to continue to pay shall be deducted from the amount paid to the Employee in lieu of welfare benefits.

### **23.02 Semi-Private Hospital**

- (F/T) The Employer agrees to pay one hundred percent (100%) of the premium for semi-private hospital coverage.

### **23.03 Employer Contribution to Life Insurance**

- (F/T) The Employer agrees to pay one hundred percent (100%) of the premium for Group Life and Accidental Death and Dismemberment in the amount of \$35,000.00.

*Office and clerical Employees, see Schedule AB".*

### **23.04 Employer Contributions to Dental Plan**

- (F/T) The Employer shall contribute seventy-five percent (75%) to a plan equivalent to the Blue Cross Basic Dental Insurance Plan #9 for all full-time Employees and their dependents. The 1990 O.D.A. Fee Schedule shall apply.

*Office and Clerical Employees, see Schedule AB".*

### **23.05 Employer Contribution to Extended Health Care**

- (F/T) The Employer shall contribute seventy-five percent (75%) of the premiums for an Extended Health Care Plan equivalent to the Blue Cross Extended Health Care Plan (no deductible on prescribed drugs).

### **23.06 Allowance in Lieu of Benefits for Part-Time Employees**

- (P/T) In lieu of benefits, part-time Employees shall be paid an allowance of 14.0% over and above the regular full-time hourly rate as outlined in Schedule AA".

**23.07 Clothing Allowance**

(F/T) a. The Employer shall pay a Clothing Allowance of \$110.00 per year.

(P/T) b. The Employer shall pay a Clothing Allowance of \$65.00 per year.

c. On or before December 15th of each year, Employees will be paid the annual clothing allowance in accordance with Clause 23.07 or the pro rata amount for each full calendar month that an Employee was employed full-time and/or part-time in the calendar year.

*Office and Clerical Employees, see Schedule AB”.*

**ARTICLE 24 - WORKERS= COMPENSATION**

**24.01**

(F/T) a. If a full-time Employee is injured on the job and his/her supervisor excuses him/her from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.

(P/T) b. If a part-time Employee is injured on the job and his/her supervisor excuses him/her from further duty for the balance of the shift, the Employee's regular rate of pay shall continue for the balance of that shift.

**24.02**

a. The Employer shall advance to the Employee ninety percent (90%) of the Employee's net average earnings, until such time as Worker's Compensation benefits are processed, if the duration of an approved Worker's Compensation claim exceeds two (2) weeks. The Employee must file a separate request for each two (2) week period.

(P/T) b. The net average earnings for part-time Employees will be calculated based on earnings in the twelve (12) month period preceding the accident.

c. Although there will be no assignment of W.C.B. payments, the Claimant must immediately reimburse the Employer upon receipt of W.C.B. benefits for any advance of funds provided for in this clause. If a claim is disallowed by the W.C.B. the Employee(s) shall repay the Employer the full amount owed at a rate of no less than ten percent (10%) of each net pay. Should the employee voluntarily resign his/her employment the amount owed will be deducted from moneys owed to the Employee by the Employer upon termination, and any outstanding balance still owed by the Employee after that will be repaid within two (2) weeks.

d. This provision shall not apply in the event of lump sum or permanent disability awards.

**24.03** When an Employee is absent as a result of an occupational illness or accident for which (F/T) he/she is in receipt of Workers' Compensation, the Employee may utilize unused sick leave credits, if such are available, to make up the difference between Workers' Compensation and the Employee's basic pay provided that the Employee shall not receive more than he/she would have received had he/she been actively at work.

**24.04 W.C.B. Rehabilitation**

Where an Employee has been in receipt of Workers' Compensation, and the Employee's consulting doctor recommends a return to work with the assignment of light duties, the Employer shall make reasonable efforts to provide light duties as are recommended, at the current rate of pay of the classification held by the Employee prior to injury.

**24.05** A permanent Employee on Workers' Compensation shall continue to accumulate seniority (F/T) for a maximum period of twelve (12) months and shall retain his/her seniority thereafter, without

further accumulation.

