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No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	dp		

COLLECTIVE AGREEMENT

BETWEEN:

**THE CORPORATION OF THE COUNTY OF DUFFERIN
("the Employer")**

AT

**DUFFERIN OAKS
("the Home")**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3192
("the Union")**

Effective **January 1, 1998**
Expiry: **December 31, 2000**

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N.B. In the event of any errors or omissions, please refer to signed contract.

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Collective Agreement is to establish by mutual agreement an orderly collective bargaining relationship and to provide for the prompt resolution of grievances, to establish and maintain satisfactory working conditions, hours of work, and wages for all employees within the bargaining unit.
- 1.02 It is recognized that the employees wish to work together with the Employer to secure the optimum level of comfort and care for the residents, and health protection for the employees and residents of the Home.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the management of the Home and the direction of the work force are fixed exclusively in the Employer and shall remain solely with the Employer except as specifically limited by the provisions of this collective agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain, order, discipline, and efficiency;
 - (b) hire, assign, retire, discharge, direct, promote, demote, classify, transfer, lay off, recall, and suspend or otherwise discipline employees provided that a claim of suspension, discharge or discipline without just cause may become the subject of a grievance and may be dealt with as hereinafter provided;
 - (c) determine, in the interest of efficient operation and highest standard of service, the number of personnel required, hours of work, work assignments, the services to be performed, and the methods, procedures, facilities and equipment to be used in connection therewith;
 - (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees, which rules and regulations shall be posted by the Employer in the Home; prior to posting and implementing such rules & regulations, the Employer agrees to discuss the new or altered rules and regulations with the Union.
- 2.02 The Employer agrees that such rights shall not be exercised in a manner inconsistent with the provisions of this collective agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Corporation of the County of Dufferin in Dufferin County at Dufferin Oaks, Home for the Aged, save and except supervisors, persons above the rank of supervisor, Secretary to the Administrator/Office Manager, and employees for whom any trade union held bargaining rights as of March 6, 1987.

3.02 Work of the Bargaining Unit:

Employees not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement, except for the purpose of instruction, experimentation, in emergencies when regular employees are not readily available, or in cases mutually agreed upon in writing by the parties.

3.03 National Representative of C.U.P.E.:

The Union shall have the right to have the assistance of a representative of C.U.P.E. or any other advisors when dealing or negotiating with the Employer. With prior notification to the Employer, such representative shall have reasonable access to the work place in order to investigate and assist in the settlement of a grievance. Such access shall not interfere with the operation or administration of the Home.

ARTICLE 4 - NO DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised by either of them or any of their representatives with respect to any employee because of membership or non membership or activity or lack of activity in the Union.

4.02 (a) Both parties further agree that, in accordance with the provisions of the *Ontario Human Rights Code*, every person has a right to equal treatment with respect to employment without discrimination, and a right to freedom from harassment in the workplace, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, as those terms are defined by the *Code*; and

(b) harassment shall be defined to mean engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

- 4.03 Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that it will not cause, direct or consent to any strike or other collective action on the part of the employees. The Employer agrees that there will be no lock-outs. The term "strike" and "lock-out" shall bear the meaning given them in the *Ontario Labour Relations Act*.
- 5.02 The parties agree that differences arising between them or between the employees and the Employer during the term of this Agreement shall be resolved through the grievance and arbitration procedure set out in Article 10, below. Unresolved contract issues arising during negotiations shall be submitted to conciliation and arbitration under the *Hospital Labour Disputes Arbitration Act*.

ARTICLE 6 - UNION SECURITY

- 6.01 Acquainting Potential Employees:

The Employer agrees to acquaint potential employees with the fact that a collective agreement with the union is in effect as well as the conditions of employment set out in the Articles dealing with Union security and dues check-off.

- 6.02 Union Meeting with New Employees:

During the first two (2) weeks of employment, an officer of the Union shall be allowed up to fifteen (15) minutes of time to meet with all new employees during working hours and without loss of pay. Said meetings shall take place on the Employer's premises at a time and place mutually agreed on by the parties. The purpose of said meetings is to discuss the duties and benefits of Union membership and to give out collective agreements, membership forms, and other relevant Union material.

- 6.03 Check-off Payments:

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

- 6.04 Deductions:

Deductions shall be forwarded in one cheque to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, addresses, gender, classifications,

status changes and number of hours paid of employees from whose wages the deductions have been made. A copy of this list shall also be forwarded to the Local Union Secretary Treasurer, by the Employer at the same time.

6.05 Dues Receipts:

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

6.06 Employer Indemnification:

The Union agrees to indemnify and save the Employer harmless from any and all claims, and from any other form of liability arising from the deductions set out in Article 6.03 above.

6.07 Contracting Out:

The Home shall not contract out or assign to non-employees any work normally performed by the bargaining unit employees if such contracting out of work or assignment to non-employees results in the lay off of bargaining unit employees.

6.08 All Employees to Be Members:

As a condition of employment, all employees of the Employer falling within the bargaining unit after January 1, 1988, shall become and remain members in good standing of the Union according to the Constitution and By-laws of the Union.

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7.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home and the Recording Secretary of the Union. In the event original correspondence passes, between other persons, copies shall be sent to the Administrator of the Home and the Recording Secretary of the Union.

7.02 A copy of any correspondence between the Employer and any employees in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Recording Secretary of the Union.

7.03 The Employer shall post in each department and supply the Union with a copy of an up-to-date seniority list every six (6) months, meaning as of December 31st by January 31st and as of June 30th by July 31st of each year, setting out the names of employees, their classifications and seniority ranking.

7.04 A copy of the Report of Dufferin Oaks Committee of Management shall be forwarded to the Recording Secretary of the Union once adopted by County Council.

ARTICLE 8 - REPRESENTATION

8.01 Representatives:

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit, and an employee or group of employees in the bargaining unit shall not bargain with or enter into any agreement with the Employer. 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 the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. The Employer shall recognize the Union's officers only Upon proper notification. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

8.02 The Union acknowledges that its representatives must continue to perform their regular duties and that so far as it is practicable, all Union activities will be conducted outside of regular working hours; further, no employee will engage in any union activity during regular working hours except as provided in this agreement, and that

- (a) such employee will not leave his regular duties without obtaining permission from his supervisor;
- (b) when resuming his regular duties after engaging in duties on behalf of the Union, he will report to his supervisor upon his return;
- (c) any union representative who is granted time by this clause to take up union business in a department other than his own will also report to the supervisor of that department at the time.

8.03 Union Bargaining Committee:

A Union Bargaining Committee shall be elected or appointed by the Union and consist of not more than five (5) members of the Union. If possible, one (1) of these will be an hourly employee. The Union will advise the Employer of the Union members of the Committee.

- 8.04 Members of the Union Bargaining Committee shall not lose pay for hours necessarily lost from scheduled work while attending collective agreement negotiation meetings with the Employer, up to and including conciliation.
- 8.05 Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings with the Employer or in accordance with their rights and responsibilities as designated Union representatives.

