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EFF.	92	09	01
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No. OF EMPLOYEES	165		
NOMBRE D'EMPLOYÉS	165		

# AGREEMENT

between

Cassellholme Home  
For the Aged,  
Nipissing East

and

Canadian Union of  
Public Employees and Its  
Local 146, C.L.C.

September 1, 1992

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Expiry Date: August 31, 1994

COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF MANAGEMENT OF CASSELLHOLME HOME FOR THE AGED,  
FOR THE DISTRICT OF EAST NIPISSING  
(hereinafter referred to as "the Board")

and

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 146, C.L.C.  
(hereinafter referred to as "the Union")

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE

2.01 The Board recognizes the Union as the sole and exclusive collective bargaining agent for all its employees save and except Professional Medical Staff, Graduate Nursing Staff, Undergraduate Pharmacists, Graduate Dietitians, Student Dietitians, Technical Personnel, Day Care/Activities Personnel, Craft Personnel, Supervisors, persons above the rank of Supervisor and Office Staff.

2.02 Work of the Bargaining Unit - Persons whose jobs are not in the bargaining unit shall not work any jobs which are included in the bargaining unit, except in cases of emergency or for purposes of training or direction.

2.03 Part-Time Employees -This Collective Agreement is fully applicable to all part-time employees unless otherwise specified.

2.04 No Other Agreements - No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of the Collective Agreement.

2.05 A part-time employee is a person who is employed by the Board on a regular basis for not more than twenty-four (24) hours per week. Part-time employees may work more than twenty-four (24) hours per week on a temporary basis to cover absences due to illness, vacation, leaves of absence and still retain part-time status. Assignments relating to this type of absence shall be for periods not exceeding six (6) months, unless mutually agreed by the parties to extend the time period. Where it is known that such assignments will exceed a continuous period of four (4) weeks or more, the posting provisions of Article 16.07 will apply. Full-time employees may be considered under the job posting provisions as it applies to this Article 2.05. However, only part-time employees may be considered for subsequent temporary postings that will result from a full time employee being granted a position under this article.

2.06 The Board shall not cause any lay-off of any employee within the bargaining unit as a result of contracting work out.

### ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive right and power of the Employer:

- (a) to maintain order, discipline, and efficiency;
- (b) to hire, discharge for just cause, direct, classify, transfer, promote, demote, lay-off, suspend, or otherwise discipline employees;
- (c) generally to manage and operate the enterprises in which the Employer is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the types and locations of machines and standards and procedures for the care, welfare, safety, and the comfort of the guests in the Home, the allocation and the number of employees required from time to time, the standards of performance for all employees and all other matters concerning the Employer's operation not otherwise specifically dealt with elsewhere in this Agreement;
- (d) to establish and enforce rules and regulations to be observed by all the employees, provided that they are not inconsistent with the provisions of this Agreement;
- (e) to exercise any of the rights, powers, and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are specifically abridged or modified by this Agreement.



ARTICLE 4 - NO DISCRIMINATION

4.01 The Board agrees that there will be no discrimination, interference, restriction, or coercion exercised or practiced by any of its representatives with respect to any employee because of his membership or non-membership in the Union.

ARTICLE 5 - NO COERCION

5.01 The Union agrees that there will be no intimidation, interference, restriction, or coercion exercised or practiced on employees of the Home by any of its members or representatives and that there will be no Union activity, solicitation for membership, or collection of dues on Home time, and no meetings on Home premises except with the permission of the Board or its designated representatives.

ARTICLE 6 - UNION MEMBERSHIP

6.01 The Union agrees that any employee to whom this contract applies may exercise or may refrain from exercising his right to become a member of the Union or ceasing to be a member of the Union.

ARTICLE 7 - UNION SECURITY

7.01 The Board shall deduct from every employee an amount equal to the current monthly dues, whether such employee is a member of the Union or not. It is understood and agreed by the parties to this Collective Agreement that the deduction of the monthly dues does not have anything to do with Article 17.01 and 17.02 of this Collective Agreement.

7.02 Deductions shall be made in the payroll period at the end of each month, and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following. The Union dues list shall indicate the name, classification, amount of dues deducted and whether the employee is full-time or part-time.

7.03 The Board shall show on the income tax T4 slips the amount of Union dues deducted during the previous calendar year.

7.04 The Board shall supply to the Union once each contract year the names, addresses, and job classifications for all employees in the bargaining unit.

ARTICLE 8 - NEGOTIATING COMMITTEE

8.01 The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than four (4) employees, and will recognize and deal with the said Committee for the purposes of negotiating the collective bargaining agreement. Negotiating Committee members shall be compensated for wages lost during negotiations. The place of meeting for contract negotiations shall be mutually agreed upon, and the costs of the location of the meeting shall be shared equally.

