

THE BOARD OF MANAGEMENT OF THE
WEST NIPISSING HOME FOR THE AGED

SOURCE	
EFF.	2001 01 01
TERM.	2005 12 31
No. OF EMPLOYEES	130
NOMBRE D'EMPLOYÉS	<i>JK</i>

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.L.C.

COLLECTIVE AGREEMENT

RECEIVED
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January 1, 2001 to December 31, 2005

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THIS AGREEMENT made and entered into this 7th day of May 2004.

BETWEEN:

**THE BOARD OF MANAGEMENT OF WEST NIPISSING
HOME FOR THE AGED**

(Hereinafter referred to as "The Board")

party of the first part,

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 896, C.I.C.**

(Hereinafter referred to as "The Union")

party of the second part.

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.
- 1.02** Wherever 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~~ requires.

ARTICLE 2 - SCOPE

- 2.01** **The Board recognizes** the Union ~~as the~~ sole and exclusive collective bargaining agent for all of its employees save and except Professional Medical Staff, Department Heads, persons above the rank of Department Head, Registered Nurses and Office Staff.

ARTICLE 3 -- UNION SECURITY

3.01 No Other Agreements

No employee 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 this Collective Agreement.

3.02 The Secretary of the Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

3.03 Work of the Bargaining Unit

Employees not covered by the terms of the Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

3.04 The Board agrees to prepare job descriptions for all positions for which the Union is bargaining agent. These descriptions, or any further amendments thereto shall be provided to the Union and shall become the recognized job descriptions. An employee will be given a copy of her job description upon request.

3.05 Contracting Out

The Board shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of employees follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this provision.

3.06 It is recognized that the Board is responsible for the safety, health, comfort and general welfare of the residents of the Home; therefore, the employees recognize that they must be prepared at all times to assist in carrying out the services provided by the Home.

3.07 This responsibility to the residents is the responsibility of the Board and requires that any dispute arising out of the terms of this Agreement be adjusted and settled ~~in an orderly manner~~ without interruption of the said services to the residents: therefore, the employees agree that if any difference with the Board occurs during the time period of this Agreement, the same will be dealt with under the grievance procedure hereinafter set forth.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 In view of the orderly procedure established herein for the disposition of employees' complaints and grievances, the Board agrees that it will cause or direct no lockouts 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 5 - DISCRIMINATION

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

5.02 No Coercion

The Union agrees that there will be no intimidation, interference, restriction or coercion exercised or practised on employees of the Board by any of its members or representatives and that there will be no union activity, solicitation for membership or collection of dues on Board time, except as otherwise provided in this Agreement, and no meetings on Board premises except with the permission of the Board.

5.03 Relationship

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 6 – MANAGEMENT RIGHTS

6.01 The Union agrees that the Board has the right to manage the Home, direct the working forces, to hire, discharge, promote, demote, transfer, lay-off, suspend or discipline employees for just cause. The Board agrees that these functions shall be executed in accordance with the provisions of this Agreement, subject to the employee's right to lodge a grievance as set forth herein.

ARTICLE 7 - DEDUCTION OF UNION DUES

7.01 The Board shall deduct from every eligible employee after thirty (30) days' employment, any monthly dues, initiations or assessments levied, in accordance with the Union Constitution and/or By-laws and owing by him to the Union.

7.02 Deductions shall be made from 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**, accompanied by a list of the names of all employees from whose wages the deductions have been made, showing any additions or deletions.

ARTICLE 8 – STEWARDS AND COMMITTEES

8.01 Stewards

The Board acknowledges the right of the Union to appoint or otherwise select a reasonable number of stewards, to be limited to one (1) steward for each Department, except in the Nursing Department where the Union may appoint two (2) stewards. Department to mean: Nursing, Kitchen, Housekeeping and Laundry. Union stewards and members of committees must obtain permission

from their immediate supervisor before absenting themselves from their place of duty in order to deal with grievances or other union business connected with this Agreement. Such persons shall not be unreasonably refused, having regard for efficiency of operations of the Home. In accordance with this understanding, the Board shall not make any deductions from such Union stewards or committee members for time so spent at joint meetings only.

8.02 Grievance Committee

The Board acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of three (3) members from among the stewards. The Union agrees to notify the Board in writing of the names of the stewards and Grievance Committee members once a year, or upon any change, of all supervisory personnet involved in the grievance procedure.

8.03 Negotiating Committee

The Board acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than five (5) employees, it being understood that not more than two (2) such employees shall be from any department. The Board will recognize and deal with the said Committee with respect to any matter, which properly arises from time to time during the term of this Agreement.

