

AGREEMENT

Between

**ALGOMA DISTRICT HOMES
(Algoma Manor - Thessalon &
F.J. Davey Home - Sault Ste Marie**

-and-

**LOCAL NO. 3695
CANADIAN UNION OF PUBLIC EMPLOYEES**



April 1, 2000 to March 31, 2003

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ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is:

- (1) to promote and maintain an harmonious relationship and to provide mechanisms for the settlement of disputes between the parties.
- (2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment as outlined in this collective agreement.
- (3) to encourage efficiency in operation and high quality of service to residents.
- (4) to promote the morale, well being, and security of the employees.

ARTICLE 2 - APPLICATION AND DEFINITIONS

2.01 Application

This agreement shall generally apply to all full-time, part-time and relief employees outlined in Article 3, at F.J. Davey Home and at Algoma Manor. For the purposes of the application of seniority, job posting, layoff, and committees, employees at F.J. Davey Home shall be treated as separate and distinct from Algoma Manor unless this agreement provides otherwise. Therefore, each Home shall maintain separate seniority lists, and committees, which shall not have jurisdiction or application in the other Home.

2.02 Definitions

- (a) A full-time employee shall be defined as employees who are regularly scheduled to work sixty (60) or more hours in a pay period.
- (b) A regular part-time employee shall be defined as an employee in respect of whom there is a regular schedule of less than sixty

(60) hours in a pay period, and who is expected to be available to work a minimum of twenty-two and one-half (22 1/2) hours per week.

(c) A relief employee shall be an employee in respect of whom there are no regularly scheduled shifts, who is available to work on a call in basis.

(d) Home shall mean the F.J. Davey Home or the Algoma Manor.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3695 as the sole and exclusive bargaining agent for all employees of Algoma District Homes for the Aged - Thessalon at the Town of Thessalon, in the District of Algoma, and all employees of the F.J. Davey Home in the City of Sault Ste. Marie save and except supervisors, persons above the rank of supervisor, office staff, Registered and Graduate nurses, Social Worker and students employed during the school break periods.

It is also agreed that the current incumbents in the following positions are excluded at the F.J. Davey Home: Adjuvant and Activity Coordinators.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on jobs which are in the bargaining unit to the extent that bargaining unit employees are laid off, and it is further agreed that all work or services performed by the employees shall not be contracted out to the extent that bargaining unit employees are laid off or lose work.

- 3.03 No contract, written or oral, shall be entered into between an employee(s) and the Employer, or any of its duly authorized representatives, that directly conflicts with the terms of this agreement.
- 3.04 The parties to this agreement shall have the right at any time to the assistance of an outside representative. Where an outside representative is being used, the other party shall be so advised in advance.
- 3.05 Any representative of the Union who is in the employ of the Employer shall have the right to attend meetings held within working hours without loss of remuneration for scheduled hours missed due to attendance at such meeting, when the meeting is called into session by the Employer or where permission is granted by the Employer.
- 3.06 The Union agrees that the Employer has the right to make and alter from time to time rules and regulations to be observed by the employees covered by this agreement which are not inconsistent with the provisions of the agreement. Any changes in such rules and regulations will not be implemented without prior notice and discussions with a committee of the Union.

ARTICLE 4 - HUMAN RIGHTS

4.01 Parties Shall Not Discriminate

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical

handicap as per Ontario Human Rights Code, nor by reason of membership, or activity in the Union.

4.02 Harassment

The parties recognize the right of employees and supervisors to work in an environment free from harassment as defined in the Ontario Human Rights Code, and further recognize their collective responsibility to maintain an harassment free workplace.

ARTICLE 5 - MANAGEMENT RIGHTS

- 5.01 The management of facilities operated by the Employer and the direction of the working forces are vested exclusively with the Employer unless specifically modified by this collective agreement. This includes the right to suspend, discharge or otherwise discipline employees for just cause except as modified in Article 14.03 (re: probationary employees). Management rights shall be exercised in a fair and impartial manner.
- 5.02 The Employer agrees that these rights will be exercised in a manner consistent with the terms of this collective agreement.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

- 6.02 Deductions shall be made from the payroll of each month. The Employer shall endeavour to forward such dues to the Secretary Treasurer of the Union on or before the 15th day of the following month, but in no case later than the 20th of the following month, accompanied by a list of the names of employees from whose

wages the deductions were made. The Employer agrees to provide the Union with the addresses and gender of all employees, total wages and hours worked from whom dues are deducted and agrees to notify the Union of any new addresses, changes of address, and of classification of employees, as available noting additions or deletions of staff.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of the Union dues paid by each Union member in the previous year.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 (a) Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Checkoff.

(b) All new employee(s) shall have an opportunity to meet for thirty (30) minutes, during working time with a representative of the Local, to acquaint with the Union.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence arising out of this Agreement, or incidental thereto, except as set out in Article 10, between the parties shall pass to and from the Administrator /Human Resources Coordinator of the affected Home, the National Representative and one Group Vice President from each Home.

ARTICLE 9 - BARGAINING UNION COMMITTEES

9.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be a spokesperson.

In order that this may be carried out the Union will supply the Employer with the names of its officers. Likewise the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Collective Bargaining Committee

- (a) The Employer acknowledges the right of the Union to elect or otherwise select a bargaining committee of a maximum of five (5) members. The bargaining committee will meet jointly with the Employer for the purposes of bargaining the renewal of this collective agreement.
- (b) For the purposes of negotiations pay will be for a maximum of twenty-five (25) hours per employee. The foregoing does not include mediation or arbitration.
- (c) In the event either party wishes to call a bargaining meeting the meeting shall be held at a time and place fixed by mutual agreement.
- (d) For the purposes of collective bargaining the Employer agrees that a representative scheduled to work the night shift

immediately preceding negotiations shall have such shift rescheduled to the day shift and will therefore be paid in accordance with article (b) above. This rescheduling shall not result in any premium payment under any other provision of this collective agreement.

9.03 The Union Committee

- (a) The Employer acknowledges the right of the Union to elect or otherwise select a union Committee of four (4) members, two (2) members from each home. The Union will advise the Employer of the names of the members of the committee.
- (b) This committee shall meet at least every three (3) months or more frequently as necessary.
- (c) The parties agree that when meeting to discuss the application and administration of the collective agreement agendas will be developed and exchanged at least one (1) week prior to such meeting.
- (d) Members of the Union Committee who are in the employ of the Employer shall have the right to attend meetings with the Employer within working hours without loss of pay for scheduled hours missed as a result of such attendance.

