

**COLLECTIVE AGREEMENT**

**between**

**CORPORATION OF THE COUNTY OF RENFREW  
(MIRAMICHI LODGE)**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 3586**

January 1, 1999 - December 31, 2000

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## **ARTICLE 1 - PREAMBLE**

- 1.01 The general purpose of this Collective Agreement is to establish mutually satisfactory employment relations between the Employer and the Union covered by this Agreement. It provides the means for prompt settlement of grievances and for final settlement of disputes which may relate to salaries, hours of work and other conditions of employment.
- 1.02 This Collective Working Agreement applies to Full-Time, Part-Time and Student employees within classifications under the scope of the Agreement. In some instances a clause that applies to a Full-Time employee will not apply to a Part-Time or to a Student employee and vice versa. Throughout this Agreement, clauses that apply specifically to Full-Time, Part-Time or Student employees are noted as "F/T", "P/T" or "S". Those clauses that are not specifically designated as Full-Time, Part-Time or Student will apply to all.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.01 The Union recognizes that the Employer has all the regular and customary rights of management except insofar as such rights are modified or limited by this Agreement. The question of whether one of these rights is modified or limited by this Agreement may be decided through the grievance and arbitration procedure.
- 2.02 The Union agrees that the regular and customary rights of Management generally include the right:
- (a) to maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules shall be posted by the Employer on the bulletin board of each department and a copy sent to the Union);
  - (b) to hire, discharge, direct, transfer, classify, promote, demote, suspend or discipline its employees, and increase or decrease the working force;
  - (c) to determine schedules, shifts, hours, the contents of jobs, requirements, and to assign work to employees.
- 2.03 A claim by the Union of unjust rules or regulations, discrimination, discharge, suspension or discipline may be the subject of a grievance under this Agreement.

### ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3586, as the sole and exclusive collective bargaining agent of all employees of the County of Renfrew c.o.b. Miramichi Lodge at Pembroke, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, technical personnel, office staff, supervisors and persons above the rank of supervisor.

3.02 Employees whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for the purposes of instruction, or in emergencies, or when bargaining unit employees are not available, and further provided that the performing of the aforementioned operations, in itself, does not cause the lay-off of any employee in the bargaining unit.

#### 3.03 **No Other Agreement**

No employee shall be required or permitted to make a written agreement with the Employer or the Employer's representative which conflicts with the terms of this Collective Agreement.

#### 3.04 **Definition of Employee**

(F/T) (a) A full-time employee shall be defined as an employee who works forty (40) hours per week on an ongoing basis.

(P/T) (b) A part-time employee shall be defined as an employee who is regularly scheduled for fifty-six (56) hours or less in a pay period and who works in accordance with a schedule pre-determined by management, and who is subject to call-in for relief, or for replacement of an employee absent from work due to an approved leave of absence.

(S) (c) A student shall be defined as an employee who attends school and who works during the months of May to August, inclusive. It is agreed that students shall only be called in or scheduled after the part-time availability is exhausted.

(d) ***Summer relief may be hired by the employer from May1 - September 30. When term is completed these employees have no recall rights. It is understood that should these employees be hired within one year of the term expiring they shall be credited for service/seniority worked.***

3.05

(S) Students are excluded from the application of Article 13 (Seniority), 14 (Job Vacancies, Transfers and Promotions), 15 (Lay-offs and Recalls), 21 (Short and Long Term Disability), 22 (Leave of Absence), 23 (Benefits and Allowances).

#### **ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer and the Union, its servants and agents, agree that there shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, discipline, discharge, or otherwise by any reason prohibited by the Human Rights Code.

*Every person who has a right to equal treatment in the workplace. Every person who is an employee has a right to freedom from harassment and/or*

*All Grievances filed under harassment and/or discrimination shall follow the procedure of the collective agreement.*

#### **ARTICLE 5 - UNION DUES**

5.01 All employees of the bargaining unit, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-law of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

#### **ARTICLE 6 - CHECK-OFF OF UNION DUES**

##### **6.01 Check-Off Payments**

The Employer shall deduct from every employee any monthly dues levied

in accordance with the Union constitution and/or by-laws and owing by him to the Union.

- 6.02
- (a) Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union, 21 Florence Street, Ottawa, Ontario K2P 0W6, not later than the next payroll period, accompanied by two (2) copies of a list of the names and wages of employees from whose wages the deductions have been made.
  - (b) The Employer shall provide each employee with a statement of income and deductions for income tax purposes (T4 Supplementary), which shall include the deductions for union dues.

## ARTICLE 7 - NEW EMPLOYEE FAMILIARIZATION

### 7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the requirement set out in the Article dealing with Union dues.

### 7.02 Induction of New Employees

- (a) On commencing employment, within the first five (5) shifts, the employee's immediate supervisor shall introduce the new employee to his Union steward, or representative, who shall be allotted twenty (20) minutes to acquaint the new employee with the Collective Agreement.
- (b) During the induction period referred to in 7.02 (a) the new employee may be asked to sign their Union membership card.

### 7.03 Copies of Agreement

The Union and the Employer desire all employees to be familiar with the provisions of the Agreement and their rights and obligations under it. For this reason, it is agreed that a sufficient number of copies will be printed to allow each employee and management representative to have his/her own copy. The cost of printing the Agreement shall alternate between the Employer and the Union.

## ARTICLE 8 - CORRESPONDENCE

- 8.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Administrator of the Home and the **President** of the Union or their designates.

## ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS

### 9.01 Representation

The Union shall notify the Employer in writing of the names of the Union's Officers, Stewards and Committee Members who are chosen in accordance with this Agreement and they shall thereupon be recognized by the Employer as the representatives of the Union. Similarly, the Employer will supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business. The Union shall have the right to appoint or elect up to a total of six (6) stewards. Where possible, there shall not be more than one steward from any one department or nursing unit.

