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COLLECTIVE AGREEMENT

BETWEEN

NORTHUMBERLAND COUNTY (GOLDEN PLOUGH LODGE)

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1748

EXPIRES: March 31, 1996

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WHEREAS the purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Employer and its employees covered by this Agreement, through the **Union**, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with efficient operations of the Employer's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in this Agreement.

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE 1 - RECOGNITION

1:01 The Employer recognizes the Canadian Union of Public Employees and its Local 1748 as the sole and exclusive collective bargaining agent for all its employees of Northumberland County at its Golden Plough Lodge at Cobourg, Ontario, save and except Supervisors, persons above the rank of Supervisor, Administrator, Secretary to the Administrator, Personnel and Payroll Clerk, Secretary to Director of **Nursing** (Ward Clerk), professional and medical staff, graduate and under graduate nurses and students employed during the school vacation period.

1:02 As used in this Agreement, the term "part time employee" shall mean an employee regularly employed for not more than twenty-four (24) hours per week.

ARTICLE 2 - RELATIONSHIP

2:01 **Union Membership**

The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member of the Union if he so desires.

2:02 **No Discrimination**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code. The Employer and the Union further agree that there will be no intimidation, discrimination,

interference, restraint or coercion exercised or practised by either of them or their representatives or members, because ~~of~~ an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

2:03 Meetings During Working Hours

It is agreed that the Union and the employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Administrator which permission shall not be unreasonably denied.

2:04 Check-off of Union Dues

The Employer agrees to deduct from the pay of **all** employees who have completed the probationary period whatever **sum** is authorized by the Union for regular union dues. Such amount shall be a percentage of employees' pay deducted each pay period and shall be remitted not later than the 15th day of the month following the deduction to the Canadian Union of Public Employees, National Secretary Treasurer. The Employer shall when remitting such dues name the employees from whose pay such deductions were made and also the **names** of those employees who have left the employment of the Employer since the **last** payment.

2:05 Negotiating Committee

✓ It is agreed that a negotiating committee composed of not more than three (3) employees plus the President of the Local shall be paid at their regular hourly rate for time lost from work for the purpose of attending negotiating meetings with the Employer. Such payment shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for **such** regular working day. It is further agreed that the Employer's negotiating committee shall be composed of two **(2)** members of County Council, the Administrator of the Golden Plough Lodge, the Chief Administrative Officer of the County, and a spokesman for the County.

2:06 Leave of Absence for Union Functions

Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees who are allocated or appointed to represent the **Union** at **Union** conventions or seminars provided that no more than two **(2)** employees from any department, but not more than one **(1)** employee from any given shift, may be absent at any one time, and provided such request is made at least a **week** in advance of the absence.

2:07 A new employee **will** have an opportunity to meet with a representative of the Union once during working hours for a period of fifteen **(15)** minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting **will** be to acquaint the employee with such representative of the Union and the Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3:01 The Union **recognizes** and acknowledges that the management of the Lodge and direction of the **working** force are **fixed** exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

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

3:02 The Employer agrees that none of the rights set forth in this article will be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - GRIEVANCE COMMITTEE

4:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of not more than two (2) stewards one of which shall be known as the Chief Steward plus the President.

4:02 The Employer acknowledges the right of the **Union** to appoint or otherwise select four (4) stewards, one of which shall be known as the Chief Steward. All stewards shall have completed the probationary period and shall be regular employees of the Employer during their term of office. The name, area of responsibility of **each** steward as well as the name of the officers of the **Local** as selected from time to time, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or officers until it has **been** so notified. Each steward shall be designated to one of the following areas:

Two (2) stewards to Nursing Department and Activation Department;

One (1)steward to the Dietary Department;

One (1) steward shall be designated to the Housekeeping Department including **Laundry** and Maintenance.

In the event that the designated steward is unavailable any one of the appointed stewards may substitute.

4:03 Permission to Leave Work

The permission of a steward to leave **his** work without loss of pay to attend grievance step meetings under clause 5:03 **will** not be unreasonably withheld.

4:04 Representative of the Union

The Union may have the assistance of a representative of the Canadian Union of Public Employees at **all** collective bargaining meetings and at any grievance meeting commencing at Step 2 or Step 3 of the grievance procedure if requested by either party or at any other meeting of the parties on the mutual consent of the parties.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5:01** The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement **as quickly as possible**.
- 5:02** **No** grievance shall be considered where the circumstances giving rise to it occurred or **originated** more than five full **working days** before the **filing** of the grievance.
- 5:03** Grievances properly arising under this Agreement shall be adjusted and settled **as follows**:

STEP 1

The aggrieved employee shall present his grievance **in** writing to his immediate Supervisor. He shall have the assistance of his steward if he **so desires**. The Supervisor shall give **his/her** decision within three (3) **working days** following the presentation of the grievance **to him/her**. If the decision **is** not satisfactory to the **employee** concerned, then the grievance **may** be presented **as follows**:

STEP 2

Within five (5) **working days** after the decision is given at Step 1 the aggrieved employee may, present the grievance (which shall be reduced to writing on **a** form supplied by the **Union**) to the Administrator who shall consider it **in** the presence of the **Union** grievance committee, and render his decision in writing within five (5) **working days following** presentation of the grievance to the Administrator. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented **as follows**:

STEP 3

Within five (5) working days after the decision is given under Step 2, the aggrieved employee together with the grievance committee may submit his/her grievance to the Chief Administrative Officer who shall arrange a meeting as promptly as possible between the Union and the Employer grievance committees, it is further agreed that such committees will be limited to three (3) members plus counsel if desired by either party, The Chief Administrative Officer will render a decision in writing within five (5) working days following such meeting.