8.04 Labour Management Committee

a) A Labour-Management Committee shall be established consisting of four (4) representatives of the Union and four (4) representatives of the Employer. The Committee shall enjoy the full support and cooperation of both parties to this Agreement in the interest of maximum service to the public.

b) The Committee shall concern itself with matters of the following nature:

- (1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees;
- (2) Increasing operating efficiency by promoting cooperation in effecting economy moves;
- (3) improving of service to the public;
- (4) Promoting of safety and sanitary practice and observance of safety rules;
- (5) Reviewing suggestions from employees, questions of working conditions and service, but not grievances concerned with services;
- (6) Correcting of conditions making for grievances and misunderstandings;

(7) Promoting education and training of the staff.

c) Except as may be otherwise mutually agreed, the Committee shall normally meet on a monthly basis at a mutually agreed time provided either of the parties identifies matters for discussion. Members shall receive notice and employees shall not suffer any loss of pay for time spent with the Committee.

d) A representative of management and a Union Representative shall be designated as Joint Chairman and shall alternate in presiding over the meeting.

e) Minutes of each meeting of the Committee shall be prepared and signed as promptly as possible after the close of the meeting by the Joint Chairman. The Union and the Employer shall each receive *two* (2) signed copies of the minutes.

f) The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 – GRIEVANCE PROCEDURE

9.01 It is the mutual desire of the parties that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until he has first given his immediate Supervisor the opportunity of reviewing and responding to his complaint. Such complaint shall be discussed with his immediate Supervisor within five (5) working days, exclusive of Saturdays, Sundays and holidays, after the circumstances giving rise to it occurred or ought reasonably to have come to the attention of the employee, and failing settlement within five (5) working days, exclusive of Saturdays, Sundays and holidays, the employee shall then be entitled to take it forward to the grievance procedure, provided such action occurs within five (5) working days, exclusive of Saturdays, Sundays and holidays, following **advice** of the immediate Supervisor's decision. Grievances, which must be submitted and responded to in writing at all stages, shall be dealt with in the following manner.

Step 1 The employee assisted by a steward shall first take the matter up with the immediate Supervisor. Failing settlement at this stage within two (2) working days, excluding Saturdays, Sundays and holidays, then Step 2 may be invoked.

Step 2 The grievance shall be submitted to the Grievance Committee who shall take the matter up with the Human Resources Co-ordinator. Failing

settlement at this stage within three (3) working days, excluding Saturdays, Sundays and holidays, then Step 3 may be invoked.

Step 3 The Grievance Committee shall take the matter up with the Administrator or designate. Failing settlement at this stage within fifteen (15) working days, exclusive of Saturdays, Sundays and holidays, the Committee may, but only within a period of fifteen (15) working days from the date of receipt of the reply of the Administrator or designate, invoke the arbitration provisions of this Agreement.

9.02 The Board agrees that the Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees in all steps of the grievance procedure, and any other matter pertaining to this Agreement.

9.03 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration if the matter is referred to such a Board.

9.04 a) General Grievance

Any difference arising between the Union and the Board from interpretation, application, administration or the alleged violation of the provisions of this Agreement, instead of following the procedure hereinbefore set out may be submitted in writing by either party to the other at Step 3 of the grievance procedure, provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged general grievance.

b) Group Grievance

Where two or more employees have identical grievances, and each employee would be entitled to grieve separately, they may present a group grievance, in writing, identifying and signed by each employee who is grieving to the Human Resources Co-ordinator within ten (10) working days, exclusive of Saturdays, Sundays and holidays, after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step 2, and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

9.05 The time limits referred to in this Article may be extended by mutual agreement of both parties.

9.06 A claim by an employee that he has been unjustly disciplined, suspended, or discharged shall be treated as a grievance and shall be heard at Step 2 of the grievance procedure.

9.07 Any letter of reprimand, suspension or other disciplinary sanction issued by the Board will be removed from the record of an employee twenty-four (24) months following receipt of such documentation provided the employee's record has been discipline-free for eighteen (18) months.

9.08 Management Grievances

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. The grievance shall be submitted at Step 3 of the grievance procedure provided that no more than sixty (60) calendar days have elapsed since the occurrence of the alleged grievance.

ARTICLE 10 - ARBITRATION

10.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration as defined in Section 48, subsection 2 of the Labour Relations Act.

10.02 Prior to referral to arbitration, either or both of the parties may suggest and possibly agree to a dispute resolution mechanism, which may include a single arbitrator.

10.03 The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the Board of Arbitration shall be final and binding and enforceable on all the parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement, which in its opinion deems just and equitable.

10.04 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party and any cost of the place of hearing of such arbitration, if any, when the necessity arises.

10.05 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

ARTICLE 11 – SENIORITY

11.01 a) Seniority is defined as the length of service in the bargaining unit, and shall be applied on a bargaining unit wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, and recalls

subject to the senior employee having the required qualification for the job. Seniority accumulation may be interrupted during certain periods of absence as provided in this Agreement. Seniority shall apply on a bargaining unit wide basis.

- b) Full-time employees will accumulate seniority on the basis of their service in the bargaining unit from their date of hire.
- c) Effective (date of ratification) part-time employees shall be credited with their seniority for length of service in the bargaining unit until (date of ratification) on the basis of one (1) year equals 1840 hours. Thereafter, part-time employees will accumulate seniority on the basis of one (1) year of seniority for each eighteen hundred and forty (1840) hours worked in the bargaining unit.
- d) An employee whose status is changed from full-time to part-time shall receive full credit for his seniority.
- e) An employee whose status is changed from part-time to full-time shall receive credit for his seniority on the basis of one (1) year for each eighteen hundred and forty (1840) hours worked.