ARTICLE 10 • GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee of three (3) members. One of the three (3) so elected shall be the Chief Steward. Of the two remaining members, one must be from each Home. The Chief Steward shall be entitled to attend all grievance meetings, along with one

of the remaining committee members who shall come from the Home in which the grievance was filed. If the Steward who assisted the Employee in filing the grievance is not a member of the Grievance Committee, she/he shall be entitled to attend grievance meetings as well without loss of pay.

Grievance Pay Provisions

The Griever and the Grievance Committee of the union shall not suffer any loss of pay or benefits for the total time involved in attendance at grievance meetings at the Home where the grievance originated.

- 10.02 In order to provide an orderly and speedy procedure for settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure. In the absence of the Steward representative, the Chief Shop Steward shall act as the representative.

The Union shall notify the Employer in writing of the name of each Steward and the Department(s) they represent and the name of the Chief Steward, before the Employer shall be required to recognize them.

10.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

The Steward will not absent themselves from their regular work without first obtaining permission of their supervisor. Likewise when

resuming their regular work will report to their supervisor. Permission shall not be unreasonably withheld.

10.04 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. All alleged grievances shall be submitted and replied to in writing.

10.05 Replies to the grievances shall be in writing at all stages in an earnest effort to settle grievances fairly and promptly in the following manner.

Complaint Stage

Before it can be considered a grievance, any complaint must first be discussed by the employee with the immediate supervisor. Such discussion must take place within seven (7) working days of the date of the incident which gave rise to the complaint. The Supervisor shall reply in writing to the employee within five (5) working days of such discussion taking place.

Step 1

If the grievance is not satisfactorily resolved at the complaint stage, the Union shall notify the Administrator in writing within seven (7) working days of receipt of the Complaint Stage reply. The Employer Grievance Committee will arrange to meet with the Union Grievance Committee within five (5) working days of receipt of the written request from the Union. A decision will be rendered in writing within five (5) working days of the meeting.

Step 2

Failing a satisfactory settlement being reached in Step 1, the Union may refer the dispute to binding arbitration within thirty (30) working days of the decision received in Step 1.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 1 of the grievance procedures provided the grievance is submitted within fourteen (14) working days of the incident or where the Union ought reasonably to have become aware of the incident.

10.07 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such grievances may also be instituted by the Employer. Such a grievance shall commence at Step 1.

10.08 After a grievance has been initiated by the Union, the Employer's representative shall not enter into negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

10.09 Correspondence arising from complaints/ grievance shall pass to and from the Administrator/Human Resources Coordinator and members of the Union Grievance Committee

10.10 The Union's National Representative may be present at the request of either party beyond the Complaint Stage.

10.11 The time limits fixed in both the Grievance and Arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

10.12 For the purpose of this article a work day is defined as a regular work day from Monday to Friday, excluding statutory holidays.

ARTICLE 11 - ARBITRATION

11.01 Both parties to this agreement agree that any grievance which has been properly carried through all the steps of the grievance procedure, and which remains outstanding, may be referred to a single arbitrator in accordance with Article 10.

11.02 The arbitrator used shall be selected from the following list in rotation:

G. Simmons
G. Brent
K. Burkett
J. Devlin

This list may be amended at any time on written agreement of the parties. If the available date(s) of the arbitrator selected in accordance with the above are inappropriate the parties may select another person from the list.

11.03 The arbitrator shall not have any powers to alter or change any provision of the collective agreement nor have the power to give decisions inconsistent with the terms and provisions of the collective agreement.

11.04 The parties shall equally share the expenses of the arbitrator.

11.05 Grievance Mediation Officer

The Employer and the Union may agree to the appointment of a Grievance Mediation Officer in an endeavour to effect a settlement prior to arbitration.

ARTICLE 12 - EMPLOYEE COUNSELLING

12.01 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employees work within ten (10) working days of the event giving rise to the complaint, or the supervisor ought reasonably to have become

aware of the information leading to the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. This is not intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Employer and employee.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

- 13.02 (a) Whenever the Employer deems it necessary to formally discipline an employee, the Employer shall meet with the employee, and within ten (10) days give written particulars of such to the employee involved.

This notice shall include particulars of work performance which led to such discipline. If this procedure is not followed such expression of discipline shall not become part of the employee's record. The employee's reply to such discipline shall become part of the record.

- (b) No evidence from the employee's record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twelve (12) months previous to the issue giving rise to the hearing. Notwithstanding the above, records relating to sexual/moral misconduct, physical assault or resident abuse may be considered.

(c) The employee shall have the assistance of a shop steward at this meeting with the Employer.

(d) **Access to Personnel File**

An employee shall have the right, with reasonable notice, to have access to and review the employee's personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

13.03 Right to Have Steward Present

An employee shall have the right to have an available Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

ARTICLE 14 - SENIORITY

Seniority shall be separate and distinct for employees of the F.J. Davey Home and the Algoma Manor, and shall only have application in the Home in which an employee is employed.

14.01 (a) Seniority for full-time employees is defined as length of service at F.J. Davey Home, or length of service at Algoma Manor. Seniority for part-time and relief employees shall accumulate at each Home based on hours paid (1950 hours = 1 year). Seniority shall include service at either F.J. Davey or Algoma Manor prior to the certification or recognition of the Union. Seniority shall remain separate to each Home, and shall

operate on a Home wide basis. Hours paid includes pregnancy / parental leave, and Workplace Safety and Insurance Board to a maximum of 12 months.

Note: This clause shall be interpreted in a manner consistent with the Human Rights Code.

- (b) Department Seniority shall take precedence over Home wide seniority in determining preference for promotion, or transfer.
- (c) Full-time employees transferring to part-time shall retain their established seniority, but such seniority shall be converted to hours as herein provided. The employee shall then accumulate seniority on the basis of actual hours paid (1950 hrs. = 1 year).
- (d) Part-time and relief employees transferring to full-time shall carry their seniority based on hours paid but such seniority shall be expressed as a calendar date as herein provided.

14.02 Seniority List

The Employer shall maintain separate seniority lists for Algoma Manor and F.J. Davey Home for the Aged showing the employee's name, current department and seniority date (or hours in the case of part-time and relief employees). An up-to-date seniority list shall be sent to the Union and posted on all Union Boards by October 31st and April 30th of each year.

The seniority list will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was posted. The employee must file a written notice to Human Resources Coordinator outlining the

grounds of objection, No change in the seniority status of an employee shall be made unless agreed to by the Union.

