

COLLECTIVE AGREEMENT

between

FAIRHAVEN HOME
(hereinafter referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131
(hereinafter referred to as "the Union")

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COLLECTIVE AGREEMENT

between

Fairhaven Home
hereinafter referred to as the "**Employer**"

and

Canadian Union of Public Employees
and its Local **131**
hereinafter referred to as the "**Union**"

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, to provide means and methods for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement.

ARTICLE 2 - SCOPE

2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 131 as the exclusive bargaining agent for all employees of Fairhaven Home in Peterborough save and except all Department Heads, Assistant Department Heads and persons above the rank of Assistant Department Heads, Registered Nurses, Payroll and Benefits Officer, Executive Assistant to the Executive Director and Coordinator of Volunteer Services.

2.02 Definitions:

a) **Full-Time Employee:**

A person who is regularly employed on a full time basis by the Employer, and whose name appears on the full time seniority list.

b) **Part-Time Employee:**

A person who is regularly employed for not more than thirty-two (32) hours per week by the Employer and whose name appears on the part time seniority list.

c) Casual Employee:

A person who is not regularly scheduled and whose name appears on the casual seniority list.

ARTICLE 3 • UNION SECURITY:

3.01 It shall be a condition of continuing employment that all present and future employees of the Employer shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

The Union agrees that any employee to whom this Collective Agreement applies may refrain from exercising their right to become a member of the Union, or cease to be a member of the Union.

3.02 The Employer shall deduct from every employee any dues, initiations or assessments, levied in accordance with the Union Constitution and/or By-laws and owing to the Union, each pay and forward the money deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period plus total hours worked in the current year for each part-time employee. The Income Tax (T4) Slips shall include the amount of Union dues paid by each employee in the preceding calendar year.

3.03 The Employer will provide the Union with a list, monthly, of all hirings, lay-offs, recalls, retirements, terminations, leaves of absence in excess of one (1) month, to include Workers' Compensation, within the bargaining unit, where such information is available or becomes available through the Employers payroll system.

3.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes during the employee's orientation period, without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the general orientation program.

ARTICLE 4 • NO DISCRIMINATION

- 4.01 The Employer will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any employee by reason of sex, race, colour, political or religious affiliation, or by reason of membership or lack of membership in a trade union.
- 4.02 The Union, its members and/or its agents shall not, on the Employer's premises, conduct activities except as herein expressly provided.

ARTICLE 5 • MANAGEMENT RIGHTS

- 5.01 The Union agrees that it is the exclusive right of the Employer to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, direct, transfer, classify, promote, demote or discipline any employee;
 - c) generally manage the Home for the benefit of the residents;
 - d) introduce new and improved facilities and methods aimed to improve the efficiency or the operation of the Employer.
- 5.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim of discrimination, discharge or discipline without just cause, may be the subject of a grievance in this Collective Agreement.

ARTICLE 6 • UNION COMMITTEES

- 6.01 The Employer agrees that the Union shall appoint the following committees:
- a) Negotiating Committee;
- Consisting of a Chairperson and five (5) members, all of whom shall be employees, and will recognize and deal with the Negotiating Committee in negotiating the renewal of this Collective Agreement;

b) **Grievance Committee:**

Consisting of the President of the local, or appointee, and any two (2) stewards, all of whom shall be employees.

c) **Labour Management committee:**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting during the term of this Collective Agreement, the following shall apply:

- i) Each party shall appoint up to five (5) representatives who shall meet monthly unless the parties agree to a different schedule of meetings. The five (5) representatives appointed by the Union shall include not more than one (1) employee from each of Nursing, Nutrition Services, Housekeeping/Laundry, Maintenance, Resident Programs and Organization Development. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of grievance or negotiations for the amendment or renewal of this Collective Agreement.
- ii) The Labour Management Committee may make recommendations to their respective principals but is not empowered to introduce or veto policies of the Employer.
- iii) Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- iv) The minutes of Labour Management Meetings will be posted.

6.02 The Union agrees that the members of its' Committees will continue to perform their regular duties, and that the only time they may leave their regular duties or stations on union business is when a meeting is being held of one (1) of these Committees, of which the employees are members, with the Employer.

6.03 The time spent by members of the Negotiating Committee in negotiating meetings with the Employer during their regular hours of work shall be without loss of pay up to but not including the arbitration hearing.

- 6.04** The time spent by members of the Grievance Committee in grievance meetings with the Employer during their regular hours of work shall be without loss of pay, up to but not including the arbitration hearing.
- 6.05 A Steward may discuss a complaint with an employee without loss of pay during their regular shift, provided that permission from their immediate supervisor is obtained; such permission not to be unreasonably withheld. It is agreed that time spent by the Steward and the employee reviewing a complaint shall be kept to a minimum. Otherwise all Union business will be conducted on the employee's own time, and not on the Employer's premises.

ARTICLE 7 - ASSISTANCE OF THE UNION

- 7.01** The Union shall have the right of assistance from a representative of the Canadian Union of Public Employees when negotiating with the Employer or in meeting at Step 2, and thereafter, of the Grievance Procedure.
- 7.02** Verbal Reprimand:
- Whenever the Employer or their authorized agent deem it necessary to verbally reprimand an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such verbal reprimand to the employee involved.
- 7.03** Access to Personnel File:
- An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.
- 7.04** Removal From Record:
- Any letter of reprimand, suspension or other sanction will be removed from an employee's record after a period of twenty-four (24) months, provided that the employee's record has been discipline-free for eighteen (18) months.

ARTICLE 8 - GRIEVANCE PROCEDURE**8.01 Definition of A Grievance:**

- a) For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) A grievance shall be instituted not later than fifteen (15) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee.
- c) **An** employee has no grievance until the employee's Supervisor has had an opportunity to adjust their complaint. The employee, if **so** desired, may be accompanied by a member of the Grievance Committee.
- d) Notwithstanding Articles 9.01 (b) and (c), a grievance alleging unjust discharge shall be lodged at Step 3 of the grievance procedure, within five (5) calendar days from the date the discharge was effected.