9.02 **Bargaining Committee**

- (a) A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union will advise the Employer of the Union Nominees to the Committee (an alternate shall be permitted to replace an absent Bargaining Committee Member).
- (b) An Employer Bargaining Committee shall be appointed and consist of not more than four (4) representatives of the Employer. The Employer will advise the Union of the Employer nominees to the Committee.

9.03 **Labour/Management Committee**

A Labour/Management Committee consisting of not more than three (3) members of the Union and three (3) management representatives shall be recognized. Where possible, the Union representatives shall be appointed from different departments. The Union will advise the Employer of the Union representatives on the Committee and the Employer shall advise the Union of the Employer representatives on the Committee.

9.04 **Representatives of Canadian Union**

- (a) The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when meeting with the Employer.
- (b) If access to the Employer's premises is required by representatives of CUPE for purposes of meetings other than with the Employer, the prior approval of the Employer must be obtained.

9.05 In the event that either party wishes to call a meeting not specifically concerning the Labour/Management Committee, Collective Bargaining Committee or the grievance procedures, the agenda, time of meeting and participants shall be mutually agreed upon. Attendance at such meetings shall be without loss of pay.

9.06 **Time off for Committee Meetings**

A} Any representative of the Collective Bargaining Committee or Labour/Management Committee shall have the right to attend Collective Bargaining Meetings or Labour/Management Meetings held with Management within working hours. Such leave shall be without loss of pay up to and including arbitration concerning renewal of this Agreement.

B} Any representative of the bargaining committee scheduled to work a night {23:00pm to 07:00am} prior to, or an evening {15:00pm to 23:00pm} on the day of negotiations, up to but not including arbitration shall be



replaced and deemed to be working the day shift. The representative scheduled on the night shift on the day of negotiations will be rescheduled at a mutually agreeable time, no later than the next pay period.

9.07 **Cancelled Meetings**

If a meeting is cancelled by the Union less than three (3) full days prior to the day of the scheduled meeting, the Union shall assume responsibility for lost time pay on behalf of any Union Member, unless in the opinion of the Department Head rescheduling is possible.

If a meeting is cancelled by the Employer less than three (3) full days prior to the day of the scheduled meeting, the Employer agrees to reschedule employees who would normally have worked that day. Otherwise such employees shall be compensated for lost time at their regular rate of pay. Employees shall be rescheduled if a meeting is cancelled prior to three (3) days before the scheduled meeting. Scheduled changes as a result of meeting cancellations shall not be subject to the provisions of Clause 16.02.

**ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 (a) A grievance shall be considered as a difference between the parties in the interpretation, application or administration of this Agreement.
- (b) It is understood that an employee has no grievance until the matter has been referred to the employee's immediate supervisor and an opportunity given to adjust the complaint.
- (c) All grievances must be in writing with a sentence explaining the violation of the Collective Agreement noting the clause(s) violated and the redress sought.
- (d) Nothing within the grievance definition or procedure shall prevent an employee from discussing his/her concern or complaint with his/her Supervisor or Department Head.

10.02 **Settling of Grievances**

An earnest effort shall be made to process and settle grievances fairly and promptly in the following manner:

**Step 1**

The aggrieved employee(s) shall submit the grievance to his/her Steward.

## **Step 2**

If the Steward considers the grievance to be justified, the employee(s) concerned, together with the Steward, shall first seek to settle the dispute with the employee's Department Head or designate by presenting a written statement of the grievance within fourteen (14) days of the date the circumstances giving rise to the grievance occurred. The Department Head or designate will give his/her written decision to the Steward within six (6) days of receipt of the grievance.

## **Step 3**

Failing settlement of the grievance at Step 2, the grievance may be submitted within twelve (12) days of the response at Step 2 to the Administrator of Miramichi Lodge, at the same time advising what redress is sought. If requested by either party, the Administrator or his/her designate, together with appropriate management representatives, shall meet with the grievor and the union Grievance Committee within nine (9) days of receipt of the grievance. He/she shall give a written reply within nine (9) days of the meeting if one is convened or, if one is not convened, within nine (9) days of receipt of the grievance.

## **Step 4**

Failing settlement of the grievance at Step 3, the Union may refer the matter to arbitration, providing such is done within thirty (30) days of the response at Step 4.

### **10.03 Policy Grievance**

The Union may file a grievance alleging violation, misinterpretation or non-application of any provision of this Agreement. Such a grievance will be submitted at the step three of the grievance procedure by the President of the Local or his/her designate.

### **10.04 Attendance at Grievance Hearings**

- (a) A maximum of two (2) Union representatives deemed to be the Grievance Committee, plus the grievor, will be granted leave to attend hearings at any level of the grievance procedure, including meetings convened by a Grievance Mediation Officer appointed by the Ministry of Labour. Such leave shall be without loss of pay and or benefits and or seniority.
- (b) Where a group grievance is presented, attendance at the grievance hearing will be limited to one grievor.

**10.05** The Union acknowledges that Union Officers and Stewards have regular duties to perform on behalf of the Employer and that they will not

leave their regular duties without obtaining permission from their immediate supervisor who will be advised of the general type of Union business to be performed during the requested absence. Such permission shall be granted by the Supervisor as soon as reasonably possible. Any Union Officer or Steward who is privileged by this Agreement to take up Union business in a department other than his/her own will also report to the Supervisor in charge of that department at the time. When resuming their regular duties after engaging in duties on behalf of the Union, a Union Officer or Steward will report to their Supervisor immediately upon their return. The Employer reserves the right to limit the Union Officer or Steward's absence from work.

10.06 **Facilities for Grievances**

The Employer shall provide the necessary facilities for the grievance meetings provided for in Clause 10.02 above.

10.07 **Failure to Act Within Time Limits**

If the Griever or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position on any future grievance.

10.08 Both parties to this agreement agree that any difference or grievance which has been properly carried through all steps of the grievance procedure outlined, and which has not been settled, will, at the written request of either parties, be referred to a Board of Arbitration within ten (10) working days of receipt of the reply at the final step or after Grievance Mediation.