14.03 Probation for Newly Hired Employees

- (a) Newly hired employees shall be required to serve a probationary period of three (3) months. (For clarification purposes, three (3) months equals sixty-five (65) shifts). Upon completion of the probationary period, an employee's seniority shall be established as of the employee's date of hire.
- (b) The purpose of the probationary period is to allow the Employer to determine whether it wishes to retain the employee.
- (c) During the probationary period the employee shall not be entitled to all rights and benefits of this agreement except for the grievance and arbitration procedure.
- (d) One working day will be defined as one scheduled day of work regardless of the number of scheduled hours of work per day.

14.04 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- (a) resigns
- (b) is discharged and such discharge is not reversed through the grievance and arbitration procedure.
- (c) is laid off for a period in excess of eighteen (18) months
- (d) fails to notify the Employer of the intent to return to work within seven (7) days of receiving notice of recall, and fails to return

- to work within fifteen (15) working days of being recalled.
- (e) is absent from work for three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate.
 - (f) fails to report for work at the termination of a leave of absence.
 - (g) When a regular part-time employee does not meet the criteria as set out in Article 2.02(b) over a period of six (6) consecutive weeks, when the shifts are otherwise available, without satisfactory reason, she/he will be reduced to relief employee status.
 - (h) When a relief employee does not respond in the affirmative for six (6) consecutive call outs, or is unreachable for twelve (12) consecutive call outs without satisfactory reason.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a permanent position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee will retain seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. Such employee shall have the right to return to the employee's former position held in the bargaining unit during the trial period, which shall be a maximum of ninety (90) calendar days.

Any other employee hired, promoted, or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

**ARTICLE 15 - PROMOTIONS AND STAFF
CHANGES**

15.01 Job Postings

Preamble

Job postings are specific to each Home except as modified in Article 15.02.

- (a) Where the Employer determines that a vacancy exists within the bargaining unit, or where a temporary vacancy arises as a result of the necessity to replace an employee on a leave of absence expected to be for six (6) weeks or longer, the Employer shall post a notice of vacancy for a period of seven (7) calendar days.

It is understood and agreed that any second or subsequent vacancy resulting from the posting and filling of the initial temporary position need not be posted.

- (b) An employee shall not be entitled to post for any vacancy after having been successful in two permanent postings in the calendar year. Furthermore, an employee in a temporary position shall not be entitled to apply for another temporary position until the position occupied is completed. If an employee resigns from a temporary rotation before the position is completed they are not entitled to another temporary position until the position resigned from is completed.
- (c) An employee wishing to make application, stating that they are applying for posting # , shall do so within the required time limit forwarding written application to the Human Resources Coordinator.
- (d) Selections of employees for promotions and vacancies within the bargaining unit shall be

based primarily on the skill, ability, experience and qualifications of the employee(s) concerned, but as between two (2) persons of equal standing, based upon the above factors, seniority shall govern.

(e) Right to Temporarily Fill

This section shall not deprive the Employer of the right to temporarily fill a vacancy for a period not to exceed fifteen (15) days while applications are being considered. Where no suitable applications are received, the time limits may be extended by mutual agreement.

15.02 No position shall be advertised externally until all internal applications are fully processed. Where a candidate is not selected from among the applicants at the Home in which a permanent vacancy exists, applications received from members in the other Home will be considered prior to considering external applications.

15.03 Information on Postings

Such notice shall contain the following information: Nature of position, qualification and ability, required knowledge and education, skill, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. The employee shall be placed on trial for a period of not more than ninety (90) calendar days. Conditional on satisfactory service during the trial period, the employee shall be declared established. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to

perform the duties of the new job position, or if the employee is not satisfied with the position, the employee shall be returned to the former position occupied prior to the posting without loss of seniority.

Any other employee hired, promoted, or transferred because of the rearrangement of positions shall also be returned to the former position occupied prior to the posting without loss of seniority.

15.05 Notification to Union - Successful Applicant

The Union shall receive notification of the successful applicant(s) within seven (7) calendar days of the decision of the Employer and the name of the successful applicant(s) shall be posted on the bulletin board for five (5) calendar days. In no case will this notification occur any later than thirty (30) calendar days after the closing date of the posting.

- 15.06 (a) An employee who is promoted to a higher job classification, as listed in Schedule "A", will not suffer any loss in wages as a result of such promotion. Such employee will be paid at the first rate on the new classification which will provide an increase over the rate the employee was paid in the former classification.
- (b) An employee moving to a job classification that bears the same rate as their existing job classification, as listed in Schedule "A", will be placed at the rate of the new job that is the same as their existing rate and they will advance on the grid according to Article 14.01.
- (c) An employee who moves to a job classification paying a lesser rate of pay, will

move on the grid to the level that gives credit in accordance with Article 14.01.

(d) Pay on Emergency Transfer, Lower Rated J o b

In an emergency situation when an employee is temporarily transferred in accordance with the terms of this collective agreement to a position paying a lower rate, the employee's rate shall not be reduced for the period of the temporary emergency assignment.

15.07 (a) Training Courses

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- (i) Type of course (subjects and material covered).
- (ii) Time, duration and location of the course.
- (iii) Minimum qualifications required for applicants.

The bulletin shall be posted for a period of two (2) weeks, or at such time as the information is received if less than two weeks before the course, to afford all interested employees an opportunity to apply for such training.

For the purposes of wages and benefits, time spent in such training shall be considered to be time worked as per normal working week.

- (b) Any inservice classes where the Employer requires the employee to attend will be compensated for such time at straight time.**

Forty-eight (48) hours notice will be given all employees so affected.

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union to sponsor education functions such as seminars, workshops, lectures, to be held on the Employer's premises following the regular working hours.

Both the Employer and the Union recognize their joint responsibility and commitment to provide and participate in on the job education. The Union supports the principle of employee's responsibility for their own development and the Employer will endeavour to provide programs related to the Home's need.

- (c) For the purposes of payment for time worked such time shall not include travel time.

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a position being declared redundant or the reduction in the regular hours of work of an employee. Layoff and bumping shall remain separate to each Home.

- 16.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and has the ability to perform the work of the less senior employee. The right to bump shall include the right to bump up.

16.03 Recall Procedure

- (a) Prior to recalling anyone from layoff, the position must be posted as per Article 15. Employees on a layoff are entitled to apply for any job vacancies arising out of a job posting. It is agreed that any such application, or lack of application, will not remove any employees right of recall to a position as set out in the collective agreement.
- (b) Employees shall be recalled in the order of their seniority subject to Article 16.02.
- (c) It shall be the duty of all employees to notify the Employer promptly, in writing, of any change of address. If an employee should fail to do this, the Employer shall not be responsible for failure of a notice to reach the employee, and any notice sent by Registered Mail to the address which appears on the Personnel Record, shall be deemed conclusively to have been received by the laid off employee.