8.02 step 1:

If an employee is satisfied that there is a grievance, they shall present such grievance in writing to their immediate Supervisor, and shall be accompanied by a member of the Grievance Committee. If a settlement satisfactory to the employee is not reached within forty-eight (48) hours, then the Step 2 of this Grievance Procedure may be invoked.

Step 2:

The grievance shall be reduced to writing and submitted to the Grievance Committee. In the event that the Grievance Committee wishes to pursue the matter, the grievance shall be submitted in duplicate on the approved grievance form, to the Director of Organization Development or Director of Resident Services. A meeting shall be arranged with the Grievance Committee within twenty-four (24) hours, and the Director shall convene that meeting within five (5) working days or such longer period as may be agreed upon between the parties. A reply in writing shall be given within a period of two (2) working days, receipt of such reply to be acknowledged by the Chairperson of the Grievance Committee. Failing a satisfactory settlement, the

Grievance Committee may invoke Step 3 of the Grievance Procedure, but only within a period of three (3) working days from receipt of the reply. If no notification is received by the Director as to the Grievance Committee invoking the Step 3 of the Grievance Procedure within such time, it shall be presumed that the grievance has been settled.

Step 3:

The Grievance Committee at a meeting called for that purpose shall present the written grievance to the Executive Director, and a decision shall be tendered within one (1) week from the date of receipt of the grievance. Should the reply of the Executive Director be deemed unsatisfactory, then the Grievance Committee may, but only within a period of fifteen (15) days from the date of receipt of the reply of the Executive Director, invoke the arbitration of this Collective Agreement.

It is understood that the original grievance form shall be passed back and forth between Union and the Employer for the purpose of acknowledging all written responses to the grievance at all steps.

8.03 Policy Grievance:

In the event of a dispute involving a question of general application or interpretation of this Collective Agreement, and which could not otherwise be resolved by a grievance of an employee (or a group of employees), the Union may commence proceedings at Step 2 of the Grievance Procedure.

8.04 Employers Right to File Grievance:

It is understood that the Employer may bring forward at a meeting with the Grievance Committee, called for that specific purpose, any complaint or grievance; and that, if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

8.05 Saturdays, Sundays and Statutory Holidays Excluded:

The time limits referred to in this Article shall be exclusive of Saturdays, Sundays and Statutory Holidays.

ARTICLE 9 - ARBITRATION

- 9.01 When either party requests that a grievance be submitted to arbitration, and within the time limit set forth above, such request shall be made by registered mail addressed to the other party to the Collective Agreement indicating the name and address of its nominee to the Board of Arbitration. Within five (5) days thereafter the other party shall answer by registered mail indicating the name and address of its nominee to the Board of Arbitration. The two (2) nominees shall attempt to select by agreement a third (3rd.) member who shall act as Chairperson of the Board of Arbitration. If they are unable to agree upon such a Chairperson within a further period of seven (7) days, the Provincial Minister of Labour shall be asked to name an impartial Chairperson.
- 9.02 The decision of the Board of Arbitration shall be final and binding upon the parties. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board; and in the absence of a majority decision, the decision of the Chairperson shall be accepted as the decision of the Board.
- 9.03 The Board of Arbitration is not authorized to alter, modify, amend or add to any part of this Collective Agreement, nor to deal with any matter not covered by this Collective Agreement; however, the Board shall have the power to dispose of any discharge or suspension grievance by any arrangement which, in its opinion, it deems just and equitable.
- 9.04 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.05 Each party shall be responsible for the expenses of their own appointee and an equal share of the fees and expenses of the Chairperson.
- 9.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision.

ARTICLE 10 - NO STRIKE, NO LOCK-OUT

10.01 The Employer agrees that it will not cause or direct a lock-out of its employees, and the Union agrees that there will be no strike or other collective action that will stop, curtail or interfere with work or the Employer's operation. The meaning of strikes and lock-outs shall be as defined in the Ontario Labour Relations Act.

ARTICLE 11 - LEAVE OF ABSENCE**11.01 Union Conventions, Workshops and Seminars:**

Leave of absence without loss of seniority shall be granted, upon request to the Employer, to employees who are readily replaceable and who are elected or appointed to represent the Union at Union functions. The Employer shall pay the employees their normal wages while on such leave, and the Union shall reimburse the Employer.

11.02 Compassionate Leave:

The following leave of absence is allowed to make required arrangements and to attend the funeral in the event of a death in the employee's family:

- a) employee's spouse, seven (7) days;
- b) employee's son or daughter under the age of majority and living at home, seven (7) days;
- c) employee's father, mother, sister, brother, son and daughter not covered in Article 11.02 b), three (3) days;
- d) grandparents and in-laws, one (1) day (being the day of the funeral).

Only such time as is required to fulfil the above obligations on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Department Head as soon as possible of the need for such leave of absence. Extra leave of absence without pay may be granted for travelling time to attend the funeral. This period of time to be agreed upon between the employee and the Employer.

11.03 Pregnancy and Parental Leave:

- a) A pregnant employee is entitled to up to seventeen (17) weeks' leave of absence without pay and with accumulation of seniority, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- b) A parent is entitled to up to eighteen (18) weeks of parental leave of absence, without pay and with accumulation of seniority. The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- c) The employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.
- d) For a part-time employee, seniority shall be based upon the employee's average weekly hours worked in the thirteen (13) weeks immediately preceding the commencement of the leave, excluding any periods of approved leave of absence in excess of five (5) continuous calendar days.
- e) The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- f) The Employer shall grant an employee who is adopting a child a leave of a maximum of six (6) months without pay and without loss of seniority upon reasonable notice and subject to the above terms and conditions. If, however, because of late receipt of confirmation of pending adoption the employee finds it impossible to request leave of absence in writing one (1) month in advance, then the employee may make the request verbally as soon as possible and subsequently verify it in writing. Employees on adoption leave are entitled to benefits payments in accordance with article 12.03(b), but coverage will be provided thereafter only if the employees pay one hundred (100) percent of the cost.