Joint request for Grievance Mediation

*which - The union and the employer may agree to participate in Joint Mediation shall be without prejudice to either party;*

*- the parties agree the mediator shall be non-compellable in any proceedings, litigation or hearings that may be subsequent to these mediation efforts;*

*- the parties recognize and accept these proceedings are voluntary and can be concluded at any time;*

*The cost for these proceedings and the mediator shall be shared by the union and the employer.*

**ARTICLE 11 - ARBITRATION**

11.01 When a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The grievance may be referred to arbitration through the expedited process, of the Labour Relations Act as amended from time to time. Alternatively, the grievance may be referred to a board of arbitration and such notice shall contain the name of the party's appointee to an arbitration board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the arbitration board. The two (2) appointees so appointed, shall, within ten (10) days of the appointment of the second of them appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final, binding and enforceable upon the parties and upon any employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

11.02 The Arbitration Board shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of a discharge or a discipline grievance by any arrangements which it deems just and equitable.

11.03 **Expenses of the Board**

Each party shall pay:

- i. fees and expenses of the nominee it appoints,
- ii. one-half (1/2) of the fees and expenses of the Chairperson.

11.04 No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate this Agreement or settle a grievance, or a relative of such person.

11.05 **Disagreement on Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which he/she shall attempt to do within five (5) working days excluding Saturday(s), Sunday(s) and

statutory holidays.

11.06 The time limits fixed in both the grievance and arbitration procedures may be extended only by consent of both parties to this Agreement. Should any grievance not be submitted within the time limits specified, it shall be considered to have been abandoned except where the arbitrator is satisfied that there are reasonable grounds and the opposite party will not be substantially prejudiced by the extension.

11.07 **Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses. All reasonable agreements will be made to permit the conferring parties or the Arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.08 **Attendance at an Arbitration Hearing**

Leave to attend an arbitration hearing shall be granted without loss of pay, benefits and seniority to the griever, Union representatives and witnesses called by the Union. However, the Union shall reimburse the Employer for the actual costs of pay and benefits during the period of absence. The Union shall notify the Employer of the names of employees and hours to be reimbursed. It is understood that such leave shall not be deducted from the leave of absence for Union functions under Article 22.02 (a).

**ARTICLE 12 - DISCIPLINE AND DISCHARGE**

12.01 **Discharge Procedures**

An employee may be dismissed for just cause and upon the authority of the Employer. The employee and the Union shall be advised promptly and in writing by the Employer of his/her discharge or suspension.

12.02 **Unjust Suspension or Discharge**

- (a) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 - Grievance Procedure, within seven (7) days after such discharge or suspension. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.
- (b) An employee who is found to have been unjustly suspended or discharged shall be immediately reinstated in his/her former position without loss of seniority. He/she shall be compensated for all time lost in the amount equal to his/her normal earnings or by any other compensation arrangement 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.

12.03 Discharge of Probationary Employees

During the probationary period, the Employer will assess the performance, abilities and suitability of the newly hired Employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, attendance or abilities of the employee, those will be shared with the Employee. Where the Employer concludes that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitability necessary, then the employer's assessment constitutes just cause for dismissal.

After completing the probationary period, the Employee's seniority shall be effective from the original date of hire.

12.04 **Warnings and Reprimands**

Whenever the Employer deems it necessary to issue verbal or written warnings, the employee shall be advised of his right to have a representative of the union present. All warnings, verbal or otherwise, shall be given in private so as to protect the dignity of the employee. A copy of such warning shall be sent to the Union within seven (7) days.

12.05 **Disciplinary Record**

The record of an employee, as it applies to this Article, shall not be used against him/her at any time after eighteen (18) months following a suspension or disciplinary action, including letters of reprimand.

12.06 **Access to Personnel File**

An employee shall have access to his/her personnel file subject to the following:

- one day's notice or such shorter period as can be accommodated by the personnel office and not more than once per year/ **or during grievance procedure.**
- the appointment shall be made for a time outside of the employee's shift
- copies of above mentioned may be taken if not previously received by employee.

## ARTICLE 13 - SENIORITY

### 13.01 Seniority Defined

- (F/T,P/T) (a) Seniority is defined as the length of continuous service with the Employer, retroactive to the last date of hiring. An employee who has completed his probationary period, as set out in Clause 13.03 shall have his/her name placed on the seniority list with seniority effective as of the last date of hiring.
- (P/T) (b) Part-time employees' seniority shall be based on the number of hours worked. Part-time employees shall have the equivalent of one year's service for each 1840 hours worked.
- (P/T) (c) Part-time employees shall be called in rotation and in accordance with their seniority for all available hours or shifts in a pay period in their department, provided the call-in does not attract premium pay, except the shift premium.
- (F/T,P/T) (d) The principle of seniority shall operate on a bargaining unit wide basis. When an employee transfers from the part-time service to the full-time service and vice versa, his/her seniority shall carry forth to the new position.

### 13.02 Seniority List

(F/T,P/T) The Employer shall maintain a seniority list showing the **date of hire** and the total number of hours worked of each full-time and part-time employee who has completed his/her probationary period. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in January and July of each year.

### 13.03 Probation of Newly Hired Employees

- (F/T) (a) Newly hired employees shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement.
- (P/T) (b) Part-time employees shall be on probation for a period of 920 working hours, or nine (9) months from the date of hiring, whichever occurs first. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement.

### 13.04 Loss of Seniority

(F/T,P/T) An employee shall lose seniority rights in the event and be deemed terminated in the event:



- (a) He/she is discharged for just cause and is not reinstated;
- (b) He/she resigns;
- (c) He/she is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer;
- (d) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his/her current address. An employee recalled for casual work or employment of short duration not exceeding a period of two (2) weeks, at a time when he/she is employed elsewhere, shall not lose his/her recall rights for refusal to return to work. In the case the employee refuses such offer then the job can be filled for the two (2) weeks without posting;
- (e) He/she is laid off for a period of more than one (1) year;
- (f) He/she overstays a leave of absence without permission of the Employer, unless for just cause;
- (g) After any continuous unpaid leave of absence in excess of two (2) years.