- 5:04** If final settlement is not reached at Step No. 3, then the grievance may be referred in writing by either party to a Board of Arbitration as provided in Article 6 below at any time within ten (10) working days after the decision is given under Step No. 3 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned.
- 5:05** In this Article and in Articles 6, 7 and 8 in calculating working days, Saturdays, Sundays and paid holidays shall not be included.
- 5:06** Any of the time limits mentioned in the above procedure may be extended by mutual agreement in writing.

ARTICLE 6 - ARBITRATION

- 6:01** Both parties to this Agreement agree that any dispute or grievance relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or an alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to a Board of Arbitration, at the written request of either of the parties hereto.
- 6:02** The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board.
- 6:03** Within five (5) working days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee.

- 6:04** Should the person chosen by the Employer to act on the Board, and the person chosen by the **Union**, fail to agree on a third person within ten (10) working days of the notification mentioned in 6:03 above, the Minister' of Labour of the Province of Ontario will be asked to nominate a **person** to act **as** Chairman.
- 6:05** The decision of the Board of Arbitration or a majority thereof, constituted in the above manner, shall be binding on both parties,
- 6:06** The Board of Arbitration shall not have any power to alter or change any of the provisions of this agreement nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement.
- 6:07** Each of the parties to this Agreement **will** bear the expenses of the Arbitrator appointed by it and the parties **will** jointly bear the expenses, if any, **of** the Chairman.

ARTICLE 7 - MANAGEMENT GRIEVANCES AND UNION GRIEVANCES

- 7:01** Any grievance instituted by Management may be referred in writing to the President of the Local within five (5) full working days of the occurrence of the circumstances giving **rise** to the grievance and the Grievance **Committee** shall **meet within** ten (10) working days thereafter with Management to consider the grievance.

At this time they may be accompanied by a full time representative of the **Union** if his presence **is** requested by either party. **If** final settlement of the grievance is not completed **within** five (5) working days of such meeting, the grievance may be referred, by either party, to a Board of Arbitration **as** provided **in** Article 6 at any time within ten (10) working days thereafter, but not later.

- 7:02** **A Union** policy grievance, which is defined **as** an alleged violation of this Agreement concerning the **Union as** such or concerning all or **a** substantial number of employees in the bargaining unit, may be lodged by the **Union** in writing with the Home Administrator at Step 2 of the grievance procedure at any time **within** five (5) full working days after the circumstances **giving rise** to such grievance occurred or originated.

ARTICLE 8 - DISCHARGE CASES

8:01 A claim by an employee who **has** completed the probationary period that he has **been** discharged without **just cause** shall **be** treated **as** a grievance if a written statement of such grievance is lodged with the Administrator at Step **No. 2** of the grievance procedure within five (5) full **working** days after the employee ceases **working** for the Employer. Such special grievances may be settled by:

- (a) confirming the Management's action **in** dismissing the employee or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is **just** and equitable in the opinion of the conferring parties or the Board of Arbitration.

8:02 **Personnel Records**

An employee shall have the **right** to have reasonable access to **his/her** personnel record under the supervision of Management. **Any written** response **of** the employee to discipline **will** be included **as** part of the file. An employee shall have the right to make copies of any material contained in **his/her** personnel **record**.

8:03 Any letter of reprimand, suspension or other sanction **will** be removed from the record of any employee twenty-four (**24**) months following the **receipt** of such letter, suspension or other sanction, provided the employee's record **has been** **discipline** free for such twenty-four (**24**) month period.

8:04 **At the time formal** discipline is imposed an employee shall have the **right** upon **request of** the presence of his steward. The Employer shall have the right to equal representation **at** such meeting. **In the case** of suspension or discharge the Employer shall notify the employee of his **right in** advance.

8:05 ✓ Wherever possible, an employee shall be advised of the **subject** matter prior to a meeting which the employee **is** requested to attend with the **Employer**.

ARTICLE 9 - NO STRIKES. NO LOCK-OUTS

- 9:01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, unlawful picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.
- 9:02** The Employer shall have the right to discharge or otherwise discipline employees who take **part** in or instigate any illegal strike, unlawful picketing, stoppage or slowdown contrary to Clause **9:01** but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article **5** above.
- 9:03** Should the Union claim that a cessation of work constitutes a lock-out, it may take the matter **up** with the Employer at Step No. **3** of the grievance procedure.