24.06 Calculation of seniority for part-time Employees on W.C.B. shall be on the average of (P/T) time worked per week using the preceding six (6) months work record before the accident. An Employee shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain his/her seniority thereafter without further accumulation.

24.07 **Continuation of Benefits While on W.C.B.**

(F/T) The Employer will continue the Employer's portion of hospital, medical, dental and group life insurance premiums during any period of absence on Workers' Compensation to a maximum of two (2) years.

**ARTICLE 25 - GENERAL**

25.01 **Restrictions on Contracting Out**

The Employer will not contract out work which will result in an Employee in the Bargaining Unit being laid off or suffering a reduction in his/her hourly rate of pay or regularly scheduled hours.

*Office and Clerical Employees, see Schedule AB".*

25.02 **Proper Accommodation**

**Separate** accommodation shall be provided on the premises of Bonnechere Manor for Employees to have their meals and to store and change clothes.

25.03 **Bulletin Boards**

The Employer shall provide a bulletin board upon which the Union Executives or Secretary will have the right to post notices of meetings or other matters of interest to Employees. Management can require removal of anything considered objectionable.

25.04 **Plural or Feminine Terms May Apply**

Whenever 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 so requires.

25.05 **Meals for Day and Afternoon Shifts**

The Employer shall provide a meal for Employees at a cost of two dollars (\$2.00).

25.06 **Standard Time Change**

At the time of change from standard to daylight saving time or visa versa, the time change will take place at 2.00 a.m. Each shift will be paid for time spent at the Manor. The ninth (9) hour will be paid at time and one-half (1 2).

25.07 An Employee shall retire at the end of the month in which he/she reaches the age of sixty-five (65). With one (1) month's notice, an Employee may elect to work to the end of the month following the month in which he/she reached age 65. However, this extension will be on a

straight hourly rate without benefits.

25.08 A free meal is to be given to all staff working all shifts on New Year's Day and Christmas Day.

25.09 **Health and Safety Committee**

The Union and Employer recognize that the Occupational Health and Safety Act is binding upon both Parties and agree to recognize the requirements thereof. Accordingly, the Employer and the Union agree to a joint Health and Safety Committee in accordance with the Occupational Health Act of Ontario with three (3) representatives from Management and three (3) representatives from the Union.

25.10 **Safety and Health Records, Reports and Data**

The Employer shall provide the Health and Safety Committee with all W.C.B. incident reports and other related health and safety records in the possession of the Employer, excluding personal medical records and any other information protected by legislation.

25.11 **Job Description**

- a. The Employer shall provide the Union with copies of all existing job descriptions which detail the duties actually being performed by employees in each position classification. Each Employee will be given a copy of his/her job description. Any modification to any existing job description with the Union prior to implementation.
- b. In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rate shall be first determined and acted upon by the Employer for the purpose of assigning an Employee and proceeding with the task to be then performed. Thereafter, the Employer shall immediately notify the Union by registered mail of the action taken.

If no formal protest is lodged in writing to the employer by the Union within one (1) month of the date of such notice, the new or changed occupational classification shall be deemed to have become a modification of Schedule AA" of this Agreement. In the event a formal protest is made by the Union, the parties shall arrange for a meeting for the purpose of endeavouring to resolve any differences. If such differences between the parties are not resolved by this means within thirty (30) days, then the dispute may be submitted to arbitration in the same manner as a grievance.

25.12 **Pay Days**

The Employer shall pay salaries and wages every second Friday in accordance with Schedule AA" attached hereto and forming part of this Agreement. On each pay day each Employee shall be provided with an itemized statement of hourly rate wages, overtime and other supplementary pay and deductions.

25.13 **Definitions**

- a. **Day:** Reference in this Agreement to **days** shall mean calendar days.
- b. **Week:** Reference in this Agreement to **weeks** shall mean 7 consecutive calendar days.
- c. **Year:** Reference in this Agreement to **years** shall mean 365 consecutive calendar days.

d. **Month:** Reference in this Agreement to **months** shall mean calendar months.