**13.05 Transfers and Seniority Outside of the Bargaining Unit**

(F/T,P/T) No employee shall be transferred by the Employer to a position outside the Bargaining Unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the Unit, but will not accumulate any further seniority. Upon completion of a six (6) month period, his seniority will become null and void in the bargaining unit. If an employee returns to the bargaining unit within the six (6) month period, he shall accumulate seniority during the period of time outside the bargaining unit, he shall be placed in his former classification, provided he has seniority over the present employee. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

**ARTICLE 14 - JOB VACANCIES, TRANSFERS AND PROMOTIONS**

**14.01 Job Posting**

(F/T,P/T) When the Employer decides to fill a permanent vacancy or new position in the Bargaining Unit, notice of the position will be posted on the bulletin board for a minimum of one week so that all members will know about the position and be able to make written application therefor.

14.02 **Information on Postings**

Such notice shall contain the following information: classification title, department, full-time or part-time, shift and hours of work, duties (consistent with principal duties of job description), skills, qualifications, wage rate, date of posting, deadline for applications.

14.03 **Role of Seniority**

(F/T,P/T) Each party recognizes:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunity should increase in proportion to length of service;
- (c) management shall fill any vacant position for a temporary period not to exceed a total of three (3) weeks, pending a permanent position posting to the vacant position.

Therefore, in making staff changes, transfer, or promotions to a position which has been posted, appointment shall be made of the applicant having the required qualifications and ability, but where two or more applicants have the required qualifications and ability, the appointment shall be given to the applicant who has the greater seniority. Appointment from within the bargaining unit shall be made within three (3) weeks of posting unless a further extension is mutually agreed.

14.04 **Transfers**

(F/T,P/T) Whenever an employee voluntarily transfers to another classification that has a wage range equivalent to or lower than the current wage range, he/she shall start at the starting rate of that classification. Management will review the performance of the employee after two (2) calendar months (320 working hours for part-time) and if the employee is qualified to perform the work in the new classification and is performing satisfactorily, the employee will be placed at the same step in the wage range of the new classification to which he/she had progressed in the wage range of the previous classification.

14.05 **Union Notification**

(F/T,P/T) The Union shall be notified of all vacancies and of the name of the successful applicant if any, within 12 days of the end of the posting period.

14.06 **Limitations**

(F/T,P/T) The job posting procedure as set out in this Article will be applicable only to the Employer's original need and to the first and second vacancies created by transfers of any successful applicants. Subsequent vacancies

may be filled at the Employer's discretion either by internal transfer or promotion or by new employment.

**14.07 Trial Period**

- (F/T,P/T) (a) When a member of the Bargaining Unit is the successful applicant for a position, he/she shall be placed on trial for a period of two (2) months (320 working hours for part-time). The trial period may be extended if mutually agreed by the Employer and the Union.
- (F/T,P/T) (b) In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate and 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.

**ARTICLE 15 - LAY-OFFS AND RECALLS**

**15.01 Definition of Layoff**

- (F/T,P/T) (a) Full-time - A layoff shall be defined as a reduction in the hours of work or the work force.
- (b) Part-time - A layoff shall be defined as a reduction in the work force or a twenty-five percent (25%) reduction in the regular hours of a part-time employee for a minimum of ten (10) weeks out of twenty (20) weeks.

**15.02 Layoff Procedure**

- (F/T,P/T) In the event of a layoff, employees shall be laid off in reverse order of their seniority provided that:
- (a) An employee about to be laid off may bump an employee with less seniority in a lower or identical paying classification in the bargaining unit; and
- (b) In the event that there are no employees with lessor seniority in a lower or identical paying classification in the bargaining unit, a laid off employee shall have the right to bump another employee with lessor seniority who is the least senior employee in a higher paying classification, if the employee possesses the qualifications, and meets the normal requirements of the work to be done within 10 days of work. Bumping rights shall follow bargaining unit seniority.

- (c) Resident attendants will be grand fathered in the facility as possessing the HCA certificate for the purposes of lay-off only. In the event that the Ministry passes a regulation making the Health Care Aide {HCA} certificate mandatory, the resident attendants will no longer be considered grand fathered.

15.03 **Recall Procedure**

(F/T,P/T) Employees who are on layoff shall be recalled in order of seniority provided that they are qualified to perform the work available.

15.04 **Advance Notice of Layoff**

- (a) The Union shall be given at least eight {8} weeks notice of any reduction of permanent staff or reduction of hours worked by permanent employees of the bargaining unit.
- (b) The Employer shall notify employees who are to be laid off at least two (2) weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work his/her scheduled hours during the full two (2) weeks after notice of layoff, he/she shall be paid in lieu of work for that part of such scheduled hours during which work was not made available. Laid off employees will receive notice consistent with the provisions of the Employment Standards Act.

15.05 **No New Employees**

(F/T,P/T) No new employees will be hired until those laid off have been given the opportunity for recall in accordance with 15.03.

15.06 **Grievance on Lay-Off**

(F/T,P/T) Grievances concerning lay-offs effected in accordance with this Article shall be initiated at Step 3 of the Grievance Procedure.

15.07 In the event a lay-off notice is issued the employer agrees to meet with the  
Labour/Management committee



## ARTICLE 16 - HOURS OF WORK

### 16.01

- (F/T) (a) The normal daily hours of work for full-time employees, including the thirty (30) minutes for a meal period, shall be eight (8) hours per day. Meal times shall be allocated by management within each eight hour period.
- (P/T) (b) The scheduled hours of work for part-time employees, including the thirty (30) minutes for a meal period, shall not exceed fifty-six (56) hours per pay period, save and except for relief, or for replacement of an employee absent from work due to an approved leave of absence.
- (c) Employees working a shift of less than eight (8) hours shall receive meal and rest periods on the following basis:
- 4 hour shift - 15 minutes  
5 hour shift - 30 minutes
- (d) No scheduled shift shall be less than four hours, with the exception of the Dietary Department and Social Services where the minimum shift shall be three hours.