ARTICLE 10 - WAGES

- 10:01** Schedule "A" hereto headed "Wages and Classifications" is hereby made a part of this Agreement.
- 10:02** An employee relieving in a higher paid classification shall receive the higher rate while so employed.
- 10:03** **Lead** hands shall be designated to cover **each** shift in the Dietary Department and shall be paid a premium of five **(5%)** percent above their regular hourly rate for such time worked.
- 10:04** **An** employee working **part** time who is not in receipt of any benefits shall receive an amount equal to eight **(8%)** percent **of** their regular straight time hourly rate in lieu of all benefits.
- 10:05** Any employee who is designated by the Employer to relieve in the absence of the Supervisor shall be paid a premium of five **(5%)** percent above their hourly rate for such time worked.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

- 11:01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.
- 11:02 The standard work week shall consist of an average of eighty (80) hours in a two (2) week period comprised of ten (10) eight (8) hour days. Work schedules shall be prepared by the Employer and posted in advance so that employees will be aware of their work schedules at least two (2) weeks in advance and posted in a place accessible to the affected employees. Work schedules shall provide the following conditions:
- (a) Not more than six (6) consecutive days of work.
 - (b) Two (2) consecutive days' off at a time, provided however, that split days off may be scheduled by mutual agreement between the Employer and the employee concerned.
 - (c) One (1) weekend off in every three (3) weeks.
 - (d) Either Christmas Day or New Year's Day off for each employee.
 - (e) The Employer will allow shift changes in the event of an emergency or provided notice is received by management prior to the posting of schedules of work or notice is received after the schedule has been posted provided that the employee requesting the shift change has found the employee required to replace him and provided that the shift change is acceptable to the employee's immediate Supervisor.
 - (f) In order to ensure either Christmas Day or New Year's Day off for each employee, it is agreed that provisions 11:02 (a) and 11:02 (c) are waived during the period between December 15 and January 15.
- 11:03 (i) **Full Time**
- Overtime at the rate of time and one half (1 1/2) the employee's regular hourly rate shall be paid for all authorized work performed.
- (a) In excess of eight (8) hours per day;
 - (b) On the employee's seventh (7th) consecutive day of work and every consecutive day worked thereafter;

- (c) **On** an employee's regular scheduled day **off**;
- (d) An employee who is called into work outside of regularly scheduled working hours shall be given four (4) hours notice. **If** four (4) hours notice is not given then the employee **will** be compensated at the overtime rate for all hours worked.
- (e) Notwithstanding the foregoing, should an employee, with permission of his **Supervisor**, and at his own request, exchange shifts with another employee, such that any of the foregoing would apply, no overtime will be paid.

(ii) **Part Time**

The provision of clauses 11:02 and 11:03 (i) shall not apply to part time employees. For part time employees, overtime at the rate of time and one half (~~1 1/2~~) the part time employee's regular hourly rate shall be paid for all authorized work performed:

- (a) in excess of eight (8) hours **per** day;
- (b) on the employee's seventh (7th) consecutive day of work, and every consecutive day worked thereafter;
- (c) or the employee's sixth (6th) consecutive weekend worked and each consecutive weekend thereafter,
- (d) notwithstanding the **foregoing**, should a part time employee, with the permission of the Supervisor, and **at** the employee's **own request**, exchange shifts with another employee, such that any of the foregoing would apply, no overtime **will** be paid.

11:04

Part Time scheduled Hours and Call Ins

Part time employees shall have their regularly scheduled hours divided **as** equally **as** may be reasonably passible among all employees **within** the classification.

Available non-scheduled **hours will** be offered **as** equally **as** is reasonable on a rotational **basis** among all employees within the classification.

The Employer agrees to keep a posted record of all non-scheduled hours worked or refused by part time employees.

In no instance shall a breach of this provision result in the Employer paying any part time employee for hours not worked.

Employees called by the Employer less than one (1) hour before the normal **starting** time of a shift or up to one (1) hour past start, and asked to report to work for non-scheduled hours shall be paid from the normal starting time of the shift, if they report at work within one (1) hour and fifteen (15) minutes from the time the **call was** received.

11:05 **Lunch Period**

There shall be a one-half (1/2) hour unpaid lunch period which shall be scheduled away from the work station **during** the shift whether **day**, evening or night. Should the employee be recalled to duty **during** the lunch period, he shall resume the remainder of his lunch period at the first opportunity. Where it is not feasible to schedule the lunch period away from the employee's work station or where the employee is recalled to duty **during** the lunch period, the employee shall be compensated **at** his straight time hourly rate of pay for that period.

Paid Rest Periods

There shall be one fifteen (15) minute paid rest period for the **first** half of each shift and one fifteen (15) minute paid **rest** period **in** the second half of each shift **to be** granted at a time or **times** selected by the Employer.

11:06 **Reporting Pay Guarantee**

Employees reporting for work **as** usual on a regular **working day**, **unless** notified by the previous **day** not to report, and for whom no work at his regular job is available, shall be offered at least four (4) hours' employment in other work at the employee's straight time rate, or at the Employer's option, **will** be paid four (4) hours' pay in lieu of work. **This** provision shall not apply if the failure **to** receive the notice **was** caused by the employee's **absence** on the previous day or if the failure to provide work is **caused** by reason of **a** strike or other work

stoppage, machinery breakdown, ~~fire~~, flood, power failure, other like ~~cause~~ or any ~~reasons~~ beyond the ~~control~~ of the Employer.

11:07 Call Back Pay Guarantee

An employee who has left work at the required quitting time and who is recalled to work shall be paid a **minimum** of three (3) hours' pay at the employee's appropriate rate.

11:08 Shift Premium

A shift premium of forty-seven (~~47¢~~) cents **per** hour (effective December 1, 1993 - ~~fifty-five~~ cents (~~55¢~~) shall be paid to an employee working on a shift where at least fifty percent (**50%**) of the scheduled shift falls between the hours of 3 p.m. of one day and 8 a.m. of the day following. If an employee leaves before the end of his shift with the permission of Management he shall receive full shift premium for such shift.