ARTICLE 9 - STEWARDS

9.01 The Board acknowledges the right of the Union to appoint or otherwise select six (6) stewards.

ARTICLE 10 - GRIEVANCE COMMITTEE

10.01 The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of four (4) members from among the stewards plus a member of the Executive. It is agreed the maximum number of employees attending a grievance meeting shall be two (2), excluding the grievor(s). The Union agrees to notify the Board in writing of the names of the stewards and Grievance Committee members, and any changes therein as they occur and only stewards and Grievance Committee members thus named shall be recognized by the Employer.

ARTICLE 11 - COMMITTEE AND STEWARDS

11.01 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 Union recognizes that each steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor which permission shall not be unreasonably withheld. Further, the Union recognizes that time spent dealing with such issues must not disrupt services to the Residents.

**ARTICLE 12 - COMPLAINT AND GRIEVANCE PROCEDURE**

**12.01 Verbal complaint** - If an employee has a verbal complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of the Agreement, he shall take the matter up orally with his immediate supervisor, within fifteen (15) days of alleged violation. In the case of a wage complaint said fifteen (15) days shall commence from the time the employee receives his pay cheque. The supervisor must respond within two (2) days of the employee's complaint being lodged. In the event the supervisor's response is deemed by the employee to be unsatisfactory then the employee may, within ten (10) days of the supervisor's response proceed to Step 1.

**STEP 1:** The Employee who shall be assisted by a Steward shall submit a written grievance to his Department Head. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the agreement which are alleged to be violated. The Department Head shall respond in writing within five (5) days of the employee's grievance being lodged. Failing a satisfactory settlement at Step 1, Step 2 of the grievance procedure may be invoked within three (3) days of the Department Head's answer.

**step 2 :** The employee shall refer the grievance to the Administrator or his designate who shall meet with the grievor and, his steward and a Grievance Committee member within five (5) days of receipt of the grievance. The Administrator or his designate shall render his decision within ten (10) days of said meeting.

If the parties at this step are unable to reach a Satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) days in accordance with Article 13.

**12.02** It is understood by the parties that in all stages, Saturdays, Sundays and Statutory Holidays will not be included in computing the number of days under Articles 12 and 13.

**12.03** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Home shall notify the employee of this right in advance.

**12.04** A grievance concerning suspension or discharge of an employee will be submitted at step 2 of the grievance procedure.

**ARTICLE 13 - ARBITRATION**

13.01 A notice of intent to arbitrate shall contain the name of the aggrieved party's appointee to the arbitration board. Within five (5) days from the receipt of the notice of intent to arbitrate, the other party must in turn, name their appointee. A third member to act as Chairman shall be appointed by the respective appointees. Should either fail to name their appointee within the required five (5) days or should the appointees fail to select a chairman within twenty (20) days from the date of their appointment, either party or their appointee shall request the Ontario Labour-Management Arbitration Commission to make the appropriate appointment.

13.02 Each of the parties hereto will bear the expenses of their appointee to the Board and the parties will equally bear the fees and expenses of the Chairman.

13.03 The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in this agreement or substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement. The Board, however, shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Board.

13.04 Time limits referred to in Articles 12 and 13, may be extended by mutual agreement of the parties, but otherwise failure on the part of the grievor to observe the time limits shall be deemed to be an abandonment of the grievance.

**ARTICLE 14 - MANAGEMENT GRIEVANCES**

14.01 It is understood that the Board may bring forward at any meeting with the Grievance Committee any complaints or grievances and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement.

14.02 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be by-passed.

ARTICLE 15 • NO STRIKES OR LOCKOUTS

15.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Board agrees that it will not cause or direct any lock-outs of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Home for the duration of this Agreement.

ARTICLE 16 • SENIORITY

16.01 Seniority is the principle of granting preference to employees for promotions, demotions, transfers, lay-offs and rehire after lay-offs in accordance with the length of continuous service with the Employer. In all such cases, the following two (2) factors shall be considered by the Employer in determining which employees shall be affected:

- (a) The seniority ranking of the employees affected;
- (b) The requirements and the efficiency of operations; the ability, knowledge, training, skill and physical fitness of the individual to fulfill the requirements of the job and the capability of the individual to assume responsibility.
- (c) When in the judgement of the Employer, which shall not be exercised in a discriminatory manner, factor (b) is equal as between two or more employees, then and only then, shall factor (a) govern.

16.02 New Layoff and Recall Language

- (a) A layoff shall be defined as reduction in the workforce or a reduction in the regular hours of work as defined in this agreement.
- (b) In the event of a proposed layoff as defined in (a), the Home will provide the Union with no less than thirty (30) calendar days notice of such layoff, and meet with the Union through the Labour Management Committee to review the following:
  - i) discuss alternatives to the lay-offs
  - ii) the reason causing the layoff
  - iii) the service the Home will undertake after the layoff
  - iv) the method of implementation including the areas of cut-back and employees to be laid off
  - v) ways the Home can assist employees to find alternate employment

- (c) Any agreement between the Home and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement. Notice of layoff or pay in lieu of shall be in accordance with the provisions of the Employment Standards Act, but in any event not less than thirty (30) days.
- (d) In the event of a layoff, the Home shall layoff employees in the reverse order of their seniority within their classification.
- (e) An employee who is subject to layoff shall have the right to either:
  - i) accept the layoff and be placed on a recall list for twenty-four (24) months; or
  - ii) displace an employee who has lesser bargaining unit seniority if the employee originally subject to layoff can perform the duties without training other than orientation. The requirements for such training and orientation will be discussed by the parties under B of this section. such employee so displaced shall be laid off, subject to his rights under this section. The right to bump shall include the right to bump up.
- (f) An employee shall have an opportunity for recall from a layoff to an available opening, in order of seniority, provided he has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed.
- (g) An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower classification shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified to perform the duties of his former position.