11.04 Jury/Witness Duty:

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown Attorney is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties

at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- b) present proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

It is understood that an employee required to attend court regarding an Employer related case, as provided above, on their scheduled day off will be paid their regular pay for such day, and the day off will be rescheduled within thirty (30) days.

11.05 Effect of Absence:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, sick leave or any other benefits under any provisions of this Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of Workers Compensation and during a Pregnancy or Parental Leave, unless the employee gives the Employer written notice that they do not intend to pay their contributions.
- c) It is further understood and agreed that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) continuous calendar days and not further accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during pregnancy and Parental Leave, up to a period of

twelve (12) months if an employee's absence is due to a disability resulting in Workers Compensation, or for a period of ninety (90) days if an employee's unpaid absence is due to illness.

11.06 **Examination Leave:**

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

ARTICLE 12 - SICK LEAVE

12.01 **Part-Time, Casual and Student Not Covered:**

Part-time, casual and student employees shall not be entitled to sick leave provisions.

12.02 **Sick Leave Definition:**

Sick leave is the period of time an employee is permitted to be absent from work with full pay by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the Workers' Compensation Act.

12.03 **Sick Leave Accumulation:**

All employees shall be entitled to accumulate sick leave at the rate of one and one-half (1 1/2) days per month, commencing with the date of employment, and shall accumulate from year to year. New employees, on completion of their probationary period, shall be credited with four and one-half (4 1/2) days' sick leave.

12.04 **Sick Leave Deduction:**

Sick leave is payable and deductions shall be made from accumulative sick leave for all days absent for sick leave as defined in 12.02.

12.05 **Sick Leave Records:**

A record of all unused sick leave will be kept by the Employer. In March of each year each employee shall be advised of the number of sick days accrued to their credit. At other times of the year an employee may request the Employer to confirm their credits.

12.06 Qualifier for Sick Leave Credit:

To be credited with sick leave for any month, an employee must have been at work for a total of not less than eighty (80) hours, inclusive of paid time off for vacation, statutory holidays and other paid leave of absence other than sick leave and shall be credited on the first day of the following month.

12.07 Absence Due to Workers Compensation:

If an employee is prevented from working for the Employer on account of an occupational accident that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, the Employer, on application from the employee, will supplement the award made by the Compensation Board for the loss of wages to the employee by such an amount that the award made by Compensation Board for loss of wages, together with the supplement of the Employer, will equal one hundred (100) percent of the employee's regular wage to the limit of the employee's sick leave credits.

12.08 Sick Leave Pay Out:

Upon termination of employment (other than by death or retirement), the employee shall be entitled to the equivalent in cash of fifty percent (50%) of the total accumulated sick leave standing to their credit, not to exceed six (6) months' wages. In the event of death, or upon attaining the normal retirement age, an employee (or estate of an employee), shall be entitled to the cash equivalent of the full accumulation, not to exceed six (6) months' wages. Normal retirement for the purpose of this plan shall be sixty-five (65) *years* of age. When sick leave is converted into cash, whether upon termination of employment, death or retirement, the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.

12.09 Doctors Certificate:

An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness.

12.10 Family Illnesses:

In the case of illnesses of an immediate member of a family of an employee, and where there is no one at the employee's home other than the employee who can provide for the needs of the ill person, the employee may, with the approval of the Director or Organization Development, be entitled to use a maximum of five (5) accumulated sick-leave days per illness to care for the member of the family who is ill.

12.11 Long Term Disability:

The Employer will provide the following Long Term Disability Plans which shall be appended to this Collective Agreement. The Long Term Disability Plans will provide the following coverage:

- a) The Employer will pay fifty (50) percent of the billed premiums towards coverage of eligible employees, other than Organization Development employees, under the Long Term Disability portion of the plan, the employee paying the balance of the billed premium through bi-weekly payroll deduction.
- b) The Employer will administer, for Organization Development employees, the Long Term Disability Plan, as currently in place as of October 16, 1996, with the employee paying one hundred (100) percent of the billed premium through bi-weekly payroll deduction.
- c) The Long Term Disability Plans shall provide for a benefit level of sixty-six and two-thirds (66 2/3) percent of regular monthly earnings.

ARTICLE 13 - VACATIONS**13.01** Entitlement to Vacation:

Full-time employees shall be entitled to an annual vacation with pay calculated from the date of seniority as follows:

- a) An employee with less than one (1) year's service as of December 31st shall be entitled to vacation pay at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days;
- b) On completion of one (1) year of service as of December 31st an employee shall be entitled to ten (10) days vacation;

- c) An employee shall be allowed fifteen (15) days of vacation in the calendar year in which their third (3rd) anniversary falls;
- d) An employee shall be allowed twenty (20) days of vacation in the calendar year in which their eighth (8th) anniversary falls;
- e) An employee shall be allowed twenty-five (25) days of vacation in the calendar year in which their sixteenth (16th) anniversary falls;
- f) An employee shall be allowed thirty (30) days of vacation in the calendar year in which their twenty-fifth (25th) anniversary falls;
- g) Full-time employees who have an adjusted seniority date due to accredited hours worked as a part-time employee shall have their vacation entitlement determined by that adjusted seniority date.

13.02 Part-time, Casual and Student Employees:

Part-time, casual and student employees shall be entitled to payment in lieu of vacation based upon a formula of two (2) percent for each five (5) days of entitlement for a period of employment from the date of last hire and in accordance with vacation entitlement, Article 13.01.

13.03 Vacation Pay Calculation:

Vacation pay will be calculated on the basis of each employee's regular rate at the time of taking their vacation, for thirty-seven and one-half (37 1/2) hours for each week of vacation entitlement, save and except that where an employee has worked less than sixty-six (66) percent of the regular hours in the previous year, ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation pay will be calculated on the basis of four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, twelve (12) percent (whichever is applicable for ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days) of their earnings received from the Employer in such period.

