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# COLLECTIVE AGREEMENT

between

**The Corporation of Norfolk County**

(Norview Lodge)  
(hereinafter called the "Employer")

PARTY OF THE FIRST PART

and

**Service Employees International Union, Local 1.0n**  
(hereinafter called the "Union")

PARTY OF THE SECOND PART

(FULL-TIME AND PART-TIME SERVICE WORKERS'  
AND OFFICE AND CLERICAL WORKERS')

For the Period

**January 1, 2003 to December 31, 2006**

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## PURPOSE AND RECOGNITION

The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the Union. It provides a means for the settlement of grievances and for the final settlement of disputes. Salaries, hours of work and other conditions of employment are established by mutual agreement. It is recognized that the employees covered by this Agreement wish to work co-operatively with the Employer to provide the best possible care and service to the Residents of Norview Lodge.

## ARTICLE 1 - SCOPE OF AGREEMENT

### 1.1 Recognition

The Employer recognizes the Union as the sole collective bargaining agent for all full-time and part-time service employees, and all office and clerical employees at Norview Lodge in Simcoe, Ontario, save and except Supervisors and Co-ordinators, persons above the rank of Supervisor, professional medical staff, hair care providers, Division Assistants and persons covered by subsisting Collective Agreements.

Part-time employees are defined as those persons who are regularly employed for not more than forty-eight (48) hours per bi-weekly pay period. Such employees will be eligible for call-ins.

### 1.2 No Private Agreement

No private agreement will be made with any employee by either Party to this Agreement which would in any way conflict with the provisions of this Agreement.

## ARTICLE 2 - SUPERVISORS AND REPRESENTATIVES

### 2.1

The Employer will supply the Union with a list of employees acting in a supervisory capacity over employees in the bargaining unit, and will set out their job titles and areas of responsibility. The Union will supply the Employer with a list of its representatives and stewards. When changes occur, the Employer and the Union agree to provide such changes to the other party.

### 2.2

Supervisors and persons whose jobs are not in the bargaining unit shall not work on any **jobs** which are included in the bargaining unit except in the case of emergency or for the purpose of instructing employees or in other situations as agreed upon by the Parties.

## **ARTICLE 3 - RELATIONSHIP**

### **3.1**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them with respect to any employee by reason of age, race, creed, colour, place of national origin, political or religious affiliations, sex, marital status, sexual orientation or by reason of an employee's membership or lack of membership or activity in the Union. It is further agreed that the provisions of the Human Rights Code of Ontario, as amended, shall be adhered to.

The Employer and the Union recognize the importance of maintaining a work environment that is free of harassment.

## **ARTICLE 4 - UNION SECURITY**

### **4.1**      Deduction of Union Dues

The Employer will deduct monthly, from the employees in the Bargaining Unit, an amount equivalent to such monthly Union Dues as are uniformly levied on all members in accordance with an amount as certified by the Secretary-Treasurer of Local 1.on, by affidavit. Such deduction shall be made at authorized times from the pay due each month, and shall be remitted to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the deduction was made.

### **4.2**      List of Employees Deducted

All employees coming within the scope of this Agreement shall, as a condition of employment, become and remain members of the Union upon successful completion of thirty (30) days employment. The Employer shall provide the Union with the address of new employees on their first deduction, along with a list of the names and the amounts deducted from all employees from whom deductions were made together with a list of any changes from the previous month and the reason for this change.

### **4.3**      Effective Date of Deduction

Such deduction from new employees, covered by this Agreement, will commence with the first pay of each employee and will be made for each pay period thereafter in which an employee receives earnings.

## **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

### **5.1**      No Strike - No Lockout

During the lifetime of this Agreement there will be no lockout of employees by the Employer and no strike or other collective action which will stop, curtail or interfere with Home service. The Union further agrees that should any such strike occur, it will do everything within its power to have the employees return to work and present any differences through proper grievance procedure.

## 5.2 Illegal Strike - Discipline

An employee who participates in such a strike may be disciplined or discharged by the Employer. "Strike" shall have the meaning defined in the Ontario Labour Relations Act, and as set out in Article 5.3.

## 5.3 Definition of "Strike"

For the purposes of this Agreement, a strike shall be deemed to include any cessation of work, a refusal to work or to continue to work by employees in combinations or in concert or in accordance with a common understanding, or a slow-down or other concerted activity on the part of employees designed to restrict or limit output.

## 5.4 Definition of "Lockout"

For the purposes of this Agreement, a lockout shall be deemed to include the closing of a place of employment, a suspension of work or a refusal by an Employer to continue to employ a number of its employees, with a view to compel or induce its employees, or to aid another Employer to compel or induce its employees, to refrain from exercising any rights or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Employer, an Employer's organization, the trade Union, or the employees.

# ARTICLE 6 - MANAGEMENT RIGHTS

## 6.1 General List of Rights

The Union acknowledges that the Employer has the exclusive right to manage its affairs and operations and, without limiting the generality of the foregoing, the right to:

- (a) maintain order, discipline and efficiency, and to make, alter and enforce reasonable rules and regulations to be observed by its employees;
- (b) hire, retire, classify, direct, transfer, promote, demote, assign employees to tasks, lay-off, discipline, suspend or discharge employees, providing only that a claim of unfair transfer, demotion, discipline or suspension, or a claim that an employee has been discharged or retired without a reasonable cause, may be subject of a Grievance to be dealt with as herein provided;
- (c) generally, to manage the affairs in which it is engaged and without restricting the generality of the foregoing, to retain all residual rights of management, to determine the number of locations in which it operates, the method of operation, the services to be performed, the schedules of work, the kinds and location of equipment to be used, and the right to introduce new methods of work or procession work.

## 6.2 Rules and Regulations

The Employer has the right to make rules and regulations that are reasonable provided they are not inconsistent with this Agreement. Should the Employer alter rules and regulations to be observed by the employees, it shall advise the Union, in writing, prior to such rules and regulations taking effect so that the Union may make representation.

6.3 Other Rights

The Employer has the right to operate the Home in a manner consistent with the obligation of the Homes to the general public in the community served and, notwithstanding the other rights contained in this Article, to retain all rights and privileges not otherwise specifically set forth in this Agreement.

6.4

The Employer agrees that it will exercise its rights in a fair and reasonable manner in accordance with the terms and conditions of this Agreement.

**ARTICLE 7 - UNION REPRESENTATION**

7.1 Union Committee

The Employer agrees to recognize a Union Committee of not more than three employees, coming from within the scope of this Agreement, who shall act as a committee on behalf of the Union in negotiations with the Home or on matters arising during the lifetime of this Agreement, including Grievances.

The Employer will continue to pay wages to the Union Committee while they are employed on authorized Union business, up to but not including arbitration.

In the case of Labour/Management Meetings, wages will be paid only for hours the employee is scheduled to work.

For contract negotiations, pay will not exceed eight (8) hours per day.

7.2 Stewards

The Employer recognizes the right of the Union to select five (5) stewards to assist employees in the event that Grievances arise. The stewards shall be chosen according to the following schedule:

Nursing	-1
Dietary	-1
Housekeeping, Laundry & Maintenance	-1
Part-time	-1
One additional steward – classification optional	-1

7.3 Authority for Time Off

A Committee Member has regular duties to perform for the Home. Such representative will not leave regular duties to perform Union functions set out in this Agreement without first obtaining verbal authorization from their immediate Non-Union Supervisor, or Non-Union designate. Such authorization shall not be unreasonably withheld, and there will be no loss of pay.

#### 7.4 Labour/Management Meetinns

Representatives of the Employer and the Union Committee shall meet from time to time as the need arises, during the lifetime of this Agreement for the purpose of discussing issues involving matters arising out of the administration of this Agreement. Both Parties shall supply an agenda, in memo form, of the matters to be discussed at such a meeting, at least two (2) working days prior to the meeting being held.

#### 7.5

A Union Staff Representative may be present with the Union Committee at any meeting between the Employer and any Union Committee.

#### 7.6 Attendance at Regular Meetings

Members of the Union Committee may, to a maximum of two (2), be granted the necessary time off without pay so they may attend the regular monthly Union section meetings. Such time off is to be granted when the meetings conflict with normal working hours. The Union shall arrange the meeting so that the minimum number of persons shall require time off for the purposes of this Article.

The Union is required to advise the Employer at least two (2) weeks in advance of each such meeting, and such meeting must not be held more often than monthly. The Employer will consider Union requests for such policy to be extended to Special Meetings without obligation.

#### 7.7 Interview of New Employees

A member of the Union Committee shall be granted time off without loss of pay, to interview each new employee on the completion of the employee's probationary period at a time and place to be arranged by the Employer. Such time shall not exceed fifteen (15) minutes.