No new employee 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.
- (h) The Home shall notify the employee of recall opportunity by telephone or registered mail, addressed to the last address on record with the Home (which notification shall be deemed to be received on the fifth 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 his proper address being on record with the Home.

- (i) Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure.

16.03 Loss of Seniority - An employee shall lose all seniority and shall be deemed to have quit the employ of the Home if the employee:

- (a) quits the employ of the Employer;
- (b) is discharged for just cause and is not reinstated.
- (c) fails to return to work after the completion of a leave of absence granted by the Employer;
- (d) fails to return to work within seven (7) days after being sent a recall notice by registered mail to his last recorded address with the Employer;
- (e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- (f) is laid off or absent because of legitimate illness or absent because of non-compensable injury for more than twelve (24) months.
- (g) is absent from work without a reason acceptable to the Administrator for three (3) or more working days in any calendar year.

16.04 The Board shall maintain one (1) seniority list and any additions to or deletions from the list shall be updated by the Board every six (6) months (June 30 and December 31) and issued to the Secretary of the Union immediately, one copy shall be posted on the bulletin board. During the first thirty (30) calendar days of posting the employees shall have the opportunity of questioning their own individual seniority standing and after this time, the seniority list as posted, or amended as the case may be, shall not be open to question by the employees or the Union. The seniority list shall show the employee's job classification. Effective January 1, 1989, seniority for part-time employees shall be based on start date. When converting from the present system of hours paid, the employer shall take all hours paid for the employee up to December 31, 1988, and convert it to start date based on two thousand and eighty (2,080) hours constitutes one calendar year. The hours paid to be utilized in this calculation will be all those appearing on the latest seniority list (June 30, 1988) and all hours paid as per the old method of calculations appearing in the collective agreement for the remaining six (6) months of 1988. It is understood that vacation pay for part-time employees for the 1989 and

subsequent vacation years will be based on years of service completed at the beginning of the vacation year based on the start date which appears on the seniority listings. For all newly hired part-time employees and full time employees transferring to the part-time unit after January 1, 1989, the start date will be the original date of employment. On date of ratification, seniority shall be based on the employee's start date of part-time or full-time employment whichever is earlier, provided there has been no break in seniority in accordance with Article 16.03.

16.05 There shall be no lay-out of employees with seniority until all probationary employees have been laid off in that classification.

16.06 No probationary employee will be hired until all employees with seniority have been recalled in that classification.

16.07 Vacancies and Posting - The Board shall cause notice of vacancies to be posted on the bulletin board for five (5) working days prior to filing such vacancy on a permanent basis, written application must be submitted to the Administrator's office on or before the last day of posting. In order to be eligible to apply for a posting, the employee must be available for work within four (4) weeks of the effective date of the new job or vacancy. Nothing herein shall prevent the Board from temporarily filling the vacancy for which applications are being considered.

16.08 New Job Postings - When a new position is created, within bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the bulletin board for a minimum of seven (7) calendar days so all members will have the opportunity to apply.

16.09 Information in Postings - Such notice shall contain the following information: Nature of position, required Qualifications and education. skills, shift, hours of work, wage or salary rate or range: Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to male and female applicants:."

16.10 No Outside Advertising - No outside advertisement for any vacancy shall be placed until the applications of present Union members have been fully processed.



16.11 Trial Period - In the event the successful applicant is a bargaining unit member, then he/she shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position, wage salary rate, without loss of seniority. During the trial period of two months, the successful applicant may elect to return to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The position vacated by the successful applicant may be filled on a temporary basis until the trial period is completed.

In the event a part-time staff member is on trial for a full-time position, it is understood that the employee shall continue to receive pay on the basis of a part-time employee along with appropriate lieu pay during the two (2) month trial period. Therefore, medical fringe benefits shall not be forthcoming during this two (2) month trial period.

**16.12 Notification to Employee and Union** - Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfer, recalls, leaves of absence, resignations, retirements, deaths or other terminations of employment. The Union will be provided with a copy of written disciplinary action which is placed in an employee's file. The Union will also be provided with copies of any counselling letters or any other letters that are placed on the employee's file at the time of filing or of issuing same.