ARTICLE 9 - EMPLOYEE-MANAGEMENT COMMITTEE

- 9.01 The parties agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations; accordingly, the parties agree that there shall be an Employee-Management Committee, which Committee's purpose includes:
- (a) promoting and providing effective and meaningful communication of information and ideas;
 - (b) making joint recommendations on matters of concern, including the quality and quantity of care;
 - (c) discussing and reviewing matters relating to orientation and in-service/training programmes and
 - (d) discussing matters relating to employee-management relations.
- 9.02 The Committee shall be composed of not more than four (4) representatives from the Union and an equal number from the Employer. If the parties mutually agree, a spokesperson may be invited to speak on a specific issue.
- 9.03 The Committee shall meet at least quarterly, at a time to be mutually agreed upon. The agenda for each meeting will be established by a letter from each party, containing subject matters for discussion, to be delivered to the meeting Chairman at least seven (7) working days in advance of the meeting.
- 9.04 The duties of Chairman and Secretary shall alternate between the parties. The Secretary shall prepare minutes of the meeting, which shall be signed as soon as practicable by both parties to indicate mutual acceptance of said minutes as an accurate record of the Committee's meetings.
- 9.05 While the Committee shall consider and attempt to resolve problems of mutual concern, it is understood that the Committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

- 9.06 Employees shall not lose pay for hours necessarily lost from scheduled work while attending meetings.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the agreement including any question as to whether a matter is arbitrable.
- 10.02 At the time formal discipline is imposed, up to and including discharge, or at any stage of the grievance procedure, an employee shall have the right upon request to the presence of her steward. The Employer shall notify the employee of this right in advance.
- 10.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of adjusting his complaint. Such complaint shall be discussed with his immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement within seven (7) calendar days, the complaint shall then be taken up as a grievance within seven (7) calendar days following advice of his immediate supervisor's decision in the following manner or sequence:

Step No. 1

The employee may submit a written grievance signed by the employee to his immediate supervisor. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to have been violated. The immediate supervisor will deliver his decision in writing within seven (7) calendar days following the day on which the grievance was presented to him. Failing settlement, then:

Step No. 2

Within nine (9) calendar days following the decision under Step No. 1, the employee may submit the written grievance to the appropriate Director (Resident Care or Administrative and Support Services), who will deliver his decision in writing within nine (9) calendar days from the date on which the written grievance was presented to him. The parties may, if they so desire, meet to discuss the grievance at a time and place suitable to both parties. Step No. 1 may be omitted where the employee's immediate supervisor and the Director are the same person. Failing settlement then:

Step No: 3

Within fourteen (14) calendar days following the decision in Step No. 2, the grievance may be submitted in writing to the Administrator of the Home and the Grievance Committee who shall meet within fourteen (14) calendar days of the submission of the grievance at Step No. 3 unless extended by agreement of the parties. The purpose of the meeting shall be to facilitate a resolution of the grievance or otherwise clearly identify the issues in dispute. It is understood and agreed that a representative of the Canadian Union of Public Employees and the grievor may be present at the meeting. It is further understood that the Administrator of the Home may have such counsel and assistance as he may desire at such meeting. The decision of the Employer shall be delivered within the fourteen (14) calendar days following the date of such meeting.

- 10.04 A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 3 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.
- 10.05 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing. Said grievance shall identify each employee in the group and shall be presented to the Administrator or his designate within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees in the group. The grievance shall then be treated as having been initiated at Step No. 3, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.
- 10.06 A claim by an employee that he/she has been discharged without just cause or suspended shall be treated as a grievance at Step No. 3 if the grievance is submitted in writing within seven (7) calendar days following the date on which the discharge or suspension is effected. In the case of an employee terminated prior to the completion of the probationary period the conditions set out in Article 12.03 shall apply. Any such grievance may be settled under the Grievance and Arbitration Procedure by:
- (a) confirming the Employer's action in dismissing the employee, or
 - (b) reinstating the employee with or without full compensation for time lost; or

- (c) by any other arrangement which may be deemed just and equitable.

Whenever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing, at the same time as the employee. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period without just cause.

10.07 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 3 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No. 3, it will be deemed to have been received within the time limits.

10.08 All agreements reached under the grievance procedure between the representatives of the parties will be final and binding upon the parties and upon the employees.

10.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing provision, it shall make such request in writing addressed to the other party to this Agreement and at the same time name a nominee. Within seven (7) calendar days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two (2) nominees shall attempt to select by agreement a chairman of the Arbitration Board. If they are unable to agree upon such a chairman within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chairman.

10.10 No person may be appointed to the Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

10.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

10.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provision of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

10.13 The proceedings of the Arbitration Board will be expedited by the parties hereto. The decision of the majority or, where there is no majority, the

decision of the chairman, shall be final and binding upon the parties hereto and the employee or employees concerned.

- 10.14 Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chairman of the Arbitration Board.
- 10.15 The time limits set out in the Grievance and Arbitration Procedures herein are mandatory. Failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the *Labour Relations Act*.
- 10.16 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately apply.

ARTICLE 11 - EMPLOYEE FILES

- 11.01 A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall sign such evaluation as having been read and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. A copy of the evaluation will be provided to the employee. Such evaluations are to take place on or about the anniversary date of employment.
- 11.02 Each employee, with a Union representative if requested, shall have reasonable access to the employee's file for the purpose of reviewing and obtaining copies of any evaluations or disciplinary notations contained therein, in the presence of a supervisor or designate.
- 11.03 Any letter of reprimand, suspension, or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension, or other sanction, provided that the employee's record has been discipline free for such eighteen (18) month period.

ARTICLE 12 - SENIORITY

- 12.01 (a) Seniority is defined as the length of service in the bargaining unit, subject to the provisions in this Article, and shall include service with the Employer prior to the certification or recognition of the Union, measured from the date of last hire.
- (b) All seniority, illness, vacation and like credits obtained under this agreement shall be retained and transferred with the member if she changes her status from full-time to hourly and vice-versa.

12.02 Seniority List.

The Employer shall maintain a seniority list showing the current classification, the date of last hire, length of seniority, and whether the employee is full time or hourly. Where two (2) or more employees commence work on the same day, and have the same seniority date, seniority will be in accordance with the date of application.

12.03 Probationary Employees:

A new employee shall be considered probationary for sixty (60) tours worked or six (6) months, whichever comes first. Upon successful completion of the probationary period, the employee shall be placed on the seniority list with seniority effective from the date of last hire. The Employer has the sole discretion to terminate the employment of a probationary employee on the basis that the employee is not suitable for permanent employment. The Employer's determination of suitability shall not be made in a manner which is arbitrary, discriminatory or in bad faith. For the purposes of this clause, seven and one-half (7 1/2) hours equals one (1) tour [or seven (7) hours for office and clerical employees (payroll/benefits officer, craft/volunteer co-ordinator, accounting clerk, medical secretary, secretary/receptionist.)

12.04 For the purposes of this Agreement, hourly employees shall accumulate seniority on the basis of one (1) year's seniority for each "x" hours worked in the bargaining unit from the last date of hire, except as otherwise provided in this Article, with "x", defined as follows:

- (a) Office and clerical (payroll /benefits officer, craft/volunteer co-ordinator, accounting clerk, medical secretary, secretary/receptionist) $x = 1625$
- (b) All others: $x = 1740$

12.05 Loss of Seniority:

An employee shall lose all seniority and shall be deemed terminated if she:

- (a) quits or retires;
- (b) is discharged and not reinstated through the Grievance/Arbitration procedure;
- (c) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason
- (d) fails to return to work upon the expiration of a leave of absence or utilizes the leave for a purpose other than that for which the leave was granted;

- (e) has been laid off for twenty-four (**24**) months;
 - (f) fails:
 - (i) within seven (7) calendar days from the mailing of Notice of Recall sent by registered mail to her last known address to signify her intention to return from layoff, and further
 - (ii) to return to work within seven (7) calendar days thereafter;
 - (g) is absent due to illness or disability for a period of twenty-four (24) months from the time the illness or disability commenced, subject to the provisions of Article **4.02** (a).
- 12.06** An employee shall maintain but not accumulate seniority under the following circumstances:
- (a) during a leave of absence granted by the Employer in writing, in excess of fourteen (**14**) consecutive calendar days; and
 - (b) during a layoff not exceeding twenty-four (**24**) months.
- 12.07** Without limitation, an employee shall continue to accumulate seniority under the following circumstances:
- (a) during a leave of absence granted by the employer in writing, not to exceed fourteen (**14**) consecutive days;
 - (b) during maternity/adoption/parental leave, in accordance with Article **19.06** below; and
 - (c) during a period of illness or disability, subject to Article **12.05** (g).
- 12.08** Transfer and Seniority Outside Bargaining Unit:
- No employee shall be transferred to a position outside the bargaining unit without her consent. If an employee is transferred to a position outside the bargaining unit, she shall retain her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. The Employer may return said employee to a position in the bargaining unit during her trial period, which shall not be any longer than the probationary period described in paragraph **12.03** above. The employee may also request the Employer to make such a return during said trial period. If the employee is returned to the bargaining unit, she shall be placed in a job consistent with her seniority. Such return shall not result in the lay off or bumping of an employee holding greater seniority.