Transfer of Seniority and Services

- i) An employee whose status is changed from full-time to part-time shall receive credit for seniority and service on the basis of 2080 hours for each year of full-time seniority and service;
- ii) An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year for each eighteen hundred and forty (1840) hours worked.
- iii) For future posting allocations where full time employees can apply on the position, an "artificial date of hire" will have to be determined for part time employees who are now full time employees as of April 28, 2003. Since pre April 28, 2003 full time employees maintained their date of hire for seniority purposes, this "artificial date of hire" will be utilized to have a date of hire for every full time employees in order to determine the posting allocation.

The "artificial date of hire" for pre April 28, 2003 employees will be calculated in the following manner:

An employee is hired part time on March 3, 2000. He gets a permanent full time posting on February 2, 2004. He has a total of 4,000 hours worked from March 3, 2000 to February 1, 2004. This will give the employee 2.17 years of service (4000/1840). To determine the new "artificial date of hire", we will go back 2.17 years from February 2, 2004. This will give the employee a new "artificial date of hire" of December 1, 2001.

To determine the actual "artificial date of hire" the following process is utilized:

2.17 years of service.

Years: 2

Months:

.17 years x 12 months = 2.04 months

Therefore 2 months

Days:

.04 days x 31 days = 1.24 day

Therefore 1 day

We have to go back 2 years, 2 months and 1 day from February 2, 2004 to determine the "artificial date of hire", which gives us a date of December 1, 2001.

This "artificial date of hire" will be utilized only when required through the posting process. If a posting position involves two (2) or more pre April 28, 2003 employee who are now full time employees, the seniority will be based on the hours worked and not the "artificial date of hire".

ARTICLE 12 – EFFECT OF ABSENCE

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

- a) Resigns;
- b) Is discharged and not reinstated through the grievance/arbitration procedure;
- c) Is retired;
- d) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason;
- e) Has been laid off twenty-four (24) months;
- f) If **the employee has been** laid off and fails to signify his/her intention to return to work within seven (7) calendar days after that employee has been notified by the Home through registered mail addressed to the last address on the records of the Home, or fails to report to work within fourteen (14) calendar days after notification;
- g) Is absent due to illness or disability for a period of thirty (30) calendar months from the time the disability or illness commenced. This provision shall be administered in conformity with the *Ontario Human Rights Code*.

ARTICLE 13 – LAY-OFF

13.01 Definition of Lay-off

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.

- 13.02**
- a) Should circumstances require a reduction of employees, probationary employees shall be laid off first and then starting with those with the least seniority.
 - b) When an employee is laid off under this section and jobs have reopened, the employees shall be called back on a seniority basis.
 - c) When employees are to be recalled by the Board, they shall be notified by registered mail to their last place of residence known to the Board. If they fail to report within seven (7) days after the mailing of such notice, the Board shall be under no obligation to re-employ them.
 - d) A seniority list of all employees covered by this Agreement shall be posted in January and June each year. This list will show names, positions, and dates of last entry into the service in positions covered by this Agreement. Copies of the seniority list will be posted on all bulletin boards and one copy will be supplied to the Union.
 - e) Protests in regard to seniority standing must be submitted in writing to the Board Superintendent within thirty (30) days from the date the seniority list is posted. When proof of error is presented by the employee or his representative, such error **will** be corrected and when ~~so~~ corrected, the agreed upon seniority date shall be final. No change in the seniority status of an employee shall be made unless concurred to by the Union,

13.03 Advance Notice of Lay-off

Unless legislation is more favourable to the employees, the Employer shall notify full-time employees who are to be laid off, fifteen (15) working days prior to the effective date of lay-off and for part-time employees, nine (9) working days prior to the effective date of lay-off where a part-time employee is working twenty-four (24) hours per week or less. If the employee has not had the opportunity to work the days as provided in this Article, he shall be paid for the days for which work was not made available.

ARTICLE 14 – PROBATIONARY EMPLOYEES

- 14.01** Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. Newly hired part-time employees shall be considered on a probationary basis for a period of fifty (50) working days from the date of hiring. During this probationary period, employees shall be entitled to all rights and privileges of this Agreement except with respect

to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as the basis of termination. After completion of the probationary period, seniority shall be effective from the original date of employment.

If an employee is terminated and rehired within twelve months, the initial period of employment shall count as probationary service upon rehire.

- 14.02** With the written consent of the Home, the probationary employee and the Local Union President or designate, such probationary period may be extended. Any extensions agreed to will be in writing, will specify the length of the extension which, in any event will not exceed a further three (3) months for full-time employees or a further fifty (50) working days for part-time employees.

ARTICLE 15 –JOB POSTING

- 15.01** When a vacancy is confirmed or a new position is created in the bargaining unit by the Board, it shall be posted within forty-eight (48) hours thereafter on all bulletin boards for a minimum of one week in order that all members will know about the position and be able to make written application therefore. Confirmed vacancies, which arise due to retirement will normally be posted two (2) months prior to the anticipated date of any vacancy, provided the Home is in receipt of sufficient written notice of retirement from the retiree. Where insufficient notice is received from the retiree or in cases where the Home deems it necessary to confirm that a vacancy exists, a confirmed vacancy will be posted within forty-eight (48) hours of receipt of notice from the retiree or confirmation of the vacancy, whichever is later.