16.13 An employee will be allowed to review his personnel file for a reasonable period of time at a time scheduled by the Employer, once per calendar year in the presence of his supervisor. The employee will submit a request in writing to their supervisor to make arrangements for the review. Letters of reference will not be available for review by the employee. Upon reasonable notice, once per year, an employee will be provided with copies of material contained in his personnel file prepared at the employee's expense.

16.14 The record of an employee shall not be used against him/her at any time after twenty-four (24) months following suspension, disciplinary action or written warning, provided that there is no recurrence of disciplinary action within the twenty-four (24) month period. The parties mutually agree that all disciplinary action in regards to Resident abuse will remain on file.

ARTICLE 17 - PROBATIONARY EMPLOYEES

17.01 Full-Time Employees -- Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except for the right and privilege of being able to use the grievance procedure in the event such employees are terminated. Therefore, the parties to this Agreement agree that the employment of probationary employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the last date of hire.

17.02 Part-Time Employees - Effective as of the date of signing of this Collective Agreement, newly hired part-time employees shall be considered on a probationary basis until they have worked four hundred (400) hours from the date of hire. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except for the right and privilege of being able to use the grievance procedure in the event such employees are terminated. Therefore, the parties to this Agreement agree that the employment of probationary employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the last date of hire.

ARTICLE 18 - LEAVE OF ABSENCE

**18.01**

(a) Leave of absence without pay and without loss of seniority shall be granted to employees to attend conventions, schools and seminars conducted by the Union provided that the union gives the Employer at least two (2) weeks written notice in advance of the requirement of the Employee to absent himself and provided that in the judgement of the Employer the efficiency of operations shall not be affected by such leave. In any event, there shall be no more than one (1) employee per classification on such leave at any one time and no single employee shall be granted more than two (2) weeks of such leave in any calendar year. Such leave of absence shall not be denied, unreasonably.

- (b) The Home may grant leaves of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Home mutually agree otherwise. Such leaves of absence requests will not be unreasonably denied.
- (c) Where the Employer grants a leave of absence under 18.01 (a), it will continue the employee's normal pay and benefit coverage provided the Union will be invoiced for the employee's wages and benefits and reimburses same to the Employer.

18.02 Employees who are on leave of absence for any reason will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave he may forfeit all his seniority rights and privileges contained in this Agreement. All leaves of absence shall be applied for in writing to the Administrator and he shall respond in writing.

18.03 In the event of a death in the immediate family of an employee, such employee shall be allowed three (3) consecutive days away from work, one of which days shall be the day of the funeral. The employee will be paid to the extent that three (3) days are scheduled work days straight time at his regular pay rate. Immediate family shall mean father, mother, father-in-law, mother-in-law, son, daughter, sister, brother, wife, husband, grandparents, grandchildren, brother-in-law, sister-in-law, common-law spouse, daughter-in-law, and son-in-law, **step son** and step daughter. One (1) day will be allowed for spouse's grandparents.

Part-time employees shall receive pay only for the hours he was scheduled to work.

18.04 Upon written request accompanied by a medical certificate certifying to pregnancy, a leave of absence without pay and with accumulation of seniority shall be granted for pregnancy to a maximum of six (6) months. The employee returning to work after maternity leave shall provide the Board with at least two (2) weeks written notice. On return from maternity leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position in her department. If the employee so desires she may elect to receive payment of her normal weekly salary from her accumulated sick leave credits, after the fifteen (15) weeks of absence covered by Unemployment Insurance.

Part-time staff temporarily taken on to relieve for pregnancy leave of absence shall maintain salary with appropriate lieu pay. Medical fringe benefits shall not be forthcoming.

18.05 Upon written request accompanied by a valid certificate certifying to an adoption, a leave of absence without pay and with accumulation of seniority shall be granted to female employees for the adoption to a maximum of six (6) months. The employee returning to work after adoption leave shall provide the Board with at least two (2) weeks written notice. On return from adoption leave, the employee shall be placed at least in her former position. If the former position no longer exists, she shall be placed in an equivalent position in her department.

Part-time staff temporarily taken on to relieve for adoption leave of absence shall maintain salary with appropriate lieu pay. Medical benefits shall not be forthcoming.

18.06 Paid Jury or Court Witness Duty Leave - The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount received.

**ARTICLE 19 - RELIEVING IN OTHER GRADES**

19.01 When an employee is assigned to relieve in a position of higher rating for four (4) consecutive hours or more, he shall receive the rate for the position for which he is relieving for the full period of relief. When an employee is assigned to relieve temporarily in one shift or more in a position of lower rating, he shall maintain his regular rate of **pay** while so assigned.

**ARTICLE 20 - BULLETIN BOARDS**

20.01 The Board will designate two (2) bulletin boards in a mutually agreed location on which the Union shall have the right to post notice of meetings and such other notices as maybe of interest to other employees, subject to the approval of the Administrator of material to be posted. Such approval shall not be unreasonably withheld. All postings required under this Agreement shall be made on this bulletin board.