13.04 Termination Prior to vacation:

When employment is terminated before the employee has been granted a paid vacation, they shall receive payment in lieu of same at the appropriate rate.

13.05 Receipt of vacation Pay:

An employee will receive the vacation pay due on the last regular pay day preceding the start of vacation.

13.06 Part-time Employees Receipt of Vacation Pay:

Part-time employees will be paid their vacation pay on the pay closest to April 1st.

13.07 Holidays During Vacation Period:

Paid holidays (statutory holidays) falling during an employee's vacation period will be in addition to such vacation period.

13.08 Taking of Vacation Time:

The Employer will make every reasonable effort to grant an employee their annual vacation in consecutive weeks. It is understood that where the vacation period extends beyond ten (10) days or two (2) weeks, the time of the third (3rd) five (5) day period and subsequent five (5) day periods, shall be established by mutual agreement.

13.09 December 15th and January 15th:

Vacation will not normally be granted between December 15th and January 15th of the following year.

13.10 Posting of vacation Request List:

- a) The Employer will post, by November 1st of each year, a vacation request list for the months of January 15th to April 30th of the following year. Employees will signify their vacation choice in order of seniority by November 15th. Confirmation of vacation requests will be posted by December 1st.
- b) The Employer will post, by February 15th of each year, a vacation request list for the remaining months of the calendar year. Employees will signify their vacation choice in order of seniority by March 1st. Confirmation of vacation requests will be posted by March 15th.
- c) Vacation time available after the confirmed vacation request has been posted, will be granted in accordance with the date of the request and not seniority.

13.11 Hospitalization During vacation:

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The employee must notify the Employer at the time the illness commences and prior to the scheduled vacation in order to claim sick leave under Article 13.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

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

13.12 Return to Work During Vacation:

Should a full-time employee who has commenced their scheduled vacation agree, upon request by the Employer, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times their basic straight-time rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have worked.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following days are recognized as paid holidays for all full-time employees and they shall be given time off with pay for these days:

New Year's Day	Third Monday in February
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Also any other day proclaimed as a public holiday by the Mayor of the Corporation of the City of Peterborough.

14.02 Working on a Holiday:

It is agreed that the operation of the Employer requires that all employees cannot take the particular day off that has been allocated for the observance as a holiday. Therefore, an employee required to work shall be paid in the following manner:

- a) They shall be paid at the rate or one and one-half (1 1/2) times their regular rate, plus a lieu day at their regular rate;
- b) They may elect to be paid at the rate of one and one-half (1 1/2) times their regular rate of pay, plus holiday pay, and forfeit the lieu day. If the employee selects Option (b) they must notify their Department Head in writing thirty (30) days prior to the date of the paid holiday;
- c) Full-time employees who are scheduled to work on a statutory holiday and do not elect options (a) or (b) as above may elect to retain the lieu day (to a maximum retention of five (5) lieu days in any calendar year) and by mutual agreement may take such lieu days collectively or separately at another time within the calendar year;

In electing this option, the employee must **so** notify the Department Head in writing thirty (30) days prior to the day of the actual statutory holiday.

When a holiday falls on an employee's normal day off, an additional lieu day with pay within thirty (30) days of the holiday shall be granted. It is agreed that these days off will be taken within one (1) month of the date on which the holiday falls, subject to the approval of the Department Head.

- d) Part-time, casual and student employees required to work on any of the recognized holidays detailed in Article 15 shall be paid at the rate of one and one-half (1 1/2) times their regular rate.

Part-Timers required to work on a paid holiday shall receive the fourteen (14) percent in lieu of benefits on the regular straight-time hourly rate for regular hours worked.

14.03 **Assigning of Work on a Holiday:**

It is agreed that available full-time work on a statutory holiday shall first be assigned to full-time employees normally scheduled to work that day. A full-time employee scheduled to work on the holiday shall not be required to work on the statutory holiday provided they advise their Department Head at least one (1) week in advance of the holiday and provided the employee arranges for their own replacement. It is understood and agreed that no overtime costs will thereby be incurred by the Employer.

14.04 **Eligibility for Holiday Pay:**

To be eligible for statutory holiday pay an employee must work their full scheduled shift immediately preceding and full scheduled shift immediately following the holiday unless otherwise mutually agreed.

14.05 **Overtime on a Paid Holiday:**

Where an employee is required to work authorized overtime on a paid holiday in excess of a full shift as defined by Article 15, they shall receive twice their regular straight-time hourly rate for the time worked in excess of the full shift.

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS

15.01 **Hours of Work:**

- a) Except as provided for in 15.01 (c) and (d), the regular full-time working hours shall be seven and one-half (7 1/2) hours of work per day and seventy-five (75) hours of work per week exclusive of a one-half (1/2) hour unpaid lunch period.
- b) Except as provided for in Articles 15.01 (c) and (d), any authorized hours worked over seven and one-half (7 1/2) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate as set out in Schedule "A".
- c) The Engineer assigned to the Boiler Room, or in their absence the Engineer/Maintenance/Lead Hand assigned to the boiler room, shall work a forty (40) hour week to include a one-half (1/2) hour per day paid lunch break to be taken in the Home.

Any authorized hours worked over eight (8) hours per day or eighty (80) hours in a two (2) week period shall be paid at the rate of one and one half (1 1/2) times the employee's regular rate as set out in Schedule "A".

- d) The regular full-time working hours for Organization Development employees shall be seven (7) hours of work per day and seventy (70) hours of work in a two (2) week period exclusive of a one (1) hour unpaid lunch period.

Any authorized hours worked over seven (7) hours per day or seventy (70) hours in a two (2) week period shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate as set out in Schedule "A".

15.02 Every Other Weekend Off:

The Employer will schedule every other weekend off. Part-time employees as defined in Article 2.02 (b) may be excused from this Article if they present to their Department Head a letter expressing their desire to work weekends on a more frequent basis than stated. They may also withdraw such a letter by giving their Department Head a letter stating their desire to revert to every other weekend off. It is further agreed when a part-time employee expresses a desire to work weekends in excess of this Article, it will be at the straight time rate. For purposes of clarity, it is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday or at 2400 hours Friday and end at 2400 hours Sunday, as appropriate.

