

**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, 2004  
Expiry: December 31, 2006**

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TABLE OF CONTENTS

<b><u>ARTICLES</u></b>	<b><u>PAGE</u></b>
<b>ARTICLE 1 - PURPOSE.....</b>	<b>3</b>
<b>ARTICLE 2 - MANAGEMENT RIGHTS.....</b>	<b>3</b>
<b>ARTICLE 3 - RECOGNITION AND NEGOTIATION.....</b>	<b>4</b>
<b>ARTICLE 4 - NO DISCRIMINATION.....</b>	<b>4</b>
<b>ARTICLE 5 - NO <del>STRIKES</del> OR LOCKOUTS .....</b>	<b>5</b>
<b>ARTICLE 6 - UNION SECURITY.....</b>	<b>5</b>
<b>ARTICLE 7 - CORRESPONDENCE.....</b>	<b>7</b>
<b>ARTICLE 8 - UNION REPRESENTATION.....</b>	<b>7</b>
<b>ARTICLE 9 - EMPLOYEE-MANAGEMENT COMMITTEE.....</b>	<b>8</b>
<b>ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE.....</b>	<b>9</b>
<b>ARTICLE 11 - EMPLOYEE FILES .....</b>	<b>13</b>
<b>ARTICLE 12 - SENIORITY .....</b>	<b>13</b>
<b>ARTICLE 13 - PROMOTIONS AND STAFF CHANGES.....</b>	<b>15</b>
<b>ARTICLE 14 - LAYOFF AND RECALL .....</b>	<b>18</b>
<b>ARTICLE 15 - <del>HOURS OF WORK</del> .....</b>	<b>18</b>
<b>ARTICLE 16 - PAID HOLIDAYS.....</b>	<b>23</b>
<b>ARTICLE 17 - VACATIONS.....</b>	<b>25</b>
<b>ARTICLE 18 - SICK LEAVE.....</b>	<b>28</b>
<b>ARTICLE 19 - LEAVE OF ABSENCE.....</b>	<b>31</b>
<b>ARTICLE 20 - WAGES.....</b>	<b>36</b>
<b>ARTICLE 21 - BENEFITS.....</b>	<b>36</b>
<b>ARTICLE 22 - OCCUPATIONAL HEALTH &amp; SAFETY.....</b>	<b>39</b>
<b>ARTICLE 23 - GENERAL.....</b>	<b>40</b>
<b>ARTICLE 24 - DURATION .....</b>	<b>42</b>

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 and safety 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 **k f tl Bargaining U**

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.

**IC 4 - NO ATION**

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 in accordance with the Code, 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 **calculated by the Employer and** 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.

6.09 Technological/Work Method Changes

The Employer undertakes to discuss with the Union as far in advance as practical, major **technological/work** method changes that will have **a significant** impact on the status of employees within the bargaining unit.

The Employer agrees to discuss with **the** union the **effect** of such changes on the employment status of employees and to consider **practical** ways and means of **minimizing** the adverse affects, if any on employees concerned.

## ARTICLE 7 - CORRESPONDENCE

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 to the Union, two separate lists, one for full time employees and one for part time employees, by department & classification. A master bargaining unit seniority list shall be generated and shared with the union. Layout of the seniority lists shall include the names of employees, their classifications and seniority ranking. These lists shall be every six (6) months, meaning as of December 31st by January 31st and as of June 30th by July 31st of each year.**
- 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.
- 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 - UNION 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 a list showing 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 a part **time 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 ten (10) 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 ten (10) calendar **days**, the complaint shall then be taken up **as** a grievance within ten (10) 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 **ten** (10) calendar days following the day on which the grievance **was** presented to him. Failing settlement, then:

Step No. 2

**For the purpose of the grievance procedure, Step No 2, the employee's immediate supervisor and the Director are the same person in the Nursing Department. Thus, the immediate supervisor to whom complaints should be addressed at the outset, is the Director.**

Within **ten** (10) calendar days following the decision under Step No. 1, the employee may submit the ~~written~~ grievance to the appropriate Director, who will deliver **his** decision in ~~writing~~ within **ten** (10) 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 **and/or mediator** for the Arbitration Board at the time of reference to arbitration and the other provisions referring to Arbitration Board shall appropriately **apply**.

**The parties agree that should a settlement not be achieved through the mediation process that the grievance(s) may proceed to arbitration and all articles pertaining to the arbitration process shall 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 **prior to completion of the probationary period and** 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 **part-time** and vice-versa.
- (c) **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, and subsequent negotiated changes.**
- 12.02 **Probationary** period
- 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, **one (1) tour shall be the hours per week specified in schedule "A", divided by 5.**

**12.03        1 of Seniority**

For the purposes of this Agreement, **part-time** 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: In **accordance with schedule "A" classifications working 7 hour/day = 1625, All other will be = 1740**

**12.04        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).

**12.05        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.
- 12.06 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 12.04 (g).
- 12.07 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~~.

