

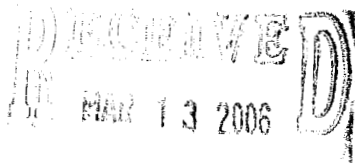
AGREEMENT

Between

**ALGOMA MANOR
Thessalon**

- and -

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



April ■ 2005 to March 31, 2008

06270(12)

ARTICLE 1 - PURPOSE

1.01 The purpose of this agreement is:

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

ARTICLE 2 - APPLICATION AND DEFINITIONS

2.01 Application

This agreement shall apply to all full-time, part-time and relief employees outlined in Article 3, at Algoma Manor

2.02 Definitions

- (a) A full-time employee shall be defined as an employee who is regularly scheduled to work sixty (60) or more hours in a pay period.
- (b) A regular part-time employee shall be defined as an employee in respect of whom there is a regular schedule of less than sixty (60) hours in a pay period, and who is expected to be available to work a minimum of twenty-two and one-half (22 ½) hours per week.
- (c) A relief employee shall be an employee in respect of whom there are no regularly scheduled shifts, who is available to work on a call in basis.
- (d) Home shall mean the Algoma Manor.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

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

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on jobs which are in the bargaining unit to the extent that bargaining unit employees are laid off, and it is further

agreed that all work or services performed by the employees shall not be contracted out to the extent that bargaining unit employees are laid off or lose work.

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

ARTICLE 4 - HUMAN RIGHTS

4.01 Parties Shall Not Discriminate

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap as per Ontario Human Rights Code, nor by reason of membership, or activity in the Union.

4.02 Harassment

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

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

6.02 Deductions shall be made from the payroll of each month. The Employer shall endeavour to forward such dues to the Secretary Treasurer of the Union on or before the 15th day of the following month, but in no case later than the 20th of the following month, accompanied by a list of the names of employees from whose wages the deductions were made. The Employer agrees to provide the Union with the addresses and gender of all employees, total wages and hours worked from whom dues are deducted and agrees to notify the Union of any new addresses, changes of address, and of classification of employees, as available noting additions or deletions of staff.

6.03 Dues Receipts

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

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 (a) Potential Employees

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

(b) All new employees shall have an opportunity to meet for thirty (30) minutes during working time with a representative of the Local, to acquaint the new employees with the Union. This time will be scheduled during the Orientation Day

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence arising out of this Agreement, or incidental thereto, except as set out in Article 10, between the parties shall pass to and from the Administrator, the C.U.P.E. Local 3695 President and the C.U.P.E. National Representative .

ARTICLE 9 - BARGAINING/UNION COMMITTEES

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

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

9.02 Collective Bargaining Committee

- a) The Employer acknowledges the right of the Union to elect or otherwise select a bargaining committee of a maximum of five (5) members. The bargaining committee will meet jointly with the Employer for the purposes of bargaining the renewal of this collective agreement.
- b) For the purposes of negotiations pay will be for a maximum of twenty-five (25) hours per employee. The foregoing does not include mediation or arbitration.
- c) In the event either party wishes to call a bargaining meeting the meeting shall be held at a time and place fixed by mutual agreement.
- d) For the purposes of collective bargaining the Employer agrees that a representative scheduled to work the night shift immediately preceding negotiations shall have such shift rescheduled to the day shift and will therefore be paid in accordance with article (b) above. This rescheduling shall not result in any premium payment under any other provision of this collective agreement.
- e) The Union will make every effort to encourage a cross section from all departments.

9.03 The Union Committee

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

ARTICLE 10 · GRIEVANCE PROCEDURE

- 10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee of three (3) members. One of the three (3) so elected shall be the Chief Steward. The Chief Steward shall be entitled to attend all grievance meetings, along with the grievor and the department steward where the grievance originated.

Grievance Pay Provisions

The Griever, the Chief Steward and the department steward where the grievance originated shall not suffer any loss of pay or benefits for the regular scheduled hours missed as a result of attending a grievance meeting.

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

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

10.03 Permission to Leave Work

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

The Steward will not absent themselves from their regular work without first obtaining permission of their supervisor. Likewise when resuming their regular work will report to their supervisor. Permission shall not be unreasonably withheld.

10.04 Definition of a Grievance

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

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

Complaint Stage

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

Step 1

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

Step 2

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

10.06 Policy Grievance

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

- 10.07 The Union and its representatives **shall** have the right to originate **a** grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such grievances may also be instituted by the Employer. Such a grievance shall commence at Step 1.
- 10.08 After a grievance has been initiated by the Union, the Employer's representatives shall not enter into negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
- 10.09 Correspondence arising from complaints/grievance shall pass to and from the Administrator or designate, **and** the Chief Steward and Recording Secretary.
- 10.10 The Union's National Representative may be present at the request of either party beyond the Complaint Stage.
- 10.11 The time limits fixed in both the Grievance and Arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.
- 10.12 For the purpose of this article a work day is defined as a regular work day from Monday to Friday, excluding statutory holidays.