#### 7.8 Meetings With The Employer

Where a Union Committee member is unavailable to accompany an employee to any meeting with the Employer, at which the employee chooses to have representation, the Union will ensure that an alternate is provided within twenty-four (24) hours.

### **ARTICLE 8 -GRIEVANCE PROCEDURE**

#### 8.1 Definition of a Grievance

It is the mutual desire of the Parties that all complaints and grievances will be adjusted as quickly as possible. A grievance shall be defined as a difference arising between the Parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

#### 8.2 Grievance Procedure

Grievances shall be processed in the following manner:



### Step No. 1

The Employee, who may be accompanied by a shop steward or committee member, must first discuss their complaint with the Supervisor or designate of the respective department.

Such discussion will take place within ten (10) working days of the occurrence giving rise to the alleged violation. The Supervisor of the respective department will discuss and respond verbally within three (3) working days.

If either party requests a meeting with the Manager in attendance, such meeting shall occur within five (5) working days of the Supervisor's response in Step 1 (a) or such longer period as mutually agreed upon. The Manager will respond verbally within three (3) working days.

### Step No. 2

Failing settlement at Step No. 1, the employee shall present their grievance in writing to the Manager, Norview Lodge or designate within ten (10) working days or such longer period as is mutually agreed upon. A meeting shall be convened between the Parties within ten (10) working days or such longer period as is mutually agreed upon. The Manager, Norview Lodge or designate shall reply in writing within ten (10) working days of the date of the meeting in Step No. 2.

### Step No. 3

Within ten (10) working days after the receipt of the decision of the Manager, Norview Lodge, or designate, an employee who wishes to appeal the decision shall, through the Union, deliver notice of the appeal in writing to the Manager, Norview Lodge, or designate who will provide a copy to the County Manager of the County and to the General Manager, Human Resources and Staff Development within ten (10) working days after receipt of the decision of the Manager, Norview Lodge. The County Manager shall convene a meeting of the Parties to hear such grievance within ten (10) working days after receipt of the said notice, and shall deliver a written reply to the Union within five (5) working days after such hearing.

The decision of the Supervisor or Manager, Norview Lodge or designate or County Manager, as the case may be, shall be final and binding upon any employee affected by it unless a subsequent step or procedure to arbitration as appropriate is taken within the time limits.

## 8.3 Mediation

Where the Parties mutually agree to use the services of a Grievance Mediation Officer, all costs associated with securing the services of such Grievance Mediator shall be borne equally between the Parties.

## 8.4 Arbitration

### (a) Establishing a Board

Failing settlement of the Grievance at Step No. 3, either of the Parties may notify the other Party, in writing, of its desire to proceed to Arbitration. Such notification shall be mailed within thirty (30) days from the date on which the reply of the County Manager was given at Step No. 3. The Notice shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10)

working days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be Chairman of the Arbitration Board.

(b) Failure to Nominate

If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chairman within the time stipulated, the appointment shall be made by the Minister of Labour for the Province of Ontario upon the request of either Party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision, and the decision shall be final and binding upon the Parties and upon any employee affected by it.

(c) Decision of Board

The decision of the majority of the Arbitration Board shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairman will govern.

(d) Nothing in this Agreement shall prevent the single Arbitrator to hear and decide any matter which may be referred to Arbitration. If the Parties agree to the use of a single Arbitrator then the cost of such Arbitrator shall be shared equally by the Parties.

8.5 Sole Arbitrator

The Employer and the Union may, by mutual written agreement, substitute a Sole Arbitrator for the Board of Arbitration. Said Arbitrator shall possess the same powers and be subject to the same limitations as the Board of Arbitration.

8.6 Expedited Arbitration

The Parties reserve the right to make application for Arbitrations using Section 46 of the Ontario Labour Relations Act, and should such right be exercised, agrees to inform the other party in accordance with the time limits specified above.

8.7 Expenses of the Board

Each Party shall bear the expense of its appointee and of its witnesses, and the expenses of the Chairman shall be shared equally by both Parties.

8.8 Arbitration Decision Must be from this Agreement

The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they have the power to add to, to subtract from or modify any part of the terms of this Agreement.

8.9 Witnesses

At any stage of the Grievance Procedure, including Arbitration, the Parties may have the assistance of the employee(s) concerned as a witness, and all reasonable arrangements shall be made to permit the conferring Parties of an Arbitration Board to view working conditions which may be relevant to settlement of the Grievance.

#### 8.10 Grievor Confined to Grievance

The employee and/or Union shall be confined to the Grievance and redress sought as set forth in the written Grievance filed as provided in Article 8.1, Step No. 1. No matter may be submitted to Arbitration which has not been properly processed through all previous steps of the Grievance Procedure.

#### 8.11 Employer Grievances

It is agreed and understood that the Employer, in lodging a Grievance with respect to the conduct of, or an alleged violation of the Collective Agreement by an employee covered by this Agreement, Officer of the Union, Committee Member or Steward may submit such Grievance in writing within five (5) working days of the occurrence giving rise to the Grievance. Such Grievance shall commence at Step No. 2 of the Grievance Procedure.

#### 8.12

##### (a) Policy Grievances

Within the terms of this Agreement, a Union or Employer policy grievance shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement including a question as to whether or not a matter is arbitrable. Such Grievance shall be submitted in writing to the Manager, Norview Lodge for forwarding to the County Manager or to the Chairperson of the Union for forwarding to the office. A meeting of the Parties shall be convened within five (5) working days of receipt of the grievance or such other time as may be mutually agreed upon. The County Manager or Union Representative shall reply in writing within ten (10) working days of the date of the meeting. Thereafter the grievance shall proceed in accordance with the provisions of the Collective Agreement.

##### (b) Group Grievance

Where two or more employees have grievances of a similar nature and each employee would be entitled to grieve separately, all such employees shall sign the grievance form and submit the grievance at Step 2 within ten (10) calendar days of the event giving rise to the grievances. The grievances shall be processed as one grievance subject to all applicable provisions under the grievance procedure.

#### 8.13 Extraneous Grievance

A difference of opinion on a matter not covered under this Collective Agreement shall not be eligible for consideration under the Grievance or Arbitration Procedure.

#### 8.14 Strict Adherence to Procedure

The foregoing procedures shall be strictly adhered to by both Parties, provided that any of the time limits imposed herein may be extended by mutual consent.

## 8.15 No Duplication of Arbitration

Where a Grievance defined under the terms of this Agreement is lodged, and the events leading up to that Grievance are the same, and where the remedy sought in both Grievances is the same, both Grievances shall be referred to the one (1) Arbitration Board, to be heard as one (1) Arbitration Case subject to neither Party objecting to such jointed Grievances.

## **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

### 9.1 Claim of Unjust Discipline

A claim by an employee that such an employee has been' unjustly disciplined shall be treated as a grievance and shall commence at Step 1 of the grievance procedure.

### 9.2

#### (a) Suspension

A Notice of suspension shall be given to the employee in the presence of a Union Steward or Committee Member, provided, however, that if an employee is not at work and it is not possible to deliver the notice of suspension personally to such employee, such notice shall be sent to the employee by Registered Mail and a copy shall be delivered to the Union Steward or Committee Member.

#### (b) Claim Of Unjust Suspension

A claim by an employee that such employee has been unjustly suspended shall be treated as a Grievance and shall commence at Step No. 3 of the Grievance Procedure, provided that the notice of appeal is delivered to the Manager, Norview Lodge, within five (5) working days of notice of suspension. The Manager shall be responsible for forwarding such grievance to the County Manager.

The County Manager shall have the authority to confirm, increase or decrease the suspension; it being further understood that any suspension will be invoked at the discretion of the Manager, Norview Lodge.

Thereafter, the Grievance Procedure shall proceed as prescribed by Article 8.3.

### 9.3 Claim of Unjust Discharge

A claim by an employee who has completed the probationary period, and holds seniority, that such employee has been unjustly discharged, shall be treated as a Grievance commencing at Step No. 3 of the Grievance Procedure provided that notice of appeal is delivered to the County Manager within five (5) working days after the employee has received the discharge notice.

The County Manager shall have the authority to confirm or alter imposed discharge.

Thereafter the Grievance Procedure may be processed to Arbitration in accordance with Article 8.2.

#### 9.4 Reprimands

The Union Steward or member of the Union Committee will accompany an employee who is to be reprimanded by a Supervisor or Department Head. The employee has the right to request that the Union Steward or member of the Union Committee leave.