**25.14 Adverse Report**

The Employer shall notify an Employee in writing of dissatisfaction concerning his/her work within two (2) calendar weeks of the event of the complaint, with a copy to the Union. This notice shall include particulars of the work performance which led to such dissatisfaction.

If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her record for use against him/her at any time. This Article shall be applicable to any complaint or accusation which may be detrimental to an Employee's advancement or standing with the Employer. The Employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her record. An adverse report shall remain on an Employee's file for a maximum of twelve (12) months.

**ARTICLE 26 - TERM OF AGREEMENT**

**26.01 Duration**

This Agreement shall be binding and remain in effect from January 1, 1995 to December 31, 1996 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to December 31, 1996 that it desires termination or amendments. Within fifteen (15) days from the giving of notice, or such longer period as the parties may agree upon the parties shall exchange proposals and commence negotiations.

**26.02 Changes in Agreement**

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

IN WITNESS WHEREOF, the parties here have executed this Agreement.

FOR THE Employer:

FOR THE UNION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## SCHEDULE AA" WAGES

### SCHEDULE AA" - FULL TIME WAGES

1% effective January 1, 1995 and 1% effective January 1, 1996 with retro subject to conditions of the Social Contract Act.

**Note:** Outstanding Remains - 1994 Interest Arbitration Award Richard Brown - OCHU/OHA Central Award.

#### Effective January 1, 1994

| Classification   | Starting Rate | 6 Months | 1 Year   |
|--|---------------|----------|----------|
| Dietary Aide,<br>Laundry Aide,<br>Housekeeping Aide,           | \$ 12.51      | \$ 12.60 | \$ 12.80 |
| Health Care Aide,  | 13.35         | 13.43    | 13.56    |
| Resident Attendant,<br>Barber,<br>Clothing Clerk               | 13.11         | 13.18    | 13.31    |
| Seamstress   | 13.16         | 13.24    | 13.41    |
| Cook   | 13.58         | 13.65    | 13.77    |
| R.P.N.   | 14.21         | 14.32    | 14.45    |
| Adjuvant   | 13.74         | 13.82    | 13.96    |
| Painter,<br>Maintenance Person,<br>Driver,<br>Shipper/Receiver | 13.37         | 13.45    | 13.57    |
| Maintenance Trades Person                                      | 14.40         | 14.48    | 14.60    |
| Lead Hand  | 13.42         | 13.50    | 13.62    |
| Handicraft Activity Aide                                       | 13.35         | 13.43    | 13.56    |
| Electrician  | 16.48         |          |          |

**Student Rate:** The student rate shall be equivalent to the full-time Employee rate.

### SCHEDULE AA" - PART TIME WAGES

1% effective January 1, 1995 and 1% effective January 1, 1996 with retro subject to conditions of the

Social Contract Act.

**Note:** Outstanding Remains - 1994 Interest Arbitration Award Richard Brown - OCHU/OHA Central Award.

**Effective January 1, 1994**  
(Includes 14% in Lieu of Benefits)

| <u>Classification</u>  | <u>Starting Rate</u> | <u>Months</u> | <u>1 Year</u> |
|--|----------------------|---------------|---------------|
| Dietary Aide,<br>Laundry Aide,<br>Housekeeping Aide            | \$ 14.26             | \$ 14.36      | \$ 14.59      |
| Health Care Aide   | 15.22                | 15.31         | 15.46         |
| Resident Attendant,<br>Barber,<br>Clothing Clerk               | 14.95                | 15.03         | 15.17         |
| Seamstress   | 15.00                | 15.09         | 15.29         |
| Cook   | 15.48                | 15.56         | 15.70         |
| R.P.N.   | 16.20                | 16.32         | 16.47         |
| Adjuvant   | 15.66                | 15.75         | 15.91         |
| Painter,<br>Maintenance Person,<br>Driver,<br>Shipper/Receiver | 15.24                | 15.33         | 15.47         |
| Maintenance Trades Person                                      | 16.42                | 16.51         | 16.64         |
| Lead Hand  | 15.30                | 15.39         | 15.53         |
| Handicraft Activity Aide                                       | 15.22                | 15.31         | 15.46         |
| Electrician  |                      |               | 18.79         |

**Student Rate:** The student rate shall be equivalent to the full-time Employee rate.



**SCHEDULE AA” - OFFICE AND CLERICAL EMPLOYEES= WAGES**

1% effective January 1, 1995 and 1% effective January 1, 1996 with retro subject to conditions of the Social Contract Act.