ARTICLE 11 - ARBITRATION

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

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

K. Burkett
L. Davies
B. Fisher
G. Simmons
D. Randall
W. Kaplan

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

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

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

11.05 Grievance Mediation Officer

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

ARTICLE 12 - EMPLOYEE COUNSELLING

12.01 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employee's work within ten (10) working days of the event giving rise to the complaint, or the supervisor ought reasonably to have become aware of the information leading to the complaint. This notice shall include particulars of the work performance which led to such dissatisfaction. This is not intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Employer and employee.

ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Burden of Proof

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

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

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

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

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

(d) Access to Personnel File

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

13.03 Right to Have Steward Present

An employee shall have the right to have an available Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary

action. Where a Supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

ARTICLE 14 - SENIORITY

- 14.01 (a)** Seniority for Full-time and Part-time employees is defined as length of service with the Employer. Seniority for Full-time and Part-time employees shall accumulate from the date of hire (first day worked). Where multiple employees are hired on the same date, seniority will be determined first through date of acceptance of the offer of employment, then through the application date, then through a random selection where the date of acceptance or application applies to more than one applicant.

Seniority for relief employees shall accumulate based on hours paid (**1950** hours = 1 year). Hours paid includes pregnancy/parental leave, and Workplace Safety and Insurance Board to a maximum of twelve (**12**) months.

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

- (b) Department Seniority shall take precedence over Home wide seniority in determining preference for promotion, or transfer.
- (c) Relief employees transferring to full-time or part-time shall carry their seniority based on hours paid but such seniority shall be expressed as a calendar date as herein provided.

Note: For the purposes of this transition all part-time employees' hours will be converted to a seniority date using the formula that **1950** hours equals one year. This will permit the Employer to calculate a date of hire for each part time employee that will become her seniority date from that point forward. This adjusted seniority date will only be amended in accordance with the terms of this Collective Agreement. Once calculated, the adjusted dates will be posted and part-time employees may file a written notice of objection on the Grievance Complaint Form in accordance with **14.02**.

14.02 Seniority List

The Employer shall maintain a seniority list for the Algoma District Home for the Aged showing the employee's name, current department and seniority date for full-time and part-time and current department and hours in the case of relief employees. An up-to-date seniority list shall be sent to the Union and posted on all Union Boards by October **31st** and April **30th** of each year.

The seniority list will be considered correct for all purposes unless the employee disputes its accuracy within three (**3**) calendar weeks from the date the list was posted. The employee must file a written notice to the Administrative Assistant on the grievance complaint form, outlining the grounds of objection. No change in the seniority status of an employee shall be made unless agreed to by the Union.

14.03 Probation for Newly Hired Employees

- (a) Newly hired employees shall be required to serve a probationary period of sixty-five (65) shifts. Upon completion of the probationary period, an employee's seniority

shall be established as of the employee's date of hire.

- (b) The purpose ~~of~~ the probationary period is to allow the Employer to determine whether it ~~wishes~~ to retain the employee.
- (c) During the probationary period the employee shall not be entitled to all rights and benefits of this agreement except for the grievance and arbitration procedure.
- (d) One working day will be defined as one scheduled day of work regardless of the number of ~~scheduled~~ hours of work per day.

14.04 Loss of Seniority

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

- (a) resigns
- (b) is discharged and such discharge is not reversed through the grievance and arbitration procedure.
- (c) ~~is~~ laid off for a period in excess of eighteen **(18)** months
- (d) fails to notify the Employer of the intent to return to work within seven **(7)** days of receiving notice of recall, and fails to return to work within fifteen **(15)** working days of being recalled.
- (e) ~~is~~ absent from work for three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate.
- (9)** fails to report for work at the termination ~~of~~ a leave of absence.
- (g) When a regular part-time employee does not meet the criteria as set out in Article 2.02(b) over a period of six **(6)** consecutive weeks, when the shifts are otherwise available, without satisfactory reason, ~~she/he~~ will be reduced to relief employee status.
- (h) When a relief employee does not respond in the affirmative for four **(4)** consecutive call outs, or is unreachable for six **(6)** consecutive call outs without satisfactory reason.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a permanent position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee will retain seniority accumulated up to the date of leaving the bargaining unit, but will not accumulate any further seniority. Such employee shall have the right to return to the employee's former position held in the bargaining unit during the trial period, which shall be a maximum of sixty (60) calendar days.

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

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

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

It is understood that any second or subsequent vacancy resulting from the filling of the initial temporary position need not be posted but will be awarded on the basis of seniority.

- (b) An employee shall not be entitled to post for any vacancy after having been successful in two permanent postings in the calendar year. Furthermore, an employee in a temporary position shall not be entitled to apply for another temporary position until the position occupied is completed. If an employee resigns from a temporary rotation before the position is completed they are not entitled to another temporary position until the position resigned from is completed.
- (c) An employee wishing to make application, stating that they are applying for posting #___, shall do so within the required time limit forwarding written application to the Administrative Assistant.
- (d) Selections of employees for promotions and vacancies within the bargaining unit shall be based primarily on the skill, ability, experience and qualifications of the employee(s) concerned, but as between two (2) persons of equal standing, based upon the above factors, seniority shall govern.