16.04 New employees shall not be hired until those laid off have been given an opportunity of recall provided the employee to be recalled possesses the qualifications and ability to perform the work.

16.05 Advance Notice of Lay Off

Unless legislation is more favourable to the employees the Employer shall provide the following notice to employees who are to be laid off:

- Employees who have worked three (3) months or more but less than one (1) year will receive written notice of at least one (1) week.
- Employees who have worked at least one (1) year will receive written notice of at least two (2) weeks.

- Employees who have worked three (3) years or more will receive written notice of at least one (1) week for each year of employment, with a maximum required notice period of eight weeks.

16.06 Role of Seniority in Layoffs

Any employee on layoff may elect to have, for eighteen (18) months from the date of the layoff the opportunity for relief work required by the Employer, prior to such work being offered to relief employees. During this period they will continue to be employees on layoff but shall be under the same obligations as other relief employees to accept shifts as offered, as outlined in Article 14.04 (h). The employee will notify the Employer in writing of his/her decision to accept relief shifts at the time of his/her layoff, or at any time during the recall period. Where an employee fails to meet his/her obligations as outlined above, he/she shall not be eligible for further relief shifts.

ARTICLE 17 • HOURS OF WORK

- 17.01 (a) Normal hours of work for full time shall be seven and one-half (7 1/2) hours per workday (this excludes a half (1/2) hour unpaid lunch period) and thirty-seven and one-half (37 1/2) hours per week.
- (b) (i) Normal hours of work for part-time shall be seven and one-half (7 1/2) hours per workday (this excludes a half (1/2) hour unpaid lunch period) and seventy-five (75) hours for every two-week pay period.
- (ii) At the time that the schedule is being developed, part time employees will be scheduled to work a maximum of 22 1/2 hours per week. After all employees have received 22 1/2 hours, additional hours

available in the schedule will be scheduled on the basis of seniority.

(iii) After the schedule is posted, hours that become available will be assigned on the basis of seniority to those employees with less than 22 1/2 hours, and then offered to the most senior part time employees.

c) It is recognized that the Home is responsible for the safety, health, comfort and general welfare of its residents; therefore the employees recognize that they must be prepared at all times during the day or night to assist in carrying out the services of the Home.

17.02 Authorized hours of work in excess of seven and one-half (7 1/2) hours per day or thirty seven and one-half (37 1/2) hours per week shall be paid at the rate of time and one-half (1 1/2) times the normal rate, except in rotation of shifts when only the normal rate shall be paid.

17.03 For the purpose of this Article, work week shall be a period of seven (7) days commencing at 7:00 a.m. Friday or the shift starting time closest thereto. The Employer undertakes to use its best effort consistent with proper management of the Home to ensure that days off may be taken consecutively.

17.04 Shift schedules shall be posted at least two (2) weeks in advance.

17.05 Scheduled days off shall be by preference to full-time employees with seniority in their respective departments. Days off will be scheduled by the policy mutually agreed upon for each department. For the purpose of this clause "department" means the classification as listed in 17.17,

Full time employees shall be given the opportunity once a year to apply for a change in their scheduled days off in their respective Departments. This opportunity shall be given in the month of December.

Full-time RPN's are scheduled on a rotating days off basis.

- 17.06 a) This article replaces Article 17.05 only where an agreement has been reached between the parties to change the work schedule for one or more departments.
- b) i) Full time employees shall apply for a schedule by seniority.
- ii) Where the new schedule provides for fixed rotations, part time employees can apply for these fixed rotations on the basis of seniority.
- (c) Every new schedule shall have a trial period of six (6) months. A second vote will be held in order for the new schedule to continue. Once a new schedule is agreed to it will be effective for a minimum of two (2) years.
- (d) When the Employer or the Union request a change in rotation, 17.06 (a), (b) and (c) apply.
- (e) If no agreement can be reached the department will revert to 17.05.
- 17.07 There shall be no overtime worked in any operation while there are available employees on layoff able to perform the work.
- 17.08 The Employer shall keep overtime to a minimum and shall, accordingly, supply the Union with a list at the end of each pay period of all employees who have worked more than twelve (12) hours a week overtime and an explanation of the circumstances.

17.09 Employee requests for shift exchanges with other regularly scheduled employees will be considered on the following basis:

- probationary employees will not be allowed to exchange shifts
- no overtime shall result from such exchange
- request must be submitted as far in advance as is reasonably possible on the forms provided by the Home
- request must be approved by the Supervisor
- request doesn't result in an insufficient number of experienced staff on a shift
- requests will not be unreasonably denied.

17.10 Rest Period / Lunch Break

(i) Rest Period

Employees shall be provided with a paid fifteen (15) minute rest period for each three and three quarter (3 3/4) hours of work. Such breaks shall be scheduled at the discretion of the Supervisor. Breaks may be combined, or otherwise modified, with the agreement of the employee(s) involved.

- (ii) Employees shall be provided with a one half hour unpaid lunch period in each shift of five (5) hours or more, scheduled at the discretion of the supervisor. Where an employee's lunch period is interrupted every attempt will be made to reschedule such missed time, but in the event it cannot be rescheduled the employee shall receive pay in the amount of one and one half times their regular rate of pay for the missed time.

17.11 Overtime

- (a) (i) Overtime shall be deemed to be authorized work in excess of the normal hours referred to in Article 17.01.

- (ii) An employee shall not be required to lay off during regular working hours to equalize any overtime worked.
 - (b) Where an overtime shift is to be offered to staff the following protocol shall be observed:
 - (i) the overtime shift will be offered to qualified staff currently at work in order of seniority. "At Work" shall mean at work within regularly scheduled hours only.
 - (ii) if the overtime shift cannot be filled in this manner it will be offered to qualified staff not at work in order of seniority.
 - (iii) staff who do not wish to work overtime must submit their request in writing to their department supervisor, once yearly, on April 1.
 - (c) Overtime shall not be mandatory.
Notwithstanding this, in the event of an emergency employees will not unreasonably refuse a request by the Employer to work overtime.
 - (d) **Algoma Manor**
Full-time employees required by the Employer to work on their regularly scheduled days off shall be paid at the rate of double (2) time.
- 17.12 (a) Call Out
Employees called out to work other than their normal hours shall be paid a minimum of two (2) hours at applicable premium rates. Employees scheduled for work in error and are surplus to normal requirements and sent home because of lack of work shall be paid a minimum three (3) hours' pay.