15.03 No More Than six consecutive **Days**:

Unless mutually agreed to do otherwise between the Employer and the employee no employee shall be scheduled to work more than six (6) consecutive days without a day off, but days off (excluding every second (2nd) weekend off) may be non-consecutive. Where an employee does work more than six (6) consecutive shifts, pay for the seventh (7th) and subsequent shifts worked without a day off shall be at the rate of one and one-half (1 1/2) times the employee's regular hourly rate.

15.04 Forty-Eight Hours Notice:

The Employer will make every reasonable effort to afford employees engaged in shift work at least forty-eight (48) hours notice in advance of assignment to a different shift.

15.05 Call-Back:

When an emergency arises after an employee has left the Employer following completion of their regular shift and the employee is required by the Employer to return to the Employer to perform emergency duties before their next scheduled shift commences, then the employee will be paid at time and one-half (1 1/2) for all hours worked with a minimum pay of three (3) hours at time and one-half (1 1/2).

15.06 Breaks:

An employee shall receive fifteen (15) minute paid rest period(s) based on the following:

- a) Employees who are paid for a seven (7) or more hour work day shall receive one (1) fifteen (15) minute paid rest period in each half (1/2) of the seven (7) hour work shift;
- b) Employees who are paid for a work day consisting of a shift of five (5) hours or more and up to but not including (7) hours shall receive one (1) fifteen minute paid rest period;
- c) The time for each rest period for each employee will be determined by their Supervisor.

15.07 Pay Cheques:

All pay cheques for employees will be available to be picked up every other Thursday by 10:00 hours.

In the case of staff working 23:00 to 07:00 hours their pay cheques will be available at 07:00 hours every other Thursday.

15.08 Shift Differential:

Shift differential in the amount of forty-five (45) cents per hour shall be payable to all employees whose shift commences between 2:00 p.m. and 6:00 a.m.

Shift premium shall not form part of the employee's regular hourly rate.

15.09 Call-In:

Where the Employer requests a part-time employee to report for non-scheduled duty and such request is not received by the employee one (1) hour in advance of the starting time required, the employee will not be docked for the first thirty (30) minutes of duty should the employee be unable to report for the starting time of the shift.

15.10 Double Shifts:

When practical, the Employer will refrain from having an employee work a double shift unless the employee's regular schedule allows them to have sixteen (16) hours off duty prior to having to report for another shift.

15.11 No Pyramiding:

Overtime premiums shall not be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal work week and also hours for which the overtime premium is paid.

15.12 Shift Schedule:

A full-time employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. Part-time employees scheduled to work less than seven and a half (7 1/2) hours will receive a pro-rated amount of reporting pay, such pro-rated amount to be not less than two (2) hours' pay. The employee may be required to perform any duties assigned by the Employer that they are capable of performing, if their regular duties are not available.

15.13 Christmas or New Years • Full-time:

- a) The Employer shall schedule each employee off for four (4) consecutive days at either Christmas or New Year's. The days off at Christmas shall include December 25th and December 26th and the days off at New Year's shall include December 31st and January 1st. For purposes of clarity, it is understood that no employee will have a right to be scheduled off over Christmas in two (2) consecutive years or over New Year's in two (2) consecutive years.

b) **Christmas or New Years - Part-time:**

The Employer shall endeavour to schedule each part-time employee off on either Christmas or New Year's Day, the day to alternate each year. Where it is not possible to provide such time off for all part-time employees, then it will be provided on the basis of seniority.

ARTICLE 16 - BENEFIT PROGRAMS

16.01 The Employer will contribute as follows:

a) **Regular Permanent Full-time Employees:**

- i) To Group Insurance, an amount equal to one hundred (100) percent of the premium applicable to the subscribing employee.
- ii) To an Extended Health Care Plan, ten/twenty (10/20) dollars deductible, one hundred (100) percent of the premium cost applicable to the subscribing employee.
- iii) To Semi-private Blue Cross or equivalent, seventy-five (75) percent of the applicable premium.
- iv) To Blue Cross or equivalent Dental Care Plan #9 (current O.D.A. fee schedule), one hundred (100) percent of the premium applicable to the subscribing employee.
- v) Vision Care, one hundred and twenty (120) dollars in twenty-four (24) months and Hearing Aid, two hundred and fifty (250) dollars lifetime, seventy-five (75) percent Employer paid, twenty-five (25) percent employee paid. Compulsory.

b) **Part-time and Casual Employees:**

Part-time and casual employees shall receive, in lieu of all fringe benefits (being those benefits paid to an employee, paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, jury and witness duty and bereavement pay) an amount equal to fourteen (14) percent of their regular straight time hourly rate for all straight time hours paid. The percentage in lieu payment shall be reduced by the amount of the Employer's pension contribution for any part-time employee who is in, or comes to be in, the Employer's pension plan (Ontario Municipal Employee's Retirement System).

16.02 **Change of Carrier:**

Should a change in carrier be contemplated, such change shall be discussed with the Union before the change is implemented. No such change shall result in a reduction in benefits.

ARTICLE 17 - UNIFORMS

17.01 The Employer shall provide a uniform allowance of sixty (60) dollars per year to each employee who is required by the Employer to wear a uniform. Such allowance shall be provided on the basis of thirty (30) dollars April 1st and thirty (30) dollars October 1st in each year.

17.02 Maintenance employees will be given fifty (50) dollars yearly in October for safety shoe allowance, where safety shoes are required.

ARTICLE 18 - SENIORITY

18.01 **Seniority List:**

A seniority list shall be established for all employees covered by this Collective Agreement who have completed their probationary period. The seniority list for the previous calendar year will be posted by February 15th. A copy of this list will be provided to the Union. Part-time employees' seniority will be calculated on the basis of hours worked from the date of last hire on part-time staff (except as noted in 19.04 (c)).