Where the qualifications of factor (a) are relatively equal, factor (b) shall govern.

13.04 The Employer shall give first consideration to bargaining unit employees in filling the vacancy, provided that the Employer shall be free to fill the vacancy at its discretion should there be no suitable applicants from the bargaining unit pursuant to the provisions of this Article.

13.05 (a) Within seven (7) calendar days of the date of appointment to a posted vacancy, the successful applicant shall be notified in writing, and a posting announcement shall be posted on the department and CUPE bulletin boards for a period of seven (7) calendar days. An announcement shall likewise be posted in the event of an assignment to a vacancy of three (3) months or less.

(b) Unsuccessful applicants who wish to inquire about the selection process may address their inquiry to the department supervisor.

13.06 Trial Period:

The successful applicant to a posted vacancy or to a secondary vacancy arising from a posted vacancy shall be allowed a trial period of up to sixty (60) tours, during which the Employer will determine whether or not the employee can satisfactorily perform the job. At the outset of the trial period, the Employer shall provide adequate familiarization to the successful applicant. Within the trial period, the employee may be returned by the Employer to the position formerly occupied, without loss of seniority. The employee may also request such a return. Secondary vacancies resulting from the filling of the posted vacancy shall be filled on a temporary basis until the trial period is completed.

13.07 Employees who are promoted to a secondary vacancy shall not be eligible for another secondary vacancy position, subject to the sole and absolute discretion of the Employer, for nine (9) months, or until a temporary vacancy has expired, whichever comes first.

13.08 A new employee who is hired into a temporary vacancy, of nine (9) months or less, shall not acquire seniority rights over employees who had seniority standing at the time the new employee was hired.

13.09 Adjustment of rate when changing classifications:

(a) When applying for a position in a higher rated classification, the successful candidate will go to the next higher rate of pay which is at least Step 1 on the grid.

(b) Depending on experience with the County in the new classification, the employee may move to a higher step on the grid. For the purposes of this

provision, classification shall mean a position in Schedule "All of the Collective Agreement, e.g. Payroll/Benefits Officer.

- (c) When laid off, if an employee bumps to a lower rated classification, he will go to the same step on the grid of the lower rated classification.

13.10 When laid off, if an employee bumps laterally, he will maintain his existing rate of pay.

ARTICLE 14 - LAYOFF AND RECALL

14.01 In the case of a work shortage requiring a lay off, the following procedure shall apply, provided that the employees retained possess the required qualifications to perform the remaining work available:

- (a) probationary employees shall be laid off first;
- (b) hourly employees shall be laid off next in the reverse order of their bargaining unit-wide seniority; and
- (c) if further employees are to be laid off, full-time employees shall be laid off in reverse order of their bargaining unit wide seniority.

14.02 An employee about to be laid off may exercise his seniority, provided that the employees retained possess the required qualifications to perform the remaining work available, by bumping a junior employee in a classification at an equivalent or lower wage level.

14.03 Recall Procedure:

Employees shall be recalled in the order of their seniority, provided they have the required qualifications to perform the work, subject to a brief period of familiarization with the work.

14.04 New employees shall not be hired until those laid off have been given an opportunity of recall.

14.05 The Employer will endeavour to notify the Union and employees who are to be laid off as far **in** advance as possible of the date of lay off. The minimum periods of notice or pay in lieu of notice are as set out in the *Ontario Employment Standards Act*.

14.06 Grievances concerning layoffs and recalls shall be initiated at Step No. 3 of the Grievance Procedure.

ARTICLE 15 - HOURS OF WORK

15.01 Employees shall be categorized as either full-time or hourly for the purposes of this Agreement, and especially this Article and Article 12.04.

15.02 (a) Full-time employees are those who regularly work thirty-seven and one-half (37 1/2) hours per week comprised of seven and one-half (7 1/2) hours per day and five (5) days per week, except as set out in Article 15.02 below.

(b) Full-time office and clerical employees are those who regularly work thirty-five (35) hours per week comprised of seven (7) hours per day and five (5) days per week, being Monday to Friday.

(c) If an employee is up to seven (7) minutes late for her scheduled shift, no time shall be deducted from her shift; however, if the employee is eight (8) to fifteen (15) minutes late, then fifteen (15) minutes shall be deducted from her shift. The same pattern shall apply to successive fifteen (15) minute intervals. Nothing herein restricts the employer from taking progressive disciplinary action for lateness.

15.03 Hourly employees are those who regularly work fewer hours than full-time employees.

15.04 The above provisions are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or days of work per week.

15.05 Breaks:

There shall be two (2) paid rest periods of fifteen (15) minutes duration each, and one (1) unpaid lunch period of thirty (30) minutes for each shift more than five (5) hours in length (one (1) hour for office and clerical employees). Shifts of five (5) hours or less will include one (1) paid rest period of fifteen (15) minutes duration.

If an employee is recalled to duty during any of the breaks set out above, she shall receive the time off missed later in the shift.

15.06 Overtime:

(a) Overtime at the rate of time and one half (1 1/2) shall be paid:

(i) for all authorized hours worked in excess of seven and one-half (7 1/2) hours in a twenty-four (24) hour period (seven (7) hours for office and clerical employees);

- (ii) for all authorized hours worked by a full-time employee on a scheduled day off,
 - (iii) for all authorized hours worked by an hourly employee in excess of forty (40) hours per week (Sunday to Saturday); and
 - (iv) for all authorized hours worked in contravention of Article 15.10 and 15.11, below.
- (b) There shall be no pyramiding of overtime or other benefits.
 - (c) An employee may request, in writing, time off in lieu of overtime pay, of an equivalent value, which request and the scheduling of which shall not be unreasonably denied. The Employer shall exercise its discretion on a first come, first served basis.
 - (d) Overtime is payable at fifteen (15) minute intervals in the same way as article 15.02 (d) above; up to seven (7) minutes in each interval is not paid; eight (8) to fifteen (15) minutes is paid the full fifteen (15) minutes at the overtime rate.

15.07 (a) Non-scheduled Hours:

The Employer will endeavour to distribute non-scheduled hours as equitably as possible in accordance with employee availability, department, classification and with a view to minimizing overtime. The Employer recognizes the importance of seniority in said equitable distribution.

- (b) In the event an employee is called in for a full shift the employee shall be paid as though she worked the entire shift, provided that the employee reports for work within thirty (30) minutes of the call-in. In all other circumstances an employee shall be paid only for time actually worked.

15.08 Reporting Pay:

An employee who reports to work at the regularly scheduled time, without receiving contrary instructions, shall receive at least four **(4)** hours pay, unless scheduled for fewer hours, in which case she shall receive pay for the scheduled hours. The Employer may require that the employee perform work for all the hours paid provided that the work is related to her classification.

15.09 Call-back Pay:

An employee who has left the premises of the Home, including grounds and parking lot, at the completion of her shift and who is called back to work on the same **day** shall receive at least four **(4)** hours pay. The

Employer may require that the employee perform work for all the hours paid, provided that the work is related to her classification.

15.10 Shift Work:

- (a) In sections required to provide seven (7) day service, the Employer will schedule shifts so that employees receive at least one (1) weekend off in three (3) ; the Employer will endeavour to schedule shifts so that employees receive at least one (1) weekend off in two (2).
- (b) Each employee will receive either Christmas Day or New Year's Day off, alternating each year. It is understood that paragraph 15.10 (a), above, may be adjusted to allow for this.
- (c) An employee requesting in writing specific tours on a permanent basis will be given consideration if convenient to the Employer to make such arrangement and shall continue only as long as it is convenient for the Employer. An employee requesting in writing removal from a permanent tour of duty will be given consideration by the Employer.