When a scheduled employee does not appear for work, and is replaced, then later the scheduled employee appears for work; the replacement employee shall remain for the rest of the shift and the scheduled employee shall not be paid for that shift or any part thereof.

(b) Reporting Pay

Employees who report for work as scheduled and who are in surplus of normal requirements due to scheduling error shall be expected to do work as assigned by the Employer for a minimum period of three (3) hours or shall receive pay in lieu thereof.

17.13 Turn Around Time

Employees will not be scheduled to work a shift that commences within eleven (11) hours of completing his/her previous shift. An employee who is scheduled in a manner that contravenes this undertaking shall be paid time and one-half (1 1/2) his/her regular straight time hourly rate of pay for all hours which fall within the eleven (11) hour turn around time.

17.14 Waiver of Premium

Part Time employees may work shifts that contravene Article 17.13 provided such shifts are worked on a voluntary basis. Accordingly, part time-employees will be asked to sign a waiver of rights to payment under Article 17.13 that indicates that if they accept a shift that contravenes Article 17.13, they will not claim any payments. Employees who do not sign such a waiver will not be offered shifts that contravene Article 17.13 as long as there are employees available who can work the shift at straight time wages.

17.15 Payment for or Supply of Meals

Employees who continue to work after a normal seven and one half (7 1/2) hour shift shall after two (2) hours, receive a one half (1/2) hour unpaid rest period and be provided with a meal or an allowance of four dollars if the Employer is unable to provide a meal.

17.16 When reverting from Standard to Daylight Saving Time, each employee will work six and one-half (6 1/2) hours and will be paid accordingly. When reverting from Daylight Saving Time to Standard Time, employees will work eight and one-half (8 1/2) hours and will be paid one (1) hour overtime.

17.17 The following Departments and classifications shall be recognized:

ALGOMA DISTRICT HOMES

Nursing

Health Care Aide
R.P.N.

Dietary

Head Cook
Second Cook
Pastry Cook
Dietary Aide

Housekeeping/Laundry

Housekeeping Leader
Housekeeping Aide
Seamstress
Laundry Aide

Maintenance

Maintenance Person
Handyperson
Driver Handyperson

Resident Social Services

Activities Co-Ordinator
Adjuvant

Environmental Services at Algoma Manor Include Housekeeping/Laundry/Maintenance.

ARTICLE 18 - SHIFT PREMIUMS

18.01 Shift Premiums

A shift premium of fifty (50) cents per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

ARTICLE 19 - SICK LEAVE PROVISIONS

19.01 All full-time employees at Algoma Manor and all full time and part time employees at F. J. Davey after completing the probationary period shall be entitled to Sick Leave benefits as prescribed in the insurance Company Agreement with the Board of Management.

The Board of Management agrees to pay one hundred percent (100%) of the basic premium for Weekly Indemnity coverage.

19.02 Any employee who is unable to report for work must notify his/her immediate Supervisor at least two (2) hours prior to any one (1) shift starting time. Failing to give his/her notification, the employee will be considered absent without leave.

19.03 Any employee off work due to sickness and who has no further "Weekly Indemnity" Credits shall be notified by the Employer that his/her benefits have been exhausted and the employee is deemed to be on a Leave of Absence due to illness up to a period not to exceed twelve (12) months. During such Leave of Absence, the employee shall not accrue additional seniority and the absence shall be without pay. Notification shall be by registered mail to the last known address.

19.04 Part-time employees relieving for employees in receipt of Weekly Indemnity will, on notice from the full-time employee, have their relief shifts

cancelled without notice and shall not be subject to the grievance procedure.

19.05 When the Employer requires a medical certificate from a medical practitioner, it shall promptly reimburse the employee for the receipted amount paid for that certificate up to a maximum of the current OMA Schedule of Fees for third party and other uninsured services for private insurance sickness forms (both original and supplemental or continuation forms) plus ten percent (10%) of that current suggested fee. Any charge incurred by the employee above this maximum will be the responsibility of the employee.

19.06 **F. J. Davey Home** (Amend Plan as soon as possible after ratification)
Freeze current banks at the current dollar value (i.e. before any wage adjustments are applied) as of the end of the month containing the date of Ratification of this Memorandum - Employees who have vested credits as of Ratification of this collective agreement will be entitled to cash out fifty percent of the credits as provided for in the former collective agreement (19.07)

Introduce the same W.I. Plan in existence at Algoma Manor as amended above for full time and regular part time employees.

Employees will be entitled to use the balance of the sick credits to top up days where no pay is received.

Employees who could not cash out will retain fifty percent (50%) of their current accumulated banks to use for top up purposes as outlined above.

Eliminate cash out provision from the collective agreement.

For those employees who do not qualify for cash out as of the date of ratification, but who would qualify on or before March 31, 2003, the following rule will apply:

a) Determine the percentage of ten years service the employee has as at the date of ratification and the employee can cash out that percentage times fifty percent (50%) and be entitled to bank fifty percent (50%) of the bank as would employees who were entitled to a full cash out.

(For example - an employee with eight (8) years of service as of date of ratification gets to cash out eighty percent (80%) of fifty percent (50%), forty percent (40%) of the current bank.

An employee with one hundred (100) days in his/ her sick bank who has more than ten (10) years of service, working as a Health Care Aide at the current top rate of \$14.31, would receive a cash out of \$5366.25 less deductions required by law. The balance of \$5366.25 will remain in her bank for use as outlined above.

Payments will be within sixty (60) days of the date of ratification.

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Preamble

If an employee's absence without pay from the Home including absences under Article 20.00, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement and the employee will become responsible for full payment of any subsidized employee benefits in which the employee is entitled to participate during the period of absence unless otherwise provided. An employee may arrange with the

Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure the employee's continuing coverage subject to the Employer notifying the Carrier, and the availability of the coverage. Such payment shall be paid to the Employer by the 15th of the benefit month.

20.02 Pay during Leave of Absence for Union Business

- (a) All requests for Union Leave shall be made in writing by the Local to the Human Resources Coordinator giving at least one (1) weeks notice wherever possible. The reply shall also be in writing. There shall be a maximum of two (2) employees absent on such leave from any one department at any one time and there shall be a maximum of four (4) employees absent from each Home on such leave at any one time. Otherwise such leave shall not be unreasonably denied.
- (b) The Employer agrees that employees not exceeding one (1) in number from each home leaving its employment for elected or appointed positions in the Canadian Union of Public Employees shall be granted leave of absence for a period of one (1) year or during their occupancy of such position, whichever is lesser.
- (c) The Employer shall continue to pay wages and benefits for such employees during their absence and will be reimbursed by the Union for all such pay and benefits.

