



**COLLECTIVE AGREEMENT**

BETWEEN

**SPRUCE LODGE HOME FOR THE AGED**

AND

**C. U. P. E. LOCAL 2166**

JANUARY 1, 2005 TO DECEMBER 31, 2007

**11426 (04)**

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COLLECTIVE AGREEMENT

MADE THIS DAY OF JANUARY 1, A.D. 2005.

between:

SPRUCE LODGE HOME FOR THE AGED

(hereinafter called the "Employer")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES,

AND IT'S LOCAL 2166

(hereinafter called the "Union")

OF THE SECOND PART

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this agreement is to provide orderly collective bargaining relations between the Employer and the Union, to secure a prompt and fair disposition of grievances, to promote harmonious relationships between the parties and ensure the efficient operation of the Home for the Aged.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible care for residents of the Home for the Aged.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole bargaining agent for all employees of the Employer at Stratford, save and except supervisors, persons above rank of supervisor, registered and graduate nurses, office and clerical staff, students employed during the school vacation period, and persons employed pursuant to arrangements with Canada Manpower.
- 2.02 It is understood and agreed that the Employer will employ no more than a maximum of five (5) persons under arrangements with Canada Manpower, and that such persons will not perform work normally performed by members of the bargaining unit.
- 2.03 Persons who do not come within the bargaining unit shall not normally perform the work of employees in the bargaining unit except in cases of emergency or for the purposes of instructing employees or in the case of residents performing odd jobs around the Home as therapy, so long as the performance of these odd jobs does not result in the lay-off of any employee or prevent the recall of any employee in the bargaining unit.
- 2.04 The employer will arrange for a union representative to meet with all newly hired employees at some point during their orientation period. The meeting may be up to fifteen (15) minutes in length. The Employer agrees to discuss with the union representative the timing and location of the meeting. Where there is more than one (1) employee attending, the union representative will be

informed in advance.

### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except as specifically and clearly abridged, delegated, granted or modified by this agreement, all the rights, powers and authority of management are retained by management and remain exclusively within the rights of management. Without limiting the generality of the foregoing, it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency;
  - b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline employees subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this agreement are violated in the exercise of these rights;
  - c) direct the working forces; plan, direct and control the operation of the Home for the Aged; introduce new and improved methods, facilities and equipment; determine the amount of supervision necessary; prepare work schedules; establish standards and quality of care; determine the extent to which the Home for the Aged will be operated;
  - d) make and enforce and alter from time to time rules and regulations to be observed by the employees and which shall not be inconsistent with the provisions of this agreement.

The Employer agrees that these functions will not be exercised in a manner inconsistent with the provisions of this agreement.

### ARTICLE 4 - STRIKE OR LOCKOUT

- 4.01 The Employer agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, picketing or other interference with the operation of the Home for the Aged.

### ARTICLE 5 - RELATIONSHIP

- 5.01 The Employer and the Union agree that there will be no intimidation, interference, discrimination, restriction or coercion exercised or practised upon or against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offence, marital status, same-sex partnership status, family status or disability, union membership or non membership in the union or union activity. RSO 1990, c.H.19, s 5(1); 1999, c. 6, s. 28(5); 2001, c.32, s.27(1).
- 5.02 The Employer shall deduct each pay, from each pay due to each employee covered under this agreement after completing his probationary period, a sum equal to the regular Union dues of a member. The Union shall notify the Employer in writing of the amount of such dues from time to time, The Employer will send to the Union National Office once each month, by the 20<sup>th</sup> day of each month, its cheque for the dues deducted under this clause, together with a list of the names of the employees from whom such deductions have been made. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

- 5.03 All present employees of the Employer who are members of the Union must maintain their membership as a condition of employment. All new employees must join the Union upon completion of the probationary period and maintain membership as a condition of employment. All employees shall, as a condition of employment, be required to authorize the Employer on a form provided for this purpose to deduct and remit to the Union, the Union dues referred to in Article 5.02.
- 5.04 All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the Administrator, and the President and Recording Secretary of the Union.

#### ARTICLE 6 - STEWARDS

- 6.01 The Employer will recognize a Chief Steward and stewards from each of the following areas of the Home for the Aged:
- a) two stewards from Nursing;
  - b) one steward from Dietary;
  - c) one steward from the Pool and one steward from the Outreach Department.
  - d) one steward from Housekeeping, Laundry, Maintenance and the balance of the employees.
- Stewards shall be appointed from among employees who have completed their probationary period, to assist employees in presenting their grievances to the Employer. The Union shall keep the Employer informed in writing of the names of the stewards and the effective dates of their appointments.
- 6.02 The Union acknowledges that stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their supervisor, which permission shall not unreasonably be withheld.
- 6.03 The Employer will recognize a grievance committee composed of the President of the Local Union, the Chief Steward, and the particular steward having carriage of the particular grievance concerned. The function of the grievance committee shall be to process grievances after Step 1 of the grievance procedure.
- 6.04 The Employer will recognize a Union negotiation committee of not more than three (3) employees for the purpose of bargaining for the renewal of this agreement in accordance with Article 21.01. Employee members of such committee shall suffer no loss of pay at any meetings with the Employer. It is understood and agreed that not more than two (2) members of such committee shall be from the same department. The Union shall inform the Employer in writing of the names of the members of such committee and changes therein from time to time prior to any meeting with the Employer.

The Employer agrees to pay members of the Negotiating Committee for straight time wages lost from scheduled working hours spent in direct negotiations with the Employer for a renewal agreement up to and including conciliation, but not thereafter.

6.05 Labour-Management Committee

Labour-management meetings will be held quarterly, or more regularly as the parties agree is necessary. Each party will switch on a rotating basis the responsibility for providing an agenda (at least one (1) week in advance of the meeting) and minutes (no later than one (1) week after the meeting). The Union may elect, or otherwise select up to three (3) bargaining unit members as its Labour-Management Committee, and will supply to the Employer the names of those so selected. Should the Union require additional representatives it will be mutually agreed and arranged in advance of the meeting. Either party may have the assistance of an outside representative at these meetings. The party bringing an outside representative will inform the other of its intent to do so with as much advance notice as possible.