15.11 Shift Schedules:

- (a) Schedules and days off determined by the Home shall be posted at least three (3) weeks in advance for a four (4) week period. These tours and/or days off may be changed by the Employer at any time with consent of the employee(s) provided, however, if consent is not granted, the Employer may change the schedule on forty-eight (48) hours' notice. When a tour schedule is changed without forty-eight (48) hours' notice, the employee(s) shall be paid at the premium rate of time and one-half (1 1/2) for the first tour of the new schedule.
- (b) Requests for special days off are to be submitted in writing at least two (2) weeks in advance of posting. Requests for changes in posted time schedules must be submitted in writing and co-signed by the employee willing to exchange days off or tour of duty. In any event, it is understood that such a tour of duty or exchange initiated by the employee and approved by the Supervisor shall not result in overtime compensation or payment.
- (c) Schedules may be posted to provide for more than five (5) consecutive days of work, but not more than six (6) days of work without days off, provided a total of four (4) days off are scheduled each fourteen (14) days. In any two (2) week period, at least two (2) consecutive days off must be scheduled.
- (d) For full-time employees, at least sixteen (16) hours' time off shall be scheduled between a change of tours of duty, and at least forty-seven (47) hours' time off shall be scheduled following night duty when two (2) or

more consecutive night tours are worked. For hourly employees, at least twenty-three (23) hours' time off shall be scheduled following night duty when two (2) or more consecutive night tours are worked.

A shorter period of time between change of tours may be scheduled; however, should the above provision not be adhered to, such employee will be paid time and one-half (1 1/2) for the first tour worked.

15.12 Shift Premium:

- (a) Night shift: a bonus of sixty cents (\$.60) per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 12:01 a.m. and 6 a.m.
- (b) Afternoon shift: a bonus of forty-five cents (\$.45) per hour, for all hours worked on a shift, shall be paid to employees who are required to work on a shift any part of which, exclusive of overtime, falls between the hours of 7 p.m. and 11:59 p.m.
- (c) Shift premiums shall not be considered as part of an employee's basic hourly rate and shall therefore not be pyramided with overtime hours.

ARTICLE 16 - PAID HOLIDAYS

16.01 All full-time employees shall receive the following holidays without loss of pay:

New Year's Day	Civic Holiday
Heritage Day(if proclaimed)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Float Day	

If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace the Float Day specified above. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of this Agreement.

Floating Holiday: Employees employed as of January 1 shall make written request for a floating holiday to be used in that calendar year, the scheduling of which shall not be unreasonably denied by the Employer in consideration of the operating needs of the Home.

- 16.02 (a) In order for a full-time employee to qualify for a paid holiday and receive payment, such employee must:
- (i) work the regular day of work preceding and following the holiday, provided that if a full-time employee is absent due to illness, the employee shall be paid for all statutory holidays during time of illness, according to the formula established under the Short Term Disability Plan. If a statutory holiday occurs when an employee is on authorized leave without pay, she shall receive statutory holiday pay provided that she is not on leave without pay the working day before or after the statutory holiday; and
 - (ii) report for and Perform her work on the holiday if she agreed to work that day unless excused by the Employer.
- (b) A full-time employee who qualifies for a holiday and does not work shall be paid for one (1) day at her normal rate of pay.
- (c) A full-time employee who works on any of the foregoing holidays shall be paid at the rate of time and one-half (1 1/2) her applicable hourly rate of pay for all hours worked on such holiday. In addition, she will receive a lieu day off with pay.
- 16.03 A tour that begins or ends during the twenty-four (24) hour period of any of the above holidays shall be deemed to be work performed on the holiday, and shall be so deemed for the full period of the tour, only if the majority of the hours worked falls within said twenty-four (24) hour period.
- 16.04 When a holiday falls with the vacation period of a full-time employee, it shall be added to the end of her holiday or scheduled at a mutually agreeable time. When a holiday falls on a regularly scheduled day off of a full-time employee, it shall be scheduled at a mutually agreeable time.
- 16.05 (a) An employee may request, in writing, the scheduling of lieu days, which shall not be unreasonably denied.
- (b) A request for the scheduling of lieu days must be submitted to the Supervisor at least three (3) working days prior to the date in question.
- (c) Lieu days may be accumulated up to five (5) days.
- 16.06 Insofar as it is possible to do so, the Employer will do its best to equally distribute paid holidays off among its staff.
- 16.07 (a) An hourly employee shall receive Public Holidays in accordance with the Ontario *Employment Standards Act*.

- (b) If an hourly employee is required to work on a Public Holiday, she shall be paid at one and one-half (1 1/2) times her regular rate for all hours worked plus any holiday pay to which she may be entitled under (a) above.

ARTICLE 17 -VACATIONS

- | 17.01 | Months of Service | Equivalent Years | Rate per Month | Equivalent Days |
|-------|-------------------|------------------|----------------|-----------------|
| | 0-24 | 0 - end 2 | 5/6 | 10 |
| | 25-120 | Start 3 -end 10 | 1 1/4 | 15 |
| | 121-216 | Start 11 -end 18 | 1 2/3 | 20 |
| | 217 – on | Start 19 - on | 2 1/12 | 25 |
- 17.02 Employees may accumulate vacation credits for a maximum of eighteen (18) months.
 - 17.03 Employees may draw up to ten (10) days vacation in advance, Should any employee terminate prior to completing the service requirement to earn such days, appropriate deduction shall be made from her termination pay.
 - 17.04 When an employee's employment is terminated for any reason, full payment for vacation earned but not taken will form a portion of such employee's termination pay.
 - 17.05 (a) In order to schedule vacations, the following procedure will govern:
 - (i) Employees will request summer vacation by April 1st of the year. The Employer will post vacation granted by May 1st. Requests after the deadline will be treated on an individual basis.
 - (ii) Vacation for any other time of year will be treated on an individual basis; the Employer agrees to approve or deny such requests, within fourteen (14) calendar days from receipt of the request, unless in a case of an emergency when it will be given as soon as practicable.
 - (b) In the event of conflicts, seniority shall prevail.
 - (c) The weekend prior to an employee's vacation shall be scheduled as a weekend off unless otherwise requested.
 - (d) All vacation shall be scheduled to commence on a Monday unless other arrangements are made.
 - (e) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following vacation.

17.06 Advance vacation wages can be paid prior to going on vacation provided that the request is submitted in writing to their Supervisor at least one (1) full pay period prior to going on vacation.

17.07 All hourly employees shall be granted vacation pay on the following basis:
Years of Service (see 12.04)

% of Pay per Hours

		<u>Worked</u>
0	- end 2	4%
Start 3	- end 10	6%
Start 11	-end 18	8%
start 19	- on	10%

17.08 Vacation pay for hourly employees shall be calculated and paid with the first pay in January of each year.

17.09 Vacation Credits do not accumulate while on maternity leave, adoption leave or Long Term Disability, WSIB. or leaves of absence without pay for more than fourteen (14) consecutive calendar days.

17.10 Where an employee's scheduled vacation is interrupted due to a serious illness or injury requiring the employee to be an in-patient in a hospital (including a consequent period of medically prescribed bed rest at home) , the period of such hospitalization (plus such prescribed bed rest) shall be considered sick leave.

The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.