**ARTICLE 21 - UNIFORMS**

**21.01**

- (a) The Board will supply and launder three (3) uniforms for employees classified as Orderlies, Cooks, Maids, General Help, and all Maintenance positions. Uniforms supplied by the Home are only available in sizes: small, medium, and large. Such uniforms are not to be worn off duty.

R.N.A.'s and N.A.'s shall have the right to wear pant uniforms.

Employees are required to wear shoes in keeping with the safety policies of the Home.

Nursing staff shall wear white shoes.

- (b) Where required the Employer will provide hair nets.

- (c) Effective January 1, 1987, the Employer will provide an annual allowance of twenty-five dollars (\$25.00) towards the cost of safety boots for the full time employees of the Maintenance department.

**ARTICLE 22 - SICK LEAVE**

22.01 After three (3) full months of service, all full-time employees shall be allowed eighteen (18) days per year retroactive to the first day of employment. After twelve (12) months, the unused portion of sick leave in any calendar year shall be added to the sick leave standing to the credit of the employee and this shall be cumulative to a maximum of two-hundred and sixty (260) days.

22.02 Any employee absent from work through sickness in excess of three (3) days shall be required to produce a certificate from a duly qualified medical practitioner certifying as to such employee's illness. Further, an employee having been absent in excess of three (3) days is required to advise his immediate supervisor of his intent to return to work at least twenty-four (24) hours prior to the return.

22.03 On reaching retirement age or if any employee is forced to retire due to ill health or if any employee terminates his employment having had seven (7) or more years' seniority with the Home, accumulated sick leave benefit will be paid in cash, on the basis of the current wage scale not exceeding fifty percent (50%) of the total number of days standing to the credit of such employee and in any event not more than an amount equal to six (6) months earnings at the current rate. Calculations to be made from July 1st, 1963.

22.04 A statement of accumulative sick leave shall be given to an employee in January of each year.

22.05 An employee will not be compensated for the first day of sick leave in the third and succeeding periods of absence from work on sick leave in any calendar year except where the employee's illness lasts for a period of ten (10) or more days. Notwithstanding the above, where an employee on the third (3rd) and fourth (4th) periods of absence from work provides the Employer with a medical certificate certifying the employee's illness, he/she will be compensated for the first day of sick leave.

22.06 When a full-time employee is transferred to a part-time position, he shall be credited with all the unused portion of sick leave standing to his credit at the time of transfer.

#### ARTICLE 23 - HOSPITALIZATION, MEDICAL BENEFITS AND RETIREMENT

23.01 The Board agrees to contribute one hundred percent (100%) of the Ontario Health Insurance Plan for all employees participating.

23.02 Normal retirement for all employees shall take place on the first working day of the calendar month following the month in which the employee reached sixty-five (65) years of age. Regular full-time employees must participate in OMERS. Contributions by employees and Employer shall be made in accordance with appropriate legislation.

23.03 Upon completion of three (3) months of service with the Home, the board agrees to contribute one hundred percent (100%) of the premium cost of a group life insurance policy in the amount of twenty-five thousand dollars (\$25,000) for each full time employees.

23.04 The Board shall pay one hundred percent (100%) of the premium for the Blue Cross Extended health Care Plan, or equivalent plan to all employees covered by this agreement including vision care to eighty dollars (\$80.00) per twenty four (24) month period.

23.05 A dental plan, Blue Cross #9, (or its equivalent), will be provided based on current C.D.A. fee schedule providing that the enrollment requirement of the plan for the bargaining unit are met. The employer will pay seventy-five percent (75%) of the billed premiums of this plan and the employee will pay twenty-five percent (25%) of the billed premiums of this plan.

23.06 In case of absence for illness or disability, the Employer's contribution will be paid to the above plans for a maximum of one (1) year from commencement of absence for such illness or disability. Thereafter, the employee may pay the full premiums through the Employer.

#### ARTICLE 24 - WELFARE

24.01 It is agreed by the parties hereto that all employees covered by this Agreement shall be covered by the provisions of the Unemployment Insurance Act.

24.02 Rest Periods - The Board will allow two (2) fifteen (15) minute paid rest periods per shift.

#### ARTICLE 25 - CLASSIFICATIONS AND WAGE RATES

25.01 The Classifications and Wage Rates are set out in Schedule "A" attached hereto and form an integral part of this Agreement.

25.02 Retroactivity - For all current employees the new wage rates set out in this Agreement shall be retroactive to the 1st day of September, 1992, for all paid hours. Similarly, for those who have terminated since August 31, 1992, the new wage rates shall be paid retroactively for all paid hours until the date of their respective termination. They shall have thirty (30) days from the date of notification thereof by the Employer to request their pay. The Employer shall notify such employees of their entitlement as soon as possible by registered mail at their last known address. Unless otherwise specified all other terms of this Agreement shall be effective on the 1st day of September, 1992.

25.03 Job Description - The employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and/or make current copies available to the Union.

**25.04** No elimination of Present Classification - Existing classifications shall not be eliminated or changed without prior notification to the Union.