### 16.02

#### **Schedule (Normal Days of Work)**

- (F/T) (a) The normal days of work shall be a total of ten (10) days per pay period and any and all employees may be required to work a shift schedule. Work schedules shall consist of two consecutive weeks and shall be posted on the bulletin board two (2) weeks in advance. Should a scheduled shift be changed and the affected employee not given seven (7) days' notice, the first day of the new schedule shall be paid at the rate of time and one half (1-1/2).
- (F/T) (b) In the event that there is a sudden scheduled shift change as outlined above, the displaced employee shall be returned to their regular rotation as soon as practically possible.
- (P/T) (c) Work schedules shall consist of two consecutive weeks and shall be posted on the bulletin board two {2} weeks in advance. In the event that the Employer cancels the scheduled shift of a part-time employee, the Employer agrees to notify the employee twenty-four (24) hours prior to the start of the scheduled shift. If such notice has not been provided, the Employer may assign the employee alternate work for the shift or the employee shall be paid for the scheduled shift, to a maximum of four (4) hours or the duration of the shift, whichever is less, at one and one-half (1-1/2) times his/her regular rate of pay.

16.03 **Weekends to Allow Equality of Distribution**

For all regular workers, weekends will be planned to allow equality of distribution where possible. Days off shall be scheduled consecutively when practicable. Workers who wish weekends off shall be scheduled to allow two (2) weekends off in every five (5). For the purposes of this clause, a weekend shall be defined as the hours between 2300 hours Friday to 0700 hours the following Monday.

16.04 **Rest Periods**

There shall be a fifteen (15) minute rest period allocated twice during each eight hour work period.

16.05 **No Split Shifts**

(F/T,P/T) No full-time or part-time employee shall be required to work a split shift.

16.06 **Call-In**

- (a) Call-in is defined as being called to work an unscheduled shift.
- (b) If called in to work after a shift has clearly begun, or if not given enough call- in time to report to work before the shift starts, the employee shall be paid for the full time worked plus one-half (1/2) hour, up to a maximum of the scheduled shift.

**ARTICLE 17 - OVERTIME**

17.01 **Compensation Outside Scheduled Hours**

(F/T) (a) Authorized work performed by regular full-time employees outside the scheduled hours of work shall be considered to be overtime and shall be paid at the rate of time and one-half (1/2).

(P/T) (b) A part-time employee shall receive time and one-half (1-1/2) their regular straight time with pay for all hours worked in excess of eight (8) hours per day or forty (40) hours per week.

17.02 **Supply of Meals**

Employees required to work more than two (2) hours overtime during the hours when the kitchen is functioning will be provided with a meal.

17.03           **Sharing of Overtime**  
Overtime and call-back time shall be assigned as equitably as possible among employees who work in the affected department on a regular daily basis and who are willing and qualified to perform the available work.

17.04           **Overtime Assignment**  
  
Overtime work shall be on a voluntary basis except that when no employees are available, it is agreed that the Employer shall have the right to schedule or assign overtime work whenever necessary to meet emergencies or to ensure the efficiency of its operations. When such overtime assignments are made by the Employer, they shall be made to qualified employees with the least seniority who work in the affected department on a regular daily basis.

17.05           **Call-back Guarantee**  
  
(a)           Call-back is defined as being called back to work, after leaving the premises of the Lodge, for an unscheduled term which is not a regular shift.  
  
(F/T)       (b)           An employee who is called back to work shall be paid a minimum of three (3) hours at time and one-half (1-1/2) his/her regular hourly rate. The three (3) hour call-back guarantee shall not apply to subsequent call backs within the same three (3) hour period.  
  
(c)           Call backs shall be assigned as equitably as possible amongst the employees working in the affected department.

17.06           **No Time Off in Lieu of Payment**  
  
Overtime is to be paid at the rates agreed upon and time off is not to be given in lieu of overtime rates. This does not preclude, however, an employee requesting to take time off in lieu of overtime pay. If approved, time off shall be at the appropriate overtime rate. Such arrangements shall be by mutual agreement.

17.07           **Overtime Assignment While Employees on Layoff**  
  
Overtime shall not be assigned on a regular basis while there are employees on lay-off who are capable of performing the work available; however, casual overtime may be assigned under such circumstances.

17.08           When an employee is scheduled overtime of at least three (3) hours beyond his/her normal shift, the overtime assignment shall include a fifteen (15) minute rest period.



17.09           **Turnaround Time**

An employee required to start a new shift within **twelve (12)** hours of completing his/her previous regularly scheduled shift shall be paid at the rate of time and one-half (1-1/2) for all hours which fall within the **twelve (12)** hour turn around time. **The dietary department will be 11.5 hours turnaround time.**

***The employer agrees not to use this practice in an excessive manner.***

17.10           **Standby**

The parties agree to the following provisions related to the introduction of standby responsibilities at Miramichi Lodge:

A) Standby pay shall be defined as premium received by an employee in the Maintenance Department as a result of the employee being available on a standby basis outside of the employee's scheduled working hours.

B) Subject to operational requirements and at the discretion of the Employer, standby responsibilities may be assigned to bargaining unit employees working in the Maintenance Department.

C) During the standby period, the Employer will provide the employee with a paging device. The employee shall endeavour to report to work within thirty (30) minutes.

D) For each hour an employee is assigned standby responsibilities, he/she shall be paid two dollars (\$2.00) per hour, when not receiving call-back pay, effective on the date of the arbitration award.

E) If while on standby an employee is required to report to work, he/she shall be paid time and one-half (1-1/2) his/her regular hourly rate for all hours worked, or a minimum of three (3) hours at time and one-half (1-1/2) his/her regular hourly rate.