11:09 Time Off Between shifts

At least two (**2**) full shifts shall be scheduled off between shifts or changeover of shifts ~~unless~~ by mutual consent. It is agreed that the foregoing ~~will~~ only apply as a result of the job posting procedure.

11:10 Employees required to work **during** clock changes for daylight or standard time ~~will~~ have one (**1**) hour's pay added at premium **rates** or one (**1**) hour's pay deducted as the ~~case~~ may be.

ARTICLE 12 - VACATIONS WITH PAY

12:01 All permanent employees **who** have acquired one (**1**) year of service with the Employer **shall** receive two (**2**) ~~weeks'~~ vacation at a time or ~~times~~ convenient to the Employer.

12:02 All permanent employees who have acquired three (**3**) ~~years'~~ service with the Employer shall receive three (**3**) ~~weeks'~~ vacation at a time or times convenient to the Employer.

12:03 All permanent employees who have acquired eight (**8**) ~~years'~~ service with the Employer shall receive four (**4**) ~~weeks'~~ vacation at a time or times convenient to the Employer.

12:04 All permanent employees who have acquired seventeen (17) years' service with the Employer shall receive five (5) weeks' vacation at a time or times convenient to the Employer.

12:04 (A) All permanent employees who have acquired twenty-five (25) years' of service with the Employer shall receive six (6) weeks' vacation at a time or times convenient to the Employer (this clause is not retroactive).

12:05 A permanent employee who **is** entitled to receive two (2) weeks' vacation shall receive **as** vacation pay an amount equal to .8333 day's pay for each full month of employment **during** the twelve (12) months immediately preceding his vacation. A permanent employee who is entitled to receive three (3) weeks' vacation shall receive **as** vacation pay an amount equal to **1.25** day's pay for each full month of employment **during** the twelve (12) months immediately preceding his vacation.

A permanent employee who is entitled to receive four (4) weeks' vacation shall receive **as** vacation pay an amount equal to 1.6667 days' pay for each full month of employment during the twelve (12) months immediately preceding his vacation.

A permanent employee who **is** entitled to receive five (5) weeks' vacation shall receive **as** vacation pay an amount equal to 2.0834 days' pay for each full month of employment **during** the twelve (12) months immediately preceding his vacation.

A permanent employee who is entitled to receive **six (6) weeks'** vacation shall receive **as** vacation pay an amount equal to **2.5** days' pay for each full month **of** employment **during** the twelve (12) months immediately preceding his vacation.

12:06 Entitlement to vacation for part time employees shall be based on **1600** hours worked equals one (1) year of service. **This** part time service shall be recognized for full time vacation entitlement in the event of **a** transfer to full **time** status.

12:07 **Temporary**

The vacation entitlement of temporary employees shall be **in** accordance with the provisions of the **Employment Standards Act**.

12:08 Early Request for Vacation Pay

An employee may, upon giving at least two (2) weeks' notice receive on the last office day preceding commencement of his annual vacation any pay cheque or cheques which may fall due during the period of his vacation. Vacation pay for part time employees **will** be paid on July 1 of each year **unless** the employee requests otherwise in writing in which case it shall be paid at year end.

Part time vacation pay **will** be issued on a separate cheque **as** of July 1st in any year,

12:09 Vacation schedules

- (a) A vacation schedule "**blank**" shall be posted on or before April 1st of each year. The vacation schedule blank shall be removed on April 25th of each year, and vacation requests shall be considered final **as** at 12:00 noon on that date. **Employees must** signify their vacation preference or preferences while the vacation schedule "blank" is posted.

Employees who fail to indicate their vacation preferences on the vacation schedule "**blank**" in each year shall not be able to exercise seniority **rights** in determining vacation preferences for that year.

Vacation schedules shall be posted by May 15th in each year and shall not be changed **unless** mutually **agreed** to by the employee and the Employer. An employee shall be entitled to receive a vacation in an unbroken period **unless** otherwise mutually agreed **upon** between the employee concerned and the Employer, it being understood that **during** the months of July and August, the unbroken vacation period shall be limited to a two (2) week period. There shall be no vacations between December 15th and January 15th without the consent of the **Employer**.

- (b) Vacation preference **as** indicated on the vacation schedule "blank" referred to in Article 12:09 (a) shall be in strict order of seniority within the Unit or Department, provided only that the Employer **must** be able to retain an adequate staff in each Department and on each floor to meet the normal requirements of the Home.

12:10 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation upon termination.

12:11 ~~Unless~~ otherwise mutually agreed upon, vacations shall be scheduled in conjunction with an employee's regularly scheduled day off.

12:12 Vacation Interruption Because of Sickness

Where an employee's scheduled vacation is interrupted due to a serious ~~illness~~ requiring the employee to be an in-patient in a Hospital, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

12:13 When an employee transfers by means of a job posting award from one classification, Unit or Department to another, the employee's annual vacation may be rescheduled to suit the classification, Unit or Department to which the employee has transferred. Such adjusted date shall be subject to the mutual consent of the employee concerned and the employee's immediate Supervisor. Seniority shall not govern for that vacation year **only**, ~~unless~~ the transfer was completed prior to the vacation schedules being posted.

12:14 Vacations shall not accumulate from year to year except that an employee ~~with~~ three (3) weeks or ~~more~~ entitlement may carry over one (1) week for the following vacation year and an employee entitled to an annual vacation ~~must take time~~ off and under no circumstances shall be allowed to receive vacation pay and continue working. Vacation accumulation shall be allowed **only** once in any two (2) year period.