**NOTE:** Outstanding Remains - 1994 Interest Arbitration Award Richard Brown - OCHU/OHA Central Award.

**FULL-TIME EMPLOYEES**

**Effective January 1, 1993**

| <u>Classification</u>                      | <u>Starting Rate</u> | <u>1 Year</u> | <u>2 Years</u> | <u>3 Years</u> | <u>4 Years</u> |
|--|----------------------|---------------|----------------|----------------|----------------|
| Unit Clerk                                 | \$ 12.43             | \$ 12.91      | \$ 13.90       | \$ 13.90       | \$14.43        |
| Staffing Clerk,<br>Medical Record<br>Clerk | 14.26                | 14.79         | 15.33          | 15.90          | 16.49          |

**PART-TIME EMPLOYEES**

**Effective January 1, 1993**

(Includes 14% in Lieu of Benefits)

| <u>Classification</u>                      | <u>Starting Rate</u> | <u>After<br/>1820<br/>Hours</u> | <u>After<br/>3640<br/>Hours</u> | <u>After<br/>5460<br/>Hours</u> | <u>After<br/>7280<br/>Hours</u> |
|--|----------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| Unit Clerk                                 | \$14.17              | \$14.72                         | \$ 15.26                        | \$ 15.85                        | \$16.45                         |
| Staffing Clerk,<br>Medical Record<br>Clerk | 16.26                | 16.85                           | 17.48                           | 18.13                           | 18.80                           |

## **SCHEDULE AB”**

### Provisions Applicable to Office and Clerical Employees Only

**Effective February 24, 1994**

The Employer and the Union agree that the articles numbered as follows is the Collective Agreement to which this Schedule is attached should not apply to the Office and Clerical Employees and shall be replaced by:

- 13.01 b. Part-time Employees' seniority will be based on the number of hours worked.  
(P/T) Part-time Employees will have the equivalent of one year's seniority for each 1820 hours worked.
- 13.03 a. Newly hired Employees shall be on a probationary basis for a period of six (60)  
(F/T) months from the date of hiring. During the 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.
- 13.03 b. Part-time Employees shall be on a probationary basis for a period of 910 working  
(P/T) hours from the date of hiring. During the 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.
- 14.04 b. Whenever an Employee voluntarily transfers to another classification that has a wage  
range equivalent or lower than the wage rate they presently earn, he/she shall start at the starting rate of that classification.
- Management will review the performance of the Employee after four (4) calendar months (560 working hours for part-time) and if the Employee is qualified to perform the work in the new classification satisfactorily, Management will upgrade that person to the wage scale in the classification that was equal in time to the previous progression before transfer.
- 14.07 When a member of the Bargaining Unit is the successful applicant, he/she shall be notified within one (1) week following the end of the posting period. He/She shall be placed on trial for a period of four (4) calendar months (560 working hours for part-time).
- Conditional on satisfactory service, the Employee shall be declared regular full-time in the posted position after the period of four (4) months or regular part-time after 560 working hours for part-time.
- In the event the successful applicant proves unsatisfactory in the position during the trial period, or of the Employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and without loss of seniority.
- 16.01 a. The normal daily hours of work for full-time Employees shall be seven (7) hours (F/T) per day exclusive of an unpaid meal period not to exceed one (1) hour.
- b. The normal hours of work for part-time Employees shall not exceed forty-eight (48) hours per pay period.