ARTICLE 18 - SICK LEAVE

18.01 Short Term Disability Plan:

Every full-time employee shall have immediate thirteen (13) weeks of disability coverage according to the following formula:

<u>Years of Services (as of January 1st of each year)</u>	<u>Full Salary</u>	<u>2/3's Salary</u>
First 3 months	-----	13 weeks
After 3 months but less than 2 years	1 week	12 weeks
2 years but less than 3 years	2 weeks	11 weeks
3 years but less than 4 years	3 weeks	10 weeks
4 years but less than 5 years	4 weeks	9 weeks
5 years but less than 6 years	5 weeks	8 weeks
6 years but less than 7 years	6 weeks	7 weeks

7 years but less than 8 years	7 weeks	6 weeks
8 years but less than 9 years	8 weeks	5 weeks
9 years but less than 10 years	9 weeks	4 weeks
10 years but less than 11 years	10 weeks	3 weeks
11 years but less than 12 years	11 weeks	2 weeks
12 years but less than 13 years	12 weeks	1 week
13 years but less than 14 years	13 weeks	-----

18.02 Short Term Disability Payment

It is understood that in any calendar year a total of only thirteen (13) weeks of salary protection shall be available.

When a full-time employee is off on Short Term Disability and a Statutory Holiday occurs, the staff member does not lose a sick day; however, they do lose a Statutory day for the holiday. No Statutory Holidays are accumulated when on Short Term Disability.

If any full-time employee is on Short Term Disability at December 31st of any year, that employee would not revert to full pay as of January 1st, but would continue on at their current rate of pay until a total of thirteen (13) weeks of continuous absence has occurred; at which point application for Long Term Disability benefits should be made.

A statement showing the balance of one hundred percent (100%) and two-thirds (2/3's) of salary shall be issued to each full-time employee within thirty (30) days of their return to employment from Short Term Disability by their Department Head.

Should a full-time employee still be disabled at the expiration of thirteen (13) continuous weeks of Short Term Disability Benefits, she shall immediately apply for Long Term Disability Benefits. Payment under the Short Term Disability Plan may be obtained depending on circumstances, by one of the two methods outlined in Article 18.03, below.

18.03 (a) Uncertified STD Days (No Medical Certificate Required)

Each full-time employee shall be allowed, if qualified, to apply for up to four (4) consecutive working days without a Doctor's certificate, provided that the total number of such "uncertified" days in any calendar year shall not exceed eight (8) days. The Employer reserves the right to demand a physician's certificate to determine the validity of any claim under the Short Term Disability Plan.

(b) Certified S.T.D. Days (Medical Certificate)

Each full-time employee who is absent for a period of more than four (4) consecutive working days shall submit a satisfactory certificate from a qualified medical practitioner.

Full-time employees, including employees absent as a result of an industrial accident, will be required to produce a medical certificate within the first ten (10) days of absence. It will be necessary to renew such certificate(s) every four (4) calendar weeks, indicating the total period of absence and probable date of return to work.

If it should appear to the Administrator that any full-time employee is making too frequent application for this leave, or that the correctness of certificate is questionable, the matter shall be referred to the Chief Administrative Officer for investigation and report.

- (c) In the event an employee drops to two-thirds (2/3) earnings, she may, upon her written request, use accumulated vacations or lieu time (overtime/paid holidays) to supplement her two-thirds (2/3) earnings to one hundred percent (100%).

18.04 It is the responsibility of the employee to assume any costs incurred in obtaining medical certificates required by this Article.

18.05 Bonus Day Payout

Should a full time employee be absent less than five (5) days in a calendar year, then the employee will be credited with the difference between five (5) days and the number of days actually used, and the value of these credits shall be paid out to the employee at the end of each calendar year at the rate of pay of that calendar year. If the employee chooses, the credits owing may be taken as time off, the time to be mutually agreeable between the employer and employee. If service is less than twelve (12) full months in the year, payout of "Bonus Day's" will be prorated.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Leave of absence for full-time Union or public duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay and without loss of benefits so that the employee may be a candidate in Federal, Provincial, or Municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without pay during her terms of office.
- (c) An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without loss of seniority for a

period of up to two (2) years. During such leave of absence, salary and benefits will be kept whole by the Employer and the Union agrees to reimburse the Employer for such salary and benefits.

19.02 Union Leave

Upon receipt of written request and on reasonable notice not to be less than fifteen (15) days prior to the scheduled leave, the Employer shall grant leave of absence without pay to employees elected or appointed to represent the Union at Union conventions, seminars and programs, provided such leave of absence does not interfere with the efficient operation of the Home. Such leave shall not exceed the total accumulation for all employees in the bargaining unit of forty (40) working days in any calendar year and not more than four (4) employees shall be permitted to be absent at any one time from the Home.

19.03 Bereavement Leave

- (a) For the purpose of mourning at the time of death, an employee shall be granted up to three (3) consecutive days without loss of pay for the regularly scheduled hours, in the case of the death of a spouse, mother, father, child, grandchild, grandparents, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law and daughter-in-law.
- (b) In the event of a common law relationship, which has existed for a period of at least one (1) year, and is publicly represented by the employee as the employee's family in the community in which she resides, the previously noted common law relative shall be considered for bereavement leave.
- (c) Pay shall be at the employee's regular rate and shall only be for the time she was scheduled for work. Additional leave of absence without pay may be granted by the Employer.

19.04 Jury and Witness Duty

Where an employee is required to be absent by reason of receipt of a summons to attend as a Juror or by reason of receipt of a subpoena as a crown witness, she shall maintain her normal pay, computed at her normal hourly rate for hours lost from work, subject to the following provisions:

- (a) Employees must notify the Employer within one (1) working day after receipt of notice of selection of jury duty or subpoena as witness.
- (b) An employee called for jury duty or subpoenaed as a witness and who is temporarily excused from attendance at court, must report for work if a reasonable period of time remains to be worked in her shift.

- (c) Employees who are on other than the day shift shall be considered as assigned to the day shift for those days they are required to serve as jurors or to act as witnesses.
- (d) In order to be eligible to maintain her pay, an employee must furnish a proper statement from the proper public official showing the date and time served and the amount of pay received, and must furnish the pay received, less expenses.

19.05 Personal Leave

At the discretion of the Employer, leave of absence without pay and for legitimate personal reasons may be granted to any employee, provided the leave does not unreasonably interfere with the efficient operation of the Home. Request for and permission granted in respect of such leave must in all cases be in writing. Where possible, requests shall be made thirty (30) days in advance.

In accordance with the above, the Employer will endeavour to grant requests for leave of absence without pay for up to twenty (20) working days after every five (5) years of seniority.

19.06 Pregnancy/Adoption Leave

(a) Pregnancy Leave

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

- (i) The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks.
- (ii) The employee shall give written notification at least two (2) weeks 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 or premature birth.
- (iii) Pregnancy leave shall be for seventeen (17) weeks. If entitled, the leave may be extended by parental leave for an additional eighteen (18) weeks, or thirty-five (35) weeks in total. Except in special circumstances, written notice to extend the leave must be given by the employee at least four (4) weeks prior to the expiry of the initial period of pregnancy leave.
- (iv) Pregnancy leave may be commenced at any time within the seventeen (17) weeks before the expected date of delivery.

- (v) Parental leave must be taken in accordance with the ESA.
- (vi) on confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave, and who is in receipt of Unemployment Insurance Pregnancy benefits pursuant to the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will equal the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings.

Regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on her last day of work prior to the commencement of leave times her normal weekly hours. Entitlement to the benefit commences following the two (2) week unemployment insurance waiting period. Payment shall commence on receipt by the Employer of the employee's unemployment insurance cheque stub as proof that she is in receipt of Unemployment Insurance Pregnancy Benefits, and shall continue while the employee is in receipt of such benefits for a maximum of fifteen (15) weeks.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this article.

Employees do not have a right to SUB payments except for supplementation of U.I. benefits during the unemployment period as specified in this article.