#### 9.5 Discharged Employee Sees Steward

Prior to leaving the Home, a discharged employee shall have the right to interview a Union Steward or Officer to a maximum of fifteen (15) minutes.

#### 9.6

Any letter of reprimand or suspension will be removed from the record of an employee no later than eighteen (18) months following the receipt of such letter or suspension, provided the employee's record has been discipline free of similar concerns for such period of time.

### **ARTICLE 10 - PROBATIONARY EMPLOYEES**

#### 10.1

Employees shall be considered to be on probation until they have been continuously employed by the Employer for forty-five (45) days worked. If, at the option of the Employer, an employee is retained after the forty-five (45) day period, the employee's name shall be placed on the seniority list with seniority from the date of last hire by the Employer. Except in the case of discharge where he/she will have no right to grieve, a probationary employee shall have the right to grieve on any issue contained in the agreement.

Regular part-time employees' probationary period shall be three hundred and sixty (360) hours worked.

An employee who has completed a probationary period will not be required to serve a further probationary period upon moving to a new classification or in the event of a change of status.

### **ARTICLE 11 - SENIORITY**

#### 11.1 Seniority Lists

Seniority recognized under the terms of this Agreement shall be continuous service with the Employer from the date of last hire.

Seniority lists will be posted on the Union bulletin board in the Home, and will be revised every twelve (12) months according to the records of the Home. Copies of the seniority lists will be made available to Union committee members, and a copy will be sent to the Local Union Office. Seniority, as posted, will be deemed to be final and binding and not subject to complaint unless such complaint is made within thirty (30) calendar days from current date of posting commencing with the ratification date of this Agreement. Seniority prior to the ratification of this Agreement has previously been established.

Where employees commence employment on the same date, seniority shall be established by way of a random drawing of numbers by the affected employees. The employee who draws the lowest number shall be the most senior. A representative from the Union executive and the Employer shall be present during such process.

## 11.2 Pension Plans

The Employer and each part-time and full-time employee shall subscribe as required by and to the Canada Pension Plan.

Full-time employees who meet the compulsory enrollment eligibility requirements as established by OMERS shall make contributions in accordance with the provisions of OMERS and such employees shall retire in accordance with the terms of said Plan.

Part-time employees who meet the voluntary enrollment eligibility requirements as established by OMERS may make contributions in accordance with the provisions of OMERS and such employees shall retire in accordance with the terms of said Plan.

## 11.3 Recording and Accumulating Seniority

- (a) All part-time employees in the service of Norview Lodge as of July 18, 1989 are credited with all hours worked prior to July 18, 1989, as previously established by the posted seniority lists.
- (b) The number of hours worked shall be converted to years of seniority based on the formula 2080 = one (1) year. If necessary, the hours worked are pro-rated to the next full year.
- (c) The employee's seniority credit is adjusted back from July 18, 1989 creating an artificial seniority date.
- (d) All part-time employees hired after July 18, 1989 would have their date of hire as their seniority date.
- (e) Full-time employees would have their seniority recorded as date of hire, either actual or artificial as established above.
- (f) Full or part-time employees transferring from full-time to part-time or vice versa will carry their date of hire as previously established for the purposes of recording seniority.

## **ARTICLE 12 - LAYOFFS, RECALLS, PROMOTIONS, DEMOTIONS AND TRANSFERS**

### 12.1 Factors Considered

In cases of promotion, demotion, transfer, layoff and recall, seniority shall apply provided the employee concerned has the qualifications, skill and ability to perform the work.

It is understood and agreed that applications from present employees in the bargaining units will first be considered before any outside applicants are invited or considered by the Employer.

## 12.2 Notice Of Layoff

- (a) There shall be at least three (3) months notice to the Union in the event of a proposed layoff of a permanent or long-term nature, or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.
- (b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with two (2) weeks notice for each year of service to a maximum of twelve (12) weeks, provided the affected employee has more than twelve (12) months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

Years of service for the purpose of this Article shall be calculated from the expected date of layoff.

Such notice will be handed to the employee and an acknowledgement of receipt signed if the employee is at work at the time the notice is ready for delivery. In the alternative it shall be sent by Registered Mail.

An employee on layoff and recalled to a temporary position shall not be entitled to further notice of layoff. However, the anticipated length of the temporary position shall be made known in advance to acceptance.

## 12.3

- (a) In the event of layoff, the Employer shall layoff employees in the reverse order of their seniority, within their classification.

All remaining employees within a classification will be scheduled into the master schedule by slotting into the line held by the next closest senior employee within that classification.

- (b) Any employee subject to layoff shall have the right to either:

- (i) accept the layoff; or
- (ii) displace an employee who has lesser bargaining-unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to layoff can perform the duties of the lower or identical classification without training other than orientation, which will not exceed seven (7) shifts. Such employee so displaced shall be laid off subject to the layoff procedure.

Note: An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding with that of the laid off employee is within 1% of the laid-off employee's straight time hourly wage rate.

If there is no employesto displace, the employee would then be laid off.

- (c) Prior to any new employees being hired within a classification all laid off/displaced employees within that classification will be recalled/transferred back, in reverse order to when laid off.

Employees will be recalled to work in a position which becomes available providing the employee is on the seniority list and is able to do the work.

- (d) All employees displaced by the above procedure shall have a continuous twenty-four (24) months recall rights providing the employee reports to the Employer by written notice once in each twelve (12) months period that the employee is available for recall and desires their name to be retained on the seniority list. The employee shall supply the Union with a copy of such correspondence.
- (e) The laid off employee shall notify the Manager, Norview Lodge of their intent to return to work within five (5) working days after being notified to do so by Registered Mail, addressed to the last address on record with the Home and shall return to work within ten (10) working days after being notified. Such written notification shall state the date and time at which the employee shall report for work. The employee is solely responsible for the proper address being on record with the Home.
- (f) Should the employee fail to notify the Home of their intention to return to work in accordance with the provisions of Article 12.3 (e), the employee shall lose all seniority and be deemed to have quit the employ of the Home.

#### 12.4

In the event of a proposed layoff of a permanent nature, the Employer will, prior to issuing notices to employees, meet with the Union through the Union Committee to review the following:

- (a) the reason causing the layoff;
- (b) the methods of implementation including the areas of cutback and the employees to be laid off;
- (c) identifying and proposing possible alternatives to the Employer's intended action;
- (d) identifying vacant positions within the Employer for which surplus members of the bargaining unit may qualify or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

#### 12.5 Temporary Transfer Up

An employee who is temporarily transferred by a Supervisor to a higher paid classification shall be paid a rate within such higher wage range of at least ten (10) cents per hour, or such lesser amount as is possible, than such employee's regular basic wage for all such hours worked.

#### 12.6 Temporary Transfer Down

An employee who is temporarily transferred by a Supervisor to a lower paid classification shall retain the regular basic wage being received prior to such transfer for all such hours worked.



## 12.7 Elective Transfer

An employee who elects to transfer to:

- (a) a higher paid classification shall be paid a starting rate of the first wage level on the new range which is at least ten (10) cents per hour, or such lesser amount as *is* possible, higher than such employee's former basic rate;
- (b) a lower paid classification shall be paid at the same seniority level on the new range as the employee was paid at on the former range.

## ARTICLE 13 - LOSS OF SENIORITY

### 13.1

Seniority rights shall cease and an employee shall be deprived of any further rights under this Agreement,

- (a) if the employee quits;
  - (b) if the employee is discharged for cause and is not reinstated;
  - (c) if the employee fails to report to work within ten (10) days after being notified to do so by the Home following a layoff, or fails to advise the Home within five (5) working days of the intention to report to work;
  - (d) if the employee is absent from work for more than three (3) consecutive scheduled working days without notifying the Home or without providing a satisfactory reason;
  - (e) if the employee retires or *is* retired under the existing O.M.E.R.S. Pension Plan;
  - (f) if the employee is laid off for a continuous period of twenty-four (24) months calculated from the date of layoff; in accordance with Article 12.3 (d);
  - (g) if the employee is confirmed in any position with this Employer and outside this Bargaining Unit, for a period of six (6) months or more;
  - (h) effective December 23, 1991 any employee currently absent due to sickness or to accident which continues for a period of longer than twenty-four (24) months from that date or any employee who begins an absence due to sickness or accident for a period of longer than twenty-four (24) months subsequent to ratification except:
    - (i) An employee shall retain any rights which such employee then has in use under the long-term disability coverage
- or**
- (ii) in the case of an employee receiving Workers' Compensation.