### ARTICLE 3 - PROMOTION AND STAFF CHANGES

#### 13.01 Job Postings

- (a) Within seven (7) calendar days of the Employer determining that there exists a primary vacancy in a bargaining unit position, or if the Employer establishes a new position ~~within~~ the bargaining ~~unit~~, the Employer shall post the position ~~as~~ a vacancy for a posting period of seven (7) calendar days.
- (b) Applications for posted primary vacancies shall be made in writing within said posting period.
- (c) **Prior to posting a vacancy, the department head shall consider and process any written requests for change in specific tours, in accordance with article 15.11 (c) ..**
- (d) **A request for transfer, completed on forms supplied by the Employer, shall be considered to be an application for the purposes of this Article. Employees must submit proof of successful completion of required courses, with their request for transfer, in order to be considered for**

certain identified positions ~~within~~ the home, i.e. RPN, PSW, Activationist, etc.

- (e) It is the responsibility of the employee to renew requests for transfer on file **by January 15<sup>th</sup>** of each year.
- (f) This Article does not apply for positions that are filled ~~in~~ accordance with provisions of Article **14.04**.
- (g) Vacancies which are not expected to exceed three (3) months may be filled by the Employer at its discretion. The Employer will give first priority to qualified employees with requests for transfer on file, in accordance with **the criteria** set out in Article 13.03 below and the procedure set out in Article 13.04 below.

13.02 All postings shall contain the following information:

Nature of the position, qualifications, required knowledge and education, skills, shift, **hours** of work, wage or **salary** range. The union **will** be notified of the name ~~of~~ the current incumbent.

Such qualifications **and** requirements shall be those necessary to perform **the** job function and may not be established in an arbitrary or discriminatory ~~manner~~. All job postings shall state, "this position is open to male **and** female applicants".

13.03 In all cases of transfer or promotion the following factors shall be considered:

- (a) skill, ability, experience **and** qualifications;
- (b) departmental seniority
- (c) bargaining unit seniority.

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

13.04 (a) 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.

- (b) When job postings occur, **only** qualified applicants **will** be eligible. Should there be no qualified applicants, employees presently taking courses ~~in~~ order to become qualified for a position **will** be considered **at** the Employer's discretion where a **minimum** of **75%** of the courses have been completed and the employee agrees **to** continue the courses



**until completion. Failure to successfully complete the courses in an appropriate period of time will result in the employee reverting back to their original position. Such course shall not interfere with the employee's work schedule unless by mutual agreement.**

- 13.05 (a) Within seven (7) calendar days of the date of appointment to a posted vacancy, the successful applicant shall be notified, and a posting announcement **setting out the anticipated starting date**, 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)** days, 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 **temporary** vacancy shall not be eligible for another **temporary** 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 **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 a **step differential**, 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 **"A"** of the Collective Agreement.
- (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.

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

#### **ARTICLE 14 - LAYOFF AND RECALL**

- 14.01        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*.
- 14.02        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)        **temporary**, probationary and then **casual** employees shall be laid off first;
  - (b)        **part-time** 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**, or by **inverse seniority, if the parties agree**.
- 14.03        **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.
- 14.04        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.
- 14.05        New employees shall not be **hired** until those laid off have been given an opportunity of recall.
- 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 **part-time** for the purposes of **this** Agreement, and especially this Article and Article 12.03.
- 15.02        The employer and the union agree that employees with the same job description within **the** same category (full time or part-time) will be assigned **shifts** on a fair and equitable basis, excluding casual call-in staff. Nothing in this provision shall affect established **shift** rotations.

- 15.03 (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 15.03 (b) 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.

15.04

- (a) ~~All~~ references to Part Time employees within this Agreement are deemed to mean all Regular part-time, part-time and casual employees, the definitions of which are as follows:
- (i) Regular Part-time employees are employees that appear on the Master Schedule, are assigned a set schedule on a regular rotation and that work less than full-time hours;
  - (ii) Part-time employees are employees ~~that~~ appear on ~~the~~ Master Schedule but do not have an assigned set schedule and that work less than full-time hours;
  - (iii) Casual employees have no regularly scheduled shifts on the master time sheet. The home relies on its casual employees to staff shifts when Regular part-time and part-time employees are not available.
- (b) Temporary Employees are employees that are hired for a specific position, and a set period of time, not to exceed 12 months, unless otherwise agreed upon by the parties. A Temporary Employee may only be hired when no qualified bargaining unit employee is interested in, or available for, the position. Articles 12 & 13 of this Collective Agreement do not apply to Temporary Employees but all other Articles, Appendices, Schedules and letters of Understanding shall apply.

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.

- c) The Employer may hire students on a part time basis provided that no employee, covered by this collective agreement, experiences a reduction in their scheduled hours of work.

15.05 (a) The above provisions are intended to define the normal hours of work and shall be construed as a guarantee of hours of work per day or days of work per week.