F) Only work performed on the premises of Miramichi Lodge shall be considered as work for pay purposes.

G) Standby assignment shall be shared as equitably as possible among bargaining unit members working in the Maintenance Department.

H) There shall be no premium beyond the normal standby pay for standby responsibilities on a statutory holiday.

I) Subject to management approval, employees who are assigned to be on standby shall be entitled to exchange assignments with another Maintenance employee. Such approval shall not be unreasonably withheld.

## ARTICLE 18 - SHIFT WORK

### 18.01 Shift Premium

(F/T,P/T) An employee shall be entitled to a shift premium for all hours worked between 1500 hours and 0700 hours provided that at least 50% of the employee's shift falls between 1500 hours and 0700 hours. The premium rate shall be \$.46 per hour. Only the hours worked between 1500 and 0700 shall be paid the shift premium.

### 18.02 No Pyramiding

(F/T,P/T) Employees who are assigned to work overtime at premium rates of pay between 1500 hours and 0700 hours shall be paid the said shift premium, but the premium overtime rate shall be calculated on the regular rate of pay not including the shift premium.

## ARTICLE 19 - PAID HOLIDAYS

### 19.01 Holidays to be Observed

(F/T,P/T) (a) The following shall be observed by the Employer as paid holidays for employees:

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

Plus any other day proclaimed hereafter by the Federal or Provincial Government shall be recognized as an additional holiday.

(F/T) (b) In addition to the holidays listed above, each full-time employee of the Bargaining Unit shall be allowed two (2) additional holidays to be known as Floating Holidays, one granted effective January 1 and one effective July 1. The date and time for taking the Floating Holidays shall be mutually agreed upon by the Employer and the employee.

Should the Federal or Provincial Government proclaim a holiday to be observed in February, one of the Floating Holidays shall be considered to be the day so proclaimed to be fixed on the same date as the proclaimed holiday.

(P/T) (c) In addition to the holidays listed in (a) above, each part-time employee shall be allowed February 1st and June 1st in lieu of the Floating Holidays enjoyed by full-time employees. Should the

Federal or Provincial

Government proclaim a holiday to be observed in February, the February 1st holiday shall be cancelled in lieu of the newly proclaimed holiday.

- (d) By September 15th of each year the Employer agrees to notify in writing each full-time employee of his/her unused paid holidays.
- (F/T,P/T) (e) It is understood that for employees whose regular shift begins at 2300 hours, the 24 hour period for a paid holiday for time keeping purposes begins at 2300 hours the day preceding the holiday to 2300 hours the day of the holiday.

**19.02 Qualification for Holiday Pay**

- (F/T) (a) In order to qualify for holiday pay, an employee must work his/her full scheduled shift immediately preceding and immediately following the holiday and must work on such holidays if scheduled to work, except where the absence is as a result of sickness or absence authorized by management. W.S.I.B. shall not be considered as an absence authorized by management.
- (P/T) (b) In order to qualify for holiday pay an employee must:
  - i. have worked a minimum of twelve (12) days during the four (4) weeks immediately preceding the day on which the holiday falls,
  - ii. have been employed by the Employer for a minimum of three (3) months,
  - iii. work his/her full scheduled shift immediately preceding and immediately following the holiday and must work on such holidays if scheduled to work, except where the absence is as a result of sickness or absence authorized by management. W.S.I.B. shall not be considered as an absence authorized by management.
- (c) An employee shall not receive holiday pay for holidays which occur during unpaid absences (including Workplace Safety Insurance and Maternity, Adoption or other Parental Leaves) or after a period of thirty (30) days leave for illness.

**19.03 Compensation for Holidays**

- (F/T) (a) Full-time employees shall be paid for the above holidays on the basis of eight (8) hours at the regular straight time hourly rate.
- (P/T) (b) Part-time employees shall be paid for the above holidays on a pro-rated basis, that is, by multiplying the average duration of shifts

over the preceding four (4) weeks by the regular straight time hourly rate.

19.04           **Compensation for Holidays Worked**

- (F/T)           (a)     A full-time employee who qualifies and works on a paid holiday shall be paid at the rate of time and one-half (1 1/2) his/her normal rate for all hours worked plus receive another day off with pay at a time agreeable to the Employer and the employee.
- (P/T)           (b)     A part-time employee who qualifies and works on a paid holiday (except days assigned as Floating Holidays) shall be paid at the rate of time and one- half (1-1/2) his/her normal rate for all hours worked and, in addition, be paid for the holiday in accordance with 19.03(b). An employee who qualifies and works on June 1st or February 1st, shall be paid at the straight time rate for all hours worked and in addition, be paid for the holiday. An employee has the option to accumulate the Floating holiday under article 19.06.
- (c)            An employee who does not qualify and who works on a paid holiday (except days assigned as floating holidays) shall be paid at the rate of time and one- half (1-1/2) his/her normal rate.

19.05           **Compensation for Holidays Falling on Scheduled Day Off**

(F/T)           If a paid holiday is observed on an employee's scheduled day off and the employee qualifies but does not work on that day, he/she shall be allowed another day off with pay in accordance with 19.03, at a time agreeable to the Employer and the employee.

19.06           An employee shall be entitled to accumulate days off in lieu {statutory holiday} and to carry forward a maximum of four (4) days off in lieu into the following year and to be paid on or about December 31st of each year the remainder of the accumulated days.

**ARTICLE 20 - ANNUAL VACATION**

20.01

- (F/T)           (a)     The following schedule shall be used to calculate vacations for full-time employees:
- (i)            During the first year of employment, employees shall be credited with vacation leave at the rate of .83 days for each full calendar month worked up to December 31st.
- (ii)           On January 1st of the vacation year during which the employee will complete one (1) full year of employment, he/she shall be credited with 15 working days of vacation leave to be earned at the rate of 1.25 days for each calendar month worked.