20.03 Protection during Pregnancy/Parental Leave
Pregnancy and parental leave shall be considered as a right. Accordingly, no employee shall be laid off because of pregnancy or parental leave.

20.04 Pregnancy/Parental Leave

Pregnancy and parental leave will be granted in accordance with the terms and conditions of the Employment Standards Act.

20.05 Citizenship Leave

An employee shall be allowed one (1) day with pay to attend the formal hearing to become a Canadian Citizen.

20.06 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five (5) years employment who wish to further their education in a course related to their employment, may be permitted up to one (1) year of education leave without pay. Applications should be made, in writing, as far in advance as possible. Such leave shall not be unreasonably withheld. Such leave may be extended once for a further period of up to one year.

20.07 Mourner's Leave

One half (1/2) day of leave without pay shall be granted to attend a funeral as a pallbearer or mourner.

20.08 Bereavement Leave

- (a) Upon the death of an employee's spouse, child or stepchild, an employee shall be granted leave up to a maximum of four (4) consecutive days without loss of pay, following the said death.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent,

grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay, following the said death.

- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days of absence is limited to the days actually missed from work as per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to two (2) days up to and including the day of the funeral.
- (d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of the employee's aunt or uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she/he is receiving payments for holiday pay or vacation pay.
- (f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

20.09 General Leave

An employee may be granted a leave of absence without pay upon request in writing to the employee's supervisor. Unless it is not reasonably possible to do so such request shall be in writing and shall be received by the Employer at least fourteen (14) days in advance of commencement of such leave. The request shall include the reason for the absence. The Employer's decision will be communicated to the employee in writing. Such request shall not be unreasonably withheld.

20.10 Paid Jury or Court Witness Duty Leave

Time will be allowed with no loss of pay to a maximum of ten (10) scheduled shifts per event for an employee called for jury duty, coroner's inquest or subpoenaed for a Crown witness. In such incidence, the employee will receive full pay from the Employer and in turn will turn over to the Employer all remuneration, with the exception of the meal, accommodation and travel allowances, received for jury duty or witness service.

ARTICLE 21 - PAYMENT OF WAGES

21.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto, unless otherwise agreed to by the parties. On each pay day each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

All employees covered by this agreement will be paid by direct deposit every second (2nd) Thursday. Should a statutory holiday fall on Thursday or Friday of pay week then cheques will be deposited into accounts the day prior. There will be a two (2) week hold back in wages that will be paid in full on termination of employment.

ARTICLE 22 - PAID HOLIDAYS

22.01 (a) Full-time employees' holidays shall be on the days which fall:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |

Dominion Day Christmas Day
Civic Holiday Boxing Day

(Floating Holiday (1))

provided an employee who is scheduled to work on a Holiday and who fails to report for work thereon shall not receive Holiday Pay.

Employees requesting a floating day shall apply in writing two (2) weeks in advance of the posting of the schedule for the period the employee wishes to absent themselves. If the floating Holiday is not requested by November 1 the supervisor will schedule the holiday. In order to qualify for the floating holiday the employee must have been in a full time capacity on or before November 1 of the year in which she/he becomes a full time employee. In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Federal or Provincial government such day may be negotiated as the floating holiday.

- (b) Part-time and Relief employees shall receive 4% of gross wages paid in each pay period in lieu of the holidays provided under 22.01 and the Employment Standards Act.

22.02 All employees who have completed the probationary period shall receive Holiday Pay equivalent to their normal daily rate as outlined in 22.01 (a) & (b).

22.03 When work is required on a Holiday, full-time employees are under obligation to work just as on any other day.

22.04 (a) **F.J. Davey**

Full-time employees who work on any of the above tabulated Holidays shall be paid at

the rate of time and one-half (1 1/2) for the work performed on such day in addition to the holiday pay. However, an employee may be granted a day off without pay at some mutually agreed day within thirty (30) days of the holiday. It is understood, however, that only two (2) days may be granted for the combination of Christmas Day, Boxing Day, and New Year's Day.

(b) Algoma Manor

Full-time employees who work on any of the above tabulated holidays shall be paid at the rate of time and one-half (1 1/2) for the work performed on such day in addition to the holiday pay. However, an employee may be granted a day off without pay at some mutually agreed day within thirty (30) days of the holiday. It is understood however, lieu days for Christmas, Boxing Day and New Year's Day must be taken within sixty (60) days. Should the Employer not be able to grant such day off within the (30) or sixty (60) days period above then such thirty (30) or sixty (60) days will be extended by another thirty (30) days.

22.05 (a) To qualify for payment of any Holiday as listed in Clause 22.01 (a), a full-time employee must have worked the scheduled working day previous to the Holiday and the scheduled working day following the Holiday unless off for illness or other approved absence.

(b) Employee's in receipt of weekly indemnity benefits through Employer's plan shall receive an allowance based on the following formula: Employees receiving seven (7) day weekly indemnity pay out will receive twenty-five percent (25%) of their normal daily rate for the holiday. Employees receiving less

than a seven (7) day weekly indemnity pay out will receive an allowance equal to the difference between their normal daily rate and the amount received from the insurance company for that day.

- (c) An employee may be requested to and shall provide, a medical certificate where under the circumstances it is reasonable to do so.

22.06 All full-time employees whose annual vacation period includes one (1) of these Holidays as outlined in 22.01 (a) and (b) shall be entitled to an extra day with pay as may be arranged

22.07 (a) **F.J. Davey**

Statutory Holidays as listed above, which fall on an employee's regular day off may be rescheduled as a day off without pay at a time mutually agreed between the employee and his/her Supervisor within thirty (30) calendar days of the Statutory Holiday.

(b) **Algoma Manor**

Statutory Holidays as listed above, which fall on an employee's regular day off may be rescheduled as a day off without pay at a time mutually agreed between the employee and his/her Supervisor within thirty (30) calendar days of the Statutory Holiday. Should the Employer not be able to grant such day off within the thirty (30) day period then such thirty (30) day period will be extended by thirty (30) days.

22.08 Employees shall receive payment for Statutory Holidays for the shift which has the majority of hours on the Statutory Holiday.

22.09 The calculation of premium rates of pay for relief employees shall be in accordance with the Employment Standards Act.

ARTICLE 23 - VACATION

23.01 An employee with less than one (1) year of continuous service as of December 31st shall receive one and one quarter (1 1/4) days of vacation for each month of service up to a maximum of ten (10) days with vacation pay of four percent (4%) of the total wages paid to such employees since date of hire.