Members will be paid for attendance at Labour-Management meeting at their regular straight time hourly rate of pay.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he or she has given his or her supervisor an opportunity to adjust the complaint. If an employee has a complaint, he or she shall discuss it with his or her supervisor within five (5) working days after the circumstances giving rise to the complaint have originated or occurred and, failing settlement, it may then be taken up as a grievance within ten (10) working days following advice of the supervisor's decision in the following manner and sequence: The grievance shall state the nature of the grievance and the remedy sought:

Step No. 1:

The employee, with the assistance of his or her steward, may submit a written grievance, signed by the employee and by a steward, to his or her Manager or designate. The grievance shall state the nature of the grievance and the remedy sought. The Manager or designate will deliver his or her decision in writing within three (3) working days following the date on which the grievance was presented. Failing settlement, the grievance will proceed to Step No. 2.

Where the employee's Supervisor is the Administrator, Step No. 1 will be omitted. In such instances, the employee, assisted by the grievance committee, may submit the written grievance to the Business Manager at Step No. 2.

Step No. 2:

Within seven (7) working days following the decision under Step No. 1 the employee, assisted by the grievance committee, may submit the written grievance to the Business Manager or designate. The Business Manager or designate will deliver his or her decision in writing within three (3) working days from the date on which the written grievance was presented to him or her. Failing settlement, then:

Step No. 3:

Within seven (7) working days following the decision under Step No. 2, the Union may submit the written grievance to the Administrator or designate, at which time the matter will be reviewed and a decision in writing will be given within seven (7) working days from the date on which the written grievance was

lodged with him or her. The Union or the Employer may request a meeting with the other to discuss a grievance at Step No. 3 at a time and place mutually agreeable. A representative of the Union and the grievance committee may be present at such meeting.



- 7.02** A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the agreement (which would not normally be grieved by an individual employee), or a grievance involving a group of employees shall be originated under Step No. 3. Failing settlement under Step No. 3 within fifteen (15) working days, it may be submitted to arbitration in accordance with Article 8. Any grievance by the Employer or Union as provided in this paragraph 7.02 shall be commenced within ten (10) working days of the circumstances giving rise to the complaint.
- 7.03** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application or alleged violation of this agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as set forth in Article 8. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 3 is given, it shall be deemed to have been settled and not eligible for arbitration.
- 7.04** All agreements reached under the Grievance Procedure between the representatives of the Employer and representatives of the Union will be final and binding upon the Employer and the Union and the employees.
- 7.05** Where no answer is given within the time limits specified in the Grievance Procedure, the employee concerned and the Union and the Employer shall be entitled to submit the grievance to the next step of the Grievance Procedure. Any grievance not processed within the time limits specified in the Grievance Procedure or in accordance with this Article 7 shall be deemed to have been settled and ineligible for arbitration.
- 7.06** Grievances about layoff start with a written grievance lodged at Step 3.

## ARTICLE 8 - ARBITRATION

- 8.01** If the employer or the Union requests that a grievance as above provided be submitted to arbitration, it shall make such request in writing addressed to the other party to this agreement and, at the same time, nominate a nominee. Within five (5) working days thereafter, the second party shall nominate a nominee and notify the first party. The two (2) nominees so nominated shall, within five (5) working days of the nomination of the latter of them, attempt to select by agreement a third person to be a member and chairman of the arbitration board. If they are unable to agree on such a chairman, they may then request the Minister of Labour for the Province of Ontario to appoint a chairman. In the event of default by either party in nominating its representative to the arbitration board, the other party may apply to the Minister who shall have power to effect such appointment.
- 8.02** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.03** The arbitration board shall not have jurisdiction to amend, modify, ignore or add to any of the provisions of this agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this agreement.

8.04 No matter may be submitted to arbitration which has not been properly carried through the Grievance Procedure, except that the parties may agree in writing to extend the time limits fixed in both the Grievance and Arbitration Procedures.

- 8.05 The decision of the majority of the arbitration board will be final and binding upon the parties hereto and the employees and, if there is no majority, the decision of the chairman will govern.
- 8.06 Each of the parties hereto will bear the expenses of the nominee appointed by it, and the parties will jointly bear the fees and expenses of the chairman of the arbitration board.
- 8.07 Notwithstanding the above, the parties may, by mutual agreement, substitute a single arbitrator for a three (3) person board of arbitration.

#### ARTICLE 9 - DISCHARGE, DISCIPLINE, AND SUSPENSION GRIEVANCES

- 9.01 A claim by an employee who has completed his or her probationary period that he or she has been unjustly suspended, and/or discharged shall be treated as a grievance if a written statement of such grievance is lodged at Step No. 3 of the Grievance Procedure within seven (7) working days after the employee ceases to work for the Employer, and the first two (2) steps of the Grievance Procedure will be omitted in any such cases. Whenever the employer requests a meeting between itself and an employee(s) regarding discipline and work performance, the employee(s) has the right to request representation by the Union at this meeting.

Where the meeting is disciplinary in nature, the employee will be informed of this right in advance, and the Union will be advised such meeting is going to occur.

- 9.02 Such special grievance may be settled under the Grievance and Arbitration Procedures by:
- (a) confirming the Employer's action in dismissing the employee; or,
  - (b) reinstating the employee with full compensation and seniority for the time lost; or,
  - (c) by any other arrangement which is just in the opinion of the parties or the arbitration board, if appointed.
- 9.03 Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the employee's Supervisor or the Business Manager. An employee has the right to request copies of any evaluations in his/her file. The request must be in writing.
- 9.04 Any letter of reprimand, suspension, or other sanction, other than that which is rendered for resident abuse, will be removed from the record of any employee eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

In instances where disciplinary sanctions are imposed for resident abuse the following will occur:

- (a) The employee shall have an opportunity to submit a "statement of events" which will be attached to the disciplinary record.
- (b) At eighteen (18) month intervals, and providing that the employee's record has been discipline free for such eighteen (18) month intervals, the Employer, the Union and the employee will meet to review the disciplinary record. The Employer will consider the removal of the disciplinary sanction. Such consideration will not be conducted in an

arbitrary manner.

## ARTICLE 10 - SENIORITY

10.01 An employee will be considered on probation and will not be subject to the seniority provisions of this agreement, nor shall his or her name be placed on the seniority list until after he or she has completed 45 days worked with the Employer. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date he or she was last hired by the Employer. The dismissal of a probationary employee shall not be the subject of a grievance.