- (vii) During pregnancy leave, including for this purpose the parental leave extension, the Employer shall continue to make its contributions to the various employee benefit plans for the maximum period of thirty-five (35) weeks, provided that the employee arranges to pay the employee's contributions, if any.
 - (viii) During pregnancy leave, including for this purpose the parental leave extension, seniority continues to accrue.
 - (ix) On completion of the leave, and so long as the Employer's operations have not been suspended or discontinued, the employee shall return to her former position, if it still exists, or to a comparable position if her former position no longer exists.
- (b) Adoption Leave

When an employee who has been employed for at least thirteen (13) weeks legally adopts a child, the employee shall be entitled to a leave of absence without pay for a period of up to six (6) months, with consideration to be given to the requirements of adoption authorities. The employee shall advise the Employer as far in advance as possible of a prospective adoption. The employee shall provide the Employer at least two (2) weeks, written notice of the date the leave is to begin. Terms and conditions of the adoption leave shall otherwise be in accordance with the parental leave provisions of the *Employment Standards Act*, as amended from time to time. On completion of the leave, the employee shall return to her former position, or a comparable one in terms of work setting and level of responsibility, and equivalent remuneration.

- (c) While on adoption leave, the Employer shall pay premiums for the various employee benefits for a seventeen (17) week period, at which time the employee will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate. No benefits will be paid after the seventeen (17) week period unless the employee arranges to prepay the full premium of any such benefit.

19.07 Education Leave

If authorized by the Home, an employee shall be entitled to leave of absence with pay, and without loss of seniority and benefits, to write examinations to up-grade skills and qualifications for jobs in the Home.

The employee may apply for leave of absence and for funding to take courses to up-grade or acquire qualifications and skills for jobs in the Home. No reimbursement of any kind will be paid unless an employee successfully completes the course.

19.08 Orientation and In-Services

- (a) An employee authorized by the Employer to attend any in-service program within the Home during regularly scheduled working hours shall suffer no loss in regular pay.
- (b) Payment for the actual orientation days will be withheld, until the newly hired employee has remained with the facility for their probationary period as per Article 12.03 of the Collective Agreement.

ARTICLE 20 - WAGES

- 20.01 The Employer shall pay wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement.

ARTICLE 21 - BENEFITS

21.01 The Employer agrees to pay on behalf of each permanent or continuous full time employee, one hundred percent (100%) of the billed premium of the following benefits, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period:

(a) Group Life Insurance

Coverage shall be the value of the yearly salary of the employee rounded up to the nearest one thousand dollars (\$1,000.00).

(b) Accidental Death and Dismemberment ("AD&D")

Coverage shall be the value of the yearly salary of the employee rounded up to the nearest one thousand dollars (\$1,000.00).

(c) Extended Health Care Plan ("EHC")

Coverage shall include semi-private hospital, prescription drugs, other medical expenses, hearing aid, vision care [effective on the first of the month following the date of ratification, the vision care plan will be increased to one hundred and fifty dollars (\$150.00) for twenty-four (24) months], chiropractic, podiatry, osteopathy and orthopaedic shoes.

(d) Employer Health Tax

(e) Dental Plan:

a plan to provide dental care to the equivalent of Blue Cross #9 plus space maintainers at the current ODA fee schedule as that schedule is amended during the life of this Agreement.

(f) Long Term Disability ("LTD")

Coverage shall be at seventy percent (70%) of monthly earnings up to a maximum benefit of five thousand dollars (\$5,000.00) per month. When an employee is on LTD, the Employer shall pay premiums for the various employee benefits for a period of seventeen (17) weeks, after which time the employee shall be responsible for full payment of any subsidized employee benefits in which she is entitled to participate. Benefit coverage shall not be continued after the period of seventeen (17) weeks unless the employee arranges to prepay the full premium of any such benefit.

(g) The Employer will pay the premiums on all of the full-time benefits while the employee is on S.T.D. for the entire thirteen (13) weeks of Short Term Disability Protection.

21.02 Hourly Employees:

- (a) Employer Health Tax.
- (b) Subject to the eligibility provisions herein, hourly employees will be given a single opportunity to opt into the Extended Health Care Plan and/or the Dental Plan (effective September 1, 1990), which shall be on or before August 31, 1990, or within thirty (30) calendar days of becoming eligible, or upon providing reasonable explanation, such as status change, to the Employer. An hourly employee may choose both of the above Plans, or either one, provided that the Group maintains the minimum participation levels required by the Plans. The Employer agrees to pay on behalf of each hourly employee who opts in fifty percent (50%) of the premiums for said Plan(s), with the other fifty percent (50%) to be deducted from participating hourly employee's first two pays in each month.

Eligibility: For those current employees who have not previously participated, eligibility shall be based on a calculation of the hours worked from January 1, 1990 until July 1, 1990, such that the average must equal a minimum of thirty (30) hours per pay period. New employees will become eligible after the completion of their probationary period or thereafter in accordance with the minimum requirement of thirty (30) hours per pay period. A participating hourly employee will no longer be eligible for coverage and will lose benefit status if she works less than thirty (30) hours per pay period in four (4) of the preceding seven (7) pay periods. Eligibility cases that are borderline will be reviewed by the parties. [Note: for the duration of the collective agreement, hourly employees who are participating in the Extended Health Care Plan shall be allowed to continue to participate, and may also opt for the Dental Plan, regardless of the above eligibility requirement.]

- (c) The Employer agrees to pay, on behalf of each eligible hourly employee, one hundred percent (100%) of the billed premiums of the AD&D benefit, as detailed in the master policy on file with the Employer; coverage will take effect on the first day of the month coincident with or next following completion of the probationary period. Coverage shall be the value of the yearly salary of the employee, rounded up to the nearest one thousand dollars (\$1,000.00); subject to a maximum of twenty thousand dollars (\$20,000.00) per annum.
- 21.03 (a) the Employer shall make available to all hourly employees a voluntary Life Insurance Plan. The employee shall have the option of having either a flat three thousand dollars (\$3,000.00) insurance or one (1) times (x) her annual salary. Premiums to be paid one hundred percent (100%) by the employee through payroll deductions.

- (b) When on authorized leave without pay, an hourly employee is responsible to pay all premiums.
- (c) When a full-time employee is on Long Term Disability longer than three (3) months, or an hourly employee becomes totally disabled prior to age 65 and the disability continues uninterrupted for six (6) months, life insurance will remain in force during the continued disability without payment of premiums, provided proper medical evidence of such disability is provided to the insurance carrier. This waiver will remain in effect until the employee returns to regular duties.

21.04 Pension Plans

(a) Ontario Municipal Employees Retirement System (OMERS)

All full-time employees must, if not previously members of the plan, join the plan commencing with the first day of employment. Transfer of existing membership shall become effective immediately. The Employer shall contribute an equal amount to the employee's contribution.

(b) Canada Pension Plan

All employees shall contribute to the Canada Pension Plan from the date of employment. Deductions shall be made in accordance with the regulations under the Act. The Employer shall contribute an equal amount to the employee's contribution.

21.05 Workplace Insurance

If an employee is absent due to accident or injury occurring while on duty or illness inherent to occupation and is covered by Workplace Insurance, the employee will retain Workplace Insurance cheques.

All of the employee's benefits which are normally paid by the Employer will continue to be paid for a period of one (1) year, in accordance with the provisions of the *Workplace Safety and Insurance Act*, at which time the employee will become responsible for full payment of any subsidized employee benefits in which she is entitled to participate. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits.

The employee is responsible for the employee's portion of OMERS payments, if applicable, until the first day of the fifth (5th) month of absence, at which time the employee is eligible to apply to OMERS for a Disability Waiver with regards to his/her OMERS.

21.06 All of the benefits described in this collective agreement shall be as more particularly described and set forth in the respective benefit plans and

insurance policies which shall be available for inspection by the Union upon request. The Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not less than the plans existing January 1, 1992.

ARTICLE 22 - OCCUPATIONAL HEALTH & SAFETY

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

22.02 Recognizing its responsibilities under the applicable legislation, the Home agrees to form a Joint Health & Safety Committee which shall consist of at least four (4) representatives and two (2) alternatives selected or appointed by the Union from the bargaining unit.