## **ARTICLE 14 - BEREAVEMENT PAY**

### 14.1

A full-time employee shall be granted three (3) working days leave without loss of pay or benefits in the case of the death of the employee's mother, father, sister, brother, spouse, child, grandchild, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law or daughter-in-law.

A part-time employee may be granted up to three (3) days if scheduled to work between the time of death and the funeral.

## **ARTICLE 15 - LEAVE OF ABSENCE**

### 15.1 Personal Leave Requests

The Employer may grant leave of absence for personal legitimate reasons. An employee desiring leave of absence shall make application in writing on a form approved by the Employer to the immediate Supervisor, and the request shall be dealt with by the Manager, Norview Lodge or designate. Provided such leave will not unduly interfere with the operations of Norview Lodge, such leave shall not be unreasonably withheld. The applicant for leave of absence shall be notified in writing of the decision to grant or not to grant the request within one (1) week of the application.

The foregoing procedure for requesting leave in advance shall not apply to legitimate personal emergencies which could not be arranged in advance, provided the Supervisor is notified prior to leaving.

Except in cases of emergency, vacation time requests will take priority over requests of leaves of absence which extend vacations.

### 15.2 Pregnancy/Parental Leave

Pregnancy/parental leave will be granted in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time and as follows:

- (a) The service requirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks prior to the expected date of birth.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications, pre-mature birth, or the sudden coming into care of an adopted child.
- (c) An employee shall be granted eighteen (18) weeks of unpaid parental leave for each parent who has worked for thirteen (13) weeks. Natural mothers may take parental leave at the end of the pregnancy leave. In addition, and if applicable, if further leave is required by the adoption agency concerned the Employer shall grant a further extension for a period of up to three months.

- (d) All other parents may take parental leave within thirty-five (35) weeks of the child being born or coming into care.
- (e) An employee shall be allowed to commence her pregnancy leave at any time up to seventeen (17) weeks before the expected date of delivery, and shall be seventeen (17) weeks in duration. Such pregnancy leave may be extended to forty-four (44) weeks upon application in writing made at least two (2) weeks prior to the expiration of the leave.
- (f) Parents shall be defined to include adoptive parents and a person in the relationship of some permanence with the natural or adoptive mother or father of the child who intends to treat the child as his or her own.
- (g) After confirmation by the Employment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, an employee who commences a leave as set out above who is in receipt of employment insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits and other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, during which time she shall receive seventy-five percent (75%) of her regular weekly earnings, and receipt by the Employer of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to commencement of the leave times her normal weekly hours.
- (h) During an employee's pregnancy or parental leave the Employer shall continue to make the Employers contributions for all benefits of this agreement unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions, if any.  
  
The employee shall pay in advance the full cost of the employee's portion of the premiums payable during the anticipated period of such leave. Such payment may be made by post-dated cheques, if appropriate. Upon return to work an adjustment will be made to cover any overpayment or underpayment of premium costs.
- (i) Seniority and service credits shall continue to accrue during pregnancy leave or parental leave.
- (j) 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 one (1) 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 parental leave.
- (k) An employee who does not apply for leave of absence under Article 15.2 (b) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence upon providing the Employer, before the expiry of two (2)

weeks after she has 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.

- (l) An employee who intends to resume her employment upon the expiration of the leave of absence shall so advise the Employer when she requests the leave of absence. Upon her return to work following such leave, an employee shall be reinstated to her former job, former shift if designated, classification, and at the rate of pay the employee would be earning if she have worked through the leave should these positions still exist, or to comparable positions if they do not. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (m) 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 their 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.
- (n) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan. The plan is financed by the Employer and separate accounting record of benefits paid from the plan will be kept by the Employer. The Employer will inform in writing, the Canada Employment and Immigration Commission of any changes to the plan within thirty (30) days after the effective date of change.

### 15.3 Leave for Union Functions

The Employer shall grant leave of absence for employees to attend Union conventions, seminars, educational classes and other Union business provided that:

- (a) not more than three (3) employees shall be permitted to leave at any one time;
- (b) no individual leave shall exceed seven (7) working days;
- (c) the total number of days off in any one calendar year shall not exceed twenty (20) working days for this Bargaining Unit.
- (d) employees on Union leave of absence will be paid such leave by the Employer when they are scheduled to work. The Employer will then forward a statement for such wages to the Union office for reimbursement of the stated amount.

### 15.4 Union Office

Upon application by the Union, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union position. It is understood that no more than two (2) employees in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of up to two (2) calendar years from the date of the appointment unless extended for a further specific period by

agreement of the Parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

#### 15.5 Jury Duty

Employees required to attend jury selection and/or serve jury duty shall be paid the difference between what they would have earned for their scheduled shift (without taking into account any shift premium or the like) and the fees received pursuant to the performance of jury duty. This will be effected by employees signing over their jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. Employees are to notify their Supervisor as soon as possible after receipt of notice of selection for jury duty. Employees will come to work during those regularly scheduled hours that they are not required to attend at court.

For part-time employees required to serve on jury duty, this Article applies to days which they are scheduled to work.

#### 15.6 No Work While on Leave

Employees who are on leave of absence will not engage in gainful employment while on such leave and an employee who engages in gainful employment while on such leave of absence forfeits all seniority rights and privileges contained in this Agreement as set out in Article 14.1 unless permission to take such employment was specifically set out in the written leave of absence.

#### 15.7 Education Leave

The Employer may grant an education leave of absence recognizing the employees need for personal development. An employee desiring the leave shall make application in writing to the immediate Supervisor. The employee will be notified in writing of the decision within one (1) week of the application.

### **ARTICLE 16 - BULLETIN BOARDS**

#### 16.1

The Employer will provide at a location in the Home designated by the Employer a bulletin board for exclusive use of the Union on which the Union may post notices having to do with its official business.

## ARTICLE 17 - HOURS OF WORK

### 17.1

(a) Other than Nursing Staff

The normal work day for all full-time employees except Nursing staff shall consist of eight (8) hours of work.

(b) Nursing Staff - Full-Time

The normal work day for full-time nursing staff shall be eight (8) hours. The eight (8) hours includes a one-half (½) hour lunch break. Where the lunch break is interrupted by a Resident call, the break shall be extended for each call for fifteen (15) minutes or the length of the call, whichever is longer, but in no event shall the extension of lunch break time to be longer than thirty (30) minutes.

(c) Hours of Work - Part-Time

All known hours will be scheduled on an equitable basis and seniority will be given preference for call in on a rotating basis, including blocks of time which include more than one (1) shift.

(d) Hours of Work – Part-Time Office and Clerical Employees

The normal work week shall consist of five (5), eight (8) hour days including an unpaid one (1) hour lunch period, Monday to Friday, inclusive. The normal work day shall commence no earlier than 0800 hours and not later than 1700 hours.

The normal work week for the part-time receptionist shall be as determined by the Employer.

(e) All full-time staff except office and maintenance will be required to work one (1) full weekend per month and a maximum of two (2) weekends per month except in months which have five (5) weekends, such staff depending on the regular schedule, may be required to work a maximum of three (3).

Part-time staff will be scheduled at least one (1) weekend off per month except in extenuating circumstances. Employees may consent to work more weekends than are provided for in this clause.

(f) The Employer will post schedules at least four (4) weeks prior to the applicable period except in extenuating circumstances and such schedules will remain posted for the duration of the schedule.

### 17.2 Normal Schedule

(a) Except as applicable to Nursing Staff in Articles 17.1 and 17.3 and Office and Clerical employees in Article 17.1 (d), the normal work week for full-time employees shall average forty hours and work schedules shall be mutually agreed upon between the Parties.

- (b) Once a schedule is posted, changes, other than errors, may be made only as a result of switching or by mutual agreement between the employee and the Supervisor or designate.

### 17.3 Overtime

#### (a) Full-Time and Part-Time Service Employees

An employee shall be paid at the rate of time and one-half (1%) for all work over the normal work day, or over ten (10) such normal work days in a bi-weekly pay period. A normal work day is set out in Article 17.1, Sections (a) and (b).

Overtime for a full shift shall be assigned on a seniority basis.

#### (b) Office and Clerical Employees

Time and one-half (1%) the employee's regular straight time rate of pay shall be paid for work beyond the normal seven (7) hours or average thirty-five (35) hours scheduled time, and for all hours worked on Saturday and Sunday. The Employer does not guarantee to provide employment or work for normal hours or for any other hours.

### 17.4 Lieu-Time Off - Office/Clerical, Storekeeper, Activities and Maintenance Employees

Time off with pay in lieu of overtime pay for Office/Clerical, Storekeeper, Activities and Maintenance employees will be at the option of the employee and such time off shall equal the overtime pay. Scheduling of such time off shall be by mutual agreement between the employee and the Supervisor.