10.02 The Employer will post a seniority list twice each year showing the seniority standing of each employee as at March 15th and September 15th in each year. The Employer will forward a copy of such list to the Secretary of the Union at the time of posting.

A separate seniority list shall be kept for the regular part-time employees from that kept for the regular full-time employees.

10.03 A person shall lose all seniority and shall be conclusively deemed to have terminated employment with the Employer if he or she:

- (a) voluntarily quits the employ of the Employer; or,
- (b) is discharged and such discharge is not reversed through the Grievance Procedure; or,
- (c) fails to report for work within three (3) working days after being notified by the Employer to report for work following a lay-off, unless a reason satisfactory to the Employer is given; or,
- (d) is absent for three (3) consecutive working days unless a reason satisfactory to the Employer is given; or,
- (e) is absent due to lay-off of more than twenty-four months; or,
- (f) fails to return to work upon the termination of an authorized leave of absence unless a reason satisfactory to the Employer is given or utilizes a leave of absence for the purposes other than those for which the leave of absence was granted, unless a reason satisfactory to the Employer is given; or,
- (g) is absent from work due to sickness or accident for more than six (6) months in the case of employees with less than one year seniority, and one year in the case of those with more than one year seniority, and thirty months in the case of a person on a Workplace Safety and Insurance Board claim.

10.04 Notice of Layoff:

.01 In the event of a proposed layoff of a permanent or long-term nature of more than thirteen (13) calendar weeks, the Employer will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if his/her service is greater than 9 years - 9 weeks notice
- if his/her service is greater than 10 years - 10 weeks notice
- if his/her service is greater than 11 years - 11 weeks notice
- if his/her service is greater than 12 years - 12 weeks notice

Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

Layoff Process

.02 Layoff Procedure:

- a) In the event of layoff, the Employer will layoff employees within the affected classification(s) in the reverse order of their seniority as hereinafter provided, provided that there remain on the job employees who have the ability and qualifications to perform the work.
- b) A full-time employee who is subject to layoff shall have the right to either:
  - i) accept the layoff; or
  - ii) displace a full-time employee who has lesser bargaining unit seniority in the same classification or in a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the same, lower or identical paying classification without training other than orientation. [Such employee so displaced shall be laid off and shall be given the rights as set out in .02 b)]; or
  - iii) displace a regular part-time employee who has lesser bargaining unit seniority and who is in the same classification or in a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the same, lower or identical paying classification without training other than orientation [Such employee so displaced shall be laid off and shall be given the rights as set out in .02 c) below]; or
  - iv) In the event that there are no employees with lesser seniority in the same or a lower or identical paying classification, as defined in this article, a laid off full-time employee shall have the right to displace another employee with lesser seniority who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the employee is within 3% of the laid off employee's straight time hourly rate of pay provided that she/he is qualified for and can perform the work without training other than orientation.  
**[NOTE: In this Article, an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.]**
- v) The decision of the full-time employee to choose .02 b) i) or ii) or iii) or, if applicable, to choose .02 b) i) or iv), shall be given in writing to the Administrator within four (4) calendar days following the notification of layoff, and where the employee elects to displace another employee, the employee will also advise the Employer in writing as to the position claimed within the same four (4) calendar day period. Employees failing to so notify the Administrator of their election will be deemed to have accepted the layoff,
- c) A regular part-time employee who is subject to layoff shall have the right to either:
  - i) accept the layoff; or
  - ii) displace a regular part-time employee who has lesser bargaining unit seniority and who is in the same classification or in a lower or an identical paying classification in the bargaining unit if the employee originally subject to layoff is qualified for and can perform the duties of the same, lower or identical paying

classification without training other than orientation [Such employee so displaced shall be laid off and shall be given the rights as set out in .02 c); or

- iii) In the event that there are no part-time employees with lesser seniority in the same or a lower or identical paying classification, as defined in this article, a laid off regular part-time employee shall have the right to displace another regular part-time employee with lesser seniority who is the least senior regular part-time employee in a classification where the straight time hourly rate at the level of service corresponding to that of the employee is within 3% of the laid off employee's straight time hourly rate of pay provided that she/he is qualified for and can perform the work without training other than orientation.

[NOTE: In this Article, an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.]

- iv) The decision of the regular part-time employee to choose .02 c) i) or ii) above or, if applicable, to choose .02 c) i) or iii), shall be given in writing to the Administrator within four (4) calendar days following the notification of layoff, and where the employee elects to displace another employee, the employee will also advise the Employer in writing as to the position claimed within the same four (4) calendar day period. Employees failing to so notify the Administrator of their election will be deemed to have accepted the layoff.

### .03 Recall Rights

- a) An employee shall have opportunity of recall from a layoff to an available opening provided she has the ability and qualifications to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.  
  
In determining the ability and qualifications of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to her former classification if a vacancy should arise within the said classification within six (6) months of being recalled.
- c) No new employees shall be hired until all those laid off who have the qualifications and ability to perform the work have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision.
- d) It is the sole responsibility of the employee who has been laid off to report to work within three (3) days after being notified to do so by the Employer by registered mail (which notification shall be deemed to have been received on the second date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.
- e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed thirty (30) days of work, provided that they are qualified and are able to perform the work.

.04 Benefits on Layoff

In the event of a layoff, provided that the employee deposits with the Employer her share of the premiums, if any, for the succeeding months (except for Weekly Indemnity which is not available to an employee during layoff), the Employer will pay its share of the insured benefits premiums for full-time employees for the insured health plans in which the employee was enrolled for a period up to three (3) months from the date of layoff or until the laid off employee is employed elsewhere, whichever occurs first.

10.05 Effect of Absence

Whenever they are used in the Collective Agreement, the terms seniority and service shall be defined as in 10.01 subject to the following conditions:

- a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous calendar days or during any approved absence paid by the Employer, seniority and service will accrue.
- b) During an approved absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation progression, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence. Notwithstanding this provision, credit for service for pregnancy and parental leave shall be as in accordance with the Employment Standards Act.
- c) It is further understood that during such approved leave not paid by the Employer as provided for in b) above, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

Notwithstanding this provision seniority shall accrue for a period of thirty (30) months if an employee's absence is due to a disability resulting in W.S.I.B. benefits. Credit for seniority for pregnancy and parental leave shall be as accordance with the Employment Standards Act.

d) Benefits/Workers' Compensation Board, Paid Leave

The Employer shall continue to pay its share of premiums for benefit plans for full-time employees who are on an approved leave of absence paid **by** the Employer or on Workers' Compensation leave if the employee continues her contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while an employee is on Workers' Compensation leave, shall continue for a maximum duration of up to thirty (30) months following the date of the injury.