- (iii) On January 1st of the vacation year during which the employee will complete eight (8) years of employment, he/she shall be credited with twenty (20) working days of vacation leave to be earned at the rate of 1.67 days per calendar month worked.
- (iv) On January 1st of the vacation year during which the employee will complete seventeen (17) years of employment, he/she shall be credited with twenty- five (25) working days of vacation leave to be earned at the rate of 2.08 days per calendar month worked.
- (b) For the purpose of determining vacation entitlement, the full-time date of hire is the anniversary date. Employees who have had part-time service continuing into full- time service will have a calculated date of hire for the purpose of determining vacation entitlement.
- (c) The vacation year shall be from January 1st to December 31st.
- (d) Except where legislated otherwise, vacation shall not accrue or be eligible for payment after thirty (30) days of unpaid leave, including Workplace Safety Insurance, or after thirty (30) days' leave due to illness.

#### 20.02

(P/T)

Vacation pay for part-time employees shall be in accordance with the Employment Standards Act except that part-time employees, after one (1) year's work (1840 hours) will receive 6% vacation pay, after eight (8) years' work (14,720 hours) will receive 8% vacation pay, and after seventeen (17) years' work (31,280 hours) will receive 10% vacation pay.

#### 20.03

##### **Compensation for Holiday Falling Within Vacation Schedule**

(F/T)

If a paid holiday is observed during an employee's annual vacation period, the employee shall be allowed a lieu day off at a mutually agreeable date.

#### 20.04

##### **Calculation of Vacation Pay**

(F/T)

(a) Vacation pay shall be calculated at the rate effective immediately prior to the vacation period and employees shall receive their vacation pay prior to the beginning of their vacation period, provided that employees notify the pay office four (4) weeks before the start of the vacation period.

(P/T)

(b) Earned vacation pay for part-time employees shall be paid twice a year on or before June 15 and on or before December 15 by separate cheque.

20.05 **Vacation Pay on Termination**

- (F/T) (a) An employee who leaves full-time employment with earned vacation to his/her credit shall be paid the unused portion of his/her vacation credits. An employee who has used vacation leave credits not yet earned will be required to reimburse the Employer for the unearned portion of vacation leave.
- (P/T) (b) A part-time employee whose employment is terminated shall be paid any earned vacation pay to his/her credit.

20.06 **Preference in Vacation**

Preference for vacation periods shall be given to employees in accordance with the employee's seniority.

20.07 **Vacation Schedule**

A) Employees shall be given opportunity to request their vacation by seniority at a departmental meeting in the second week of November of each year, for the period of Jan 1 to April 30 of the following year. Vacation schedules shall be authorized and posted by December 15 and shall not be changed unless agreed upon by the Employer and the affected Employee{s}. Employees shall be given opportunity to request their vacation by seniority at a departmental meeting which will be held during the last week of March for the period of May 1 to December 31. Vacation schedules shall be authorized and posted by May 1 and shall not be changed unless agreed upon by the Employer and the affected Employee.

B) In the event of a conflict, seniority shall prevail and the Employer shall inform the affected Employees. The affected employee will be required to make a alternate choice at the scheduled meeting.

C) Vacation time not requested under "A" above shall be granted on a first come first served basis.

D) An employee who is unable to attend the departmental meeting as outlined above shall be allowed to submit their choices in writing. Such requests shall be forwarded or given to the department head prior to or during the meeting.

- f/t E) For the purpose of vacation scheduling a week shall consist of five{5} days vacation and two {2} days off.

**20.08 Unbroken Vacation Period**

(F/T) Except for the months of July and August, an employee shall be entitled to receive his/her annual vacation in an unbroken period unless otherwise agreed between the Employer and the employee. During July and August, vacation will be restricted to two (2) consecutive weeks.

20.09 An employee may elect to carry over not more than ten (10) days of their earned vacation to the following year but the vacation carried over to the next year must be taken in that year.

**20.10 P/T Vacation Entitlement**

(P/T) A part time employee will be entitled to fourteen (14) consecutive days, or two (2) periods of seven (7) consecutive days. After three (3) years of employment a p/t employee will be entitled to twenty one (21) days of vacation to be taken in one (1) period of fourteen (14) consecutive days and one (1) period of seven {7} consecutive days or in three (3) one week periods of seven (7) consecutive days. A p/t employee must make application consistent with article 20.07.

**ARTICLE 21 - SHORT AND LONG TERM DISABILITY**

**21.01 Short Term Disability Leave**

(F/T) (a) The Employer will fund short term disability leave for full-time employees covered by this Agreement on the following basis. Full-time employees who are absent from work and who are unable to perform their duties due to non- occupational illness or injury shall be eligible for coverage after three months service with the Employer. Except if there is a break in service, the pro-rated part-time service shall be reflected in determining eligibility under the waiting period and for the purpose of determining the extent of leave available at 100% of salary.



- (b) When an employee becomes eligible for coverage, coverage commences with the first day of illness based on the following benefit schedule:

Length of Service	100% of Salary	67% of Salary
3 mos. but less than 1 yr.	1 week	16 weeks
1 yr. but less than 2 yrs.	2 weeks	15 weeks
2 yrs. but less than 3 yrs.	3 weeks	14 weeks
3 yrs. but less than 4 yrs.	4 weeks	13 weeks
4 yrs. but less than 5 yrs.	5 weeks	12 weeks
5 yrs. but less than 6 yrs.	7 weeks	10 weeks
6 yrs. but less than 7 yrs.	9 weeks	8 weeks
7 yrs. but less than 8 yrs.	11 weeks	6 weeks
8 yrs. but less than 9 yrs.	13 weeks	4 weeks
Over 9 yrs.	17 weeks	0 weeks

- c) An employee covered by this benefit will always have up to seventeen weeks of benefit coverage per incident. Based on the number of years of service an employee may be eligible for coverage at one hundred percent (100%) of salary or sixty-seven percent (67%) of salary. However, the allotment of one hundred percent (100%) weeks is an annual allotment and is based on the calendar year. If during the calendar year an employee uses the maximum eligible sick leave which is covered at one hundred percent (100%) of salary, then all other sick leave during the year is covered at sixty-seven (67%) of salary.
- (d) If an employee is not at work at the commencement of the new year, the 100% credit will not renew until the employee actually returns to work.
- (e) If during any fully paid leave of absence, an employee becomes ill, the employee should advise the Employer of the illness. Appropriate certification, if required, will be requested. An employee on any leave of absence that is not a fully paid leave will not be eligible for payment of short term benefits in the event of illness. Eligibility for short term benefits will be reinstated once the employee returns to work, as authorized.