- (b) 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.

15.06 Breaks:

- (a) 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.

- (b) Staff Room: The Employer will provide space for a staff room for the exclusive use of all staff of the Home as a **Staff Room**.

15.07 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 ½) in any tour of duty (seven (7) hours for office & 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** a part-time 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, 15.11, and 15.12 (d) 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~~.

**Employees may accumulate a maximum of five (5) days in lieu of overtime pay. Once, employees have accumulated 5 days, Overtime pay will automatically be paid.**

- (d) Overtime is payable at fifteen (15) minute intervals in the same way as article ~~15.07 a~~ 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

15.08 (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.

15.09 **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.

15.10 **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.

15.11 **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. **Where reasonably possible, the Employer will also endeavour that each employee receive either Boxing Day or New Year's Eve Day in conjunction with the above days.** It is understood that paragraph 15.11 (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.
- (d) **The Employer will not schedule employees to work split shifts.**

15.12 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 **their next scheduled shift**.
- (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 **part-time employees, at**

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.

- 15.13 Shift Premium: Effective July 1<sup>st</sup>, 2004:**

- ## **ARTICLE 16 - PAID HOLIDAYS**

- |                             |                          |
|-----------------------------|--------------------------|
| New Year's Day              | Civic Holiday            |
| Heritage Day(if proclaimed) | Labour Day               |
| Good Friday                 | <b>Thanksgiving</b> Day  |
| Easter Monday               | Remembrance Day          |
| Victoria Day                | <del>Christmas</del> Day |
| <b>Canada Day</b>           | Boxing Day               |
| Float Day                   |                          |

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) A **Part-time** employee shall receive Public Holidays in accordance with the Ontario Employment *Standards Act*.

(b) If a **part-time** 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.

**16.08 Scheduling of Holidays for Office and Activation Employees**

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 the *Employment Standards Act*.

Months of Service	Equivalent years	Rate per <del>month</del>	Equivalent Days
0-24	0 - end	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

Months of Service	Equivalent years	Rate per <del>month</del>	Equivalent Days
0-24	0 - end	5/6	10
25-84	Start 3 – end 7	1 1/4	15
85-156	start 8 –end 13	1 2/3	20
157-288	start 14 – end 24	2	25
289- on	start 25 - on	2 1/2	30

- 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 part-time employees shall be granted vacation pay on the following basis: Years of Service (see 12.0.3)

0 – end 2	4%
Start 3 – end 10	6%
Start 11 – end 18	8%
<b>Start 19 – on</b>	<b>10%</b>

Effective January 1, 2005:

0 – end 2	4%
Start 3 – end 7	6%
Start 8 – end 13	8%
Start 14 – end <b>24</b>	<b>10%</b>
Start <b>25</b> – on	<b>12%</b>

- 17.08 Vacation pay for part time employees shall be calculated and paid each pay period. Employees ~~shall~~ have the option to direct their vacation pay into a self directed Canada **Savings** Bond, or other bank account.
- 17.09 Vacation credits do not accumulate while on **Long** Term Disability, WSIB or leaves of absence without pay for more ~~than~~ fourteen **(14)** consecutive calendar ~~days~~. However, **no** employee ~~will~~ experience a loss of Service for such absences and an employee, upon return from an absence as a result of any of the aforementioned reasons, ~~will~~ be **granted** vacation credits based **on** the Years of Service they had immediately prior to the absence.
- .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 (STD):**

Every full time employee shall have 6 days pay per year for incidental illness or as a bridge to STD benefits. New full time employees will have 6 days prorated.

Employees shall receive compensation for Short Term Disability Benefits of up to thirteen **(13)** weeks, as follows:

- a) All employees are entitled to 6 ~~(six)~~ sick days in a calendar year at full salary.
- b) If an employee becomes totally disabled **as** a result of an accident, the employee will be eligible for Short Term Disability payments from the first day of the accident, or from the first day the employee consults a qualified medical practitioner, whichever is later.
- c) If an employee becomes totally disabled as a result of an illness, the employee **will** be eligible for Short Term Disability payments from the fourth day of the illness, or from the first day the employee consults a qualified medical practitioner, whichever is later.
- d) If an employee becomes totally disabled as a result of **an** illness, and are ~~hospitalized~~, the employee **will** be eligible for Short Term Disability payment from the ~~first~~ day of hospitalization.
- e) In order to be eligible for STD payment the employee must be ~~receiving~~ regular and ongoing care from a qualified medical practitioner and or **a** recognized treatment facility for their disability.

At **the** end of 13 weeks, if appropriate documentation is provided, Long ~~Term~~ Disability Benefits will be initiated.

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.

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

Each full-time employee who is absent for a period of more than three (3) consecutive working days shall submit a satisfactory certificate from a qualified medical practitioner. 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.

- (b) 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%).
- (c) An Employee on Long Term Disability or Short Term Disability for **15** consecutive working days or more must provide their supervisor a minimum of **96** hours (**4** days) notice of their return ~~to~~ work date.