- 15.02** Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range. Those qualifications may not be established in an arbitrary or discriminatory manner.

- 15.03** In filling any vacancies or new jobs, part-time employees shall be given first opportunity before non-employees are considered.

- 15.04** No outside advertisement for additional employees shall be made until present employees have had a full opportunity to apply.

- 15.05** Both parties recognize:

- (1) The principle of promotions within the service of the Board.
- (2) That job opportunity should increase in proportion to length of service.

- 15.06** Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the required

qualifications. The Home shall normally notify the successful candidate within five (5) working days following the end of the posting or following the conclusion of any necessary interviews.

- 15.07** The successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of two months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his former position without loss of seniority and wage or salary.

If an employee returns to his or her former position during the trial period, there shall be no obligation to re-post the original vacancy if it can be filled by any of the remaining original applicants, according to the provisions of this Article.

- 15.08** In cases of promotion requiring higher qualification or certification, the Board shall give consideration to the senior employee who does not possess the required qualifications, but is preparing for qualification prior to filling of a vacancy. Such employee will be given an opportunity to qualify within a reasonable length of time and to revert to his former position if the required qualifications are not met within such time.

ARTICLE 16 – HOURS OF WORK

- 16.01 a)** The regular workweek shall be forty (40) hours per week. Employees shall be granted two (2) consecutive days off each week. The normal daily hours of work, inclusive of a 30-minute lunch period shall be eight (8) hours per day. Full-time employees in the Nursing Department are not required to work more than two (2) rotations.
- b) All shifts shall be worked in a period not to exceed eight (8) consecutive hours.
- c) It is understood and agreed that the Home is a 24-hour-per-day, seven (7) days a week continuous operation and services must be maintained on a rotation basis.
- d) Employees will not be required to work more than seven (7) consecutive days before receiving days off. Full-time employees will be given two (2) weekends off in four (4). Part-time employees will be given one (1) weekend off in three (3).
- e) The hours and days of work of each employee shall be posted in an appropriate place at least four (4) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee. An

employee shall be advised of a change of scheduled shift at least 24 hours in advance of the change. Copies of all shift schedules shall be given to the Union at the beginning and at the end of the schedule.

16.02 Rest Breaks

Employees shall be entitled to two (2) fifteen-minute (15) rest breaks, one in the first half and one in the second half of a shift.

16.03 All part-time employees are to have rest days after forty (40) hours of work.

16.04 Employees shall be allowed the trading of days off or of a shift with another employee of their own classification, subject to the approval of the immediate Supervisor. Such mutual exchange shall be given in writing and shall not require the Board to pay overtime rates of pay.

16.05 A part-time employee is a person who is employed by the Board on a regular basis for not more than 32 hours per week. Part-time employees may work more than 32 hours per week on a temporary basis to cover absences due to illness, vacation, and 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. Where it is known that such assignments will exceed a continuous period of four (4) weeks or more, the posting provisions will apply; however, only part-time employees may be considered under the job posting provisions as they apply to this Article.

It is agreed that part-time hours will be scheduled on a seniority basis up to 32 hours per week providing the employee is qualified and willing to do the work. Where additional shift or additional hours become available beyond those referred to above, they shall be distributed by the appropriate supervisor on a seniority basis amongst those part-time employees normally performing the work.

With respect to additional shifts or additional hours, the following procedures shall be applied to the administration of this clause:

a) The most senior employee normally performing the work will be given first opportunity to accept the work. If he/she declines, or is not available, the **employee shall be considered as having** worked for purposes of distribution of additional shifts/hours.

b) The available shifts/hours will then be offered to the next most senior employee normally performing the work. This process will continue with the available work being offered to employees in order of seniority until the shifts/hours are filled.

Part time employees working less than eight (8) hours per day, and who are required to work longer than the regular working days shall be paid at the rate of straight time for the hours so worked, up to and including eight (8) hours in the working day. Regular overtime rates shall apply after eight (8) hours in the

working day and for all work performed on holidays and regular days off. Part-time employees shall receive the wage rates, conditions of employment, and prerequisites specified in this Agreement on a pro-rata basis according to the hours of work.

ARTICLE 17 – PREMIUM PAYMENT

17.01 Call Back Pay Guarantee

An employee who is called back to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

17.02 Standby

An employee who is required to remain available for duty on standby outside his regularly scheduled working hours shall receive standby pay in the amount of \$2.10 per hour for the period of standby scheduled by the Board. Standby pay shall however cease where the employee is called in to work under normal circumstances.

17.03 Shift Premium

A shift premium of forty-five cents (45¢) per hour shall apply to all shifts in which the majority of hours are worked between 1600 and 0800 hours. Employees who work day shift on Saturdays and Sundays will be given a forty-five cents (45¢) per hour weekend premium.