Lieu time that has not been taken by March 31<sup>st</sup> of the year following the year in which such time is earned shall be paid out.

### 17.5 Reporting Pay

Full-time employees who report for work on any shift for which they are scheduled and for which they have not been notified not to report will be guaranteed at least four (4) hours pay.

Part-time employees who are scheduled to work a full shift and report to work in any such shift for which they have not been notified not to report will be guaranteed at least four (4) hours pay.

Where such employee is scheduled for less than a full shift, and qualifies for reporting pay, the amount of reporting pay shall be calculated as a proportion of the maximum four (4) hours allowable in the ratio that the hours for which such employee was scheduled constitute a proportion of a full eight (8) hours shift.

### 17.6 Call-Back Pay

- (a) A Full-time employee who is called back to perform emergency work after completing the normal daily shift and after having left the Home shall be paid for a minimum of three (3) hours pay at time and-one-half (1%) the employee's regular rate of pay.

- (b) A part-time employee who is called back to perform emergency work after completing a regular shift of not less than eight (8) hours, and after having left the Home, shall be paid a minimum of three (3) hours pay at time and one-half (1%) the employees' regular rate of pay. Where the employee is so called back after completing a regular shift of less than eight (8) hours, the three (3) hours call back pay shall be calculated at the employee's regular rate of pay.
- (c) Facilities Maintenance Mechanics and Facilities Systems Technicians shall receive \$1.50 per hour for all hours they are on call, as assigned by the Employer. Assigned on-call duty may be exchanged with another qualified Facilities Maintenance Mechanic and Facilities Systems Technician upon prior authorization of the Supervisor / designate. The normal hours in which an employee will be on call shall be 2030 hours to 0600 hours Monday to Friday; and Friday 2030 hours to Monday 0600 hours.

#### 17.7 Exchange of Shifts

Employees who wish to exchange shifts with other appropriately qualified employees in the employ of the Employer, shall submit, on the appropriate written form to their Supervisor forty-eight (48) hours in advance of the proposed exchange. Full-time employees may only exchange shifts of equal hours, except in exceptional circumstances, as approved by the Employer.

The Supervisor's approval shall not be unreasonably denied. The Employer shall not be responsible for overtime claims or other premium rates that arise as a result of the exchange of shifts.

#### 17.8 Shift Differential

An employee will be paid a shift premium of fifty (50) cents per hour for each hour worked, when the majority of such hours that are worked fall between 1500 and 0800 hours the following day.

#### 17.9 Date of Shift

The date of a scheduled shift shall be the day upon which the majority of the hours of that shift are worked.

#### 17.10

An employee called into work within one-half hour of the start of the shift and who reports within one hour of the call shall be paid for the whole shift.

#### 17.11 Weekend Premium

An employee will be paid a shift premium of twenty-five (.25¢) cents per hour for each hour worked between 23:00 hours Friday and 23:00 hours Sunday.

#### 17.12 Daylight Savings Time

Employees who work on the shift when clocks are adjusted for the purposes of daylight savings time shall be paid for the actual number of hours worked. Overtime premium, where applicable, shall be paid as outlined in Article 17.3.



## ARTICLE 18 - REST PERIOD

### 18.1

All employees will be allowed a maximum period of fifteen (15) minutes each for each full half or major fraction thereof of a normal work day, as set out in Article 17.1, without reduction in pay and without increasing the regular working hours.

## ARTICLE 19 - RECOGNIZED HOLIDAYS

### 19.1 List of Holidays

The following holidays shall be Recognized Holidays with pay for all employees with seniority:

New Year's Day	Civic Holiday
February 14 <sup>th</sup>	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

### 19.2 Pay for Working on a Holiday

- (a) Full-time employees required to work on a Recognized Holiday shall, at the option of the Employer, receive either:
- (i) pay at the rate of time and one-half (1%) the employee's regular rate for work performed on such holiday, in addition to the employee's regular pay; or
  - (ii) pay at the rate of time and one-half (1%) the employee's regular rate for work performed on such holiday and an alternative day off either thirty days before or thirty days following the holiday. Such alternative day off will be mutually agreed upon between the Employer and employee.
- (b) Part-time employees who are required to work on a Recognized Holiday shall receive pay at the rate of two and one-half (2%) time the employee's hourly rate for work performed on such holiday.

### 19.3 Holiday Falling on Regular Day Off

If one of the above named holidays occurs on an employee's regular day off, or during such employee's vacation period, the employee will receive an additional day off in lieu thereof and such day may be granted consecutive with the vacation period.

### 19.4 To Qualify for Holiday

- (a) In order to qualify for payment for the above named holidays, an employee must work their regular working day preceding and their regular working day immediately

following the holiday or the day granted in lieu except where absent due to proven illness or other reasonable cause, as determined by the Employer.

- (b) Holiday pay for those part-time employees who do not work on a Recognized Holiday shall be calculated on the following basis:
- (i) Number of hours worked in a four **(4)** week period immediately preceding the Holiday to a  
$$\frac{\text{maximum of ninety-six (96) hours}}{96}$$
  - (ii) times **(X)** the employee's hourly rate of pay
  - (iii) times **(X)** eight (8) hours.

#### 19.5 Accumulating Holidays

A Full-time employee may accumulate up to five Recognized Holidays in the year from February 1st of the current calendar year to January 31st of the year which follows. Such accumulation is permitted, subject to the following conditions:

- (a) The maximum permitted to schedule such lieu time at any identical time will be twenty percent (20%) of any classification, and the minimum will be one (1) such employee.
- (b) Such election must be made prior to January 31st in any calendar year.
- (c) When more than the twenty (20%) percent maximum in any classification request that they be permitted to accumulate, seniority shall be the determining factor.
- (d) An employee who is granted such up to five (5) accumulated holidays as set out herein must submit their request to the Employer of the date upon which such days will be taken in lieu by May 1st of that calendar year to permit the Employer sufficient time to arrange for adequate scheduling and staffing, or the right to so schedule will be lost and the Employer will schedule the up to five (5) days.

Accumulated holidays will not be taken between December the 18th and January the 8<sup>th</sup>.

- (e) The up to five (5) days selected must predate the first date which is to be taken in lieu as set out in subsection (d) above.
- (f) Subject to the limitations contained in sub-sections (a) and (b) consideration may be given to allow an employee who previously qualified under the terms of this Article, to accumulate up to five (5) Recognized Holidays in the current year.
- (g) Employees may exercise their seniority rights once every three (3) years. In cases where twenty percent (20%) in any classification do not express interest, participation will be opened to other employees within the classification on a seniority basis. Such participation shall in no case exceed twenty percent (20%).

19.6 Christmas Day or New Year's Day Off

The Employer guarantees, where possible, that employees will be granted either Christmas Day or New Year's Day off on the day that such holiday falls.

In the case of part-time employees, this applies to such employees that are regularly scheduled. This Article will be applied in consideration of Article 17.9.

**ARTICLE 20 - VACATIONS**

20.1 Vacation Year for Computation

For the purpose of calculating and scheduling vacation and eligibility, the vacation year shall be from June 1<sup>st</sup> until May 31<sup>st</sup> and vacation shall be scheduled from Sunday to Saturday.

20.2 Less Than One Year of Continuous Service

Full-time employees with less than one (1) year's continuous service as of May 31<sup>st</sup> in any year shall be entitled to a vacation with pay in accordance with the Employment Standards Act.

20.3 Two (2) Weeks' Vacation

Full-time employees on the active payroll with one (1) full year's continuous service as at May 31<sup>st</sup> in any year shall be entitled to two (2) week's vacation with pay calculated at the rate of two (2) weeks normal earnings.

20.4 Three (3) Weeks' Vacation

Subject to what is contained in Articles 20.9 and 20.10, full-time employees on the active payroll with three (3) full years' continuous service as at May 31<sup>st</sup> in any year shall be entitled to three (3) week's vacation with pay calculated at the rate of three (3) weeks normal earnings.

20.5 Four (4) Weeks' Vacation

Subject to what is contained in Article 20.9 and 20.10, full-time employees on the active payroll with eight (**8**) full years' continuous service as at May 31<sup>st</sup> in any year shall be entitled to four (**4**) week's vacation with pay calculated at the rate of four (**4**) weeks normal earnings.

20.6 Five (5) Weeks' Vacation

Full-time employees on the active payroll with fifteen (15) full years' continuous service as at May 31<sup>st</sup> in any year shall be entitled to five (5) weeks vacation with pay calculated at the rate of five (5) weeks normal earnings.