**25.05** New Job Classification - The employer shall prepare a job description whenever a new job classification is created. The Employer will provide the Union with a copy of the job description and the proposed salary range for the new classification. Following discussion, and in the event that the parties are unable to agree on the appropriate salary range, the matter shall be referred to arbitration for final resolution.

**ARTICLE 26 - HOURS OF WORK AND WORKING CONDITIONS**

**26.01** The normal hours of work for all employees covered by this Agreement shall be as follows:

Full-time Employees - The Normal hours per week shall be forty (40) hours. Employees shall be required to work an average of five (5) eight (8) hour shifts, inclusive of a half (1/2) hour paid meal period.

Part-Time Employees - It is agreed that part-time hours of work will be scheduled so as to be divided equally amongst part-time employees. Where additional shifts or additional hours of work become available beyond those mentioned above, they shall be distributed to part-time employees in order of their seniority.

**26.02** All shifts shall be worked in a period not to exceed eight (8) consecutive hours. There shall be no split shifts.

(Note: This includes a paid half (1/2) hour meal period.)

**26.03** The Board will endeavour to arrange schedules so as to permit employees to have at least three (3) week-ends off in every nine (9) week schedule. A weekend will consist of fifty-six (56) consecutive hours off with the majority of the hours off being on Saturday and Sunday.

**26.04** Whenever an employee's schedule is changed by the Board so as to result in regularly scheduled working hours with new starting and finishing times, he shall be paid at the rate of time and one-half (1-1/2) for work performed during his first working day following such unless notice of such change has been given to him by the Administrator or his designate at least twenty-four (24) hours prior to the new starting time. Where possible, each employee shall notify his supervisor four (4) hours in advance when he will be absent from work.



**26.05** Subject to the approval of the Employer, an employee may exchange a scheduled shift with another employee by giving the Employer at least twenty-four (24) hours notice of his intention to exchange a shift, together with a written undertaking signed by the employee willing to replace him. In any event, it is understood that such change in shift indicated by an employee and approved by the Employer shall not result in overtime compensation or payment.

The employees may exchange days off within their classification with employees of identical status, i.e., full-time with full-time; part-time with part-time. Employees may exchange scheduled shifts within their classification with any previously scheduled employees. It is further understood that employees may not exchange shifts that they have been offered and have accepted after the posting of the schedule.

**26.06**

a) When an employee is required to change shifts, sixteen (16) hours shall be allowed between shifts. If, however, an employee is required to report on the next shift, in any less time than sixteen (16) hours after finishing his first shift, the employee shall be paid at overtime rates for the period worked before the sixteen (16) hours time allowed for shift change has expired. However, the Employer will not be required to pay such overtime rate where such sixteen (16) hour period is shortened:

- (1) at the specific request of the employee; or
- (2) for any period of time by which the sixteen (16) hour rest period is shortened due to the employee having worked overtime on his previous shift.

b) In the case of the Dietary Department, the time off will be twelve (12) hours between shifts so as to allow more consecutive working days for these employees. The parties agree that the implementation of this clause will not directly result in a reduction of the current full-time staff complement in the Dietary Department.

**ARTICLE 27- OVERTIME**

27.01 Authorized work performed in excess of eight (8) hours per day or forty (40) hours per week shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate.

**27.02** Any employee required to work on any of the holidays designated under Article **28.05** of the Agreement shall receive salary at two and one-half (**2-1/2**) times the employee's regular rate or at one and one-half (**1-1/2**) times the employee's regular rate in addition to a day off, with pay, in lieu of the holiday. If the employee elects to take the lieu day, such lieu day must be taken within four (**4**) months following the holiday he worked on at a time mutually agreed upon by the employee and his supervisor. Where the lieu day is not taken during the above mentioned period, the employee shall be paid for the lieu day; request for specific lieu days off must be submitted to the supervisor at least one (**1**) week in advance. An employee's request for an extra day off with pay shall not be unreasonably refused.

**27.03** Any employee required to work on his regularly scheduled day off shall be paid at one and one-half (**1-1/2**) times the regular rate.

**27.04** For the purpose of computing time, the working day shall commence at **12:01** a.m., and conclude at **12:00** p.m.

**27.05** No Lay-off to Compensate for overtime - employee shall not be required to lay-off during regular hours to equalize any overtime worked unless requested by the employee in writing.

**27.06** An employee who has left the premises of the Employer and who is requested to and reports for work outside his regular scheduled working hours shall be paid a minimum of four (**4**) hours pay at straight time or the rate of time and one-half (**1-1/2**) for the hours so worked whichever is the greater, provided the hours so worked do not overlap and extend into his regular shift. If the hours so worked under this call-in provision overlap and extend into his regular shift, he shall receive pay only for the hours actually worked prior to the commencement of his regular shift at the rate of time and one and one half (**1-1/2**) of his regular rate of pay.