Increase to 60¢ per hour on January 1, 2002

Increase to 65¢ per hour on January 1, 2003

17.04 Relieving in Others Grades.

a) When an employee relieves in a position of higher rating, except as Department Head, he shall receive the rate for the position he is relieving for the full period he is so employed. When an employee is designated by the Administrator to relieve in a position of higher rating as Department Head for a period of one (1) full shift or more, such employee shall be entitled to an additional fifteen (15%) percent over and above his regular rate of pay for the full period so employed. When an employee relieves a Department Head for sixty (60) continuous working days, such employee shall be entitled to receive the full salary of the Department Head he is relieving.

b) When an employee is detailed to relieve in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

17.05 Long Service Pay

In recognition of the principle that the long service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to long service pay in accordance with the following table:

In the calendar year of the 5 th anniversary	\$80.00
In the calendar year of the 10 th anniversary	\$150.00

In the calendar year of the 15 th anniversary	\$220.00
In the calendar year of the 20 th anniversary	\$290.00
In the calendar year of the 25 th anniversary	\$360.00
In the calendar year of the 30 th anniversary	\$430.00

This long service pay shall be due on November 30 of each year. On severance or retirement, an employee shall be entitled to long service pay calculated on a pro-rata basis from December 31 to the date of departure, In case of death, long service pay shall be paid to the employee's beneficiary.

- 17.06** The Board agrees to pay two dollars (\$2.00) to each full-time employee every two weeks who may be required to wear a uniform
- 17.07** The Board shall reimburse employees who use their own vehicles to travel on the job at the rate of thirty cents (30¢) per kilometre. This allowance shall not apply for the travel from the employee's home to the first call each day, The Board shall reimburse such employees for the difference in cost paid by the employee between auto insurance for commercial use and regular use. Employees shall provide the appropriate documentation to the Board prior to being reimbursed.

17.08 Part-time Employees

In lieu of employee benefit referred to as sick leave, statutory holidays, group insurance, medical and hospital insurance including drug plan coverage, the employees referred to above shall be paid bi-weekly the amount represented by thirteen percent (13%) of their gross bi-weekly pay.

ARTICLE 18 – OVERTIME

- 18.01** (a) All hours worked in excess of eight (8) hours per day shall be paid for at the rate of one and one-half (1½) times the employee's hourly rate.
- b) All hours worked on a paid holiday or on a Sunday for those employees who work from Monday to Friday day shifts shall be paid for at the rate of one and one-half (1½) times the employee's hourly rate, plus a normal day's pay.
- c) When an employee is designated to work on his regular scheduled day off, all hours worked shall be paid for at the rate of one and one half (1½) times the employee's hourly rate.
- d) The Board agrees to distribute available overtime hours to senior qualified part-time employees in order to make up their forty (40) hours of work per week. Thereafter, overtime shall be distributed on a seniority basis among employees who normally perform such work.
- e) Overtime premiums shall not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided, nor shall the same hours worked be counted as part of the normal workweek, and also as hours for which the overtime premium is paid.

ARTICLE 19 – ANNUAL VACATIONS, STATUTORY HOLIDAYS AND APPROVED LEAVE OF ABSENCE DURING VACATION

19.01 All employees covered by this Agreement shall be entitled to the following annual vacations with pay:

- After 1 year of service.....two (2) weeks
- After 3 years of service.....three (3) weeks
- After 7 years of service.....four (4) weeks
- After 12 years of service.....five (5) weeks
- After 20 years of service.....six (6) weeks

Should a paid holiday fall during an employee’s vacation period, then said employee shall be entitled to an extra day’s vacation.

During an unpaid absence exceeding thirty (30) continuous calendar days, vacation pay shall be calculated on a pro-rata basis for those employees on a leave without pay that is longer than thirty (30) continuous calendar days.

19.02 Time of Vacation,

It is understood and agreed that the Board will give preference of time at which employees wish to take their vacation every consideration, but of necessity, the Board must reserve the final decision as to the scheduling of vacations. The Board shall not unreasonably refuse an employee’s request for preferred scheduling of vacation time. Vacations shall be taken from January 1 to December 31 and that more than one employee will be allowed to take vacations at a time, For the purpose of scheduling vacation within the Nursing Department, seniority will be within the section the employee is assigned on a full-time basis.

19.03 All employees shall be allowed to take their total vacation at one time or on an intermittent basis. An employee with less than twelve (12) months of service who leaves the employ of the Board shall be paid four (4%) percent of his earnings.

19.04 Part-time employees shall be paid their vacation pay twice during the calendar year, June 30 and December 31.

19.05 When an employee books one or more weeks of vacation, the employee shall be scheduled off either the weekend immediately prior or the weekend immediately after the vacation period.

19.06 An employee’s vacation entitlement shall be made available on a monthly basis on request.

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 The following paid holidays shall be observed during the life of this Agreement for all employees covered by this Agreement:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Sunday	Remembrance Day
Canada Day	Christmas Day
Civic Holiday	Boxing Day
Victoria Day	

To qualify for statutory holiday benefits, employees must work their regularly scheduled shift preceding and immediately following the statutory holiday unless an excuse satisfactory to the Employer is given for his absence.

Applicable to full-time employees. Full-time employees shall receive a normal 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 this Agreement.