20.7 Six (6) Weeks' Vacation

Full-time employees on the active payroll with twenty-five (25) full years' continuous service as at May 31<sup>st</sup> in any year shall be entitled to six (6) weeks, vacation with pay calculated at the rate of six (6) weeks' normal earnings.

## 20.8 Vacation Pay - Part-Time Employees

Part-time employees employed as of September 25, 2001 shall be paid vacation pay based on a percentage of earnings earned in the year up to and including May 31st of the vacation year according to the following formula:

From start of employment	4% of earnings
After three (3) years of employment	6% of earnings
After eight (8) years of employment	8% of earnings
After fifteen (15) years of employment	10% of earnings
After twenty-five (25) years of employment	12% of earnings

Part-time employees hired on or after the September 25, 2001 shall be paid vacation pay based on a percentage of earnings earned in the year up to and including May 31st of the vacation year according to the following formula:

From start of employment	4% of earnings
After 5760 hours worked	6% of earnings
After 15360 hours worked	8% of earnings
After 28800 hours worked	10% of earnings
After 48000 hours worked	12% of earnings

## 20.9 Vacation Schedules

Vacation time will be granted on a Department seniority basis and vacation schedules shall be posted no later than May 1st of each year, provided that requests for vacation are received no later than March 15th of the same year.

## 20.10 Vacation Pay

Full-time employees will receive their vacation pay (i.e. pay cheque) before noon, on the last regular banking day or working day, whichever occurs first, preceding the start of their vacation period when a pay day falls during such vacation period. Such vacation pay will be computed at the current regular rate of pay.

## 20.11 Deductions for Absence

- (a) Where a full-time employee is laid off or is granted leave of absence without pay, including absences due to illness without pay, for any period of two months or more, such employee's vacation pay (not vacation time) entitlement for the year in which the leave, lay off or unpaid illness occurs will be reduced on the basis of one-twelfth for each full calendar month's absence, calculated to the nearest half day.
- (b) The Employer shall continue to contribute to all benefit plans for the first month when:
  - (i) an employee is on lay off;
  - (ii) an employee is on personal leave of absence.

(c) The Employer shall continue to contribute to all benefit plans for the first three months when:

(i) an employee is on paid sick leave or absent due to illness.

#### 20.12 Deductions for Cost

Full-time employees who leave the employ of the Employer and have unused vacation credits, shall receive vacation pay for said credits in accordance with the applicable vacation pay for the year in which the credits were earned.

Part-time employees who leave the employ of the Employer shall receive vacation pay in accordance with the applicable vacation pay for the year as outlined in Article 20.8.

#### 20.13 Overpayment of Vacation

Where full-time employees have taken their vacation, and as a result of subsequent termination, leave of absence, or any other reason have received more vacation pay than they are properly entitled to under the terms of this Agreement, the Employer shall deduct such overpayment from the employee's pay cheques.

#### 20.14 Vacations Upon Termination

Full-time employees with more than one (1) full year of continuous service who leave the employ of the Employer and have unused vacation credits, shall receive vacation pay for said credits in accordance with the applicable vacation **pay** for the year in which the credits were earned.

Part-time employees will receive vacation pay in accordance with the applicable vacation pay for the year.

#### 20.15 Splitting Vacation

Employees, where mutually agreed, have the option of splitting their vacation entitlement. Such requests will not be unreasonably denied. Notwithstanding this right, employees must still work one (1) weekend per month unless the relief staff situation permits otherwise.

#### 20.16

Employees hired on or after September 25, 2001 who are transferring from part-time to full-time status shall have their full years continuous service and thereby their vacation entitlement calculated by dividing the actual hours worked by 1920 hours. Employees transferring from full-time to part-time status shall use their date of hire to determine their vacation entitlement.

### **ARTICLE 21 -WAGES**

#### 21.1

The Employer agrees to pay, and the Union agrees to accept, the wages set out in Schedules "A" attached hereto and forming part of this Agreement.

## 21.2 Pay Days

The Employer agrees that wages shall be paid every second Thursday.

## **ARTICLE 22 - CONTRACTING OUT**

### 22.1 Contracting Out

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, except that the Employer shall have the right to contract out work in the areas of security, outside grounds maintenance and snow removal. It is acknowledged that this clause will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

### 22.2 Technological Change

The Employer agrees to notify the Union in advance of any technological changes or reductions in staff the Employer has decided to introduce which will affect employees in the bargaining unit.

The Employer also agrees to discuss these changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

## **ARTICLE 23 - SICK LEAVE**

### 23.1 Credits Per Month of Service

Full-time employees, upon successful completion of the probationary period shall be credited with one and one-half (1½) days sick leave for each month of service, such leave to be cumulative to two hundred and twenty-five (225) days.

Accumulated sick leave credits may be utilized for the purpose of attending medical / specialist appointments i.e. oral surgeons, ophthalmologists, medical practitioners, subject to the approval of the Manager / designate.

### 23.2 Credits Equate to Working Time

A full-time employee shall not accumulate sick leave credits in any calendar month where he/she has been absent for more than fifteen (15) days.

### 23.3 Charging Sick Leave

Full-time employees losing working time as a result of bona fide illness will have such lost time charged against their sick leave credits to the nearest one-quarter (1/4) hour.

### 23.4 Proof of Illness or Inability to Work

#### Doctor's Certificate

If an employee is absent due to illness:

- (a) for three (3) but less than thirty (30) consecutive days, such employee shall be required, upon request by the Employer, to submit the Norfolk County's Medical Certificate of Disability and/or Return to Work form or a certificate completed by a medical professional, as approved by the Employer, certifying inability to work and the nature of such illness.
- (b) for thirty (30) or more consecutive days, such employee shall be required to submit the Norfolk County's Medical Certificate of Disability and/or Return to Work form completed by a medical professional, as approved by the Employer, certifying inability to work and the nature of such illness. An employee shall not be entitled to receive paid sick leave in that month without furnishing such certificate(s) and so on from month to month in the event the employee's illness extends from one (1) month to the next month.

### 23.5 Repetitive Illnesses

After an employee has had three (3) periods of sick leave of three (3) days or less within a calendar year, the Employer may refuse to pay for the fourth (4th) or subsequent period of sick leave, notwithstanding that the employee has accumulated sick leave credits. It is understood that this provision is an endeavour to eliminate abuse of sick leave and is in addition to any other disciplinary action which the Employer may deem fit to invoke. The refusal of the Employer to pay for the fourth (4th) or subsequent period of sick leave may be the subject of a grievance.

### 23.6 Termination Gratuity

Where a full-time employee, or a part-time employee who was formerly a full-time employee, having more than five (5) years' consecutive service ceases to be employed by the Home there shall be paid to them or to their personal representative, or failing a personal representative to such other person as the committee of management may determine an amount computed on the basis of their rate of pay at the date of leaving the employ of the Home for a period equal to fifty (50%) percent of the value of their sick leave credits but the amount shall not exceed **six** (6) months' pay. Any employee discharged from employment with the Home for just cause and such discharge is not reversed through subsequent proceedings shall lose and forfeit all benefits under the sick leave provisions.

- (a) Such payment will not be made to an employee who became an employee after December 23, 1991.

### 23.7 Statement of Credits

A statement of sick leave credits to an employee shall be included in the pay statement of each employee within three (3) pay periods following December 31st of each year.

### 23.8 Payment for Certificates

An employee who is required to have a medical examination and/or produce a doctor's certificate pursuant to this Agreement or Provincial regulations shall be reimbursed by the Employer for such expense upon producing a proper receipt.

## **ARTICLE 24 - HEALTH AND WELFARE**

### **24.1 Employer Health Tax**

The Employer agrees to pay one hundred (100%) percent of the Employer Health Tax as per the current legislation or as amended.

### **24.2 Group Life Insurance**

The Employer shall pay one hundred (100%) percent of the premium cost of a Group Life Insurance Plan providing for one and one-half (1%) times annual salary in coverage, and including double indemnity for accidental death and dismemberment of all full-time employees.

### **24.3 Extended Health Plan**

The Employer shall pay one hundred (100%) percent of the monthly premium of the Green Shield Extended Health Care Plan (\$10.00 and \$20.00 deductible) or its equivalent for all full-time employees. Such plan shall also include Vision Care of \$150.00 every twenty-four (24) months.

Such plan will include a Hearing Aid Benefit/Life Time Maximum of three hundred (\$300) dollars.

#### **1. Long Term Disability Plan - Full time employees**

All full-time employees shall participate in the Long Term Disability Plan currently in force. The Employer shall pay one hundred percent (100%) of premium for such insurance. The current coverage is (60%) of monthly earnings to a maximum of one thousand seven hundred and seventy-nine (\$1,779) per month.