ARTICLE 13 - HOLIDAYS

13:01 The following days are recognized **as** paid holidays under this Agreement :

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

It is understood and agreed that the said holidays cannot be granted to all employees **as** a day off and that employees may be required to work on such days. An employee required to work any of the said holidays shall be paid at the rate of time and one half (1 1/2) for all hours worked on the said holiday and shall be granted another day ~~off~~ with pay. Such day off to be taken at a time mutually agreed upon between the Employer and the employee and to be within a period of five (5) weeks before or after the said holiday.

Provided that the exchange is acceptable to the employee's immediate Supervisor, it is agreed that where an employee discovers after the schedule is posted that a statutory holiday assigned to him or her would create a hardship, and where the employee **can find** a fellow employee with whom to exchange a statutory holiday **within** the schedule, such exchange will be accommodated. It is understood and agreed if **the** said **day** off is taken on a Monday then it may be taken consecutively with the employee's scheduled day or days off. If a holiday falls on an employee's scheduled day off such employee shall be granted an additional day off with pay. The above holidays will be observed **as per** the current calendar.

13:02 In order to qualify for payment for a holiday, an employee must work his ~~last~~ scheduled **working** day before and his **first** scheduled **working day** after the holiday and he must **work** on the holiday if he is so scheduled, provided however, than an employee who would otherwise be entitled to receive payment for the holiday but was absent due to **illness** verified to the satisfaction of the Employer on one of the **days** mentioned herein, will not thereby be deprived of holiday pay.

13:03 If a paid holiday falls or is observed during an employee's vacation period, he shall **be** granted an additional **day** of vacation with pay for

each such holiday, The additional day's vacation for each holiday shall be taken in conjunction with the employee's vacation unless otherwise mutually agreed upon.

13:04 **Additional Holiday**

In addition to the holidays listed in clause **13:01**, all employees, except part time employees shall be granted one additional holiday to be taken at a time mutually agreed upon between the employee and the Employer, such holiday not to be taken in the months of July, August or December. When the date of the holiday is agreed upon between the employee and the Employer, then that date shall for that employee be deemed to be a paid holiday and shall be subject to clauses **13:01**, **13:02** and **13:03**.

13:05 **Application to Part Time**

The provisions of clauses **13:01**, **13:03** and **13:04** do not apply to part time employees provided however, that if a part time employee works on one of the days listed in clause **13:01**, then he shall be paid at the rate of time and one half (1 1/2) for all hours worked on that day, and provided further that a part time employee shall, subject to clause **13:02**, receive a regular day's pay for the holiday or holidays listed in clause **13:01** if he has worked on at least eight (8) days during the four (4) week period immediately preceding the holiday.

13:06 A part time employee who has worked on at least eight (8) days during the month of December will receive a sum equal to a regular day's pay. The payment provided for in this clause is to compensate eligible part time employees for the additional holiday granted to eligible full time employees in clause **13:04** and such payment will be included with the first pay given part time employees in February of any year.

ARTICLE 14 - SENIORITY

14:01 A permanent employee shall be considered probationary for the first sixty (60) days worked and shall have no seniority rights during that period. After sixty (60) days worked, a permanent employee's seniority shall date back to his last date of hire.

14:02 (a) Seniority Defined

Seniority ~~as~~ referred to in this Agreement shall ~~mean~~ length of ~~continuous~~ service in the employ of the 'Employer. The Employer shall maintain a seniority ~~list~~ showing the date upon which each permanent employee's ~~service~~ commenced. An upto-date seniority list shall be sent to the **Union** and posted on all bulletin boards in January of each year.

Application to Part Time

The provisions of clauses 14:01 and 14:02 do not apply to part time employees. A part time employee shall be considered probationary for the ~~first~~ five hundred and twenty (**520**) hours worked and shall have no seniority rights ~~during~~ that period. After the ~~first~~ five hundred and twenty (**520**) hours worked, ~~a~~ part time employee shall be placed upon the seniority list and he shall be credited for work performed during his probationary period.

(b) Seniority Lists

A separate seniority ~~list~~ shall be maintained for part time employees and the seniority of part time employees shall be based on five (5) days' work equalling one (**1**) ~~week's~~ seniority. In the event that a part time employee ~~is~~ transferred to full time status, or ~~a~~ full time employee ~~is~~ transferred ~~to~~ part time status, then the employee shall be transferred to the appropriate seniority list and shall be credited with all seniority accumulated by him ~~as~~ of the date of such transfer and in addition ~~a~~ part time employee who ~~is so~~ transferred shall not be required to serve an additional three (3) months in order to qualify for sick leave credits in accordance with Article **15**, Benefits. For the purpose of ~~determining~~ ~~an~~ employee's qualifications, ~~a~~ part time ,or full time employee who ~~has~~ completed his or her probationary period shall not ~~be~~ required to complete another probationary period if such employee is transferred from part time ~~status~~ to full time status or vice versa ~~as~~ the ~~case~~ may be.

14:03 (a) In matters of promotion and ~~staff~~ transfers, appointments shall be made ~~to~~ the senior applicant who possesses the skill, ability, qualifications and experience required for the job.