- 16.04 Employees shall be entitled to one fifteen (15) minute paid rest period in each half of the normal seven (7) hours working day.
- 16.06 b. If called in to work after a shift has clearly begun, or if not given enough call-in time to report to work before the shift starts, the Employee shall be paid for the full-time worked plus one and one-half (1 2) hours but not an amount exceeding seven (7) hours of pay.
- 17.01 b. Authorized work performed beyond seven (7) hours per day or thirty-five (35) (P/T) hours per week shall be paid at the rate of time and one-half (1 2).
- 20.01 1. a. Effective May 4, 1994, the following schedule shall be used to calculate vacations:
- (F/T) i) During the first year of employment, full-time Employees will be credited with vacation at the rate of .83 days for each full calendar month worked up to December 31st.
- ii) Beginning January 1st of the vacation year during which the Employee will complete one (1) full year of employment he/she will be credited with fifteen (15) working days of vacation leave.
- iii) Beginning January 1st of the vacation year during which the Employee will complete eight (8) years of employment, he/she will be credited with twenty (20) working days of vacation leave.
- iv) Beginning January 1st of the vacation year during which the Employee will complete fifteen (15) years of employment, he/she will be credited with twenty-five (25) working days of vacation leave.
2. Effective May 4, 1994 vacation pay for part-time Employees shall be in accordance with the Employment Standards Act except that part-time (P/T) Employees, after one (1) year work (1840) hours will receive 6% vacation pay, after either eight (8) years work (14,720 hours) will receive 8% vacation pay, and after fifteen (15) years work (27, 600 hours) will receive 10% vacation pay.

## **ARTICLE 21 - SICK LEAVE**

- (F/T) Full-time Employees on staff as of October 22, 1993, will continue to have short term disability and long term disability coverage as outlined in Human Resources Policies F-1, F-2, F-3. New full-time Employees will be covered by Article 21 of the Collective Agreement to which this Schedule is attached.
- 23.03 Full-time Employees on staff as of the date of ratification of this Agreement will continue to be covered for one and one-half (1 2) times salary of both life insurance and accidental death and dismemberment insurance. New full-time Employees will be covered by Clause 23.03 of the Collective Agreement to which this Schedule is attached.
- 23.04 **Employer Contribution to Dental Plan**
- (F/T) The Employer shall contribute seventy-five percent (75%) to a plan equivalent to the blue Cross Basic Dental Insurance Plan #9 for all full-time Employees and their dependents. The ODA fee schedule for the previous year as amended from time shall apply.
- 23.07 The Employer agrees to provide a lab coat as required by the Employer.
- 25.01 The Employer will not contract out work which will result in an Employee in the Bargaining Unit being laid off or suffering a reduction in his/her hours of work.

## **LETTER OF UNDERSTANDING AA”**

### **Paid Holidays**

Full-time Employees will be allowed to take lieu days upon mutual agreement between the Employer and the Employee.

The employee shall provide the Employer with at least two (2) weeks advance notice of the requested day(s) off. The employer will respond to the request at least five (5) days prior to the requested day(s) off. No more than three (3) consecutive days may be requested.

All lieu days not taken, in excess of five (5), will be paid out in cash through payroll on or before December 31st of each year. Carry over to next calendar year shall not exceed five (5) days.

Three (3) short notice lieu days will be allowed each calendar year. Short notice is the same as established absenteeism call-in times prior to each shift.

## **LETTER OF UNDERSTANDING AB”**

### **Employee Personnel File**

An Employee shall have access to his/her personnel file subject to the following:

- included in access to documents are:

  - applications for employment (not reference records), letters of employment, training documentation, performance appraisal reports, letters of discipline.

- one (1) day's notice or such shorter period as can be accommodated by the personnel office and not more than once per year.

- the appointment shall be made for a time outside of the Employee's shift and shall be limited to fifteen (15) minutes duration.

- copies of above mentioned may be taken if not previously received by Employee.

## **LETTER OF UNDERSTANDING AC”**

### **Health Care Aide Certificate**

Current full-time Resident Attendants who are within ten (10) years of normal retirement (as of January 1, 1987) shall not be laid off as a result of non-possession of a Health Care Aide Certificate.

All Resident Attendants, whether within ten (10) years of retirement or not, are encouraged to pursue the health Care Aide training which will better enable them to meet the care needs of the residents .