18.02 **Loss of Seniority:**

An employee shall lose all seniority and service and shall be deemed to have terminated if they:

- a) resign;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;

- e) has been laid off for twenty-four (24) months;
- f) is laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer; and
- g) is absent due to illness or disability for a period of twenty-four (24) calendar months from the time the disability or illness commenced.

18.03 Probationary Period:

- a) Every full-time employee shall serve a probationary period of fifty (50) working days and every part-time employee shall serve a probationary period of three hundred and seventy-five (375) hours.

On completion of the probationary period, seniority shall date from the date on which the full-time employee commenced employment and, in the case of part-time employees, seniority shall be calculated in accordance with Article 18.01. Probationary employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge.

It is understood that an employee will serve only one (1) probationary period in any period of continuous service with the Employer.

- b) **Part-time to Full-time:**

Part-time employees who progress to full-time employment shall receive credit for all hours worked as a part-time employee for purposes of establishing full-time seniority and whether the Start or After three (3) Months' rate is applicable. (For pay rate, progression must be in the same category).

- c) **Full-time to Part-time:**

Full-time employees who progress from full-time employment to part-time employment shall receive credit for all time worked as a full-time employee for purposes of retaining seniority. Should said employee elect to redeem sick leave credits, seniority shall be retained.

Notice of the employees' decision to redeem sick-leave credits must be forwarded to the Director of Organization Development in writing within six (6) months of transfer from full-time to part-time.

Sick leave credits vested with the Employer shall not accrue in value, but shall retain a value in accord with the rate of pay in effect at the time of transfer from full-time and shall be available for fifty (50) percent cash-out-provisions in accordance with the Sick-leave By-law on termination. Should said part-time employee return to a full-time position, the value of said vested sick leave shall be divided by the existing full-time wage to determine the number of days of sick-leave credit that will be reinstated.

18.04 Position Outside of Collective Agreement:

Any employee who is, or has been, transferred or appointed to a position not covered by this Collective Agreement, and later is transferred back to a position which is governed by this Collective Agreement, then seniority which has been accumulated in such supervisory position shall be counted as service with the Employer.

18.05 Promotion to Another Position within Bargaining Unit:

When an employee is promoted to another position within the bargaining unit and the position to which they are promoted is a higher classification than the position which was held, such employee shall receive immediately on such promotion the first rate for the classification of the new position that will provide an increase in salary.

18.06 Temporary Relief In Higher Paying Position:

When an employee temporarily relieves in or performs the principal duties of a higher paying position they shall receive the first rate for the job that will provide an increase in salary.

18.07 Requested Transfer to Lower Classification:

When an employee requests to be transferred to another position either in their department' or in another department which has a lower classification than the position they have been holding, such employee's salary on transfer shall be:

- a) if qualified to carry out the duties and responsibilities of the position to which transferred without further training except orientation, the salary rate in the lower classification immediately below the employee's rate in the higher classification;

- b) failing replacement under (a) above, the employee shall receive the "after three (3) month" rate in the lower classification.

ARTICLE 19 - LAY OFF AND RECALL

19.01 a) Lay Off and Recall:

This Article shall apply to full-time and part-time employees only. Casual employees shall be entitled to lay off in accordance to the Employment Standards Act.

19.01 b) Definition:

A lay off shall be defined as:

Full-time Employee:

A reduction in the work force or a reduction in the regular hours of work.

Part-time Employee:

An elimination of a part-time position.

19.02 Event of a Lay Off:

In the event of lay off as defined in Article **19.01** above the Employer shall lay off those employee(s) whose position(s) are directly affected, provided that there remain on the job employees who then have the ability to perform the work. An employee who is subject to lay off shall have the right to either:

- i) accept the lay off; or
- ii) displace an employee who has lesser bargaining unit seniority if the employee originally subject to lay off can perform the duties of the available work without training other than orientation. such employee so displaced shall be laid off.

19.03 Recall :

Any employee shall have opportunity of recall from a lay off to an available opening, in order of seniority, provided they have the ability to perform the work. The posting procedure in the Collective Agreement shall apply prior to the recall process being implemented.

The Employer shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

19.04 In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

19.05 Employee Recalled to Different Classification:

An employee recalled to work in a different classification or position from which they were laid off shall have the privilege of returning to their position they held prior to the lay-off should it become vacant within six (6) months of being recalled.

19.06 No New Employees:

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.

19.07 Preference for Temporary Vacancies:

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. Seniority and service shall not accumulate during any period of lay-off.

19.08 Lay Off of a Permanent or Long-Term Nature:

In the event of a proposed lay-off at the Employer of a permanent or long-term nature, the Employer will:

- a) provide the Union with no less than thirty (30) calendar days' notice of such lay-off; and
- b) meet with the Union to review the following:
 - i) the reason causing the lay-off;

- ii) the service the Employer will undertake after the lay-off;
- iii) the method of implementation including the areas of cutback and employees to be laid off.

19.09 Bed Cut-Back or Cut-Back In Service:

In the event of a substantial bed cut-back or cut-back in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Collective Agreement. Notice of lay-off shall be in accordance with the provisions of the Employment Standards Act.

19.10 Benefits while on Lay-off:

The following clause is applicable to full-time employees only.

In the event of a lay off of an employee, the Employer shall pay its share of the insured benefit premiums up the end of the month in which the lay-off occurs. The employee may, if possible, under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay off occurs. Such payment may be made through the payroll office of the Employer, provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate schedule.

ARTICLE 20 - PROMOTIONS AND TRANSFERS

20.01 Promotions or transfers within the bargaining unit shall be awarded to the senior applicant able to meet the normal requirements of the job. Notice of the successful applicant is to be provided to the Union.