**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 ~~six~~ **(6)** days in a calendar year, then the employee will be credited with the difference between six **(6)** 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, to be mutually agreeable between the employer and employee, within the following calendar year.  
If service is less than twelve (12) full months in the year, payout of "Bonus Day's" will be prorated.

**18.06** Part Time Employees

Part Time employees, excluding casual employees, are entitled to **15** paid hours per calendar year, sick time.

Bonus Hours Payout

Should a part time employee be absent less than **15** hours in a calendar year, then the employee will be credited with the difference between fifteen hours and the number of hours 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, to be mutually agreeable between the employer and employee, within the following calendar year.

If employed for less than twelve **(12)** months in the year, payout of "Bonus Hours" will be prorated

A Part-Time employee who **is** absent for a period of more than three **(3)** consecutive working days shall provide reasons satisfactory to their supervisor, and maintain regular communications (minimum every four **(4)** weeks) concerning their prognosis **and** expected date of return with their supervisor. A minimum of 96 hours **(4 days)** notice is required for their return to **work** date.

## **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)** In the event of the death of **a** family member, an employee shall be granted leave without loss of pay for the regularly scheduled hours as follows:

- (i) Up to five (5) consecutive days for leave arising from the death of the employee's spouse, parent or child.
  - (ii) Up to three (3) consecutive days for leave arising from the death of the employee's mother-in-law, father-in-law, sister, brother, son-in-law, daughter-in-law, grandchild or grandparent.
  - (iii) Up to one (1) day for leave arising from the death of the employee's brother-in-law or sister-in-law.
- (b) For the purpose of this Article the definition of spouse shall include a common law and/or same sex partner.
  - (c) 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.
  - (d) In the event of a step relationship, the previously noted step relative shall be considered for bereavement leave.
  - (e) 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 five working days per year, or to a maximum of twenty (20) working days in a four (4) year period.**

**19.06 - PREGNANCY AND PARENTAL LEAVE**

- (a) Pregnancy/Parental leave will be administered in accordance with the provisions of the Ontario Employment Standards Act, **as** amended **from** time to time.
- (b) The servicerequirement for eligibility for pregnancy/parental leave shall be thirteen (13) weeks.
- (c) If possible the employee shall give ~~written~~ notification at least four **(4)** 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 or pregnancy complications or premature birth.
- (d) In cases of adoption, the employee shall advise the Employer **as** far in advance **as** possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing the request may be made verbally and subsequently verified in writing.
- (e) The employee shall reconfirm her intention **to return** to work on the date originally ~~approved~~ in subsection (c) above by written notification received at least four **(4)** weeks in advance thereof The ~~employee~~ shall be reinstated to her ~~former~~ position, unless the position **has** been discontinued in which case she shall be given a comparable job.
- (f) Pregnancy leave shall be for seventeen (17) weeks.
- (g) Pregnancy leave may be commenced at any time within the seventeen (17) weeks before the expected date of delivery.

- (h) An employee who is on pregnancy leave **as** provided under the Agreement, who has completed five **(5)** months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parenting benefits pursuant to Sections **22** and **23** of the Employment Insurance Act, **1997**, **as** amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent **(75%)** of her regular weekly earnings and the **sum** of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following receipt by the Employer of the employee's Employment Insurance cheque stub **as** proof that she is in receipt of Employment Insurance pregnancy /parenting benefits for a **maximum** period of fifteen **(15)** weeks.

The employee's regular weekly earnings shall be determined by multiplying her regularly hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

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 the plan.

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins, shall be entitled to parental leave
- (j) Parental leave must begin no later than fifty-two **(52)** weeks after the day the child is born or comes in the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five **(35)** weeks in duration if the employee also took pregnancy leave and thirty-seven **(37)** weeks in duration if she did not.
- (k) For the purposes of parental leave, the provisions under (a) and (d) shall also **apply**.
- (l) The Employer shall continue to pay its share of the premiums to the various employee benefit plans for employees who are on pregnancy and/or parental leave, provided the employee arranges to pay the employee's share of the premiums, if any.
- (m) Seniority shall be retained and accumulated while an employee is on pregnancy/parental leave.
- (n) Vacation pay and vacation entitlement shall be calculated & paid in accordance with the Employment Standards Act.

19.07 Education Leave

If authorized **by** the Home, and the Administrator, **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 Statutory Leave

The parties recognize that the Employment Standards **Act** has fully defined provisions for pregnancy, parental **and** emergency leave. The provisions **in** the Act are the provisions that shall apply to the members of **the** bargaining unit. The Employer shall make information about such leaves available in the workplace. **Any** disputes shall be resolved in accordance with the Grievance and Arbitration procedure.