A full-time employee who is scheduled or required to work on a paid holiday shall be paid the rate of time and one-half plus another day off with pay, in lieu of the holiday pay, at a time designated by the employee, within a period of 90 calendar days from the date of the holiday or pay at the rate of time and one-half, plus holiday pay equal to one day's pay, at the employee's option. Full-time employees in each department, or unit, on the basis of seniority shall have the option of taking a holiday at either the Christmas or New Year's period, it being understood that such time off may be subject to the Home's operational requirements.

If a part-time employee is scheduled or is required to work on any of the paid holidays, such employee shall be paid at the rate of time and one-half (1½) his regular straight time hourly rate for all hours worked on such holiday.

Applicable to all employees. Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a paid holiday, such employee shall receive pay at the rate of two (2) times his regular straight time hourly rate for each hour of such authorized overtime.

ARTICLE 21- LEAVE OF ABSENCE

21.01 Pregnancy & Parental Leave

- a) Pregnancy and parental leaves shall be considered as rights. No employee shall be laid off or otherwise adversely affected in employment because of pregnancy, or the taking of pregnancy leave or parental leave.

b) Upon at least **two** (2) weeks' notice, pregnancy and parental leaves of absence shall be granted. These leaves shall be without pay; however, the employee shall continue to accumulate seniority. Except as modified by the Employment Standards Act, the duration of pregnancy and parental leaves shall be to a maximum of six (6) months

c) An employee shall provide no less than four (**4**) weeks' notice of the day the pregnancy or parental leave ends. Upon return from pregnancy or parental leave, the employee shall be reinstated to the position most recently held with the Employer, if it still exists. If the former position no longer exists, the employee shall be placed in a position of equal rank at the same rate of pay.

d) During the employee's pregnancy leave or parental leave, the Board shall continue to make the Employer's contributions to all plans outlined in Article 22 - Hospitalization *and* Medical Benefits, unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.

21.02 Bereavement leave

An employee shall be granted three (3) regularly scheduled consecutive work days' leave without loss of salary or wages in conjunction with the death of a parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchildren, stepmother, stepfather or any second degree relative who has been residing in the same household.

21.03 Jury Duty

The Board shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Board shall pay such an employee the difference between his normal earnings and the payment he receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

21.04 Education leave

An employee shall be entitled to leave of absence without loss of earnings from regularly **scheduled** working hours for the purpose of writing any examinations in which employees are enrolled to upgrade their qualifications if required by the Home. When an employee is required by the Home to attend courses (other than those offered by the Home) the Home shall pay the full pre-approved cost of the course.

21.05 Union leave

When a leave of absence is requested in order for the employee to work on union affairs, he shall not lose his seniority or occupational classification as at the date of commencement of such leave of absence.

21.06 Approved Leave of Absence during Vacation

Where an employee qualifies for sick leave or any other approved leave under the Collective Agreement during his vacation, there shall be no deduction from vacation credits for such period of leave. The period of vacation so displaced shall be either added to the vacation or reinstated for use at a later date at the option of the employee.

21.07 In all other cases, the employee granted such leave shall not lose his seniority or occupational classification on condition that such leave is granted by written permission from the Board that is for a limited and specified time.

21.08 Sick leave (Full-time Employees)

a) All employees shall be credited with one and one-half (1½) days' sick leave for each full month of service. Said credits to be on a cumulative basis and may be drawn on by the employee only in the event of illness or upon leaving the employment of the Board after five (5) years service.

b) Regular vacations and statutory holidays shall be classed as worked for this purpose.

c) A certificate from a medical practitioner shall be submitted for all claims in excess of two (2) days. The Board reserves the right to require such certificate for absence of shorter periods if deemed necessary. The Employer shall assume all costs, if any, of such certificate.

d) Credits shall be accumulated at the attained rate at the time credits are taken to a maximum of two hundred and fifty (250) days.

e) Upon leaving the employ of the Board after five years' service, 50% of unused credits will be paid in cash up to a maximum of six (6) months' salary.

f) There shall be no credits for prior service, but such service shall be counted when determining eligibility for cash credits from the date of January 1964.

g) In the event of discharge for good cause, accumulated credits shall be **forfeited, but** every employee shall have the right of appeal to the Board and may be reinstated or given the opportunity to resign at the Board's discretion.

h) The primary purpose of sick leave credits is to provide a measure of financial assistance in the event of real illness whilst in the employ of the Board. The terms upon which they are given are so designated as to encourage employees to build up substantial credits so that they will be available in time of need.

i) An employee's accumulated sick leave credits shall be made available on a monthly basis, upon request.

j) If the sick leave provisions of this Agreement qualify for an Employment Insurance premium reduction, the employee's share of the premium reduction will be remitted to each employee, and the Employer shall be entitled to retain the Employer portion.

k) The parties agree to appoint a committee made up of equal representation to study the possibility of implementing a long-term disability plan. The committee will attempt to make recommendation to the Negotiating Committee prior to the next round of bargaining.

21.09 Part-Time Sick leave Accumulation

Part-time employees with an accumulated sick leave bank may have this bank paid out at 50% or have it remain intact for their use until it is depleted.