These Long Term Disability Benefits cease the earlier of;

- (a) the date the employee reaches the normal retirement age, or;
- (b) the date upon which the employee qualifies for early retirement with unreduced pension benefits as per the O.M.E.R.S. provisions.

### **24.5 Dental Plan**

The Green Shield Canada Dental Plan with a current O.D.A. will be available to all full-time employees and the Employer will pay one hundred (100%) percent of the premium cost for said plan.

### **24.6 When Benefits Available**

The Benefit Plans set out in this Article will be available to employees upon successful completion of the Probationary Period as set out in Article 10.1 of this Agreement.



#### 24.7 Percent In Lieu of Benefits

Part-time employees, coming within the scope of this Agreement shall receive thirteen and one-half percent (13.5%) per hour, for each hour worked in lieu of sick leave and health and welfare benefit plans, following successful completion of the Probationary period.

#### 24.8

An employee is required to provide sufficient notice to the Home where a change is required to be made to:

- (a) benefit coverage, entitlement or exemption status;
- (b) residence, telephone, marital or dependents status.

The Employer will make the necessary change upon receipt of the written notice or the requested effective date, whichever is later, but in no case, shall the effect of the change be retroactive.

### **ARTICLE 25 - UNIFORMS**

#### 25. I

The Employer shall provide a \$100.00 uniform allowance to permanent full-time employees and a \$50.00 uniform allowance to permanent part-time employees (with the exception of activities, receptionist and unit clerk who shall not be entitled to such allowance). These amounts are per calendar year and are payable every six months.

During pregnancy, employees will be allowed, at their request, to wear more suitable uniforms.

### **ARTICLE 26 – JOB CLASSIFICATIONS/ JOB DESCRIPTIONS**

#### 26.1

Current job descriptions shall continue to be the official job descriptions of classifications within the bargaining unit. The Union acknowledges the Employer's right to amend these job descriptions from time to time as set out in this Agreement after discussion with the Union.

#### 26.2

In the event that the Employer establishes a new job classification, the Employer shall set a wage rate and notify the Union. Unless written notice or objection thereto by the Union is given to the Employer within ten (10) working days after such notice; such wage rates shall be considered as approved.

#### 26.3

Should the Union object to the interim rate, it shall so notify the Employer, outlining its reasons therefore, and the Parties shall then meet for the purpose of developing a mutually agreeable rate. Should the Parties be unable to agree upon a rate within ten (10) working days the matter

may be referred by either party to arbitration, for final determination in accordance with the arbitration procedure of this agreement.

#### 26.4

An employee permanently transferred to another job is given a one calendar month trial period effective the date of transfer to the new classification. The trial period may be extended by mutual consent of the Parties. The purpose of this trial period is to allow the employee an opportunity to assess the job as well as to allow the Home to assess the employee's suitability for the job. At any time during the trial period should the employee desire to return to his/her former job or should the Home not be satisfied with the employee's performance, the employee is transferred back to his/her former job at this former rate of pay, without loss of seniority. It is understood that this procedure does not prevent the employee or the Home from lodging a grievance.

### **ARTICLE 27 – VACANCY POSTING**

#### 27.1 Posting Procedure

The Employer will post all initial vacancies and/or new jobs occurring as a result of death, retirement, resignation, promotion, demotion, transfer or termination of employment and the first and second vacancy only created as a result of filling of the initial vacancy, on the Union bulletin board. Such notices shall remain posted for a period of five (5) working days. The notices shall be posted on the first day after the vacancy or new job occurs. Such vacancies shall be filled in accordance with the terms as prescribed in Article 12.1.

The name of the successful applicant will be posted on the Union Bulletin Board. A copy of the job posting and notification of the successful applicant will be provided to the Chairperson.

If the position is not filled within four (4) months, the position will be re-posted prior to hiring outside applicants.

#### 27.2 Notification

Employees will be advised in writing of the disposition of their applications and the name of the successful applicant.

#### 27.3 Temporary Vacancies

Full-time vacancies which are not expected to exceed thirty (30) days may be filled at the discretion of the Employer. In filling such vacancies, consideration shall be given to regular part-time employees in the bargaining unit on the basis of seniority who are qualified to perform the work in question.

Vacancies caused due to illness, accident, leave of absence (including pregnancy/parental) which will not exceed six (6) months, or forty-four (44) weeks in the case of pregnancy/parental leave, will be posted or filled in an approach mutually agreed upon by the Parties. In filling such vacancies, when posted, the position shall be given to the regular part-time employee currently within the classification on the basis of seniority prior to considering applicants outside of the classification. For the purposes of this Article, seniority may be exercised only once in twenty-four (24) months, except in instances where no other bargaining unit members apply. The

twenty-four (24) month period shall commence on the start date of the original temporary position.

Part-time employees will retain their part-time status while filling such vacancies.

## **ARTICLE 28 - GENERAL (Office and Clerical Employees Only)**

### 28.1

Due to the nature of the operation, the office will not normally be closed. Employees who cannot reach their place of employment due to weather conditions or wish to leave shall on concurrence with their Department Head be allowed to do so. Such absence shall automate an equivalent wage reduction. Loss in accumulation of vacation or statutory holiday entitlement is available to equal the wage deduction on concurrence of the Department Head.

## **ARTICLE 29 - HEALTH AND SAFETY**

### 29.1

The Employer and the Union recognize that only through collective efforts and co-operation can an effective Health and Safety program be realized. Such program will recognize the employees right to standards of safety and health in the workplace.

### 29.2

It is the responsibility of the Employer to insure processes are in place which will enable free and open exchanges of ideas and information on Health and Safety.

### 29.3

It is agreed that a Health and Safety Committee, composed of at least fifty percent (50%) labour representation with a minimum of two (2) selected or appointed by Local 1.0n, shall be the primary vehicle through which Health and Safety issues in the work place are dealt. The Parties agree that the Occupational Health and Safety Act will be deemed a part of this agreement and the Health and Safety Committee **will** be respected and supported by both Parties.

### 29.4

Meetings of the Joint Health and Safety Committee shall be held every month or more frequently, if deemed required by a joint recommendation of the Union and management co-chairs.

### 29.5

Minutes shall be taken of all meetings and copies will be sent to the Employer and the Union Chairperson.

29.6

The Parties agree that the Committee shall have specific operational guidelines, the contents of which must be approved by both Parties to this Agreement.

29.7

The Parties agree that time spent in Committee work will be considered a highly important part of the workers job and all time spent in committee activities, including prescribed preparation time, shall be paid at the applicable hourly rate.

29.8

One (1) employee representative will participate in worker certification training. Apart from worker certification training, worker and management members training requirements will be based on the recommendations of the committee to the Employer.

29.9

Such Committee shall identify potential dangers and hazards, suggest means of improving Health and Safety Programs and recommend actions to be taken to improve conditions related to safety and health. The Employer will respond in writing within the time limitations as outlined in the legislation to any formal recommendation of the Joint Health and Safety Committee.

## **ARTICLE 30 - WORKPLACE SAFETY AND INSURANCE/MODIFIED WORK**

30.1

The Employer agrees to abide by the Workplace Safety and Insurance Act and the Human Rights Code including the re-instatement provisions.

30.2

The Employer agrees to supply to the employee upon request, a copy of the Workplace Safety and Insurance Board's Form 7. The employee shall be given an opportunity to meet with the Employer to discuss and amend, if necessary, any errors or omissions found on the Form 7.

30.3

The Employer and the Union recognize that from time to time individual workers may have special needs that require special modification of work and/or physical accommodation within the workplace. The Employer and the Union will thereby endeavour to find co-operative solutions to workplace and/or contractual barriers to workers with special needs.

30.4

The Employer agrees to establish a Re-instatement Committee comprised of joint Union and Employer representation to review the needs of injured/disabled workers in the bargaining unit in the context of employment opportunities, modification of work, and the Collective Agreement and to recommend to the Employer methods for overcoming physical barriers to the re-instatement of workers. The Employer and the Union agree that all jobs listed in Schedule " A

of the Collective Agreement or any subsequent jobs that may be subsequently added to that list, may, with the recommendation of the Committee, and with the agreement of both Parties, be offered directly to qualified employees who are unable to return to their regular jobs due to permanent injury/disability as required by the Workplace and Safety Insurance Act.

### 30.5

Should any new **jobs** be established, resulting from the recommendations of this Committee, the pay scale shall be negotiated by the Parties.