#### **ARTICLE 28 - ANNUAL VACATION AND STATUTORY HOLIDAYS**

##### **28.01**

(a) The following vacation entitlement shall apply to full-time employees:

Up to one (1) years service	- 4%
After one (1) years service	- two (2) weeks
After three (3) years service	- three (3) weeks
After nine (9) years service	- four (4) weeks
After fifteen (15) years service	- five (5) weeks
After twenty-five (25) years service	- six (6) weeks

A weeks vacation pay is a regular weeks pay.

- (b) Effective during the 1989 vacation year the existing vacation entitlement for part-time employees will be changed to read as follows:

Up to Four (4) years of service	- 4% of gross earnings
After Four (4) years of service	- 6% of gross earnings
After Twelve (12) years of service	- 8% of gross earnings
After Twenty (20) years of service	- 10% of gross earnings

A part-time employee shall submit a written request at least two (2) weeks in advance of the pay day when he would like to receive his vacation pay. The Employer will pay out any vacation money owing to the part-time employees as at December 31st in each year. Such payment will be made in January. Vacation pay shall be paid by separate cheque.

**28.62**

- (a) Should a paid holiday fall during an employees vacation period, then the said employee shall be entitled to an extra day's vacation with pay within four (4) months following the vacation period at a time mutually agreed upon by the employee and his supervisor. Where the extra day's vacation with pay is not taken during the above mentioned period, the employee shall be paid for the extra day's vacation; request for specific lieu days off must also be submitted to the supervisor at least one (1) week in advance. An employee's request for an extra day off with pay shall not be unreasonably refused.
- (b) Any full time employee while on vacation who becomes ill or injured for more than three (3) days will be allowed at some future date to take additional time off for the period covering the illness or the injury that occurred during his vacation, provided he notifies the Employer of this fact during his vacation and the injury or illness is verified by a certificate signed by a duly recognized medical practitioner. Any additional days that are allowed because of the sickness or accident will be paid out of the full-time employee's sick leave credits.

**28.03** Vacation schedules shall be posted by May 1st of each year and shall not be changed without the consent of the affected employees. Every attempt will be made by the Employer to grant vacations as requested, however, where in scheduling vacation times, conflicts arise amongst employees as to the choice of vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and staffing requirements, in the final determination of the vacation schedule.

Employees must submit written vacation requests to their immediate supervisors no later than April 13th, of each year.

**28.04** An employee who fails to give the Employer notice of termination in writing two (2) weeks prior to such termination or who has been terminated for just cause shall receive vacation pay in accordance with the Employment Standards Act.

**28.05 Paid Holidays** - The following paid holidays will be observed during the life of this Agreement for all full-time employees covered by this Agreement.

New Years Day	Good Friday
Easter Monday	Victoria Day
Canada Day	August Civic Holiday
Labour Day	Thanksgiving Day
Christmas Day	Boxing Day
Floating Holiday (1 day)	

The employee requesting a floating holiday shall apply in writing two (2) weeks in advance of the date in which he wishes to absent himself, and where there is a conflict the seniority of the employees and the efficient operation of the Home shall be the governing factors. If the holiday is not taken during the calendar year the employee shall be reimbursed for same in December of calendar year.

Part-time employees will be entitled to the above-mentioned paid holidays, with the exception of the one (1) floating holiday, provided they meet the qualifications under the Employment Standards Act.

**28.06** Employees shall receive a day's pay for not working on the above-named holidays, however, if worked, employees shall be compensated for such work in a manner set forth in the Agreement.

**28.07** In order to qualify for payment of any of the above holidays employees shall be required to work his last regularly scheduled shift immediately preceding the holiday and his next regularly scheduled shift immediately following the holiday. **NO** pay **for** a holiday not worked shall be made to any employee on leave of absence or Worker's Compensation or on absence for sickness or non-compensable accident.

#### ARTICLE 29 - SHIFT DIFFERENTIALS

##### **29.01**

Effective May 7th, 1992, a shift premium of forty-five cents (\$.45) 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 30 - HEALTH EXAMINATIONS

30.01 When required by the Employer, the employee will submit to a complete medical examination, inoculations and vaccinations; it being understood that the expense of any medical examinations, inoculations, vaccinations, etc. which are required under this clause, shall be borne by the Employer, and without limiting the generality of the foregoing the employees agree to submit to any examination required from time to time by the Hone for the Aged and Rest Homes Act, Public Hospitals Act, R.S.O., 1970 Chapter 378 and amendments thereto and/or regulations passed thereunder. It is understood that when a medical examination occurs during an employee's regular scheduled shift, such employee will be compensated up to a maximum of two (2) hours loss of pay due to such medical examination.

#### ARTICLE 31 - VALIDITY OF AGREEMENT

31.01 In the event of any of the provisions of this Agreement or any practice established thereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the requirements of any such law.

#### ARTICLE 32 - GENERAL

32.01 Where the singular or masculine is used in this 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.

32.02 Part-Time Employees - Effective September 1, 1985, in addition to the employees hourly rate, a part-time employee shall receive in lieu of fringe benefits provided in Article 23 - Hospitalization and Medical Benefits, an amount equal to thirteen percent (13%) of his regular hourly rate.