ARTICLE 22 – HEALTH & WELFARE

22.01 a) The Employer will pay 100% of the total employee costs for Ontario Hospital Insurance Commission. Effective January 1, 1990, the Employer will pay 100% of the premium cost of group life insurance to a maximum of \$25,000 for each employee. The Employer agrees to contribute 100% of the total employee costs for:

b) Liberty Health Dental Care Plan⁷ plus Rider 1 and 2 – current Ontario Dental Association Schedule of Fees. Routine recalls for persons over twelve (12) years of age are limited to one (1) per year.

c) Liberty Health Extended Health Care coverage with 35¢ deductible drug plan.

d) Drug Formulary #3 covering only those drugs which legally require a prescription plus life sustaining over the counter drugs. Generic substitution of drugs shall apply unless otherwise prescribed by the attending physician/health care professional.

e) Vision Care Plan shall provide \$175/24 months to each employee and their **dependants**.

f) Hearing – Maximum \$300 lifetime.

The Employer's contribution to the above plans shall cease when employees are:

1) On lay-off of greater than one (1) month;

2) On granted personal leave of absence in excess of thirty (30) days; on maternity leave and parental leave in excess of government legislation.

- 3) Absent in excess of one (1) year for illness or disability;
- 4) Absent in excess of two (2) years for work related injury. Thereafter, the employee may pay the full premiums through the Employer

22.02 Change of Carrier

It is understood that the parties may at any time substitute another carrier for any plan (other than O.H.I.P.) provided the benefits are not in total decreased. The plans outlined in Article 22 shall not be changed without the agreement of the Union. The plans as outlined in Article 22 shall form part of the Agreement.

22.03 Pension Plans

Effective September 1, 1984, in addition to the Canada Pension Plan, all full-time and part-time employees shall be enrolled in the Ontario Municipal Employees Retirement System (O.M.E.R.S.). The employees and the Employer shall make contributions as required by O.M.E.R.S.

22.04 Where a full-time employee has at least thirty (30) years of continuous service with the Home and has not reached age 65 but is in receipt of retirement pension plan benefits through OMERS, the Home will provide equivalent coverage on the same basis as is provided to active employees for semi-private, extended health care and dental benefits. The retired employee will be responsible for the full cost of the billed premiums of these benefit plans and shall submit payment in a manner acceptable to the Home.

22.05 Part-time Employees

The part-time employees will have the option of purchasing equivalent coverage on the same basis as is provided to full-time employees for O.H.I.P., semi-private, extended health care life and dental benefits. The part-time employees will be responsible for the full costs of the billed premium of these benefit plans and shall submit payment in a manner acceptable to the Home.

ARTICLE 23 – MISCELLANEOUS

23.01 Bulletin Board

The Board shall provide space on designated bulletin boards upon which the Union shall have the right to post notice of meetings and such other notices as may be of interest to the employees, provided such notices deal with union affairs and have the approval of the Administrator or his designate before posting.

23.02 Accumulated Credits

Information relating to an employee's vacation, holidays and sick credits will be provided on a quarterly basis.

23.03 Pay Days

It is agreed and understood by the parties hereto that paydays for the duration of this Agreement shall be every second Friday. The Employer will start depositing the employee's pay in his or her bank account.

23.04 Tools & Equipment

The Employer shall supply the maintenance employees with tools and equipment it deems necessary to the employees to perform their work. Replacement of tools worn, broken or lost will be at the discretion of the Board.

ARTICLE 24 – SAFETY PROVISIONS

24.01 It is mutually agreed that both parties will cooperate to the fullest extent in the prevention of accidents and in the promotion of safety and health. The Board will make all reasonable provisions for the safety and protection of the health of the employees.

24.02 The Home and the Union agree, the Home may implement modified/rehabilitating work programs in order to assist employees returning to work following illness or injury. To facilitate these programs, it is understood and agreed that provisions of the Collective Agreement may, where agreed be varied. The specific terms of the program will be signed by the Home and the Union.

[REDACTED]

25.01 [REDACTED] unless either party gives to the other party a written notice of termination or of a desire to amend this Agreement, then it shall continue in effect for further year without change and so on from year to year thereafter.

25.02 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 the Agreement or any anniversary date of such expiration date.

25.03 If notice of amendments or terminations is given by either party, the other party agrees to meet for the purpose of negotiations within thirty (30) days of the giving of such notice, if requested to do so.

SCHEDULE "A"
TO
COLLECTIVE AGREEMENT

The Board of Management of the
West Nipissing Home for the Aged

and

Canadian Union of Public Employees
and its Local 896, C.L.C.