- 20.02** The Employer shall post every permanent part-time and full-time vacancy and shall post temporary part-time and full-time vacancies where the duration of the 'vacancy is expected to exceed eight (8) weeks. The posting shall be for a period of five (5) working days, excluding Saturdays, Sundays and Statutory holidays with a copy to the Secretary of the Union. The posting shall contain the location of the position, the nature of the position, the required ability and skills, knowledge and education, the wage rate and the normal hours of work. All unsuccessful applicants must be notified.
- 20.03** The successful applicant shall be allowed a trial period of up to thirty (30) working days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the initial posting may be filled on a temporary basis until the trial period is completed.
- 20.04** The Employer will post up to three (3) additional vacancies that occurs as a result of the filling of an original vacancy in accordance to Article 18.03 b).
- 20.05** The original posting and subsequent postings will be numbered
- | | | |
|----------------|---|--------------|
| Original | - | (year) - 1 |
| Subsequent # 1 | - | (year) - 1/A |
| Subsequent # 2 | - | (year) - 1/B |
| Subsequent # 3 | - | (year) - 1/C |
- 20.06** The actual physical filling of vacancies may or may not be delayed until all moves are determined.
- 20.07** The Employer may temporarily fill a vacancy with bargaining unit employees until the posting procedures have been completed.
- 20.08** If no applications are received from within the bargaining unit the Employer has the right to hire as they so determine.

ARTICLE 21 - RETIREMENT

- 21.01** The pension plan for the Employer shall be the Ontario Municipal Retirement System.

ARTICLE 22 - GENERAL**22.01 Bulletin Board:**

The Employer agrees to make available to the Union a bulletin board in a location to be mutually agreed upon between the Employer and Union. This space shall be used by the Union to post notices having to do with matters coming within the scope of the Collective Agreement. Such notices shall not be posted elsewhere in the building.

22.02 Singular or Masculine:

Wherever the singular or masculine is used in this Collective Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

22.03 Rights:

- a) Any rights of the Employer which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall continue in force and effect for the duration of this Collective Agreement.
- b) Any rights of employees in positions covered by this Collective Agreement which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall remain in full force and effect for the duration of this Collective Agreement.

22.04 Correspondence:

Written correspondence from the Employer to the Union shall be addressed to the Corresponding Secretary of the Union with a copy to the Local President.

22.05 Technological Change or Mechanization:

An employee, other than a part-time, Casual or student employees, who are displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority, or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the retraining period there will be no reduction in pay. In the event that the employee, other than a part-time, casual or student employees, after a reasonable training period, is unable to acquire the skill required they shall be transferred to another position, if available, at the rate of pay for

that position or shall be laid off.

22.06 Work of the Bargaining unit:

Supervisory personnel of the Employer will not perform duties normally assigned to those employees who are covered by this Collective Agreement except for purpose of instruction, experimentation or when regular employees are not available.

22.07 Contracting Out Of Work:

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit. It is acknowledged that this term will not prohibit the short term use of outside replacement personnel where regular employees are not available.

22.08 The Union and the Employer agree to alternate in the printing and distribution of the Collective Agreement.

ARTICLE 23 - JOB CLASSIFICATION AND WAGE RATE

23.01 Attached hereto and forming part of this Collective Agreement is Schedule "A" which sets out job classification and wage rates of all employees covered by this Collective Agreement.

23.02 New Classification(s):

- a) When a new classification, covered by the this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same.
- b) If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed shall be retroactive to the date that notice of the new rate was given by the Employer.
- c) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration, as provided in the Collective Agreement, within fifteen (15) days of such meeting. The decision of the board of arbitration (or arbitrator as the case may be) shall be



based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

23.03 **Substantial Change to Existing classification:**

- a) If the Employer makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.
- b) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

23.04 **In-Service Education:**

When mandatory attendance at in-service education and staff meetings is required by the Employer, outside an employee's regular working hours, the employee shall be paid their regular hourly rate for all time spent in attendance.

ARTICLE 24 - TERMINATION AND AMENDMENT

- 24.01 This Collective Agreement shall continue in full force and effect up to and **including June 30th, 1998** and shall continue in force from year to year thereafter unless written notice is given by either party within the period of ninety (90) days prior to June 30th, 1998.

DATED at Peterborough, Ontario this 24 Day of March,
1997.

FOR THE EMPLOYER

FOR THE UNION

Art Knappe

Maui Boyd

Stephen Smith

Carlene Rose

Kathy Muesler

Shangmei

Mufang

SCHEDULE "A"
HOURLY RATES

CLASSIFICATION	START RATE	AFTER	AFTER
		3 MONTHS FULL-TIME 489 HRS SERVICE PART-TIME	1 YEAR FULL-TIME 1,950 HRS SERVICE PART-TIME
RNA	\$15.46	\$15.85	\$16.23
Nursing Aide	14.40	14.78	15.13
Adjuvant	14.40	14.78	15.13
Recreationist	14.40	14.78	15.13
Cleaner	13.33	13.70	14.04
Seamstress	13.33	13.70	14.04
Laundry Operator	13.52	13.86	14.23
Laundry Aide	13.33	13.70	14.04
Cook I	14.41	14.77	15.13
Cook II	13.70	14.05	14.36
Cook III	13.33	13.70	14.04
Kitchen I	13.33	13.70	14.04
Kitchen II	13.33	13.70	14.04
Engineer	14.40	14.78	15.13
Maintenance I	14.88	15.21	15.59
Maintenance II	13.56	13.92	14.27
Eng/Mtce/Lead Hand	17.98	18.30	18.64
Shift Eng/Mtce Mechanic	16.89	17.17	17.49
Accounting Clerk	14.40	14.78	15.13
Accounts Payable Clerk	13.64	14.00	14.36
Information Services Clerk	13.95	14.31	14.68
Human Resource Scheduler	14.40	14.78	15.13
Information System Leader	14.40	14.78	15.13
Student Receptionist	6.85	6.85	6.85

FULL-TIME: PROBATION FIFTY (50) DAYS OF SERVICE

CASUAL & PART-TIME: PROBATION 375 HOURS OF SERVICE

STUDENT RATES: SEVENTY-FIVE (75) PERCENT OF THE ABOVE RATES

LETTER OF UNDERSTANDING

between

FAIRHAVEN HOME

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

This will confirm the agreement of the parties that as a Student Receptionist is normally assigned to work on statutory holidays instead of a full-time employee, such assignment will not constitute a violation of Article 15.02 of the Collective Agreement.