[NOTE: It is agreed that this Article shall be interpreted consistent with the Ontario Human Rights Code]



## ARTICLE 11 - JOB POSTING

- 11.01 The Employer shall post all job vacancies within one (1) month of the vacancy for a period of five (5) days (exclusive of Saturdays, Sundays and holidays) before any such job is permanently filled, unless the employer advises the Union in writing that it does not intend to fill the vacancy. The Employer agrees not to hire a person from outside the bargaining unit to fill a posted vacancy until applications from employees have been considered.

Employees will be limited to a maximum of two (2) changes through the job posting process each calendar year unless the limit would prevent an employee from changing his/her status (full-time to part-time or vice versa).

In matters of filling Job Postings, the senior applicant with the necessary skill, ability, efficiency and physical capacity to perform the work will be the successful candidate.

- 11.02 No employee shall be transferred to a position outside of bargaining unit without his or her consent. If the employee is later transferred back into a position in the bargaining unit within one (1) year after being transferred out of the bargaining unit, such employee shall be credited with the seniority which he or she had accumulated as at the date the employee previously ceased to be a member of the bargaining unit.

- 11.03 a) An employee who applies for a posted job which results in a transfer or promotion from one job to another shall be subject to a trial period of thirty (30) days worked. Upon successful completion of the trial period, the employee shall be confirmed in the appointed position. Should the employee be unsuccessful in completing the trial period satisfactorily or should he/she be unable or unwilling to continue in the position, he/she shall be returned to his/her previous position at the wage level he/she had immediately prior to appointment without loss of seniority.

Employees who have been transferred by reason of such appointment shall be returned to their former position and any employee who has been hired from outside may be laid **OFF**.

An employee who wishes to apply for a posted job must fill out a letter of intent form and submit it to the Nursing Administrative Assistant, where it will be date stamped and a receipt returned.

The employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure provided herein has been complied with and arrangements have been made to permit the successful applicant selected to fill the vacancy to be assigned to the job. The employer will use their best efforts to ensure that the successful applicant is placed as quickly as possible.

- 11.04 Temporary vacancies which are expected to exceed three (3) calendar months will be posted and filled in accordance with the provisions of this article.

## ARTICLE 12 - LEAVE OF ABSENCE

12.01 Leaves of absence for legitimate personal reasons may be granted by the Employer upon written request.

12.02 Jury and Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law, or coroner's inquest in connection with a case arising from the employee's duties at Spruce Lodge, the employee shall not lose regular pay because of such attendance, provided that the employee:

- a) notifies the Employer immediately of the employee's notification that he/she will be required to attend court;
- b) presents proof of service requiring the employee's attendance; and
- c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

12.03 .01 Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

.02 Pregnancy Leave

- a) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer, if requested, with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- c) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 12.03.10, Parental Leave.

.03 An employee who does not apply for leave of absence under Article 12.03.02 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 12.03.02 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

.04 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.

- .05 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to her former job.
- .06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 12.03.05.
- .07 Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- .08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- .09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 12.03.10 of this agreement, The employee shall give the Employer at leave two (2) weeks' notice, in writing, that she intends to take parental leave.
- .10 Parental Leave
- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
  - b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
  - c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
  - d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin,  
  
Parental leave ends as provided for in c) above or on an earlier day if the employee gives the employer at least four (4) weeks written notice of that day.
  - e) For the purposes of parental leave under 12.03.10, Parental Leave, the provisions under 12.03.01, .04, .05, .06, .07, .08, and .09 shall also apply.

- 12.04 a) Upon request by the Union to the Employer, an employee selected by the Union shall be allowed leave of absence for the purpose of attending Ontario or Canadian conventions of the Union. The total leave granted under this clause shall not exceed five (5) working days during each period of one (1) calendar year. The designated employee will receive full pay and benefits, and will suffer no loss of seniority for leave of absence within the limits of this clause.
- b) In addition to the paid Union leave provided for in 12.04 a) above, an aggregate total of twenty-five (25) unpaid days per calendar year will be granted for employees to attend Union conventions or seminars, subject to the following conditions:
- i) No more than one employee within a classification can be absent on such leave at the same time, unless mutually agreed otherwise;
  - ii) the Union must provide at least fourteen (14) calendar days advance written notice to the Employer of the request for leave;
  - iii) the leave does not interfere with the efficient operation of the Home.
- c) The parties agree that unpaid union days will be invoiced at regular straight time wages plus twenty (20) percent for all employment related benefits/taxes. The employer will invoice the union, and the union will reimburse the employer.

#### ARTICLE 13 - BEREAVEMENT

- 13.01 (a) In the event of the death of an employee's spouse, common-law spouse, child or step-child, an employee will be granted leave up to a maximum of five (5) days' without loss of pay for scheduled days missed, ending with the day following the day of the funeral.
- (b) In the event of the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, or sister-in-law, legal guardian, grandparent, grandchildren, step-brother, step-sister, son-in-law or daughter-in-law, the employee will be granted leave up to a maximum of four (4) days without loss of pay for regularly scheduled days missed, ending with the day following the day of the funeral.
- (c) It is agreed that pay for such days absence is limited to the days actually missed from work as per the employee's scheduled working days.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of his or her aunt, uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payments for holiday pay.
- (f) Where an employee is on vacation and suffers bereavement, he/she shall be entitled to replace the vacation days missed arising from the bereavement with bereavement days to which he/she would otherwise have been entitled according to (a), (b), or (d) above, and the vacation days so replaced shall be rescheduled at a later date.

(g) Where it is necessary because of distance, the employee may be provided up to four (4) additional days unpaid leave.

(h) An employee can apply to use a paid bereavement day to which he/she would otherwise be entitled in accordance with this clause for use at a later date to attend an internment or equivalent service.

#### ARTICLE 14 - SHIFT SCHEDULES AND OVERTIME

14.01 (a) The regular daily hours of work shall be eight (8) hours per day with thirty (30) minute paid meal period.

(b) One paid meal per full eight (8) hour shift will be offered to each member of the bargaining unit.