- (e) **Right to Temporarily Fill**

This section shall not deprive the Employer of the right to temporarily fill a vacancy for a period not to exceed thirty (30) days while applications are being considered. Where no suitable applications are received, the time limits may be extended by mutual agreement.

15.02 External applications will not be reviewed until all internal applications are fully processed.

15.03 Information on Postings

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

15.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. Successful applicants that post into the same Classification shall be placed on trial for a period of not more than thirty (30) calendar days. Successful applicants that post into another Classification shall be placed on trial for a period of not more than ninety (90) calendar days. Conditional satisfactory service during the trial period, the employee

shall be declared established. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job position, or if the employee is not satisfied with the position, the employee shall be returned to the former position occupied prior to the posting without **loss** of seniority.

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

15.05 Notification to Union - Successful Applicant

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

15.06 (a) An employee who is promoted to a higher job classification, as listed in Schedule "A", will not suffer any **loss** in wages as a result of such promotion. Such employee will be paid at the first rate on the new classification which will provide an increase over the rate the employee was paid in the former classification.

(b) An employee moving to a job classification that bears the same rate as their existing job classification, as listed in Schedule "A", will be placed at the rate of the new job that

is the same as their existing rate and they will advance on the grid according to Article **14.01**.

(c) An employee who moves to a job classification paying a lesser rate of pay, will move to the same pay level in the lower grid that gives credit in accordance with Article **14.01**.

(d) Pay on Emergency Transfer, Lower Rated Job

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

15.07 (a) Training Courses

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

(i) Type of course (subjects and material covered).

(ii) Time, duration and location of the course.

(iii) Minimum qualifications required for applicants.

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

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

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

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

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

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

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

ARTICLE 16 - LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a position being declared redundant or the reduction in the regular hours of work of an employee.

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

16.03 Recall Procedure

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

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

perform the work.

16.05 Advance Notice of Lay Off

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

- Employees who have worked three (3) months or more but less than one (1) year will receive written notice of at least one (1) week.
- Employees who have worked at least one (1) year will receive written notice of at least two (2) weeks.
- Employees who have worked three (3) years or more will receive written notice of at least one (1) week for each year of employment, with a maximum required notice period of eight weeks.

16.06 Role of Seniority in Layoffs

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

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) (i) Normal hours of work for full time shall be seven and one-half (7½) hours per workday (this excludes a half (½) hour unpaid lunch period) and thirty-seven and one-half (37½) hours per week.
- (ii) It is understood that full-time employees who are in regular schedules of less than seventy-five (75) hours can be scheduled, with their consent, additional shifts up to seventy-five (75) hours without the employer incurring overtime.
- (iii) ~~For~~ the purpose of clarification of Article 17.01 (a) ii, this clause will be implemented only when the part-time pool has been exhausted and consideration has been given to the overtime and turnaround clauses **and** any other clauses that may apply.
- 17.01b) (i) Normal **hours** of work for part-time shall be seven and one-half (7½) hours per workday (this excludes a half (½) hour unpaid lunch period) and seventy-five (75) hours for every two-week pay period.
- (ii) At the time that the schedule is being developed, part time employees will be scheduled to work a maximum of 22 ½ hours per week. After all employees have received 22 ½ hours, additional hours available in the schedule will be scheduled on the basis of seniority.

- (iii) After the schedule is posted, hours that become available will be assigned on the basis of seniority to those employees with less than 22 ½ hours, and then offered to the most senior part time employees.
- (iv) Relief employees may only be placed on the schedule before it is posted if the part time employees have been offered and refused the work available.

Should a relief employee work an average of twenty-two and one-half hours per week over a three month period a part-time position shall be posted unless the Employer can demonstrate to the Union that no position is available.

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

17.02 Authorized hours of work in excess of seven and one-half (7½) hours per day or thirty seven and one-half (37½) hours per week shall be paid at the rate of time and one-half (1½) times the normal rate, except in rotation of shifts when only the normal rate shall be paid.

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

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

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

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

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

17.06 This Article replaces **17.05** only where an agreement has been reached between the parties to change the work schedule for one or more departments.

- a) Employees shall apply for a schedule by seniority.
- b) Every new schedule shall have a trial period of six months during which it will be assessed by both the Employer and the employees involved. A second vote will be held, and there must be agreement from the Employer, in order for the new schedule to continue.
- c) If no agreement can be reached the department will revert to the previously agreed to schedule.

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

- no overtime shall result from such exchange
- a maximum of twelve multiple shift exchanges are allowed for any one employee in any one calendar year
- request must be submitted as far in advance as is reasonably possible on the forms provided by the Home
- request must be approved by the Supervisor
- where the exchanges in shift are between shifts of different lengths, the cumulative effect shall not result in any full time employee relinquishing more than fifteen (15) paid hours in a pay period.
- request doesn't result in an insufficient number of experienced staff on a shift
- requests will not be unreasonably denied.