22.03 Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.

22.04 The Home agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.

22.05 Meetings shall be held every second month or more frequently at the call of the chair if required. The Committee shall maintain minutes of all meetings and make the same available for review.

22.06 Time off for representative(s) to attend meetings of the Health & Safety Committee in accordance with the foregoing shall be granted. Any representative (s) attending meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

22.07 The Union agrees to endeavour to obtain full co-operation of its membership in the observation of all safety rules and practices.

22.08 Modified Work Program

The parties agree that employees who are absent from work due to illness or injury, whether work related or not, should be returned to active employment as soon as possible.

The Employer will absorb the cost of physician's fees related to providing the documentation for participation in the Modified Work Program.

Without limitation, the Employer specifically recognizes its obligations pursuant to the return to work provisions of the *Workplace Safety and Insurance Act*.

The parties accordingly agree to co-operate in the effective administration of a Modified Work Program and will meet to effect changes to same if and when necessary.

ARTICLE 23 - GENERAL

23.01 Wherever the feminine form is used in this Agreement, it may be read as the masculine form, and wherever the singular form is used, it may be read as the plural form, and vice-versa in both cases.

23.02 Bulletin Boards

The Employer will provide to the Union three bulletin boards in mutually agreed places, No notices involving Union matters not directly related to the Home and C.U.P.E. may be posted without prior approval from the Administrator of the Home, which approval shall not be unreasonably withheld or delayed.

23.03 All changes in salary as a result of an employee receiving certification in a particular classification shall be effective when appropriate documentation is filed with the Employer.

23.04 New Classifications:

- (a) In case of a new classification, or in case of a substantial change to a classification listed in Schedule "A", the Employer shall propose a rate of pay to the Union, including a concise description of the essential duties of the new classification.
- (b) Within ten (10) working days of notification, the Union shall either accept the Employer's proposed rate of pay or request a meeting with the Employer to negotiate the rate of pay, which meeting shall be held within ten (10) working days of receipt of the challenge.
- (c) Failing settlement at the meeting, the Union may proceed to arbitration in accordance with Article 10, above. If the Union fails to request a meeting as set out above, or fails otherwise to properly refer the matter to arbitration, they shall be deemed to have accepted the rate proposed by the Employer.
- (d) The Arbitration Board shall base its decision by comparison with established classifications within the bargaining unit.

23.05 The parties agree to share the cost of reproducing this Agreement for general distribution.

23.06 Uniform Allowance

All employees who are required to wear uniforms, including footwear, will receive a clothing allowance to supplement the purchase of said uniforms of seventy-five dollars (\$75.00) per calendar year. Such allowance shall be paid by March 31 of each year, unless an employee is on his/her probationary period, in which case payment shall be withheld until successful completion of the probationary period.

23.07 Payroll Policies

Unless otherwise agreed, employees' pay will be deposited every second Wednesday by the Employer directly to the chartered bank of the employees' choice as advised to the Employer in writing. A statement of the employees, earnings and deductions will be provided to each employee in a sealed envelope every second Tuesday at the place of employment. Employees leaving the employ of the Employer shall be paid all outstanding monies on the next regular payroll day.

ARTICLE 24 - DURATION

24.01 This Agreement shall remain in full force and effect from January 1, 1998 to December 31, 2000, and shall be automatically renewed from year to year thereafter, unless either party notifies the other party, in writing, within ninety (90) days prior to the termination of this Agreement, of its desire to negotiate a revision, addition, or deletion to this Agreement.

24.02 In the event notice is given, as set out in Article 24.01, this Agreement shall be automatically extended until the consummation of a new Agreement through negotiations or pursuant to the appropriate procedures set out in the Ontario Labour Relations Act and the Ontario Hospital Labour Disputes Arbitration Act.

DATED at Shelburne this [19th] day of [April] 2000.

FOR THE CORPORATION OF
COUNTY OF DUFFERIN

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL, 3192

Ed Crewson
Daniel C Broderick
J. Hewitt
Mel Lloyd
Isabel Ireland

Vera Pardo
Bernadette Sardi
Kary Gray
Sharon Maltby

Schedule "A" - Classifications and Wage Rates

Classification	Start	After Prob'n	1 year	2 year	3 year
<i>I(a) [35 hours per week]: Payroll/Benefits Clerk, Craft/Volunteer Coordinator; Accounting Clerk; Medical Secretary; Administrative Clerk</i>					
Annual 1998	27,718.60	28,210.00	28,719.60	29,793.40	30,885.40
1999	28,264.60	28,774.20	29,302.00	30,394.00	31,504.20
2000	28,828.80	29,356.60	29,884.40	30,994.60	32,141.20
Bi-weekly 1998	1,066.10	1,085.00	1,104.60	1,145.90	1,187.90
1999	1,087.70	1,106.70	1,127.00	1,169.00	1,211.70
2000	1,108.80	1,129.10	1,149.40	1,192.10	1,236.20
Hourly 1997	14.93	15.20	15.47	16.05	16.64
Jan. 1, 1998	15.23	15.50	15.78	16.37	16.97
Jan. 1, 1999	15.53	15.81	16.10	16.70	17.31
Jan. 1, 2000	15.84	16.13	16.42	17.03	17.66
<i>I(b) [37.5 hours per week]: Adjuvant; Day Care Worker; Cooks; Assistant Director of Food Services; Maintenance/Electrician</i>					
Annual 1998	29,698.50	30,225.00	30,771.00	31,921.50	33,091.50
1999	30,283.50	30,829.50	31,395.00	32,565.00	33,754.50
2000	30,888.00	31,453.50	32,019.00	33,208.50	34,437.00
Bi-Weekly 1998	1,142.25	1,162.50	1,183.50	1,227.75	1,272.75
1999	1,164.75	1,185.75	1,207.50	1,252.50	1,298.25
2000	1,188.00	1,209.75	1,231.50	1,277.25	1,324.50
Hourly 1997	14.93	15.20	15.47	16.05	16.64
Jan. 1, 1998	15.23	15.50	15.78	16.37	16.97
Jan, 1, 1999	15.53	15.81	16.10	16.70	17.31
Jan. 1, 2000	15.84	16.13	16.42	17.03	17.66
<i>II(a) [35 hours per week]: Reception/Secretary</i>					
Annual 1998	24,843.00	25,261.60	25,680.20	26,590.20	27,463.80
1999	25,334.40	25,771.20	26,189.80	27,118.00	28,009.80
2000	25,844.00	26,280.80	26,717.60	27,664.00	28,574.00
Bi-Weekly 1998	955.50	971.60	987.70	1,022.70	1,056.30

1999	974.40	991.20	1,007.30	1,043.00	1,077.30
2000	994.00	1,010.80	1,027.60	1,064.00	1,099.00

Hourly 1997	13.38	13.61	13.83	14.32	14.79
Jan. 1, 1998	13.65	13.88	14.11	14.61	15.09
Jan. 1, 1999	13.92	14.16	14.39	14.90	15.39
Jan. 1, 2000	14.20	14.44	14.68	15.20	15.70

II(b) [37.5 hours per week]: Maintenance

Annual 1998	23,712.00	24,199.50	24,687.00	25,701.00	26,695.50
1999	24,180.00	24,687.00	25,174.50	26,208.00	27,222.00
2000	24,667.50	25,174.50	25,681.50	26,734.50	27,768.00

Bi-Weekly 1998	912.00	930.75	949.50	988.50	1,026.75
1999	930.00	949.50	968.25	1,008.00	1,047.00
2000	948.75	968.25	987.75	1,028.25	1,068.00

Hourly 1997	11.92	12.17	12.41	12.92	13.42
Jan. 1, 1998	12.16	12.41	12.66	13.18	13.69
Jan. 1, 1999	12.40	12.66	12.91	13.44	13.96
Jan. 1, 2000	12.65	12.91	13.17	13.71	14.24