### 30.6

The Employer shall advise the Union when it receives notice of a workers ability to return to either regular duties, comparable work or suitable work.

### 30.7 Workplace Safety and Insurance Supplement

If a claim for Workplace Safety and Insurance Benefits is made by the Employer on behalf of an employee, said employee may, in return for turning over all monies received for said compensation, elect to receive full salary from the employee's accumulated sick bank until such time as the claim is adjudicated in the employee's favour. At such time, the employee will be entitled to assign the Workplace Safety and Insurance benefits to the Employer in exchange for bi-weekly advances equivalent to the Workplace Safety and Insurance entitlement. In addition, the qualifying employee will be entitled to full restoration of the sick bank to the pre-accident amount.

## **ARTICLE 31 - TERMINATION AND RETROACTIVITY**

### 31.1 Duration of this Agreement

This Agreement shall continue in effect until the 31st day of December 2006 and shall continue in effect automatically thereafter, during annual periods of one year each, unless either party notifies the other in writing between 120 and 30 days prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

### 31.2 Retroactivity

The retroactive payment shall be made by separate fully itemized cheque to the employee so entitled within sixty (60) days of the date of the arbitration award/settlement. If the Employer has not paid the retroactive payments to present employees within sixty (60) days of the date of the arbitration award/settlement, interest shall be paid at the current bank rate on the total amount of the retroactive payment.

Any employee who has terminated their employment prior to the signing of this Collective Agreement shall have a period of sixty (60) days only from the date of the execution of the Collective Agreement in which to claim from the Employer any adjustments to the remuneration. The Employer has a period of sixty (60) days, from the date of the execution of the Collective Agreement, in which to notify the employee of any adjustments to the remuneration.

31.3 Commencement of Negotiations

In the event of such notification being as to the amendment of the Agreement negotiations between the Parties shall begin within fifteen (15) days following such notification.

31.4 Extending Agreement

If, pursuant to such negotiations, an Agreement on the renewal or amendment of this Agreement is not reached prior to the current expiry date, this Agreement shall be automatically extended until consummation of a new Agreement or completion of the Conciliation proceedings prescribed under The Ontario Labour Relations Act, as amended and The Ontario Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.

31.5 Termination and Retroactivity

The Employer shall arrange for the preparation and distribution of sufficient copies of this Agreement. The costs associated with the printing of the Agreements shall be shared equally by the Parties.

**ARTICLE 32 - RESIGNATION PROCEDURE**

32.1

An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until one working day has elapsed from the time of the submission of the resignation, at which time it shall become final. Wherever possible, such written notice of resignation shall provide for not less than two (2) week's advance notice.

Signed at Norfolk County Ontario, this 12 day of October, 2006.

FOR THE UNION:

FOR THE EMPLOYER:

Mary Hemeryck

John Lalor  
Mayor

Brenda Snider

Beverly Wood  
Clerk/Manager of Council Services

Signature Society  
Rob West

## SCHEDULE " A

Service Employees International Union, Local 1.0n

Full-time and Part-time Service Workers					
		Hourly Rates and Classifications			
Classification	Effective Date	Start	After 1 Year 1920 Hrs	After 2 Years 3840 Hrs	After 3 Years 5760 Hrs
Activities/Crafts Assistant	January 1, 2003	16.044	16.180	16.369	16.614
	January 1, 2004	16.365	16.504	16.696	16.946
	January 1, 2005	16.692	16.834	17.030	17.285
	January 1, 2006	17.109	17.255	17.456	17.717
Adjuvant	January 1, 2003	16.268	16.435	16.614	16.769
	January 1, 2004	16.593	16.764	16.946	17.104
	January 1, 2005	16.925	17.099	17.285	17.446
	January 1, 2006	17.348	17.526	17.717	17.882
Health Care Aide, Nurse Aide, P.S.W.	January 1, 2003	16.242	16.410	16.665	16.989
	January 1, 2004	17.328	17.499	17.759	18.090
	January 1, 2005	17.675	17.849	18.114	18.452
	January 1, 2006	18.117	18.295	18.567	18.913
Facilities Maintenance Mechanic	January 1, 2003	16.044	16.180	16.369	16.614
	January 1, 2004	16.365	16.504	16.696	16.946
	January 1, 2005	16.692	16.834	17.030	17.285
	January 1, 2006	17.109	17.255	17.456	17.717
Facilities Systems Technician	January 1, 2003	19.418	19.553	19.743	19.988
	January 1, 2004	19.806	19.944	20.138	20.388
	January 1, 2005	20.202	20.343	20.541	20.796
	January 1, 2006	20.707	20.852	21.055	21.316
Unit Clerk	January 1, 2003	14.997		16.346	
	January 1, 2004	15.297		16.673	
	January 1, 2005	15.603		17.006	
	January 1, 2006	15.993		17.431	
Receptionist	January 1, 2003	14.997		16.346	
	January 1, 2004	15.297		16.673	
	January 1, 2005	15.603		17.006	
	January 1, 2006	15.993		17.431	
Cook	January 1, 2003	16.286	16.454	16.665	16.989
	January 1, 2004	17.373	17.544	17.759	18.090
	January 1, 2005	17.720	17.895	18.114	18.452
	January 1, 2006	18.163	18.342	18.567	18.913
Dietary, Housekeeping/ Laundry Aide	January 1, 2003	15.800	15.956	16.111	16.268
	January 1, 2004	16.116	16.275	16.433	16.593
	January 1, 2005	16.438	16.601	16.762	16.925
	January 1, 2006	16.849	17.016	17.181	17.348
Storekeeper	January 1, 2003	16.122	16.278	16.435	16.614
	January 1, 2004	16.444	16.604	16.764	16.946
	January 1, 2005	16.773	16.936	17.099	17.285
	January 1, 2006	17.192	17.359	17.526	17.717
Registered Practical Nurse	January 1, 2003	17.047	17.212	17.482	17.838
	January 1, 2004	19.581	19.749	20.025	20.388
	January 1, 2005	19.973	20.144	20.426	20.796
	January 1, 2006	20.472	20.648	20.937	21.316

**Probationary employees for each classification will be paid \$1.00 less per hour.**



LETTER OF UNDERSTANDING

Between

The Corporation of Norfolk County  
Norview Lodge  
(The "Employer")

-and-

Service Employees International Union, Local 1.0n  
(Representing the Full-time and Part-time Service Workers and Office  
and Clerical Workers)  
(The "Union")

It is agreed between the Corporation of Norfolk County (Norview Lodge) and Service Employees international Union, Local 1.0n, (Full-time and Part-time employees) that:

- 1) the monetary settlement agreed to is deemed to have included any Employment Insurance Commission rebate the employees' would otherwise receive;
- 2) present parking facilities shall remain unchanged for the duration of this Agreement;

Signed at Norfolk County, Ontario, this 12 day of October, 2006.

FOR THE UNION:

FOR THE EMPLOYER:

Mary Hemenyck

Kate Kalmbach  
Mayor

Brenda Snider

Beverly Oldred  
Clerk/Manager of Council Services

Robert West





**LETTER OF UNDERSTANDING**

Between

The Corporation of Norfolk County  
Norview Lodge  
(The "Employer")

-and-

Service Employees International Union, Local 1.0n  
(Representing the Full-time and Part-time Service Workers and Office  
and Clerical Workers)  
(The "Union")

The Union agrees to meet with the Employer during the term of this Collective Agreement to discuss proposals for an alternate sick leave plan to be implemented for SEIU Local 1.0n members. Any changes to the current Collective Agreement shall be ratified by the parties prior to the implementation of any changes.

Signed at Norfolk County Ontario, this 12 day of October, 2006.

FOR THE UNION:

Mary Demeyck  
Brenda Snider  
Debra J. [unclear]  
Rob West

FOR THE EMPLOYER:

Mike Lambert  
Mayor  
Beverly D. Wood  
Clerk/Manager of Council Services



LETTER OF UNDERSTANDING

Between

The Corporation of Norfolk County  
Norview Lodge  
(The "Employer")

-and-

Service Employees International Union, Local 1.0n  
(Representing the Full-time and Part-time Service Workers and Office  
and Clerical Workers)  
(The "Union")

Pay Equity Maintenance

The Parties agree that they shall commence meeting within two (2) months of the ratification of the collective agreement for the purpose of negotiating a Pay Equity Maintenance process.

Signed at Norfolk County, Ontario, this 12 day of October, 2006.

FOR THE UNION:

Mary Demeyzel  
Brenda Snider  
Debra J. Smith  
Robert

FOR THE EMPLOYER:

John Lalumel  
Mayor  
Beverly D Wood  
Clerk/Manager of Council Services

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