14.02 The Work Schedule (hereinafter called "the Posted Work Schedule") shall be posted at least two (2) weeks in advance of their taking effect. The Employer shall endeavour to keep any changes in such schedule to minimum, and shall in any case, in the case of a regular full-time employee, give at least 48 hours notice of any changes.

14.03 Authorized work performed by employees in excess of eight (8) hours per day shall be paid for at the rate of time and one-half the employee's regular rate of pay.

Employees who work authorized overtime will not be required to take time off in regular hours to make up for the overtime worked.

Time off in lieu may be taken on a mutually agreed upon basis between the employee and the Home; such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Home shall revert to payment of premium rate if time off is not taken within sixty (60) calendar days.

The Employer agrees that it will only make overtime mandatory in emergencies where compulsory overtime is necessary for resident care.

14.04 No regular full-time employee shall be required to work a split shift.

14.05 Employees shall be entitled to a paid rest period of fifteen (15) minutes for each four (4) hours of work at a time to be specified by the Employer and at a time convenient to the supervisor.

14.06 Except with the consent of the employee concerned, the Employer shall schedule the work for regular full-time employees so that they shall receive every second weekend free. The Employer shall schedule the work for regular part-time employees on the Master Schedule such that they shall receive every second weekend free. It is understood that where an extra shift(s) becomes available on a weekend and a regular part-time employee is either scheduled to work the weekend pursuant to Article 14.11 or is offered the shift through the call-in process and accepts the shift (whether such weekend shift(s) is scheduled on the Posted Work Schedule or becomes available after the posting of the Posted Work Schedule) such that the employee works consecutive weekends, there shall not be a violation of the

Employer's obligation. It is further understood that the working of the extra shift(s) by the regular part-time employee is subject to the provisions of 21.01.

- 14.07 Failure to provide at least twelve (12) hours rest between shifts which are being changed shall result in payment of overtime at the rate of time and one-half for any hours worked during such rest period.
- 14.08 Provided that the majority of hours are worked between the hours of 3:00 p.m. and 7:00 a.m., the employee shall receive a shift premium of .52 cents per hour retroactive to January 1, 2006.
- 14.09 Where a regular full-time or part-time employee is called back to work after leaving the premises and having completed his regular shift, and prior to the commencement of his next regular shift, he shall receive a minimum of three (3) hours of work or three (3) hours pay at the rate of time and one-half his regular hourly earning. Where call-in is immediately prior to the commencement of his regular shift, the call-in pay will only apply to the point of commencement of a regular shift at the rate of time and one-half after which the rate of pay shall revert back to that of the regular shift.

It is expressly understood that this call-back premium does not apply to call-in shifts or to extra shifts offered to part-time employees in accordance with Article 14.10 or otherwise.

- 14.10 a) Where an extra shift becomes available after the posting of the Posted Work Schedule, the Employer shall offer the shift to the regular part-time employees within the classification for which the shift has become available in order of seniority on a rotating basis, such that the shift is offered commencing with the regular part-time employee within the classification who has the next greatest seniority to that of the regular part-time employee who had been offered and accepted the immediately preceding available shift, provided that:

- i) The shift does not constitute an overtime shift for the regular part-time employee to whom it is offered;
- ii) The shift does not attract any other form of premium pay for the regular part-time employee to whom it is offered, other than shift premium;
- iii) Working of the shift by the regular part-time employee to whom it is offered will not result in the violation of any scheduling provision of the collective agreement;

Where any one of the conditions in i) to iii) above would arise if the shift is offered to a regular part-time employee, the shift will not be offered to such employee.

It is understood that where a regular part-time employee works an extra shift that has become available and has been offered in accordance with this provision, the terms of Article 21.01 shall apply.

- b) For the purposes of Article 14.10, the classifications are:

- Resident Assistant
- Support Worker
- Maintenance
- Dietary Aide
- Housekeeping/Laundry Aide

Lifeguard/Instructor  
RPN  
Cook  
Students

- c) Where an available shift has been offered in accordance with 14.10 a), and the Employer has been unable to fill the shift, then the Employer may offer the shift to casual employees.
- d) Where the employer assigns, in writing, an employee to temporarily substitute in an occupational classification having a higher rate of pay for at least one (1) full shift, he shall receive the higher rate of pay for all time worked.



- 14.11 .01 For the purpose of this Article "additional available replacement shifts" are shifts that are over and above a regular part-time employee's regularly scheduled shifts and include shifts that become available due to other employee's absences, vacation, sick leave, lieu days, special requested days off, or shifts that are available pending the filling of temporary or permanent vacancies. The Employer shall follow the following process in the filling of additional available replacement shifts:
- a) The Employer shall schedule on the Posted Schedule, those regular part-time employees who are on the " Additional Replacement Shift Availability List" and within the classification for which the shift becomes available to work the additional replacement shifts.  
  
The Employer shall endeavour to schedule the said regular part-time employees to work the additional available replacement shifts on an as equitable basis as is possible given such factors as: the number of additional replacement shifts that are available, the regular part-time employee's availability during the Posted Work Schedule, conflicts between the regular part-time employee's regularly scheduled shifts and the additional replacement shifts that are available; avoidance of overtime or premium payment. However, it is understood and agreed that the Employer will not schedule a regular part-time employee to work an additional available replacement shift where:
    - i) The shift would constitute an overtime shift for the regular part-time employee;
    - ii) The shift would attract premium pay, other than shift premium, if worked by the regular part-time employee;
    - iii) The shift would result in the violation of any scheduling provision of this agreement if worked by the regular part-time employee.
  - b) The Employer will provide, every six months on or about September 15<sup>th</sup> and March 15<sup>th</sup> of each year, all regular part-time employees with an election form upon which the employee will indicate whether the employee wishes to be scheduled for additional available replacement shifts. Those employees who indicate a desire to be so scheduled will be placed on the " Additional Replacement Shift Availability List" for the applicable six-month period. New hires will be given the form both at the time of hire and subsequently on the same dates as the other regular part-time employees.
  - c) It is understood that where a regular part-time employee is scheduled and works an additional available replacement shift in accordance with Article 14.11, the terms of Article 21.01 shall apply.
  - d) Where the Employer is unable to fill the additional replacement shift as provided for in this Article 14.11, the Employer will schedule a casual employee to fill the shift.
- 14.12 Where an employee is working additional shifts at another facility because he/she is unable to work at Spruce Lodge during an outbreak, such employee will be given a period of up to forty-eight (48) hours after receipt of notice that the outbreak is over to be available for work at Spruce Lodge.