17.08 Rest Period / Lunch Break

(i) Rest Period

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

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

17.09 Overtime

- (a) (i) Overtime shall be deemed to be authorized work in excess of the normal hours referred to in Article **17.01**.
- (ii) An employee shall not be required to lay off during regular working hours to equalize any overtime worked.
- (b) Where an overtime shift is to be offered to staff the following protocol shall be observed:
- (i) the overtime shift will be offered to qualified staff currently at work in order of seniority. "At Work" shall mean at work within regularly scheduled hours only.
- (ii) if the overtime shift cannot be filled in this manner it will be offered to

qualified staff not at work in order of seniority.

- (iii) staff who do not wish to work overtime must submit their request in writing to their department supervisor, once **yearly**, on April **1**.
- (iv) where the overtime shift to be offered is not immediately following the shift of employees currently at work, the shift will be offered to qualified staff in order of seniority.

- (c) Overtime shall not be mandatory

Notwithstanding this, in the event of an emergency employees will not unreasonably refuse a request by the Employer to work overtime.

- (d) Full-time employees required by the Employer to work on their regularly scheduled days off shall be paid at the rate of double (2) time.

17.10 There shall be no overtime worked in any operation while there are available employees on layoff able to perform the work.

17.11 The Employer shall keep overtime to a minimum and shall, accordingly, supply the Union with a list at the end of each pay period of all employees who have worked more than twelve (**12**) hours a week overtime and an explanation of the circumstances.

17.12 (a) Call Out

Employees called out to work other than their normal hours shall be paid a minimum of two (2) hours at applicable premium rates. Employees scheduled for work in error and are surplus to normal requirements and sent home because of lack of work shall be paid a minimum three (3) hours' pay

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

(b) Reporting Pay

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

17.13 Turn Around Time

Employees will not be scheduled to work a shift that commences within eleven (**11**) hours of completing his/her previous shift. An employee who is scheduled in a manner that contravenes this undertaking shall be paid time and one-half (**1½**) his/her regular straight time hourly rate of pay for all hours which fall within the eleven (**11**) hour turn around time.

17.14 Waiver of Premium

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

employees available who can work the shift at straight time wages.

17.15 Payment for or Supply of Meals

Employees who continue to work after a normal seven and one half (7 ½) hour shift shall after ~~two~~ (2) hours, receive a one half (½) hour unpaid rest period and be provided with a meal or an allowance of four dollars if the Employer is unable to provide a meal.

17.16 When reverting from Standard to Daylight Saving Time, each employee will work six and one-half (6½) hours and will be paid accordingly. When reverting from Daylight Saving Time to Standard Time, employees will work eight and one-half (8½) hours and will be paid one (1) hour overtime.

17.17 The following Departments and classifications shall be recognized:

Nursing

H.C.A/Personal Support Worker
R.P.N.

Resident Social Services

Activation Aide
Restorative Care Aide

Dietary

Head Cook
Second Cook
Pastry Cook
Dietary Aide

Environmental Services

Environmental Services Aide
Seamstress
Maintenance Person
Handyperson
Driver Handyperson

ARTICLE 18

SHIFT PREMIUMS

18.01 Shift Premiums

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

ARTICLE 19

SICK LEAVE PROVISIONS

19.01 All full-time employees shall be entitled to Sick Leave benefits as prescribed in the Insurance Company Agreement with the Board of Management.

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

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

19.03 Any employee off work due to sickness and who has no further "Weekly Indemnity" Credits shall be notified by the Employer that his/her benefits have been exhausted and the

employee is deemed to be on a Leave of Absence due to illness up to a period not to exceed twelve (12) months. During such Leave of Absence, the employee shall not accrue additional seniority and the absence shall be without pay. Notification shall be by registered mail to the last known address.

19.04 Part-time employees relieving for employees in receipt of Weekly Indemnity will, on notice from the full-time employee, have their relief shifts cancelled without notice and shall not be subject to the grievance procedure.

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

(ii) Where further medical information than that provided by the employee's medical professionals is required by the employer, the employer will not proceed without first consulting with the union as to the need for the additional information and the method to be used to obtain it.

19.06 An employee who is absent from work as a result of an injury or illness sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period of longer than one full pay period may apply to the Employer for payment equivalent to the lessor of the benefit she would receive from WSIB if her claim was approved or the benefit she would be entitled to under the Weekly Indemnity Plan. Payment is available only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer should the WSIB approve the claim. Should the WSIB not approve the claim, the monies paid as an advance will be applied towards the benefits the employee would otherwise have received under the Weekly Indemnity Plan.

ARTICLE 20 - LEAVE OF ABSENCE —————

20.01 Preamble

If an employee's absence without pay from the Home including absences under Article 20.00, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement and the employee will become responsible for full payment of any subsidized employee benefits in which the employee **is** entitled to participate during the period of absence unless otherwise provided. An employee may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure the employee's continuing coverage subject to the Employer notifying the Carrier, and the availability of the coverage. Such payment shall be paid to the Employer by the 15th of the benefit month.