When a vacancy occurs in a position in the bargaining unit or when a new position is created in the bargaining unit, the Employer shall notify

the Union in writing and shall post notice of the position for five (5) working days and any employee in the bargaining unit may make written application thereof.

- (b) **A job** posting shall contain the nature of the position, the general criteria required per 14:03 (a) and the appropriate wage scale. No outside advertisement for any vacancy shall be placed until the applications of members in the bargaining unit have been considered. Where an employee has successfully bid and has been placed in the new position, such employee shall be disqualified from bidding on any future **job** posting for a period of four **(4)** months following his/her placement in the new position unless it is mutually agreed due to extenuating circumstances. **This** applies to a permanent full time position **only**.
- (c) The successful applicant shall be placed on trial for a period of **forty-five (45)** calendar days. Conditional on satisfactory performance, the employee's placement shall become permanent after the completion of the trial period. In the event that the successful applicant is unsatisfactory in the position during the trial period, or if the Employer **finds** that the employee is unable to perform the duties of the new position, the employee shall be returned to the employee's former position without loss of seniority and wage or salary **of** such former position. Within this period, the employee may also voluntarily return to the employee's former position. **Any** other employee promoted or transferred because of the re-arrangement of position shall **also** be returned to the employee's former position without loss of salary **and** wage or salary of such former position.
- (d) In the event of a lay-off, employees shall be laid off in the reverse order of their seniority and shall be recalled from lay-off in the order of their seniority subject only to their qualifications and ability **to** perform the work available.

No new employees shall be hired until those **laid** off have been given an opportunity of recall.

14:04 Part time employees who satisfy the provisions of clause 14:03 shall be given preference in filling full time vacancies in preference to hiring new employees.

14:05 Accumulation of Seniority

Seniority shall accumulate in the following circumstances only:

- (a) when off the payroll due to lay-off, sickness or accident in which case seniority will continue to accumulate for a period of time equal to twelve (12) months or the length of the employee's seniority, whichever is shorter;
- (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave;
- (c) when absent on vacation or on paid holidays;
- (d) when actually at work for the Employer.

14:06 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when he:

- (a) voluntarily quits his employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off the payroll for a continuous period of twelve (12) months;
- (d) fails to report for work within five **(5)** working days after being notified by registered mail mailed **to** the employee's last **known** address by the Employer following a lay-off;
- (e) fails to return to work upon the termination of an authorized leave of absence **unless** a reason acceptable to the Employer is given;
- (f) accepts gainful employment while on a leave of absence without **first** obtaining the consent of the Employer in writing.

14:07 Seniority Outside Bargaining Unit

In the event that an employee covered by this Agreement should be promoted to a **supervisory** or confidential position beyond the **scope** of this Agreement, and is later placed in a position within the **scope** of this

Agreement, the employee shall retain the seniority previously acquired up to the time of the promotion outside the bargaining unit.

14:08 Notification of Change of Address

It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

14:09 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

14:10 Advance Notice of Lay-off

The Employer shall notify employees who are to be laid off ten (10) working days before the lay-off is to become effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, then he shall be paid in lieu of work for that portion of the ten (10) days during which work was not made available to him.

14:11 **New** permanent employees shall not be hired until those permanent employees laid off have **been** given an opportunity of **recall**.

ARTICLE 15 - SICK LEAVE PROVISIONS

15:01 (a) Amount of Paid Sick Leave

Upon completion of three (3) **continuous months'** service, permanent employees shall be allowed sick leave credits on the **basis** of one (1) day for each full month of employment thereafter. It is understood and agreed that no sick leave credits **will** be granted for the employee's **first three** (3) continuous months of service and no credit shall be given to an employee **in** any month in which the employee is absent from **work** without leave for any period of time in that month.

(b) Proof of Illness

Sick leave with pay is **only** payable because of **illness** and the Employer may **ask** for a medical certificate **in** its **discretion** and in any event an

employee absent more than three (3) days must produce proof of sickness in the form of a medical certificate.

The Employer agrees to reimburse employees **up** to Fifteen Dollars (\$15.00) which may be incurred associated with providing a Doctor's Certificate or medical examination when requested by the Employer.

(c) No Accumulation or Entitlement During Leave for Pregnancy

Employees will not be entitled to sick leave entitlement or accumulation of sick leave credits during leaves of absence for pregnancy.

(d) Sick Leave Credits While on Workers' Compensation

The Employer agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credit following settlement of the claim and the payment by the Board.

(e) Sick Leave Records

Employees will be advised of their accumulated sick leave credits as of December 31 of each year.

(f) Payment for Unused Sick Leave

An employee who has had five (5) continuous years' service with the Employer shall, upon death, permanent disability or upon retirement, be entitled to a gratuity of 50% of the unused portion of his sick leave credits not to exceed ninety (90) working days calculated on his salary as of that date.

Effective November 1, 1989 for all future pay out purposes under this provision, the value of an employee's unused sick leave accumulation shall be limited to the unused accumulation as of October 31, 1989 multiplied by the rates of pay then in effect less any sick leave used from such accumulation subsequent to October 31, 1989.

For the purposes of this provision, an employee shall be considered to have retired when the employee is actually in receipt of Pension Benefits from the Ontario Municipal Employees' Retirement System.