- (a) Pregnancy, parental and adoption leave - These provisions are covered under article 19,06,
- (b) Emergency Leave - The Employment Standards Act provides up **to 10** unpaid days **off** per year for specified emergencies, **defined as the** employees **own** illness, **injury** or medical emergency **and/or** the death, illness, **injury**, medical emergency or other urgent matter **of** or related **to** prescribed family members. The parties agree that the paid and unpaid leave provisions **of** this agreement exceed the Emergency Leave requirements of the Employment Standards Act.

There shall be no pyramiding of leave benefits

19.09 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 [Effective September 1<sup>st</sup>, 2004 with a \$8.00 cap on dispensing fees], other medical expenses, hearing aid, vision care [Effective September 1<sup>st</sup>, 2004, the vision care plan will be increased to three hundred and fifty dollars (\$350.00), including optical exams, for twenty-four (24) months. chiropractic, podiatry, osteopathy and orthopaedic shoes.

Other Benefits	Effective July 1, 2004
<b>Private Duty Nursing</b>	<b>\$25,000 / 36 months</b>
<b>Clinical Psychologist</b>	<b>\$500 per person per calendar year</b>
<b>Physiotherapist</b>	<b>\$500 per practitioner per person per calendar year</b>
<b>Speech Pathologist</b>	<b>\$500 per person per calendar year</b>
<b>Massage Therapist</b>	<b>\$500 per person per calendar year</b>
<b>Chiropractor</b>	<b>\$500 plus \$50 for x-rays per calendar year</b>
<b>Osteopath, Podiatrist, Chiropodist &amp; Naturopath</b>	<b>\$500 per person per practitioner per calendar year</b>
<b>Nutritional Counselling</b>	<b>\$280 per person per calendar year</b>
<b>Hearing Aids</b>	<b>\$500 per person per 60 consecutive months</b>
<b>Accidental Dental</b>	<b>1st &amp; Customary / General Practitioners Fee Limit</b>

(d) Employer Health Tax

(e) Dental Plan:

A plan to provide dental care to the equivalent of Liberty Health #9 plus space maintainers, **and dentures, crowns and bridges (SO-SO co-pay with a \$3,000 annual maximum) , based on a 1 year lag in the ODA fee schedule, as** that schedule is amended during the life of this Agreement.

(f) Long Term Disability ("LID")

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. **The employee must provide the required payment to the home by the 15<sup>th</sup> of the month for coverage to be maintained for the subsequent month.** 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 Part-Time Employees:**

(a) 'EmployerHealth Tax.

(b) Subject to the eligibility provisions herein, **part-time** 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. A **Part-Time** 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 **part-time** 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 **part-time** 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

hereafter in accordance with the minimum requirement of thirty (30) hours per pay period. A participating **part-time** 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, **part-time** 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 **part-time** 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 part-time 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, a **part-time** employee is responsible to pay all premiums.
  - (c) When a full-time employee is on Long **Term** Disability longer than three (3) months, or a **part-time** 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

Full-time employees, including employees absent ~~as a result~~ of an workplace injury, will be required to produce ~~a medical~~ certificate completed by ~~a qualified~~ medical practitioner, 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 ~~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 are not less than the benefit plans listed as of the date of ratification, and the union ~~will~~ be notified in ~~writing~~, of said carrier change and any resulting changes to the plan provided.

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 The Home agrees to meet its responsibilities under the Occupational Health and Safety Act and to meet with the union to establish

**mutually agreeable terms of reference for the Joint Health & Safety Committee.**

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

22.04 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 the job description and job assignment**.



- (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 members of the bargaining unit will receive a clothing allowance of one hundred dollars (\$100.00) per calendar year. Such allowance shall be recorded on their pay stub and paid by March 31<sup>st</sup> of each year, as a miscellaneous payment (non-taxable), 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 Wednesday 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, 2004 to December 31, 2006, 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 20<sup>th</sup> day of September, 2004.

FOR THE CORPORATION OF THE  
COUNTY OF DUFFERIN

Keith Thompson  
Linda J. Allan  
Brenda Mubarsli  
M. B. Kaur  
Margaret Harris

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES AND ITS  
LOCAL 3192

W. O. O'Connell  
Karen Gray  
Barbara M. Duffield  
Sharon Matthey

Classification	Start	After Prob'n	1 Year	2 Year	3 Year
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**Annual**

Jan -1- 2004	31,813.60	32,414.20	32,996.60	34,234.20	35,471.80
Jul -1- 2004	32,305.00	32,887.40	33,488.00	34,743.80	36,017.80
Jan -1- 2005	32,778.20	33,378.80	33,997.60	35,253.40	36,545.60
Jul -1- 2005	33,105.80	33,724.60	34,325.20	35,617.40	36,909.60
Jan -1- 2006	33,943.00	34,561.80	35,198.80	36,509.20	37,837.80