## ARTICLE 15 - PAID HOLIDAYS

15.01 For the purpose of this agreement, the following shall be recognized as holidays:

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

To be credited with the Floating Holiday, the Employee must have been hired prior to October 1st of that year.

\*To be taken at a time convenient to both parties within the contract year, and subject to the right of the Employer to schedule another holiday for the employee if all employees wishing the same holiday cannot be accommodated.

The intent is that there shall be no more than twelve (12) paid holidays during the term of this Agreement. If another Federal, Provincial, or municipal holiday should be proclaimed during the term of the collective agreement, such additional holiday would replace one (1) of the designated holidays in the collective agreement.

15.02 Subject to the provisions of this Article, an employee shall receive holiday pay for each of the holidays listed in Article 15.01, as if he or she had worked a regular shift at his or her regular straight-time, hourly rate.

15.03 In order to qualify for holiday pay, an employee must have a minimum of one month's service and have worked his or her last full regularly required shift immediately preceding and his or her first regularly scheduled required shift immediately succeeding the holiday. In the event that an employee cannot work his or her regularly required shift immediately preceding and/or succeeding such holiday by reason of illness (as authenticated by medical certificate if required by the Employer) or absence on bereavement leave, the employee shall qualify for holiday pay.

15.04 If any of the foregoing holidays occur on an employee's regular day off, the employee will receive an additional day off with pay, or payment for the holiday in lieu thereof by mutual agreement between the Employer and the employee.

15.05 An employee required to work on any of the foregoing holidays shall be paid time and one-half his or her straight-time hourly rate for time worked on such holiday in addition to any holiday pay to which he or she may be entitled or, by mutual agreement between the Employer and the Employee, the Employee may be paid at the rate of time and one-half for the time worked up to a maximum of eight (8) hours, and double time thereafter and receive a day off with pay in lieu thereof to be taken on a date that is mutually agreeable to the employee and employer. Failure to report to work assigned on such holiday shall disqualify an employee for holiday pay.

15.06 Except with the consent of the employee, an employee shall be entitled to either Christmas Day or New Year's Day as a day off, and shall not be required to work on such day.

15.07 It is agreed that holiday pay forms part of "total earnings" for purposes of vacation pay. The vacation pay that is payable on the holiday pay will be accrued and paid out at the

same time as the employee's remaining vacation pay.

#### ARTICLE 16 - VACATIONS

- 16.01 Employees who have less than one (1) year's continuous service at June 30th in any year shall receive vacation pay equivalent to four per cent (4%) of their earnings during the period of the employ.
- 16.02 Employees who have completed one (1) year's continuous service, but less than three (3) years' continuous service by June 30th of any year shall receive a vacation of two weeks and shall be paid four per cent (4%) of total earnings for that year.
- 16.03 Employees who have completed three (3) years' continuous service, but less than eight (8) years' continuous service by June 30th of any year shall receive a vacation of three (3) weeks and shall be paid six per cent (6%) of total earnings for that year.
- 16.04 Employees who have completed eight (8) years' continuous service but less than fifteen (15) years by June 30th of any year shall receive a vacation of four (4) weeks and shall be paid eight per cent (8%) of total earnings for that year.
- 16.05 Employees who have completed fifteen (15) years' continuous service by June 30th of any year shall receive a vacation of five (5) weeks and shall be paid ten per cent (10%) of total earnings for that year.
- 16.06 Employees who have completed twenty-three (23) years' continuous service by June 30th of any year shall receive a vacation of six (6) weeks and shall be paid twelve per cent (12%) of total earnings for that year.
- 16.07 a) For the purpose of vacation, seniority will be the governing factor for vacation requests submitted prior to February 28th of the current year. The vacation schedule will be posted by May 15th.
- b) Vacations must be taken in the year they are earned unless the employee obtains the consent of the Employer in writing,

#### ARTICLE 17 - SICK LEAVE

- 17.01 a) Employees shall earn sick leave based on their hours of work per month. Full-time employees who are paid 40 hours shall be credited with 12 hours sick leave per month (which shall not include a period of suspension or leave of absence without pay). Payout will be for hours scheduled on sick day.
- b) Part-time – reference letter of understanding.
- 17.02 In order to qualify for sick leave pay, an employee must notify his or her supervisor as soon as possible and at least one (1) hour prior to the beginning of the employee's shift. The Employer reserves the right to require proof of illness by medical certificate for any sick absence before sick leave is granted. If the Employer requires the employee to produce a medical certificate for any sick leave absence, excluding W.S.I.B. claims and absences, and the physician charges the employee for such

medical certificate outside of OHIP the Employer will reimburse the employee for the cost up to a maximum reimbursement of \$15.00 per certificate, upon satisfactory proof of the cost of the medical certificate. It is understood that this payment provision does not apply to medical certificates required for W.S.I.B. claims or cases.

- 17.03 (a) In returning to work following an illness, the employee must notify his supervisor as soon as possible of his intention to return in order that arrangements made with relief staff may be cancelled.
- (b) In returning to work following an absence due to illness or accident, the supervisor may, at his/her discretion, require a medical certificate indicating the employee's ability to resume duties.
- 17.04 On termination of employment or death after five (5) years of service, an employee (or his executor or administrator, as the case may be) shall receive a salary grant in lieu thereof equal to one-half the accumulated sick leave up to a maximum of 130 days at the rate of pay effective immediately before such termination or death.
- 17.05 If an employee is prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of The Workplace Safety and Insurance Act, the Employer will supplement the award made by the Workplace Safety and Insurance Board for loss of wages to the employee, provided that he has sick leave credits available, by such an amount that the award of the Workplace Safety and Insurance Board together with the supplementation of the Employer will equal 100% of the employee's regular wage, and the amount received from the Employer shall be deducted from the employee's accumulated sick leave benefits. Payments to the employee under this provision shall be made on his return to work or, if he so elects, every three (3) months from the date of injury. The employee shall have the option not to have accumulated sick leave applied so as to receive the difference between Workplace Safety and Insurance benefits. During the period referred to above and while such person continues as an employee of the Employer, the Employer agrees to continue any benefits for which it would be liable if the employee was working.
- 17.06 The Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit by March 15th of the year following the immediately preceding calendar year.
- 17.07 The Employee's share of the Employer's Employment Insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefits contained in this agreement.