ARTICLE 33 - PAY DAYS

33.01 Pay days shall be every second Friday except that should a holiday fall on that day then the preceding day shall be deemed to be pay day. There shall be a one (1) week holdback of all pay and pay will be deposited to the employee's bank account. New employees will be required to open bank accounts at the Bank of Nova Scotia, Main Branch North Bay, Ontario.

ARTICLE 34 - JOINT CONSULTATION COMMITTEE

34.01 The parties agree to appoint a Joint consultation Committee of five (5) employees appointed by the Union and five (5) members appointed by the Employer it being understood that no more than three (3) employees appointed by the Union and three (3) of the members appointed by the Employer shall be in attendance at any meeting. Such a Committee shall meet to discuss and if possible provide understanding of points of mutual interest between the parties it being understood that such Committee shall have no right to usurp the power of the Negotiation or Grievance Committees. The Committee shall meet once every three (3) months as agreed between the parties and all matters for discussion to be placed on the agenda.

ARTICLE 35- TERMINATION CLAUSE

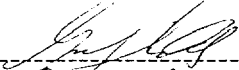
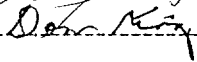
35.01 This Agreement shall be in effect from the ~~1st day of September, 1992~~ and shall remain in effect until the ~~31st day of August, 1994~~. Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement, then it shall continue in effect for a further year without change, and so on from year to year thereafter.

35.02 Notice that amendments are required or that, either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement or any anniversary date of such expiration date.

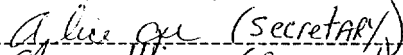
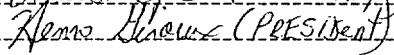
35.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purpose of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

35.04 The cost of printing and distributing sufficient copies of the collective agreement to the parties shall be borne equally by the Board and the Union.

SIGNED at NORTH BAY, ONTARIO, this 13th day of June, 1994  
FOR THE BOARD OF MANAGEMENT OF CASSELLHOLME, HOME FOR THE  
AGED FOR THE DISTRICT OF NIPISSING EAST;

  
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FOR THE CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 146, C.L.C.:

 (Secretary)  
-----  
 (President)  
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SCHEDULE "A"

CLASSIFICATION AND WAGES

CLASSIFICATION	MAR. 1/92	1 $\frac{1}{2}$	2 $\frac{1}{2}$
		SEPT. 1/92	JAN.1/94
R.N.A.	\$13.82	\$13.96	\$14.24
R.N.A. (meds)	14.46	14.60	14.90
ADJUVANT	14.46	14.60	14.90
NURSES'S AIDES (1)	12.90	13.03	13.29
ORDERLY (1)	12.86	12.99	13.25
GENERAL HELP	12.85	12.98	13.24
MAID (HK. & LAUNDRY)	12.86	12.99	13.25
COOKS	13.93	14.07	14.35
SEMI-SKILLED GENERAL MAINTENANCE	12.85	12.98	13.24
SKILLED GENERAL MAINTENANCE	14.40	14.54	14.83
DRIVER/ MAINTENANCE	14.40	14.54	14.83

1. Any employee working the Nurse's Aide classification or the Orderly Classification who has documented proof of completing the Health Care Aide Course or certified Nurses Aides Course will be paid \$0.30 per hour above their job classification rate, upon providing, such proof;



June 29, 1992

Mr. Henri Giroux  
President  
C.U.P.E. Local 146

Dear Mr. Giroux:

Re: Letter of Understanding - Pay Errors,  
Union Security and Stewards

This is to confirm that the Board of Management has agreed to endeavour to provide to the Union the total monthly regular earnings for bargaining unit employees starting with the month ending January, 1989.

The employer also agrees that when an error exceeding fifty dollars (**\$50.00**) occurs on the employee's paycheque, the employer will issue a manual cheque to reimburse the employee in the amount of the error.

Lastly, the Board of Management agrees that whenever a staff schedule comes down, a copy will be given to the Union.

Yours truly,

G. C. Shields  
Administrator

1. The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that proper record-keeping is essential for the integrity of the financial system and for the ability to detect and prevent fraud.

2. The second part of the document outlines the various methods used to collect and analyze data. It describes the use of statistical techniques to identify trends and anomalies in the data, and the importance of using reliable sources of information.

3. The third part of the document discusses the role of the auditor in the process. It explains that the auditor's primary responsibility is to provide an independent and objective assessment of the financial statements, and to ensure that they are free from material misstatements.

4. The fourth part of the document discusses the importance of communication in the audit process. It emphasizes that the auditor must maintain open and effective communication with the client, and must be able to clearly and concisely communicate the results of the audit.

5. The fifth part of the document discusses the importance of ethics in the audit process. It emphasizes that the auditor must adhere to the highest standards of ethical conduct, and must be able to resist any pressure or influence that might compromise the integrity of the audit.