Dated in Peterborough, Ontario this 2nd day of March, 199th7.

FOR THE EMPLOYER

FOR THE LOCAL UNION

Det Knapp

Marie Bond

Stephen Smith

Parlene Rose

Kathy Muecke

Shaughnessy

myring

LETTER OF UNDERSTANDING

between

FAIRHAVEN HOME

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

RE: STUDENTS

The parties HEREBY AGREE that any full-time student hired to work in a permanent "Student" position at Fairhaven Home shall terminate her/his employment with the Home no later than three (3) months following the date she/he completes (or otherwise leaves) full-time study. This provision shall be adhered to unless the employee is able to exercise her/his rights under Article 20.01 or 20.02 of the Collective Agreement during this three (3) month period.

IT IS FURTHER AGREED that the employee shall continue to be paid the "Student" rate under the Collective Agreement until the time of her/his termination as set out above or until the time she/he is a successful applicant under Article 20.01 or 20.02, should that occur during the three (3) month period.

IT IS FURTHER AGREED that the above shall not in any way restrict Fairhaven Home's right to terminate the employee for cause, or to lay-off the employee should a lay-off become necessary.

Dated in Peterborough, Ontario this 34 day of Nov, 1997^{8/2}.

FOR THE EMPLOYER

FOR THE LOCAL UNION

Pat Murray

Carolee Ford

Stephen Smith

Carlene Rose

Kathy Wacker

Shaughnessy



FAIRHAVEN HOME FOR SENIOR CITIZENS

131 LANGTON STREET PETERBOROUGH, ONTARIO



POSTAL CODE
K9H 6K3

TELEPHONE
743-4265

Letter of Agreement
Between
Fairhaven Home for Senior Citizens
and
Canadian Union of Public Employees
and its Local 131

The parties hereby agree that a new classification identified as 'Shift Engineer-Maintenance Mechanic, shall be established within the bargaining unit, reflecting the following rates:

Start Rate	\$14.70
After 3 months	14.95
After 1 year	15.24

It is further agreed that the normal hours of work for the "Shift Engineer-Maintenance Mechanic", and the "Engineer/Maintenance Lead Hand", will be on the basis of 40 hours per week to include a one-half (1/2) hour per day paid lunch break, to be taken within the Home.

In addition to the above, the parties agree that the general increase of 5% scheduled to take effect April 1, 1990, shall apply to the new classification of Shift Engineer-Maintenance Mechanic.

Dated at Peterborough this 8th day of March 1990.

On behalf of Fairhaven Home

On behalf of the Union

David M. Steele
[Signature]

[Signature] President
[Signature]

LETTER OF UNDERSTANDING

between

FAIRHAVEN HOME

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

March 19, 1993

This will confirm that the pay period for all employees in the bargaining unit shall revert to a Sunday cut-off effective December 14, 1992.

Dated in Peterborough, Ontario this 24 day of March, 199³7.

FOR THE EMPLOYER

FOR THE LOCAL UNION

Pat Murray

Pat Murray

Stephen H Smith

Shelene Rose

Kathy Macracken

Shelene Rose

me young

LETTER OF UNDERSTANDING

between

FAIRHAVEN HOME

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

**ISSUE: TRANSFER OF EMPLOYEES IN TEMPORARY POSITIONS TO OTHER
 TEMPORARY POSITIONS**

NOTWITHSTANDING the provisions of the Collective Agreement, as a resolution to this grievance, the parties hereby agree to the following:

1. It is the right of every employee, as per Article 19.03, to apply for, and be awarded, any position for which he/she is the senior applicant able to meet the normal requirements of the job.
2. When a temporary position is completed, the employee will always return to his/her regular or permanent position.
3. A timeline to start the new position will be implemented as soon as it is administratively possible.
4. If an employee wishes to leave a temporary position to return to his/her original position, he or she may have the opportunity to do so at three (3) month intervals.
5. Subsequent postings of vacancies shall be posted where the remaining duration of the vacancy is expected to exceed eight (8) weeks.

(Cont'd)

6. This Agreement shall run for the duration of the current Collective Agreement, subject to renewal.

Dated in Peterborough, Ontario this 24 day of March, 1997.

FOR THE EMPLOYER

Pat Knapp
Stephen D Smith
Kathy Wacker

FOR THE LOCAL UNION

Carol Bond
Shirley Rose
Changnessy
Tracy

LETTER OF UNDERSTANDING

between

FAIRHAVEN HOME

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

RE: THIRTY (30) DAY TRIAL PERIOD
ARTICLE 19.03 (C)

The parties HEREBY AGREE THAT when an employee has successfully obtained a full-time position through the job posting procedure, that the enrolment into the OMERS plan will be delayed until the thirty (30) day trial period has been completed unless the employee has been previously enrolled under the OMERS plan.

Dated in Peterborough, Ontario this 24 day of March, 1997.

FOR THE EMPLOYER

Patricia Kompp
Stephen D. Smith
Kathy Weaver

FOR THE LOCAL UNION

Glenn Rose
Staufmann
M. Young

LETTER OF UNDERSTANDING

between

FAIRHAVEN HOME

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

Notwithstanding Article 16.01 (d) of this Collective Agreement, Organization Development employees, if mutually agreed to between the Employer and employee, may adjust their normal seven (7) hour work day providing that their normal two (2) week period does not exceed seventy (70) hours of work.

Dated in Peterborough, Ontario this 24 day of March, 1997^{8/2}.

FOR THE EMPLOYER

FOR THE LOCAL UNION

Pat Brown
Stephen Smith

Norm Boyd
Charles Roe
Thompson
Manning