20.02 Pay during Leave of Absence for Union Business

(a) All requests **for** Union Leave shall be made in writing by the Local to the Administrator, giving at least one (1) weeks notice wherever possible. The reply

shall also be in writing. There shall be a maximum of two (2) employees absent on such leave from any one department at any one time and there shall be a maximum of four (4) employees absent from the Home on such leave at any one time. Otherwise such leave shall not be unreasonably denied.

- (b) The Employer agrees that employees not exceeding one (1) number leaving its employment for elected or appointed positions in the Canadian Union of Public Employees shall be granted leave of absence for a period of one (1) year or during their occupancy of such position, whichever is lesser.
- (c) The Employer shall continue to pay wages and benefits for such employees during their absence and will be reimbursed by the Union for all such pay and benefits.

20.03 Protection during ~~Parental~~ Leave

Pregnancy and parental leave shall be considered as a right. Accordingly, no employee shall be laid off because of pregnancy or parental leave.

20.04 Pregnancy/Parental Leave

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

20.05 Citizenship Leave

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

20.06 Education Leave

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

20.07 Mourner's Leave

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

20.08 Bereavement Leave

- (a) Upon the death of an employee's spouse (including common law and same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of four (4) consecutive days without loss of pay, following the said death.
- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay, following the said death.

- (c) It is agreed that pay for such leaves of absence is limited to the days actually missed from work as per the employee's scheduled working days. Where an employee indicates to the employer that she will be unable to attend the funeral of a person set out above because it falls outside the three or four day limit as the case may be, the employee may bank one of the days that would otherwise have been a scheduled day to use to attend the funeral without **loss** of pay.
- (d) An employee shall be granted one (1) day bereavement leave without **loss** of pay to attend the funeral of the employee's aunt or uncle, niece or nephew.
- (e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which she/he is receiving payments for holiday pay or vacation pay.
- (9) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

20.09 General Leave

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

20.10 Paid Jury or Court Witness Duty Leave

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

ARTICLE 21 - PAYMENT OF WAGES

21.01 Pay Days

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

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

ARTICLE 22 ▪ PAID HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day

(Floating Holiday(1))

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

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

- (b) (i) New employees shall receive four percent (**4%**) of gross wages paid in each pay period in lieu of holidays provided under 22.01 (a) and the Employment Standards Act until such time that they have completed their probationary period, after which Article 25 (Benefits) shall apply.
- (ii) Part-time employees who remain in the benefit plan (as per Article 25.02 (ii)) shall receive four percent (**4%**) of gross wages paid in each pay period in lieu ~~of~~ holidays provided under 22.01(a) and the Employment Standards Act.

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

22.03 Full-time employees who work on any of the above tabulated Holidays shall be paid at the rate of time and one-half (1½) for the work performed on such day in addition to the holiday pay. However, an employee may be granted a day off without pay at some mutually agreed day within thirty (30) days of the holiday. It is understood however, lieu days for Christmas, Boxing Day and New Year's Day must be taken within sixty (60) days. Should the Employer not be able to grant such day off within the thirty (30) or sixty (60) days period above then such thirty (30) or sixty (60) days will be extended by another thirty (30) days.

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

(b) Employee's in receipt of weekly indemnity benefits through Employer's plan shall

receive an allowance based on the following formula: Employees receiving seven (7) day weekly indemnity pay out will receive twenty-five percent (25%) of their normal daily rate for the holiday. Employees receiving less than a seven (7) day weekly indemnity payout will receive an allowance equal to the difference between their normal daily rate and the amount received from the insurance company for that day.

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

- 22.05 All full-time employees whose annual vacation period includes one (1) of these Holidays as outlined in 22.01 (a) and (b) shall be entitled to an extra day with pay as may be arranged
- 22.06 Statutory Holidays as listed above, which fall on an employee's regular day off may be rescheduled as a day off without pay at a time mutually agreed between the employee and his/her Supervisor within thirty (30) calendar days of the Statutory Holiday. Should the Employer not be able to grant such day off within the thirty (30) day period then such thirty (30) day period will be extended by thirty (30) days.
- 22.07 Employees shall receive payment for Statutory Holidays for the shift which has the majority of hours on the Statutory Holiday.
- 22.08 The calculation of premium rates of pay for relief employees shall be in accordance with the Employment Standards Act.

ARTICLE 23 VACATION

- 23.01 An employee will accrue vacation at the rate of one-and-one quarter (1¼) days per month for each month of service from her date of hire until December 31st following, to a maximum of ten (10) calendar days vacation. Vacation pay of four percent (4%) of the total wages shall be paid to such employees since date of hire. This is the employee's vacation entitlement for the year following.
- 23.02 (a) Thereafter, full-time employees with continuous service as of their anniversary date following their first full year of employment shall receive:

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

Full-time employees who work less than 1538 hours in any calendar year following the first full year of employment shall receive vacation pay based on:

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

(b) Vacation Pay – Part Time

The Employer also notes that there are no vacation banks built up. Therefore, continue with current system until December **31, 2005**. The Banks will begin accumulating January 1. Banks will not be paid out in **2006**. Commencing **2007** payouts will be made in June 1 and December 1 annually thereafter based on the previous years gross earnings.