CLASSIFICATIONS AND WAGES RATES

	2000	2001 2%	2002 2.5%	P.P.#1	2003 2.5%	Ratif.	2004 2.5%	2005 3%
Adjuvant	15.91	16.23	16.64		17.06		17.49	18.01
Adjuvant/ Certificate	16.21	16.53	16.94		17.36		17.79	18.31
Cook	15.60	15.91	16.31		16.72		17.14	17.65
Craft & Activities	14.63	14.92	15.29		15.67		16.06	16.54
Domestic Help	14.35	14.64	15.01		15.39		15.77	16.24
General Help	14.35	14.64	15.01		15.39		15.77	16.24
HCA	14.31	14.60	14.97		15.34		15.72	16.19
HCA with Certificate	14.61	14.90	15.27		15.64		16.02	16.49
Kitchen Help	14.35	14.64	15.01		15.39		15.77	16.24
Laundry Help	14.35	14.64	15.01		15.39		15.77	16.24
R.P.N.	16.46	16.79	17.21	18.21	18.67	19.67	20.16	20.76
Semi-Skilled Maintenance	14.35	14.64	15.01		15.39		15.77	16.24
Skilled Maintenance	16.46	16.79	17.21	18.21	18.67	19.67	20.16	20.76

NOTE: It is understood that upon six (6) months training, Orderlies and Nurse's Aides are to proceed to the rate of trained Orderly and trained Nurse's Aide.

HEALTH CARE COURSE: Any employee in the classification of Nurse's Aide, Orderly, Bus Driver or Respite Care Worker who has documented proof of graduating from a recognized Health Care course will receive 30¢ per hour in addition to the appropriate classification rate.

Any employee working in the Adjuvant classification who has completed the Adjuvant course recognized by the Board will be paid 30¢ per hour above their job classification rate upon providing such proof.

GRADUATE R.P.N.: Graduate R.P.N. nurses shall be paid the rate of R.P.N. once proof of registration with the College of Nurses has been presented to the Board.

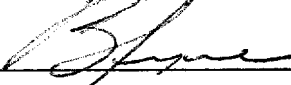
RETROACTIVE PAY:

The wage increases of January 1, 2001, 2002 and 2003 shall be fully retroactive for all employees and those former employees who have since left the employ of the Home. Former employees shall be notified of their entitlement by the Employer and shall then have thirty (30) days from the date of notification to claim such adjustment. Retroactive payments to employees presently employed shall be made no later than thirty (30) days from the execution of this Agreement. Failure to do so will result in the payment of interest from that date. Employees shall be paid by separate cheque.

In addition to the general wage increases, the classification of RPN and Skilled Maintenance will receive an adjustment of \$1.00 per hour effective pay period 1 of 2003, and an additional \$1.00 per hour effective on date of ratification.

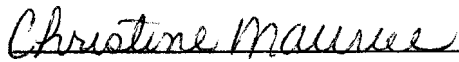
SIGNED at Sturgeon Falls, Ontario, this 7th day of May, 2004.

THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED





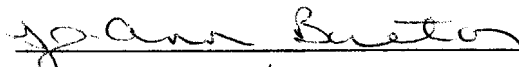
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.I.C.


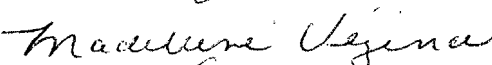



President

Recording Secretary

National Representative



**LETTER OF UNDERSTANDING
TO
COLLECTIVE AGREEMENT**

The Board of Management of the
West Nipissing Home for the Aged

and


Canadian Union of Public Employees
and its Local 896, C.L.C.

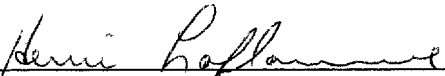
- 1) Management agrees to provide full-time employees working at reduced hours (56, 64 or 72 hours) the opportunity to make up available hours to bring them up to 80 hours, provided that there is no overtime cost to the Employer. Hours must be available within their department, and will be made available to full-time employees before part-time.
- 2) Full-time employees who do not wish to restore hours, but continue to work reduced hours must advise management in writing. If an employee opting for reduced hours is replaced through the posting procedure (either permanently or temporarily), the employee replacing will have the opportunity to topping up to 80 hours if he/she so desires.
- 3) If an employee on reduced hours is scheduled a four (4) hour shift and an eight (8) hour shift becomes available, the full-time will be given the eight (8) hour shift, and the four (4) hour shift will be assigned to a junior full-time or part-time, as provided in this settlement.
- 4) The Union is agreeable to the Employer giving out short change shifts, provided that there is no conflict with the Collective Agreement provisions.
- 5) Part-time staff will be scheduled up to thirty-two (32) hours per week on a seniority **basis**. Hours above thirty-two (32) also will be assigned on a seniority **basis**. **Hours** may only be claimed within the department, as currently defined.
- 6) The granting of thirty-two (32) hours under this provision does not constitute a transfer to a full-time position. Permanent full-time status will be obtained through the job posting provision.
- 7) When scheduling part-time shifts, the senior part-time will have preference for eight (8) hour shifts over reduced shifts.

- 8) Employees who do not choose to accept make-up shifts (see #1) will receive vacation pay based on normal bi-weekly earnings, i.e. work 64 hours bi-weekly, receive 2 weeks vacation 64 hours pay, 3 weeks – 96 hours, etc.
- 9) Prior to filing a grievance arising from these provisions, the parties will schedule a Union-Management meeting as soon as possible to attempt to address the issue.
- 10) When the employee currently working the split shift in the kitchen posts out of the position, the hours will revert to the part-time unit.


SIGNED at Sturgeon Falls, Ontario, this 7th day of May, 2004.

THE BOARD OF MANAGEMENT
OF WEST NIPISSING HOME FOR THE AGED





CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 896, C.I.C.



President

Recording Secretary

National Representative