15:02

Paid Bereavement Leave

Where a death occurs in the immediate family of a permanent employee who has acquired seniority, he shall be granted a leave of absence without loss of pay of up to three (3) consecutive working days which must be taken to coincide with the funeral of the deceased person although attendance at the funeral is not mandatory. Immediate family is defined as spouse, commonlaw spouse, son, daughter, father, mother, sister, brother, grandparents or grandchildren of an employee. In the event of the death of an employee's guardian or ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law, then the employee shall be granted one (1) day's leave of absence from work with pay for mourning. Where the funeral takes place outside the province and the employee attends the funeral, such leave shall also include reasonable travelling time, not to exceed seven (7) days without pay.

Bereavement leave will apply to a part time employee where such employee loses a scheduled shift(s) as a result of bereavement coinciding with the funeral.

15:03

Paid Jury or Court Witness Duty Leave

If an employee is required to serve as a Juror in any Court of law, or is subpoenaed as a witness by the Crown, 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 Golden Plough Lodge, the employee shall not lose regular pay because of such attendance provided that the employee:

- (i) notifies the Employer immediately on the employee's notification that he/she will be required to attend at Court;
- (ii) presents proof of service requiring the employee's attendance;
- (iii) deposits with the Employer, the full amount of the compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

15:04

Benefits

The following benefits apply to all permanent employees who have completed their probationary period.

(i) The Employer agrees to continue its Group Life Insurance Plan in the amount of one and one half (1 1/2) time salary with premiums payable 100% by Employer.

(ii) The Employer agrees to continue its Blue Cross Extended Health Care Plan (Drug Plan) or equivalent and continue to pay one hundred percent (100%) of the premiums. The Employer agrees to ~~implement~~ an Extended Health Care Plan ~~as~~ provided employees of the Northumberland County Road Department, CUPE Local 1203.

(iii) The Employer agrees to contribute 75% of the billed premiums toward coverage of all permanent employees who have completed their probationary period under Blue Cross Dental Plan No. 9 or comparable coverage with another carrier (based on the current O.D.A. fee schedule ~~as~~ it may be updated from time to time) subject to the terms and conditions of such plan, provided the balance of the monthly premium is paid by the employee through payroll deduction.

(iv) A Vision Care Plan which ~~will~~ pay One Hundred Dollars (\$100.00) per family member every twenty-four (24) months for the purchase of eye glasses or contact lenses. Premiums payable One Hundred Percent (100%) by Employer.

(v) A Long ~~Term~~ Disability Plan providing Sixty-Six and Two Thirds Percent (66 2/3%) of monthly ~~earnings~~ to a monthly ~~maximum~~ of \$2,500.00 The Employer ~~agrees to~~ contribute Seventy Five Percent (75%) of the billed premiums with the balance of the monthly premium being paid by the employee through payroll deduction.

The County ~~will~~ continue the current cost sharing ~~of~~ premiums of all fringe benefits for a period of one (1) year from commencement of disability. Thereafter, employees may ~~continue~~ on the plans provided the premium costs are payable by the employee.

(vi) ~~Full~~ details of the above mentioned plans are ~~as~~ per the Master Plans between the County and its insurance carriers.

(vii) In the event a change in any insurance carriers or any major benefit affecting the employees in this bargaining unit, the Employer

shall notify and meet with the Union in advance of any change to fully discuss same. The Employer further agrees that any such changes will not result in the reduction of any coverage currently in existence.

15:05 **Benefit Application to Part Time**

It is understood and agreed that the provisions of clauses **15:01**, **15:02** and **15:04** do not apply to part time employees. A part time employee may elect to be covered by the Employer's Blue Cross Extended Health Care Plan or equivalent, or Group Life Insurance Plan, Ontario Health Insurance Dental Coverage Plan and if he does so elect then the Employer **will** pay Seventy Five Percent (**75%**) of the premium cost therefore, provided the employee works at least eight (8) days in the month in which the premium is paid.

Part time employees **must** elect to be covered under this provision or receive the percentage in lieu of payment set out in Article 10:04 prior to the completion of their probationary period. Thereafter, such employees will be permitted to change their election once only **during** their employment with the Employer.

15:06 When an employee is unable to report to work because of **illness**, the employee shall normally, no later than two (**2**) hours' before the employee is scheduled to be at work, inform the employee's Supervisor or the **Nurse** in Charge that the employee **will** not be at work and the probable duration of the length of absence.

ARTICLE 16 - GENERAL

16:01 **Bulletin Boards**

The Employer **agrees** to permit the **Union** to post notices of **meetings** and other **Union** business and affairs on bulletin boards provided by the Employer for the Union's **use**. It is agreed, however, that such notices must **first** be approved by the Employer.

16:02 **General Leave of Absence**

The Employer may grant **leave** of absence without pay and with accumulation of seniority to a maximum of three (3) months **only** to any employee requesting such leave for **good** and sufficient **cause**. All such

requests shall be in writing and shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld. The Employer agrees to reply within five (5) working days to a request under this clause provided the request is made at least three (3) weeks prior to the time requested for the leave of absence.