23.02 (a) Full-time employees with continuous service as of their anniversary date in any year shall receive vacation and vacation pay at their regular rate provided such employee works in excess of 1538 hours in the previous year.

- 1 year but less than 2 years - 2 weeks
- 2 years but less than 7 years - 3 weeks
- 7 years but less than 12 years - 4 weeks
- 12 years but less than 16 years - 5 weeks
- 16 years but less than 20 years - 6 weeks
- 20 years or more - 7 weeks

Full time employees who work less than 1538 hours in a calendar year shall receive vacation pay based on the percentage of gross wages for hours paid in the previous calendar year.

- 1 year but less than 2 years - 2 weeks - 4%
- 2 years but less than 7 years - 3 weeks - 6%
- 7 years but less than 12 years - 4 weeks - 8%
- 12 years but less than 16 years - 5 weeks - 10%
- 16 years but less than 20 years - 6 weeks - 12%
- 20 years or more - 7 weeks - 14%

(b) Part Time and relief employees will receive vacation pay on each pay period based on a percentage of gross wages in that pay period as follows:

- 1 year but less than 2 years - 4% / 2 weeks leave
- 2 years but less than 7 years - 6% / 3 weeks leave
- 7 years but less than 12 years - 8% / 4 weeks leave

12 years but less than 16 years - 10% / 5 weeks leave
16 years but less than 20 years - 12% / 6 weeks leave
20 years or more - 14% / 7 weeks leave

Part Time vacation time shall be in accordance with Article 23.03.

(c) When calculating the above noted 1538 hours, periods of time off for vacations shall be included.

(d) Part Time employees with more than one years service are required to take a minimum of two (2) weeks vacation each year. Part Time employees who have worked less than one thousand and one hundred and seventy (1170) hours in the previous year who are entitled to more than two (2) weeks vacation may elect to take all or part, of the vacation time in excess of two (2) weeks in any given year as time off. Such election will be made in writing to the Supervisor on or before January 30th of each year. Notwithstanding the election to not take vacation time, the employee will continue to be entitled to her full vacation pay in accordance with her service as set out above. Part time employees who have worked more than one thousand one hundred and seventy (1170) hours in the previous year who are entitled to more than two (2) weeks vacation must take their full vacation allotment.

23.03 Employees will have the month of January to submit suggested vacations. The Employer will post the vacation schedule prior to February 28th. The Employer will attempt to grant preference of vacation time as requested on a seniority basis, In the interest of the operation of the Home, the final decision regarding vacation rests with the

Employer. Employees shall not be restricted in preference of time off for vacations between December 15th and January 1 5th.

The Employer will post a list on which employees can set out their vacation requests, with the knowledge of what other employees wishes are.

Only four weeks shall be allowed during prime time (June 15 - September 15). Any vacation not submitted by the employee will be scheduled by the Employer.

Sixty (60) days after the posting of the vacation schedule any unfilled openings are available to all employees. Such applications must be received within ten (10) days of the sixty (60) day period.

If two (2) or more employees apply the most senior qualified employee will be allowed to change. Only one (1) change will be permitted and such move shall be limited to the original schedule.

- 23.04 Employees shall receive their vacation in an unbroken period unless otherwise agreed between the employee and the Employer. One (1) week may be taken in periods of less than five (5) days with mutual consent and with written notice at least two (2) weeks in advance of the posting, except in an emergency. All split vacation days must be requested by November 1, if the employee fails to request vacation days off the employer will pay out these days.

Those employees who wish to take one (1) week periods of less than five (5) days must indicate their desire to do so by January 31st of each year when vacation requests are submitted.

- 23.05 Regular part-time employees, willing and qualified to do the work, covered by the terms of this Collective Agreement, shall be given first

opportunity to replace on all shifts open due to vacation scheduling, provided the Employer can meet its scheduling obligations under the Agreement.

23.06 Full-time employees changing to part-time shall carry existing vacation credits with them and shall then accumulate on the basis of actual hours paid.

In the case of part-time employees, Articles 23.01 and 23.02 shall be calculated in actual hours paid (1950 hours = 1 year).

ARTICLE 24 - PENSION PLAN

24.01 All full-time employees hired after the introduction of the O.M.E.R.S. Pension Plan must, as a condition of employment, enrol in the Plan. Part-time employees who qualify under the O.M.E.R.S. Plan may join such plan. Contributions by the employee and the Employer shall be made in accordance with the appropriate legislation.

24.02 Normal retirement age shall be sixty-five (65) years of age. Upon notifying the Union the Employer may however, at its sole discretion, continue to employ on a month to month basis any person after he/she has attained retirement age.

ARTICLE 25 - BENEFITS

25.01 The Employer agrees to contribute to the cost of the following benefit plans for full-time and regular part-time employees:

Life Insurance \$20,000

- 100 % paid by the Employer

Vision Care \$200/24 months

- 100% paid by the Employer

Extended Health Care
- 80% paid by the Employer

Dental Blue Cross #9 ODA minus one (1) year
- 80% paid by the Employer

25.02 (i) The Employer agrees to contribute to the following for full-time Algoma Manor and Part Time/Full Time F. J. Davey Home employees:

Weekly Indemnity
- 100% paid by the Employer

(ii) Where an employee is on Sick Leave collecting seventy-five percent (75%) from the Insurance Company, the benefit coverage outlined in Article 25.01 will continue in force with the understanding that the twenty percent (20%) outlined in Article 25.01 will be paid by the employee in manner agreed to by the employee and the Employer.

25.03 (a) **F.J. Davey**

Relief staff will be paid 10% in lieu of benefits, sick leave and uniform allowance.

(b) **Algoma Manor**

Relief staff will be paid 10% in lieu of benefits and uniform allowance.

25.04 Present full-time and regular part-time employees may only join on the anniversary date of the Plan. New eligible employees may join after the probationary period (65 shifts).

25.05 **Generic Drugs**

The extended health care plan pays only for the cost of a generic drug unless the employee's physician has specified that a generic drug is not to be substituted for a brand name drug. (See Appendix "A")

**ARTICLE 26 - JOB DESCRIPTION,
CLASSIFICATION AND EVALUATION**

26.01 Copies of job descriptions shall be kept up-to-date and be readily available to employees.

26.02 Modified Job Duties

The parties recognize their responsibilities to make reasonable attempts to accommodate disabled employees. Therefore, this agreement will be interpreted in such a way as to allow for such accommodation.