#### ARTICLE 18 - WAGES

- 18.01 Effective January 1, 2007, the Employer agrees to pay the Union, and the employees agree to accept the rates of pay as outlined in Schedule "A" attached hereto and forming part of this agreement.
- 18.02 Payday shall be every second Thursday. Payment of wages shall be five days' pay in arrears.
- 18.03 No present employee shall suffer a decrease in pay as a result of implementing Schedule "A". New employees shall be paid according to Schedule "A" in any event.
- 18.04 When a new classification in the bargaining unit is established by the Employer or the Employer

makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other service classifications at the Employer and duties and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filled.

#### ARTICLE 19 - BENEFITS

- 19.01 The Employer shall contribute 100% of the premium payable for all employees for a 14-point Extended Health Care Plan, with \$10.00 deductible single, \$20.00 deductible family, Vision Care \$200.00/24 months, and remit the same to the carrier. It is agreed that only the former Liberty Health – Formulary 3 (ONA Central Hospital language) will be covered by the plan. New coverage includes chiropractic services at \$500.00 per annum.
- There will be a dispensing fee cap of \$9.00 to the Drug Plan. [It is agreed that the Employer will research and provide the Union President with a list of pharmacies and their dispensing fees in the City of Stratford and surrounding area. The Employer will also provide this information to the employees.
- Provide for mandatory generic substitution under the Drug Plan, unless specifically prescribed in writing otherwise by the doctor.
- 19.02 The Employer shall contribute 100% of the premium payable for a group life insurance plan providing coverage in an amount equal to one and one-half (1-1/2) times the salary of the employee, and remit the same to the carrier.
- 19.03 The Employer shall pay, on behalf of the employees, 75% of the premiums for a dental plan equivalent to the former Liberty Health Dental Plan No. 9, the current fee schedule as amended from time to time. Effective January 1, 1992, riders 2 and 4 will be added to the above.
- 19.04 All employees who are eligible are obliged to enrol in the Ontario Municipal Employee's Retirement System (OMERS). Contributions to the OMERS plan are in accordance with the rules and regulations of the plan as amended from time to time.
- 19.05 All regular part-time employees will receive eight (8) percent in lieu of health and welfare benefits, including holiday pay (ref. Article 15.01) and sick leave. The in lieu will be payable in addition to

an employee's straight time regular hourly wage.

ARTICLE 20 - BULLETIN BOARD

20.01 The Employer agrees to extend to the Union the privilege of using one (1) bulletin board, to be located in the Home for the Aged in a location designated by the Employer, provided that the use of such bulletin board shall be restricted to the posting therein of only such notices that have received prior approval of the Employer through the Administrator or designate.

## ARTICLE 21 - PART-TIME EMPLOYEES

21.01 For the purpose of this agreement, "regular part-time employee" means an employee who is scheduled on the Master Schedule to work a regularly scheduled shift or shifts of work for the Employer, the number of hours of which do not exceed 24 in the week averaged over the course of a three (3) month period.

Extra shifts that are worked by a regular part-time employee, whether such shifts are scheduled on the Posted Work Schedule or become available after the posting of the Posted Work Schedule, will not be counted in the calculation of whether an employee has worked in excess of 24 hours in the week averaged over the course of a three (3) month period. A regular part-time employee who works such extra available shifts and thereby works more than twenty-four (24) hours in a week averaged over a three month period retains her regular part-time status and cannot claim full-time status.

21.02 Casual employees are employees who work on an irregular basis to replace Full-time and regular Part-time employees for such things as requests for days off, sick time, vacation time, floating holidays and bereavement leave. Casual employees shall not be entitled to any benefits but shall be required to pay Union dues.

21.03 The Employer may hire a temporary employee for a period not to exceed 90 working days in any 12-month period, the period of which shall be designated in advance by the Employer. A temporary employee shall not be entitled to any benefits but shall be required to pay Union dues. The 90-day period may be extended by mutual consent between the parties.

## ARTICLE 22 - TECHNOLOGICAL CHANGE

22.01 The Employer shall notify the Union three months before the introduction of any technological or other changes, or new methods of operation which affect the rights of employees, conditions of employment, wage or work loads.

## ARTICLE 23 - JOB SECURITY

23.01 The Employer will not contract out any work with the objective of effecting a lay-off or reducing the regular hourly rate of pay of any employee in the bargaining unit. The parties agree to consult on a monthly basis or as may be otherwise mutually agreed as to the Employer's requirements for the contracting out of services.

23.02 It is understood and agreed that the Employer shall not hire casual or temporary employees without first giving an opportunity to the regular part-time employees to perform the work available.

## ARTICLE 24 - HEALTH AND SAFETY COMMITTEE

24.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.



- 24.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Accident Prevention - Health & Safety Committee at least one representative selected or appointed by the Union from amongst bargaining unit employees.
- 24.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- 24.04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- 24.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 24.06 Any representative appointed or selected in accordance with 24.02 hereof shall serve for a term of one (1) calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representative(s) to attend meetings of the Accident Prevention - Health & Safety Committee in accordance with the fore-going shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- 24.07 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- 24.08 There shall be at least one (1) Health and Safety Representative from CUPE who will be a certified worker.

#### ARTICLE 25 - DURATION - THREE YEAR AGREEMENT

- 25.01 This agreement shall be effective from January 1, 2005, and shall continue in effect until December 31, 2007, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days prior to the expiration date that it desires to amend or modify this agreement.  
 [Note: The terms and conditions of the December 7<sup>th</sup>, 2006, Memorandum of Settlement shall become effective as of the date of ratification of the Memorandum of Settlement by both parties, except as specifically provided otherwise.]
- 25.02 In the event that such notification is given negotiations between the parties shall begin within fifteen (15) days following such notification or on such other date as may be mutually agreed upon.

#### ARTICLE 26 - HEALTH CARE COURSE

- 26.01 Health Care Course - An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications, such course to have received prior approval of the administrator.

26.02 Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.

Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar related to employment with the Employer.

ARTICLE 27 - UNIFORM ALLOWANCE

27.01 All employees who are required to wear uniforms or who are required to abide by the Dress Code of Spruce Lodge shall receive a yearly allowance of \$ 115.00 January 1, 2006 and \$125.00 January 1, 2007. This amount is prorated for part-time employees.