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

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

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

- (c) When calculating the above noted **1538** hours, periods of time off for vacations shall be included.
- (d) Part Time employees with more than one years service are required to take a minimum of two (2) weeks vacation each year. Part Time employees who have worked less than one thousand and one hundred and seventy (**1170**) hours in the previous year who are entitled to more than two (2) weeks vacation may elect to take all or part, of the vacation time in excess of two (2) weeks in any given year as time off. Such election will be made in writing to the Supervisor on or before February **14"** of each year. Notwithstanding the election to not take vacation time, the employee will continue to be entitled to her full vacation pay in accordance with her service as set out above. Part time employees who have worked more than one thousand one hundred and seventy (**1170**) hours in the previous year who are entitled to more than two (**2**) weeks vacation must take their full vacation allotment.

23.03 The supervisor / staffing clerk will arrange to meet with employees to submit suggested vacations before February **14th** of each year. The Employer will post the vacation schedule prior to February **28"**. The Employer will attempt to grant preference of vacation time as requested on a seniority basis. In the interest of the operation of the Home, the final decision regarding vacation rests with the Employer. Employees shall not be restricted in preference of time off for vacations between December **15"** and January **15"**. Notwithstanding the preceding protocol, vacation requests for the period prior to February **28"** will be dealt with on a first come, first served basis.

Only **20** days vacation shall be allowed during prime time (June **15th** to September **15"**). Any vacation not submitted by the employee will be scheduled by the Employer.

Sixty (60) days after the posting of the vacation schedule, any unfilled openings are available to all employees. Such applications must be received within ten (**10**) days of the sixty (60) day period. If two (2) or more employees apply, the most senior qualified employee will be allowed to change. Only one (**1**) change will be permitted and such move shall be limited to the original schedule.

- 23.04 Employees shall receive their vacation in an unbroken period unless otherwise agreed between the employee and the Employer. One (1) week may be taken in periods of less than five (5) days with mutual consent and with written notice at least four (4) weeks in advance of the date being requested, except in emergency. All split vacation days must be requested by September 1. If the employee fails to request vacation days off the employer will pay out these days.

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

- 23.05 Regular part-time employees, willing and qualified to do the work, covered by the terms of this Collective Agreement, shall be given first opportunity to replace on all shifts open due to vacation scheduling, provided the Employer can meet its scheduling obligations under the Agreement.
- 23.06 Full-time employees changing to part-time shall carry existing vacation credits with them and shall then accumulate on the basis of actual hours paid.

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

ARTICLE 24 - PENSION PLAN

- 24.01 All full-time employees hired after the introduction of the O.M.E.R.S. Pension Plan must, as a condition of employment, enroll in the Plan. Part-time employees who qualify under the O.M.E.R.S. Plan may join such plan. Contributions by the employee and the Employer shall be made in accordance with the appropriate legislation.
- 24.02 Normal retirement age shall be sixty-five (65) years of age. Upon notifying the Union the Employer may however, at its sole discretion, continue to employ on a month to month basis any person after he/she has attained retirement age.

ARTICLE 25 BENEFITS

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

Life Insurance \$20,000	100 % paid by the Employer
Vision Care \$200/24 months	100% paid by the Employer
Extended Health Care	80% paid by the Employer
Dental Blue Cross #9 ODA minus one (1) year	80% paid by the Employer

- 25.02 (i) The Employer agrees to contribute to the following for full-time employees:

Weekly Indemnity	100% paid by the Employer
------------------	---------------------------

- (ii) Part-time employees as of November 20, 2003 who are participating in the

Employer's benefit plans have the option of remaining in the benefit plans in which they are participating or accepting a payment in lieu of benefits (sick leave, benefits and holiday pay) in the amount of fourteen (14) percent of the employee's regular straight time hourly rate of pay. This election can be made at any time after November 20, 2003 (the date of release of the arbitration award) during the life of the collective agreement, but once made is irrevocable.

All part-time and relief employees who have completed the probationary period (65 shifts) shall receive fourteen percent (14%) in lieu of benefits, and will be in addition to the regular straight time hourly rate of pay. It will not form part of the employee's regular hourly rate for any purposes and will be paid on each regular hour paid.

- (iii) Where an employee is on Sick Leave collecting seventy-five percent (75%) from the Insurance Company, the benefit coverage outlined in Article 25.01 will continue in force with the understanding that the twenty percent (20%) outlined in Article 25.01 will be paid by the employee in manner agreed to by the employee and the Employer.
- 25.03** Relief staff will be paid fourteen percent (14%) in lieu of benefits which include sick leave, extended health benefits and holiday pay.
- 25.04** Present full-time employees may only join on the anniversary date of the Plan. New eligible employees may join after the probationary period (65 shifts).
- 25.05** Generic Drugs
The extended health care plan pays only for the cost of a generic drug unless the employee's physician has specified that a generic drug is not to be substituted for a brand name drug. (See Appendix "A")
- 25.06** Dental Benefits
The dental plan will only pay for Fluoride treatments for those eighteen (18) years of age and under. Recall appointments will be nine (9) months for those over the age of eighteen (18).