**BI Weekly**

Jan -1- 2004	1,223.60	1,246.70	1,269.10	1,316.70	1,364.30
Jul -1- 2004	1,242.50	1,264.90	1,288.00	1,336.30	1,385.30
Jan -1- 2005	1,260.70	1,283.80	1,307.60	1,355.90	1,405.60
Jul -1- 2005	1,273.30	1,297.10	1,320.20	1,369.90	1,419.60
Jan -1- 2006	1,305.50	1,329.30	1,353.80	1,404.20	1,455.30

**Hourly**

Jan -1- 2004	17.48	17.81	18.13	18.81	19.49
Jul -1- 2004	17.75	18.07	18.40	19.09	19.79
Jan -1- 2005	18.01	18.34	18.68	19.37	20.08
Jul -1- 2005	18.19	18.53	18.86	19.57	20.28
Jan -1- 2006	18.65	18.99	19.34	20.06	20.79

l(b) [37.5 hours per week]: R.P.N. Restorative Care Coordinator, Activationist,  
Adult Day Program Worker, Cooks, Asst Director of Food Services; Maintenance Electrician

**Annual**

Jan -1- 2004	34,086.00	34,729.50	35,353.50	36,679.50	38,005.50
Jul -1- 2004	34,612.50	35,236.50	35,880.00	37,225.50	38,590.50
Jan -1- 2005	35,119.50	35,763.00	36,426.00	37,771.50	39,156.00
Jul -1- 2005	35,470.50	36,133.50	36,777.00	38,161.50	39,546.00
Jan -1- 2006	36,367.50	37,030.50	37,713.00	39,117.00	40,540.50

Jan -1- 2004	1,311.00	1,335.75	1,359.75	1,410.75	1,461.75
Jul -1- 2004	1,331.25	1,355.25	1,380.00	1,431.75	1,484.25
Jan -1- 2005	1,350.75	1,375.50	1,401.00	1,452.75	1,506.00
Jul -1- 2005	1,364.25	1,389.75	1,414.50	1,467.75	1,521.00
Jan -1- 2006	1,398.75	1,424.25	1,450.50	1,504.50	1,559.25

**Hourly**

Jan -1- 2004	17.48	17.81	18.13	18.81	19.49
Jul -1- 2004	17.75	18.07	18.40	19.09	19.79
Jan -1- 2005	18.01	18.34	18.68	19.37	20.08
Jul -1- 2005	18.19	18.53	18.86	19.57	20.28
Jan -1- 2006	18.65	18.99	19.34	20.06	20.79

II(a) [35 hours per week]: Receptionist/Secretary						Pg 44
<b>Annual</b>						
Jan -1- 2004	29,083.60	29,593.20	30,066.40	31,140.20	32,177.60	
Jul -1- 2004	29,520.40	30,030.00	30,521.40	31,613.40	32,650.80	
Jan -1- 2005	29,957.20	30,485.00	30,976.40	32,086.60	33,142.20	
Jul -1- 2005	30,266.60	30,794.40	31,285.80	32,396.00	33,469.80	
Jan -1- 2006	31,012.80	31,558.80	32,068.40	33,215.00	34,307.00	
Jan -1- 2004	1,118.60	1,138.20	1,156.40	1,197.70	1,237.60	
Jul -1- 2004	1,135.40	1,155.00	1,173.90	1,215.90	1,255.80	
Jan -1- 2005	1,152.20	1,172.50	1,191.40	1,234.10	1,274.70	
Jul -1- 2005	1,164.10	1,184.40	1,203.30	1,246.00	1,287.30	
Jan -1- 2006	1,192.80	1,213.80	1,233.40	1,277.50	1,319.50	
<b>Hourly</b>						
Jan -1- 2004	15.98	16.26	16.52	17.11	17.68	
Jul -1- 2004	16.22	16.50	16.77	17.37	17.94	
Jan -1- 2005	16.46	16.75	17.02	17.63	18.21	
Jul -1- 2005	16.63	16.92	17.19	17.80	18.39	
Jan -1- 2006	17.04	17.34	17.62	18.25	18.85	
II(b) [37.5 hours per week]: Maintenance						
<b>Annual</b>						
Jan -1- 2004	27,202.50	27,748.50	28,294.50	29,425.50	30,556.50	
Jul -1- 2004	27,612.00	28,158.00	28,723.50	29,874.00	31,005.00	
Jan -1- 2005	28,021.50	28,587.00	29,152.50	30,322.50	31,473.00	
Jul -1- 2005	28,294.50	28,879.50	29,445.00	30,615.00	31,785.00	
Jan -1- 2006	29,406.00	29,991.00	30,576.00	31,785.00	32,974.50	
Dec - 31 - 2006	29,874.00	30,478.50	31,063.50	32,272.50	33,462.00	
<b>BI Weekly</b>						
Jan -1- 2004	1,046.25	1,067.25	1,088.25	1,131.75	1,175.25	
Jul -1- 2004	1,062.00	1,083.00	1,104.75	1,149.00	1,192.50	
Jan -1- 2005	1,077.75	1,099.50	1,121.25	1,166.25	1,210.50	
Jul -1- 2005	1,088.25	1,110.75	1,132.50	1,177.50	1,222.50	
Jan -1- 2006	1,131.00	1,153.50	1,176.00	1,222.50	1,268.25	
Dec 31 - 2006	1,149.00	1,172.25	1,194.75	1,241.25	1,287.00	
<b>Hourly</b>						
Jan -1- 2004	13.95	14.23	14.51	15.09	15.67	
Jul -1- 2004	14.16	14.44	14.73	15.32	15.90	
Jan -1- 2005	14.37	14.66	14.95	15.55	16.14	
Jul -1- 2005	14.51	14.81	15.10	15.70	16.30	
Jan -1- 2006	15.08	15.38	15.68	16.30	16.91	
Dec - 31 - 2006	15.32	15.63	15.93	16.55	17.16	