III: RPN/HCA [37.5 hours per week]

Annual 1998	27,124.50	27,573.00	28,002.00	28,957.50	29,913.00
1999	27,670.50	28,119.00	28,567.50	29,542.50	30,517.50
2000	28,216.50	28,684.50	29,133.00	30,127.50	31,122.00

Bi-Weekly 1998	1,043.25	1,060.50	1,077.00	1,113.75	1,150.50
1999	1,064.25	1,081.50	1,098.75	1,136.25	1,173.75
2000	1,085.25	1,103.25	1,120.50	1,158.75	1,197.00

Hourly 1997	13.64	13.86	14.08	14.56	15.04
Jan. 1, 1998	13.91	14.14	14.36	14.85	15.34
Jan. 1, 1999	14.19	14.42	14.65	15.15	15.65
Jan. 1, 2000	14.47	14.71	14.94	15.45	15.96

IV: Nurse's Aides; Orderly [37.5 hours per week]

Annual 1998	26,637.00	27,066.00	27,514.50	28,489.50	29,425.50
1999	27,163.50	27,612.00	28,060.50	29,055.00	30,010.50
2000	27,709.50	28,158.00	28,626.00	29,640.00	30,615.00

Bi-Weekly 1998	1,024.50	1,041.00	1,058.25	1,095.25	1,131.75
1999	1,044.75	1,062.00	1,079.25	1,117.50	1,154.25
2000	1,065.75	1,083.00	1,101.00	1,140.00	1,177.50

Hourly 1997	13.39	13.61	13.83	14.32	14.79
Jan. 1, 1998	13.66	13.88	14.11	14.61	15.09
Jan. 1, 1999	13.93	14.16	14.39	14.90	15.39
Jan. 1, 2000	14.21	14.44	14.68	15.20	15.70

V(a) [37.5 hours per week]: Dietary Aides; Laundry Aides; H/K Aides; Storekeeper

Annual 1998	23,712.00	24,199.50	24,687.00	25,701.00	26,695.50
1999	24,180.00	24,687.00	25,174.50	26,208.00	27,222.00
2000	24,667.50	25,174.50	25,681.50	26,734.50	27,768.00

Bi-Weekly 1998	912.00	930.75	949.50	988.50	1,026.75
1999	930.00	949.50	968.25	1,008.00	1,047.00
2000	948.75	968.25	987.75	1,028.25	1,068.00

Hourly 1997	11.92	12.17	12.41	12.92	13.42
Jan. 1, 1998	12.16	12.41	12.66	13.18	13.69
Jan. 1, 1999	12.40	12.66	12.91	13.44	13.96
Jan. 1, 2000	12.65	12.91	13.17	13.71	14.24

V(b) [37.5 hours per week]: Maintenance – H/K Worker

Annual 1998	22,737.00	23,205.00	23,634.00	24,648.00	25,545.00
1999	23,185.50	23,673.00	24,102.00	25,135.50	26,052.00
2000	23,653.50	24,141.00	24,589.50	25,642.50	26,578.50

Bi-Weekly 1998	874.50	892.50	909.00	948.00	982.50
1999	891.75	910.50	927.00	966.75	1,002.00
2000	909.75	928.50	945.75	986.25	1,002.25

Hourly 1997	11.43	11.67	11.88	12.39	12.84
Jan. 1, 1998	11.66	11.90	12.12	12.64	13.10

Jan. 1, 1999	11.89	12.14	12.36	12.89	13.36
Jan. 1, 2000	12.13	12.38	12.61	13.15	13.63

VI: Seamstress [37.5 hours per week]

Annual 1998	22,737.00	23,205.00	23,634.00	24,648.00	25,545.00
1999	23,185.50	23,673.00	24,102.00	25,135.50	26,052.00
2000	23,653.50	24,141.00	24,589.50	25,642.50	26,578.50

Bi-Weekly 1998	874.50	892.50	909.00	948.00	982.50
1999	891.75	910.50	927.00	966.75	1,002.00
2000	909.75	928.50	945.75	986.25	1,022.25

Hourly 1997	11.43	11.67	11.88	12.39	12.84
Jan. 1, 1998	11.66	11.90	12.12	12.64	13.10
Jan. 1, 1999	11.89	12.14	12.36	12.89	13.36
Jan. 1, 2000	12.13	12.38	12.61	13.15	13.63

VII: Students

Hourly 1997	6.40				7.01
Jan. 1, 1998	6.53				7.15
Jan. 1, 1999	6.66				7.29
Jan. 1, 2000	6.79				7.44

LETTER OF UNDERSTANDING

1. The Employer intends to continue its current scheduling practices. In the event of proposed changes, the Employer will afford the Union an opportunity to meet to discuss said changes, prior to implementation.
2. In the event that an hourly employee agrees to work on her scheduled day off, the Employer will offer a mutually agreeable alternative scheduled day off. The employee is not obligated to take an alternative day off.
3. In regards to Article 12 on Seniority, it is agreed between the parties that for the purposes of calculating tours for seniority, the system outlined in paragraph 12.04 will commence on the date of ratification between the parties. Past seniority will be calculated on the system in place prior to certification.
4. Staff Room: The Employer will provide the Committee Room for the exclusive use of all staff of the Home as a Staff Room. This is a designated non-smoking area.
5. For the purpose of the grievance procedure, Step No. 2, the employee's immediate supervisor and the Director are the same person in these Departments: Office and Nursing. In those Departments, the immediate supervisor to whom complaints should be addressed at the outset is the same person as the Director.

DATED at Shelburne this [19] day of [Apr], 2000.

FOR THE CORPORATION OF
COUNTY OF DUFFERIN

Ed Crewson
Daniel C Broderick
J. Smith
Mel Lloyd
Isabel Ireland

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL, 3192

Vivian Priddey
Bernadette Baird
Karen Gray
Sharon Maltby

Letters of Understanding

Between:

The Corporation of the County of Dufferin

(the "Employer")

at Dufferin Oaks Home for Senior Citizens

(the "Home")

- and -

**The Canadian Union of Public Employees
and its Local 3192**

(the "Union")

Casual Employees

The Home confirms that casual employees are entitled to be employed outside of the Home.

The Home continues to rely on **its** casual employees to staff shifts when regularly scheduled employees are not available. The Home also relies on those regularly scheduled employees who are available to work additional hours.

For the benefit of both the Home and the employees, the parties agree to the following on a one-year trial basis (subject to renewal):

1. Hourly employees (both scheduled and casual) should identify to the Home if there are periods of time when they are unavailable to be called for non-scheduled work.
2. it is thereafter the responsibility of hourly employees to identify to the Home any changes in their periods of unavailability.
3. if the Home has concerns about whether or not it has adequate coverage, it will discuss that with the Union;
4. To assist in communications, the Home will advance up to \$100, once per employee, for the purchase of an answering machine, which advance shall be repaid by deducting \$ 10 per pay cheque.
5. Employees understand that their opportunity to work unscheduled shifts will increase in direct relation to their actual availability to work. Employees will, not

be contacted during periods of unavailability, but opportunities arising during such periods will be counted as lost opportunities.

Scheduling of Holidays for Office and Adjuvant Employees

This letter records our common understanding as follows:

Notwithstanding Articles 16.02 (c) or 16.07 (b), the Home and an employee may mutually agree to schedule an alternative day, in accordance with section 25(3) of the *Employment Standards Act*.

DATED at Shelburne this [19] day of [Apr], 20 00

FOR THE CORPORATION OF
COUNTY OF DUFFERIN

FOR THE CANADIAN UNION OF
PUBLIC EMPLOYEES AND ITS
LOCAL, 3192

J. Ed. Crewson
Daniel C. Boudreau
J. Smith
Tom Lloyd
Isabel Ireland

Vera Pugh
Sharon Malby
Bernadette Baird
Karen Gray