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

- 26.01** Copies of job descriptions shall be kept up-to-date and be readily available to employees.
- 26.02** Modified Job Duties
The parties recognize their responsibilities to make reasonable attempts to accommodate disabled employees. Therefore, this agreement will be interpreted in such a way as to allow for such accommodation.

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

ARTICLE 27 - **GENERAL**

- 27.01** Uniforms
When the Employer requires a full time or a regular part time employee to be in uniform, a compensating allowance shall be paid to each such employee on each pay

cheque in the amount of seven (7) cents per paid hour.

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

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

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

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

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

27.05 Notice of Changes

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

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

27.06 Health & Safety

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

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

ARTICLE 28 WAGES

28.01 For the period of April 1, 2005 to March 31, 2008, wages shall be paid in accordance with the Schedule of Rates attached and described as Schedule "A".

Retroactivity will be paid in wages only.

ARTICLE 29 DURATION OF AGREEMENT

29.01 The provisions of this Agreement shall be effective April 1, 2005 and remain in effect until March 31, 2008, and from year to year thereafter unless either party gives notice in writing of their desire to amend same within a period of not more than ninety (90) days and not less than sixty (60) days previous to the expiry date.


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

WITNESS HEREOF the parties hereto have executed this Agreement:


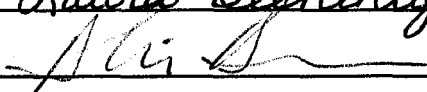
WITNESS: 

ALGOMA MANOR

(Thessalon)

 By

CANADIAN UNION OF PUBLIC EMPLOYEES
 AND ITS LOCAL NO 3695


 By

AGREEMENT entered into this _____ day of _____ 2005.
 in THESSALON, ONTARIO

SCHEDULE "A" WAGE SCALE CUPE LOCAL 3695 - ALGOMA MANOR									
	March 25, 2005 – October 6, 2005			October 7, 2005 to March 23, 2006			March 24, 2006 – October 5, 2006		
	1.125%			1.125%			1.25%		
	START	ONE YEAR	TWO YEAR	START	ONE YEAR	TWO YEAR	START	ONE YEAR	TWO YEAR
NURSING									
HCA / PSW	15.64	16.15	16.60	15.82	16.33	16.79	16.02	16.53	17.00
RPN	18.27	18.94	19.50	18.48	19.15	19.72	18.71	19.39	19.97
DIETARY									
HEAD COOK	16.90	17.19	17.33	17.09	17.38	17.53	17.30	17.60	17.75
SECOND COOK	16.84	17.16	17.33	17.03	17.35	17.53	17.24	17.57	17.75
PASTRY COOK	16.03	16.28	16.51	16.21	16.46	16.70	16.41	16.67	16.91
DIETARY AIDE	15.04	15.33	15.60	15.21	15.50	15.78	15.40	15.69	15.98
ENVIRONMENTAL SERVICES									
ENVIRONMENTAL SERVICES AIDE	15.04	15.33	15.60	15.21	15.50	15.78	15.40	15.69	15.98
SEAMSTRESS	15.04	15.59	15.84	15.21	15.77	16.02	15.40	15.97	16.22
MAINTENANCE PERSON	18.60	18.73	18.95	18.81	18.94	19.16	19.05	19.18	19.40
HANDYPERSON	16.84	17.16	17.33	17.03	17.35	17.53	17.24	17.57	17.75
DRIVER HANDYPERSON	16.03	16.11	16.22	16.21	16.29	16.40	16.41	16.49	16.61
RESIDENT SOCIAL SERVICES									
ACTIVATION AIDE	15.38	15.66	16.22	15.55	15.84	16.40	15.74	16.04	16.61
RESTORATIVE CARE AIDE	16.55	16.96	17.33	16.74	17.15	17.53	16.95	17.36	17.75

SCHEDULE "A" WAGE SCALE CUPE LOCAL 3695 – ALGOMA MANOR									
	October 6, 2006 to March 29, 2007			March 30, 2007 to October 11, 2007			October 12, 2007 to March 27, 2008		
	1.25%			1.25%			1.25%		
	START	ONE YEAR	TWO YEAR	START	ONE YEAR	TWO YEAR	START	ONE YEAR	TWO YEAR
NURSING									
HCA / PSW	16.22	16.74	17.21	16.42	16.95	17.43	16.63	17.16	17.65
RPN	18.94	19.63	20.22	19.18	19.88	20.47	19.42	20.13	20.73
DIETARY									
HEAD COOK	17.52	17.82	17.97	17.74	18.04	18.20	17.96	18.27	18.43
SECOND COOK	17.46	17.79	17.97	17.68	18.01	18.20	17.90	18.24	18.43
PASTRY COOK	16.62	16.88	17.12	16.83	17.09	17.33	17.04	17.30	17.55
DIETARY AIDE	15.59	15.89	16.18	15.79	16.09	16.38	15.99	16.29	16.59
ENVIRONMENTAL SERVICES									
ENVIRONMENTAL SERVICES AIDE	15.59	15.89	16.18	15.79	16.09	16.38	15.99	16.29	16.59
SEAMSTRESS	15.59	16.17	16.42	15.79	16.37	16.63	15.99	16.58	16.84
MAINTENANCE PERSON	19.29	19.42	19.64	19.53	19.66	19.89	19.77	19.91	20.14
HANDYPERSON	17.46	17.79	17.97	17.68	18.01	18.20	17.90	18.24	18.43
DRIVER HANDYPERSON	16.62	16.70	16.82	16.83	16.91	17.03	17.04	17.12	17.24
RESIDENT SOCIAL SERVICES									
ACTIVATION AIDE	15.94	16.24	16.82	16.14	16.44	17.03	16.34	16.65	17.24
RESTORATIVE CARE AIDE	17.16	17.58	17.97	17.38	17.80	18.20	17.60	18.02	18.43