ARTICLE 28 - GENDER

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007.

SPRUCE LODGE  
HOME FOR THE AGED

CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 2166

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LETTER OF UNDERSTANDING

Between:

**Spruce Lodge Home For The Aged**

- and -

**Canadian Union of Public Employees, and its Local 2166**

**Re: Overtime Averaging Agreement: *Employment Standards Act, 2000***

The parties agree that this agreement applies to all employees who fall within the scope of C.U.P.E.'s bargaining unit.

The parties agree that authorized work performed by employees in excess of eight (8) hours per day or eighty (80) hours bi-weekly shall be paid for at the rate of time and one-half the employee's regular rate of pay. (The other provisions of the collective agreement respecting overtime continue to apply). The parties further agree that an employee's hours of work shall be averaged over the bi-weekly pay period for purposes of determining the employee's entitlement, if any, to overtime pay.

The Agreement constitutes an averaging agreement pursuant to Part VIII of the *Employment Standards Act, 2000*, as that Act may be amended from time to time. The parties agree that this Averaging Agreement shall also constitute a Letter of Understanding that shall form part of the collective agreement between the parties. As such, this Agreement shall expire on the same date as the collective agreement, December 31, 2007, subject to the provisions of the collective agreement and the *Hospital labour Disputes Arbitration Act*.

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding on the

\_\_\_\_<sup>7<sup>th</sup></sup>\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_ 2006.

**On behalf of the Employer**

**On behalf of the Union**

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LETTER OF UNDERSTANDING

Between:

**Spruce Lodge Home For The Aged**

- and -

**Canadian Union of Public Employees, and its Local 2166**

**Re: Part-time Employee Sick Leave Banks**

The parties agree that part-time employees who participated in the Employer's sick leave program at Spruce Lodge are entitled to accumulate sick leave credits up to and including December 31, 2006.

As of January 1, 2007 part-time employees will receive a payment in lieu of benefits including sick leave credits. Those part-time employees who have a sick leave bank as of December 31, 2006 will have that sick leave bank frozen at the dollar value of credits in the bank at that time. For greater clarity the credits will be multiplied by the employee's hourly rate increased by 4.75%.

The frozen sick leave banks will be retained at the frozen dollar value. In the event of the termination or death of a part-time employee, there will be a "salary grant" equal to one-half the sick leave bank to a maximum of one hundred and thirty (130)

IN WITNESS WHEREOF, the parties hereto have executed this Letter of Understanding on the

\_\_\_\_\_ 7<sup>th</sup> day of \_\_\_\_\_ December 2006.

**On behalf of the Employer**

**On behalf of the Union**

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SCHEDULE "A"

**RATES OF PAY FOR JANUARY 1, 2007 – JUNE 30, 2007**

	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>
RPN	18.43	18.98	19.65	20.20
Pool Coordinator	16.44	16.98	17.54	18.20
Environmental Services Program	16.07	16.66	17.25	17.83
Chef**	15.67	16.26	16.84	17.49
Therapy Co-ordinator	15.18	15.72	16.28	16.94
Cook ****	15.13	15.67	16.23	16.89
H.C.A./P.S.W.	15.00	15.53	16.10	16.77
Activity/Volunteer Coordinator	14.86	15.40	15.96	16.61
Resident Assistant * Support Worker *	14.31	14.59	15.41	16.27
Lifeguard	14.26	14.53	15.36	16.22
Dietary Aide	13.90	14.16	14.99	15.85
Maintenance *	13.88	14.15	14.98	15.84
Housekeeping Aide Laundry Aide Seamstress	13.18	13.65	14.01	15.69
Students (not including Students employed in school vacation)	11.15	11.85		
Over 18 years	12.09			

\* Health Care Aide Certificate and/or Personal Support Worker recognized.

\*\* The Employer shall pay a Chefs Responsibility Premium of fifty cents (\$0.50) per hour worked to the most senior Chef on duty on those shifts where the Dietary Supervisor is not scheduled for

\*\*\* The Employer shall pay a Maintenance Responsibility Premium of fifty cents (\$0.50) per hour worked to the most senior Maintenance employee on duty on those shifts where neither one of the Maintenance Supervisor or Environmental Services Program Co-ordinator is scheduled for duty.

\*\*\*\* The Employer shall pay a Responsibility Premium of **fifty** cents (\$0.50) per hour worked to the most senior Early Cook working on the Saturday and Sunday weekend when the Chef is not on duty.

In lieu of retroactive wages, the Employer paid a cash equivalent of two (2) full years in December 2006 as follows:

Full-time	\$1,976.00
Part-time	\$1,482.00
Casual & Students	\$1,000.00

	<b>Start</b>	<b>6 Months</b>	<b>12 Months</b>	<b>18 Months</b>
RPN	18.66	19.22	19.90	20.45
Pool Coordinator	16.65	17.19	17.76	18.43
Environmental Services Program	16.27	16.87	17.47	18.05
Chef**	15.87	16.46	17.05	17.71
Therapy Co-ordinator	15.37	15.92	16.48	17.15
Cook ****	15.32	15.87	16.43	17.10
H.C.A./P.S.W.	15.19	15.72	16.30	16.98
Activity/Volunteer Coordinator	15.05	15.59	16.16	16.82
Resident Assistant * Support Worker *	14.49	14.77	15.60	16.47
Lifeguard	14.44	14.71	15.55	16.42
Dietary Aide	14.07	14.34	15.18	16.05
Maintenance *	14.05	14.33	15.17	16.04
Housekeeping Aide Laundry Aide Seamstress	13.34	13.82	14.19	15.89
Students (not including Students employed in school vacation)	11.29	12.00		
Over 18 years	12.24			

\*\* The Employer shall pay a Chef's Responsibility Premium of fifty cents (\$0.50) per hour worked to the most senior Chef on duty on those shifts where the Dietary Supervisor is not scheduled for duty.

\*\*\* The Employer shall pay a Maintenance Responsibility Premium of fifty cents (\$0.50) per hour worked to the most senior Maintenance employee on duty on those shifts where neither one of the Maintenance Supervisor or Environmental Services Program Co-ordinator is scheduled for duty.

\*\*\*\* The Employer shall pay a Responsibility Premium of fifty cents (\$0.50) per hour worked to the most senior Early Cook working on the Saturday and Sunday weekend when the Chef is not on duty.