III [37.5 hours per week]: PSW/HCA						Pg 45
<b>Annual</b>						
Jan -1- 2004	31,648.50	32,194.50	32,721.00	33,852.00	34,963.50	
Jul -1- 2004	32,116.50	32,682.00	33,208.50	34,359.00	35,490.00	
Jan -1- 2005	32,604.00	33,169.50	33,696.00	34,885.50	36,016.50	
Jul -1- 2005	32,935.50	33,501.00	34,047.00	35,236.50	36,367.50	
Jan -1- 2006	33,754.50	34,339.50	34,885.50	36,114.00	37,284.00	
<b>BI Weekly</b>						
Jan -1- 2004	1,217.25	1,238.25	1,258.50	1,302.00	1,344.75	
Jul -1- 2004	1,235.25	1,257.00	1,277.25	1,321.50	1,365.00	
Jan -1- 2005	1,254.00	1,275.75	1,296.00	1,341.75	1,385.25	
Jul -1- 2005	1,266.75	1,288.50	1,309.50	1,355.25	1,398.75	
Jan -1- 2006	1,298.25	1,320.75	1,341.75	1,389.00	1,434.00	
<b>Hourly</b>						
Jan -1- 2004	16.23	16.51	16.78	17.36	17.93	
Jul -1- 2004	16.47	16.76	17.03	17.62	18.20	
Jan -1- 2005	16.72	17.01	17.28	17.89	18.47	
Jul -1- 2005	16.89	17.18	17.46	18.07	18.65	
Jan -1- 2006	17.31	17.61	17.89	18.52	19.12	
IV [37.5 hours per week]: Nurses Aides						
<b>Annual</b>						
Jan -1- 2004	31,161.00	31,707.00	32,214.00	33,364.50	34,476.00	
Jul -1- 2004	31,629.00	32,175.00	32,701.50	33,871.50	34,983.00	
Jan -1- 2005	32,097.00	32,662.50	33,189.00	34,378.50	35,509.50	
Jul -1- 2005	32,428.50	32,994.00	33,520.50	34,710.00	35,860.50	
Jan -1- 2006	33,228.00	33,813.00	34,359.00	35,587.50	36,757.50	
<b>BI Weekly</b>						
Jan -1- 2004	1,198.50	1,219.50	1,239.00	1,283.25	1,326.00	
Jul -1- 2004	1,216.50	1,237.50	1,257.75	1,302.75	1,345.50	
Jan -1- 2005	1,234.50	1,256.25	1,276.50	1,322.25	1,365.75	
Jul -1- 2005	1,247.25	1,269.00	1,289.25	1,335.00	1,379.25	
Jan -1- 2006	1,278.00	1,300.50	1,321.50	1,368.75	1,413.75	
<b>Hourly</b>						
Jan -1- 2004	15.98	16.26	16.52	17.11	17.68	
Jul -1- 2004	16.22	16.50	16.77	17.37	17.94	
Jan -1- 2005	16.46	16.75	17.02	17.63	18.21	
Jul -1- 2005	16.63	16.92	17.19	17.80	18.39	
Jan -1- 2006	17.04	17.34	17.62	18.25	18.85	