APPENDIX " AGeneric Drug Substitutions

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

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

Amend WI Plan at Algoma Manor to provide for 1-1-2 coverage (i.e. pay commences first day accident, first day hospitalization, 3rd day illness).

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

DATED AT THESSALON, ON THIS ____ DAY OF _____ 2005

For the Employer

UB

For the Union

Laura Delhenty
Alis
Judy Bizier
Horeen Seabrook
M.D.

LETTER OF UNDERSTANDING

BETWEEN

ALGOMA MANOR
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3695
(The Union)

RE: SPLIT DAYS

The parties agree to enter into a Letter of Understanding allowing employees to take an additional week's vacation entitlement in blocks of fewer than five (5) days subject to the criteria set out in 23.04 and as set out herein. This right applies to employees with four or more weeks of vacation entitlement. In no case can a request for vacation of less than five (5) days prevent another employee from taking a full week's vacation. All split vacation days must be requested by September 1st. If the employee fails to request vacation days off, the Employer will pay out these days.

SIGNED AT THESSALON, ONTARIO ~~THIS~~ _____ DAY OF _____ 2005

For the Employer

For the Union

LETTER OF UNDERSTANDING

BETWEEN

ALGOMA MANOR
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3695
(The Union)

RE: WEEKENDS OFF

The parties will meet as soon as possible after the date of ratification to review all options for developing a schedule that will include an additional part-time employee in Housekeeping/ Laundry. The employee will be hired and will become part of the regular pool in order to allow all the parttime employees to have regular weekends off. It is understood that in the event a schedule is agreed to the Employer will not be held responsible if a parttime employee cannot be recruited to the position.

SIGNED AT THESSALON , ONTARIO THIS _____ DAY OF _____ 2005

For the Employer

CB

For the Union

Laura Delhenty
Chris
Judy Bizier
Deeann Sealbrook
MD

LETTER OF UNDERSTANDING

BETWEEN

ALGOMA MANOR
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3695
(The Union)

RE: CONTRACTING OUT

The Employer acknowledges that its right to contract out work is subject to the restrictions as set out in Article 3.02 of the collective agreement.

The Employer acknowledges that certain of its members of the bargaining unit at the Algoma Manor have the skills and ability to do certain maintenance work that the Employer might consider contracting out from time to time.

The Employer also acknowledges that both parties benefit when such work can be done by these bargaining unit members.

In recognition of the acknowledgement in paragraph (2) above, the Employer agrees that where a situation arises where it is considering the contracting out of work that is of a nature that is work or services performed by the employees, it shall offer such work to bargaining unit members on the following basis?

- i) The bargaining unit members are available to do the work in the time required by the Employer and at a cost that does not exceed the cost of contracting the work out;
- ii) The volume and nature of work can be performed by the number of bargaining unit members available to do the work required;
- iii) The work can be done safely, and to the standard required by the Employer, or by any regulating body who might have cause to examine the work;
- iv) The offering of the work to the bargaining unit member(s) does not adversely affect the regular schedule or duties to which the member would otherwise have been assigned, unless agreed to by the Employer.

- v) This letter will operate under the expiry date of the end of the term of this collective agreement. The Union accepts the Employers undertaking to apply the criteria in this letter in good faith, to the benefit of the members of the Union. Accordingly, there will be no grievances filed in respect of this Letter. The parties agree to meet three months after the signing of this Letter, and every three months thereafter, to review its application and to permit either party to express to the other concerns it might have in respect of the application of the terms of this Letter.
- vi) Notwithstanding (v) above, the parties will meet at least one month prior to the Letter's expiry to determine if it will be renewed, and if so on what basis it will be renewed.

SIGNED AT THESSALON, ONTARIO THIS _____ DAY OF _____ 2005

For the Employer

For the Union

LETTER OF UNDERSTANDING

BETWEEN

ALGOMA MANOR
(The Employer)

AND

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 3695
(The Union)

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

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

SIGNED AT THESSALON, ONTARIO THIS ____ DAY OF _____ 2005

For the Employer

1. Burt

For the Union

Laura Delhenty
Sti
Gudy Bijen
Green Seabrook
M.D.

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