16:03 Pregnancy and Parental Leave

- (a) A pregnant employee, with at least thirteen (13) weeks' continuous service, shall be entitled to a leave of absence without pay for a period of at least seventeen (17) weeks in accordance with the provisions of this article.
- (b) A pregnant employee shall give written notification at least two (2) weeks prior to the commencement of pregnancy leave together with a certificate from a legally qualified medical practitioner stating the expected birth date.
- (c) An employee, who has at least thirteen (13) weeks' continuous service, and who is the parent of a child shall be entitled to parental leave of absence without pay following the birth of the child, or the coming of the child into the custody, care and control of the employee for the first time. The employee must give the Employer at least two (2) weeks' written notice of the date parental leave is to begin.
- (d) Parental leave under Article 16:03 (c) may begin no more than thirty five (35) weeks after the day the child is born or comes into the custody, care and control of the employee requesting parental leave.
- (e) Parental leave ends eighteen (18) weeks after it began or on an earlier date if the employee gives the Employer at least four (4) weeks' written notice of the date of the employee's intention to return to work.
- (f) An employee who has given notice to begin pregnancy leave or parental leave may change the notice to an earlier date on giving at least two (2) weeks' written notice before the earlier date, or to a later date on giving written notice at least two (2) weeks prior to the date the leave of absence was originally to begin.
- (g) Parental leave and pregnancy leave ends on the day following the end of the permitted leave of absence or on four (4) weeks' notice given by

the employee of the intention to return after pregnancy or parental leave.

- (h) **During** pregnancy or parental leave, the Employer shall **continue to pay** its portion of the premiums necessary to maintain those benefit plans in which the employee **was** enrolled provided the employee pays his/her portion of such premiums necessary for enrolment **unless** the employee elects to withdraw from such benefit plans during the pregnancy or parental leave.
- (i) Seniority continues to accrue **during** pregnancy leave of parental leave.
- (j) At the conclusion of parental or pregnancy leave the employee shall be **reinstated** to the employee's former position, if it still exists, or to a comparable position if the employee's original position no longer exists."

16:04 **Correspondence**

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer of the County and the Secretary of the Local Union.

16:05 Whenever the single 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.

16:06 Maintenance employees **will** not be required to supply their own tools in the performance of their normal duties.

16:07 **Payroll Deduction Savings Bonds**

The Employer agrees to make payroll deductions from the pay due to an employee where such deductions are authorized **in writing** by the employee for the purpose of **savings** bond purchases.

16:08 **Health and Safety**

The Employer, the **Union and** the employees agree **to** abide by the **Occupational Health and Safety Act, 1978.**

16:09 **Change in Classification**

When the duties of any job are substantially changed, or when a new job is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first challenged by way of grievance.

16:10 (a) **Uniform Allowance**

Employees required to wear uniforms shall receive Ten Dollars (\$10.00) per month allowance. Part time employees are entitled to this allowance if they work eight (8) days in the month. The above allowance will apply to employees in the Activation Department who normally wear street clothes. ✓

(b) **Meal Allowance**

All employees required to work more than two (2) hours past their normal quitting time, shall qualify for a meal allowance to a maximum of Five Dollars (\$5.00).

16:11 **Restrictions on Contracting Out**

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any employees, other than casual part time employees follows. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision.

16:12 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work if, as a result, a lay-off of any bargaining unit employees, other than casual part time employees, follows.

16:13 Labour Management Committee

Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the **Union** and representatives of the Employer. The **Committee** shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of the Committee

The **Committee** shall concern itself with the following general matters:

- (1) Considering constructive criticism of all activities **so** that better relations shall **exist** between the Employer and the employees.
- (2) Reviewing suggestions from employees, questions of **working** conditions and service (but not grievances concerned with service).
- (3) Correcting conditions **causing** grievances and misunderstanding.

Meetings of Committees

The Committee shall meet at least quarterly or **as** need **arises** at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at **least** forty-eight (**48**) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent **with** this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated **as** joint Chairpersons and shall alternate in presiding over meetings.

Minutes of Meetings

Minutes of each meeting of the **Committee** shall be prepared and signed **by** the joint Chairpersons **as promptly as possible after the close of the meeting**. The **Union**, the **CUPE** representative and the Employer shall



each receive two (2) signed copies of the minutes within three (3) days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions,

ARTICLE 17 - TERMINATION

17:01 **This** Agreement shall remain in full force from November 1st, 1992 to and including March 31st, 1996 and shall continue in force from year to year thereafter **unless** in any year, nor more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

DATED at Cobourg, Ontario this _____ day of _____ 1993.

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1748
FOR THE EMPLOYER**

**N O R T H U M B E R L A N D
COUNTY
(GOLDEN PLOUGH LODGE)
FOR THE ASSOCIATION**

	<i>Start</i>	<i>After Probationary Period</i>	<i>After 1 yr service</i>	<i>After 2 yrs service</i>	<i>After 3 yrs service</i>
R.N.A.	\$14.49	-	14.68	14.87	15.25
Laundry Aide	11.85	12.24	12.60	12.95	
Dietary Aide					
Housekeeping Aide					
Cleaner/General Labour					
Assistant Cook	12.89	13.27	13.64	13.99	
Activation					
Nurses Aide					
Maintenance	13.16	13.53	13.88	14.28	

~~Nurses~~ Aides and Activation who have achieved the appropriate certification will be entitled to a premium of 25¢ per hour.

LETTER OF INTENT

B E T W E E N

NORTHUMBERLAND COUNTY (GOLDEN PLOUGH LODGE)

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1748**

During the term of this Agreement, Northumberland County (Golden Plough) agrees to investigate the implementation of an Employee Assistance Program.

DATED at Cobourg, Ontario this _____ day of _____ 1993.

FOR THE UNION

FOR THE EMPLOYER