This policy is of course subject to change in the event of changes to legislation regarding certification.

## **LETTER OF UNDERSTANDING AD”**

### **Scheduling**

The current practice of scheduling shall continue. Any changes to the current practice shall be discussed with the Union prior to change being implemented.

## **LETTER OF UNDERSTANDING AE”**

### **Labour/Management Committee**

#### **1. Function**

To discuss matters of mutual interest with the objective of improved labour/management relations.

#### **2. Committee**

The Committee shall consist of three (3) representatives of the Employer and three (3) representatives of the Union. The Union Committee shall consist of representatives from different departments of the Home, if possible.

#### **3. Chairperson**

The Home Administrator or his/her designate shall be the Chairperson.

#### **4. Meetings**

The Committee shall meet at six (6) week intervals if there is an approved agenda. Employees shall be paid the regular scheduled time lost for time spent in Committee meetings.

#### **5. Minutes**

Preparation and distribution of minutes shall be the responsibility of the Chairperson or his/her designate. Minutes shall be distributed within two (2) weeks, of the meeting.

**6. Jurisdiction**

The Committee shall not have jurisdiction over any other Committee nor shall it have any authority to amend any provision of the Collective Working Agreement.

**LETTER OF UNDERSTANDING AF”**

**Sexual Harassment**

The Employer agrees to develop, within the term of this contract, a policy concerning sexual harassment and to make all staff and management aware of its contents.

**LETTER OF UNDERSTANDING AG”**

**Social Contract Act**

The parties agree that the following improvement was awarded by Arbitrator Richard Brown in his decision of May 4, 1994, and is outstanding due to the **Social Contract Act, 1993:**

**23.04 Employer Contribution to Dental Plan**

The Employer shall contribute seventy-five percent (75%) to a plan equivalent to the Blue Cross Basic Dental Insurance Plan #9 for all full-time Employees and their dependents. The ODA fee schedule for the previous year as amended from time to time shall apply.

**LETTER OF UNDERSTANDING AH”**

**Christmas & New Year’s Day Requests**

- a. Where possible, the Employer and the Union will continue to recognize the Employer’s past practice of allowing Employees to be scheduled off, by Department, by Job Class on an annual alternating basis for Christmas Day and New Year’s Day. For this purpose the principle of seniority shall not apply.
- b. In the event of Employee transfers and departmental staffing changes, the Employer will endeavour to accommodate all Employees in the department based on the Employee’s previous year’s schedule. In the event of staffing conflict, seniority will be the governing factor in granting approvals.
- c. It is understood that Employees who volunteer to work either Christmas Day or New Year’s Day, may have first opportunity to do so provided there are no operational concerns of the Employer.

After the New Year’s and Christmas schedule has been established consistent with the above, the Employer will consider requests for vacation, “stats”, or other scheduling changes. These requests will not be granted if doing so would result in another Employee being forced to work a holiday that he/she worked the previous year, unless otherwise mutually agreed, or if the granting of such requests would cause operational concerns for the Employer.

**LETTER OF UNDERSTANDING AI”**

**Handicraft/Activity Aide**

- A. The two Employees currently employed as handicraft/activity aides will be grandfathered in the current classification. The rate of pay will be increased \$0.10 per hour as follows:

|           | <u>Starting Rate</u> | <u>6 Months</u> | <u>1 Year</u> |
|-----------|----------------------|-----------------|---------------|
| Full-time | \$ 13.28             | \$ 13.40        | \$ 13.52      |
| Part-time | 15.13                | 15.26           | 15.40         |

- B. The parties agree that the qualifications for future incumbents in the activity aide position will have successfully completed the program in Recreation Leadership. The rate of pay will be:

|           | <u>Starting Rate</u> | <u>6 Months</u> | <u>1 Year</u> |
|-----------|----------------------|-----------------|---------------|
| Full-time | \$13.35              | \$13.43         | \$13.56       |
| Part-time | 15.22                | 15.31           | 15.46         |

- C. In the event that incumbents in AA” above obtain the qualifications in AB” above they will be eligible for the wages outlined in AB”.