It is agreed and understood that jobs so created are incumbent specific, need not be posted, and will not be filled when vacated by the incumbent for which the job was designed. Nor will such jobs appear on "Schedule A".

ARTICLE 27 - GENERAL

27.01 Uniforms

Effective July 1, 2000 where the Employer requires a full time or a regular part time employee to be in uniform, a compensating allowance shall be paid to each such employee on each pay cheque in the amount of seven (7) cents per paid hour..

"Paid hours" will include hours spent on leaves of absence paid by the Employer and hours during which an employee is in receipt of sick leave pay.

At the discretion of the Employer, the employees may be required to supply uniforms in a quality and style deemed appropriate by the Employer.

27.02 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees

27.03 During the life of this Agreement the parties agree there will be no strike or lockout as defined in the Ontario Labour Relations Act.

27.04 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the balance of the agreement shall not be invalidated.

27.05 Notice of Changes

Either party desiring to propose changes to this agreement shall, within ninety (90) days prior to the expiry date, give notice in writing to the other party.

The parties shall meet for the purposes of negotiations as soon as possible following receipt of the notice to bargain.

27.06 Health & Safety

The parties agree that they mutually desire to maintain standards of safety and health in the Homes in order to prevent accidents, injury and illness.

27.07 Any reference to Human Resources at Algoma Manor means Assistant Administrator.

ARTICLE 28 - WAGES

28.01 For the period of April 1, 2000 to March 31, 2003, wages shall be paid in accordance with the Schedule of Rates attached and described as Schedule "A".

ARTICLE 29 - DURATION OF AGREEMENT

29.01 The provisions of this Agreement shall be effective April 1, 2000 and remain in effect until March 31, 2003, and from year to year thereafter unless either party gives notice in writing of their

desire to amend same within a period of not more than ninety (90) days and not less than sixty (60) days previous to the expiry date.

When such notice is given, the parties shall meet within thirty (30) days to exchange amendments and no other items will be eligible for negotiations of amendments thereto.

SCHEDULE "A"

WAGE SCALE **CUPE LOCAL 3695 - F.J. DAVEY HOME/ALGOMA MANOR**

	Oct. 13, 2000 to Mar. 29, 2001 +2%			Mar. 31, 2001 to Mar. 28, 2002 +2%			Mar. 29, 2002 to Mar. 27, 2003 +2%		
	Start	One Year	Two Year	Start	One Year	Two Year	Start	One Year	Two Year
NURSING									
HCA	13.75	14.20	14.60	14.23	14.68	15.09	14.51	14.98	15.39
RPN	16.29	16.88	17.38	16.62	17.22	17.73	16.95	17.56	18.08
DIETARY									
HEAD COOK	15.21	15.47	15.60	15.51	15.78	15.91	15.82	16.10	16.23
SECOND COOK	14.13	14.43	14.71	14.41	14.72	15.00	14.70	15.02	15.30
PASTRYCOOK	14.42	14.66	14.86	14.71	14.95	15.16	15.01	15.25	15.46
DIETARY AIDE	13.54	13.80	14.04	13.81	14.08	14.32	14.09	14.36	14.61
HOUSEKEEPING/LAUNDRY									
HOUSEKEEPINGLEADER	13.70	14.03	14.25	13.97	14.31	14.54	14.25	14.60	14.83
HOUSEKEEPING AIDE	13.54	13.80	14.04	13.81	14.08	14.32	14.09	14.36	14.61
SEAMSTRESS	13.54	14.03	14.25	13.81	14.31	14.54	14.09	14.60	14.83
LAUNDRYAIDE	13.54	13.80	14.04	13.81	14.08	14.32	14.09	14.36	14.61
MAINTENANCE									
MAINTENANCEPERSON	16.74	16.86	17.06	17.07	17.20	17.41	17.41	17.54	17.75
HANDYPERSON	15.16	15.45	15.60	15.46	15.76	15.91	15.77	16.08	16.23
DRIVER HANDYPERSON	14.42	14.50	14.60	14.71	14.79	14.89	15.01	15.09	15.19
RESIDENT SOCIAL SERVICES									
ACTIVITIESCO-ORDINATOR	13.85	14.10	14.60	14.13	14.38	14.89	14.41	14.67	15.19
ADJUVANT	14.90	15.26	15.60	15.20	15.57	15.91	15.50	15.88	16.23

WITNESS HEREOF the parties hereto have executed this Agreement:

ALGOMA DISTRICT HOMES
(Algoma Manor - Thessalon &
F.J. Davey Home - Sault Ste. Marie)

WITNESS:

_____ By _____

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL
NO. 3695

_____ BY _____

AGREEMENT entered into this _____ day of
_____ 2000. in SAULT STE. MARIE, ONTARIO

APPENDIX "A"

ALGOMA DISTRICT HOMES

Generic Drug Substitutions

The extended health care plan at the Algoma District Homes (Algoma Manor & F.J. Davey) will only pay for the cost of a generic drug unless the employee's physician has specified that a generic drug is not to be substituted for a brand name drug.

Orthotic Coverage: Cap on orthotic coverage to reflect coverage for two pairs every thirty (30) months to a maximum of \$400. per pair

Amend WI Plan at Algoma Manor to provide for I-I -2 coverage (i.e. pay commences first day accident, first day hospitalization, 3rd day illness).

Introduce cap of \$10,000. per year per individual for private duty coverage

Eliminate private coverage option

DATED AT SAULT STE. MARIE, ON THIS DAY OF _____ 2000.

FOR THE EMPLOYEE

FOR THE ALGOMA DISTRICT HOMES

LETTER OF UNDERSTANDING

**BETWEEN
ALGOMA DISTRICT HOMES
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3695**

There will be no change in the manner in which work is assigned to current employees in Housekeeping/Laundry at Algoma Manor as a result of the renaming of departments. Present employees would be offered the option of cross training and new hires would all be cross trained

Vacation allowances would be determined in the same manner as they currently are with the present departmental structure at Algoma Manor, so the method of assignment of times and numbers would not change.

DATED AT SAULT STE. MARIE, ON THIS ____ DAY OF _____ 2000.

FOR THE EMPLOYEE

FOR THE ALGOMA
DISTRICT HOMES

LETTER OF UNDERSTANDING

**BETWEEN
ALGOMA DISTRICT HOMES
AND
CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3695**

Signing Bonus = \$350. All employees if on staff, on or before April 1, 2000 who were paid at least 200 hours in calendar 1999.

DATED AT SAULT STE. MARIE, ONTARIO THIS
DAY OF 2000.