<b>Annual</b>						
Jan -1- 2004	27,202.50	27,748.50	28,294.50	29,425.50	30,556.50	
Jul -1- 2004	27,612.00	28,158.00	28,723.50	29,874.00	31,005.00	
Jan -1- 2005	28,021.50	28,587.00	29,152.50	30,322.50	31,473.00	
Jul -1- 2005	28,294.50	28,879.50	29,445.00	30,615.00	31,785.00	
Jan -1- 2006	29,406.00	29,991.00	30,576.00	31,785.00	32,974.50	
Dec - 31 - 2006	29,874.00	30,478.50	31,063.50	32,272.50	33,462.00	
<b>Bi Weekly</b>						
Jan -1- 2004	1,046.25	1,067.25	1,088.25	1,131.75	1,175.25	
Jul -1- 2004	1,062.00	1,083.00	1,104.75	1,149.00	1,192.50	
Jan -1- 2005	1,077.75	1,099.50	1,121.25	1,166.25	1,210.50	
Jul -1- 2005	1,088.25	1,110.75	1,132.50	1,177.50	1,222.50	
Jan -1- 2006	1,131.00	1,153.50	1,176.00	1,222.50	1,268.25	
Dec 31 - 2006	1,149.00	1,172.25	1,194.75	1,241.25	1,287.00	
Jan -1- 2004	13.95	14.23	14.51	15.09	15.67	
Jul -1- 2004	14.16	14.44	14.73	15.32	15.90	
Jan -1- 2005	14.37	14.66	14.95	15.55	16.14	
Jul -1- 2005	14.51	14.81	15.10	15.70	16.30	
Jan -1- 2006	15.08	15.38	15.68	16.30	16.91	
Dec - 31 - 2006	15.32	15.63	15.93	16.55	17.16	
<b>Hourly</b>						
Jan -1- 2004	10.25					
Jul -1- 2004	10.40					
Jan -1- 2005	10.56					
Jul -1- 2005	10.67					
Jan -1- 2006	10.93					
VII (37.5 Hrs/week) Students						
<b>Hourly</b>						
Jan -1- 2004	7.34				8.05	
Jul -1- 2004	7.45				8.17	
Jan -1- 2005	7.56				8.29	
Jul -1- 2005	7.64				8.38	
Jan -1- 2006	7.83				8.59	

LETTER OF UNDERSTANDING

between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

and

The Canadian Union of Public Employees  
and its Local 3192

**ARTICLE 26: PAY EQUITY AND JOB EVALUATION**

During the course of the 2004 negotiations, the parties had considerable discussion on these topics, and agree that within 90 days of ratification of the collective agreement, the parties will meet to develop a Joint Job Evaluation process and to review the existing Pay Equity Plan and to perform Pay Equity Maintenance.

DATED at Shelburne this 20<sup>th</sup> day of September 2004

FOR THE CORPORATION OF THE  
COUNTY OF DUFFERIN

Keith Thompson  
Linda Jullien  
Burton Urbanski  
M. Bulawa  
Margaret Harris

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES – LOCAL 3192

Dee DeFul  
Karen Gray  
Remedy M. Duffield  
Sharon Maltby

LETTER OF UNDERSTANDING

between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

and

The Canadian Union of Public Employees  
and its Local 3192

**ARTICLE 25: MERGING OF HOUSEKEEPING AND LAUNDRY DEPARTMENTS**

The Parties agree to meet, within ninety (90) days following the ratification of this collective agreement, to discuss and implement departmental seniority. The Parties further agree that any agreement reached with respect to departmental seniority must include the following:

1. Departmental seniority will apply to Article 13 only.
2. The current Laundry Department and Housekeeping Department will be merged into one new department, as of January 12, 2004, and will be known as the Environmental Services Department.
3. Seniority, accumulated prior to January 12, 2004, for employees in the Laundry and Housekeeping Departments, shall be grand-parented.
4. As of January 12, 2004 employees in the Laundry and Housekeeping Departments will accumulate seniority in the new department.
5. Any agreement reached as a result of this Letter of Understanding will be reviewed at regular Labour/Management Meetings and shall appear as a regular agenda item.

DATED at Shelburne this 20<sup>th</sup> day of September, 2004

FOR THE CORPORATION OF THE  
COUNTY OF DUFFERIN

Keith Thompson  
Linda Julian  
Brenda Urbanek  
M. Bialkowski  
Margaret Harris

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES – LOCAL 3192

W. Cleghorn  
Karen Gray  
Pamela M. Griffith  
Sharon Matthey



## LETTER OF UNDERSTANDING

between

The Corporation of the County of Dufferin,  
Dufferin Oaks Home for the Aged

and

The Canadian Union of Public Employees  
and its Local 3192

### **ARTICLE 27: DUTY TO ACCOMMODATE**

The Employer and the Union recognize that from time to time individual workers may have special needs that require special accommodation within the workplace. The Parties acknowledge that this duty to accommodate applies equally to the Union and the Employer. The Employer and the Union thereby commit themselves to find co-operative solutions to workplace and/or contractual barriers to workers with special needs requiring accommodation as defined under the Ontario Human Rights Code.

The Employer agrees to consult with the CUPE appointed WSIB Advisors with regard to workers with special needs requiring accommodation as defined under the Ontario Human Rights Code.

The Parties further agree to meet quarterly or as required to discuss any current or outstanding accommodation issues.

DATED at Shelburne this 20<sup>th</sup> day of September, 2004

FOR THE CORPORATION OF THE  
COUNTY OF DUFFERIN

Keith Thompson  
Linda Gellan  
Brenda M. Barstien  
Mr. Brakowski  
Margaret Harris

FOR THE CANADIAN UNION OF  
PUBLIC EMPLOYEES – LOCAL 3192

J. O'Neil  
Karen Gray  
Samuel M. Duffin  
Sharon Maltby