21.02  
(F/T)

**Long Term Disability**

- (a) The Employer will arrange a Long-Term Disability Insurance Plan for full- time employees with an available insurance carrier and will pay 100% of the billed premiums. Subject to a seventeen week waiting period, full-time employees are eligible for coverage to the extent of 67% of salary from the date of hire.

- (b) Subject to continuing eligibility, the benefit will continue until retirement or age sixty-one (61), whichever occurs first. Subject to continuing eligibility, the benefit for employees on Long Term Disability Leave as of the date of this arbitration award will continue until retirement or age sixty-five (65), whichever occurs first.

21.03  
(F/T)

**Proof of Illness**

An employee **may** be required to produce a certificate from a medical practitioner for any absence due to illness or injury in excess of three (3) consecutive working days, certifying that the employee is unable to carry out his/her duties due to illness. In addition, the Employer may require such certificate for absences of less than three (3) days where the employee has been warned of excessive absenteeism.

**ARTICLE 22 - LEAVE OF ABSENCE**

22.01

**Absence for Union Representatives**

For the purpose of leave for any meeting, employees must apply for and receive permission from Management prior to leaving their places of employment.

22.02

**Leave of Absence for Union Functions**

- (a) Leave of Absence without pay may be granted subject to operational requirements to employees elected to represent the Local at Union functions. Such leaves shall not exceed a cumulative total of **seventy (70)** days per year. No more than three (3) employees may leave at any one time. No more than two (2) employees, where possible, will be given leave from one department at any one time. Where possible, applications for such leave must be received by the Employer not less than two (2) weeks in advance of the date of commencement of the leave.
- (b) An employee shall receive the pay and benefits provided for in this Agreement while on unpaid leave of absence for union functions. However, the Union shall reimburse the Employer for all actual costs of pay and benefits during the period of absence.
- (c) If an employee granted a leave of absence in accordance with 22.02(a) is scheduled to work the 2300 to 0700 hour shift, two (2) consecutive shifts shall be granted.

22.03 **Leave of Absence for Full-time Union Duties**

An employee who is selected for a full-time position with the Union shall be granted leave of absence without pay or welfare benefits but without loss of seniority for a period of up to one (1) year, provided that if such leave of absence extends beyond one (1) month the Employer will maintain welfare benefits where there is an agreement from the Union to reimburse the Employer for premiums; and provided further that a written request for such leave is made at least four (4) weeks in advance.

22.04 **Bereavement Leave**

- (F/T) (a) An employee shall be compensated up to three (3) days' pay at the employee's straight time hourly rate for all regularly scheduled time lost in the event of the death of the employee's wife, husband, father, mother, father-in-law, mother-in-law, sister, brother, son, daughter, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, common-law spouse, grandchildren or foster child. A bereavement leave of absence shall be up to three (3) consecutive days and shall be taken in conjunction with the day of the funeral.

All of the above relationships are recognized only with respect to the current marriage or common-law relationship excepting children of a former marriage. An employee in a common-law marriage will have co-habited with the common-law spouse for at least twelve (12) months. When the burial occurs outside of Renfrew County, such leave may include reasonable travelling time at the discretion of Management.

- (F/T) (b) One (1) day leave shall be granted without loss of salary or wages to attend a funeral as a pallbearer. A request for leave under this section shall be given twenty-four (24) hours in advance of such leave, unless under extenuating circumstances such notice of time was not possible.

- (P/T) (c) Clauses 22.04 (a) and (b) apply to part-time employees scheduled to work during the bereavement period.

- (F/T) (d) An employee shall not be denied bereavement leave in the event that the death occurs while the employee is on paid vacation. Such paid vacation shall be re-credited to the employee.

22.05 **Pregnancy Leave**

- (a) Employees who are pregnant and who have been employed with the Employer for a least thirteen (13) weeks prior to the expected date of birth are entitled to take an unpaid pregnancy leave. The pregnancy leave is for up to seventeen (17) consecutive weeks commencing on the date requested by the mother to commence

leave, or the date of birth (whichever is first).

- (b) Employees taking pregnancy leave must provide at least two (2) weeks written notice to the Employer advising of the date that the leave is to begin together with a medical certificate estimating the date of delivery. The date chosen for commencing leave must be no more than seventeen (17) weeks prior to the expected date of birth as confirmed by the woman's physician.
- (c) In the event of complications with the pregnancy or because of the birth, still birth or miscarriage that occurs earlier than the expected date of delivery of the child, the employee must within two (2) weeks of stopping work, provide written notice to the Employer of the date the pregnancy leave will begin or has begun. The employee shall provide the Employer with a certificate from her physician stating the expected birth date of the child.
- (d) The pregnancy leave of an employee ends seventeen (17) weeks after the pregnancy leave began. If the employee wishes to return to work earlier, the employee shall provide the Employer with a least four (4) weeks' written notice of the date of return. Employees may not return to work earlier than six (6) weeks from the date of delivery, still birth or miscarriage.

22.06

#### **Parental Leave**

- (a) If an employee has been in the employ of the Employer for at least thirteen (13) weeks, he/she is entitled to take an unpaid parental leave (where applicable) for up to eighteen (18) consecutive weeks following the birth of the employee's child or the coming of the child into the employee's custody, care and control for the first time. The term "parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- (b) The employee must give the Employer at least two (2) weeks' written notice of the date the leave is to begin. In the event that an employee who is a parent stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, the employee must, within two (2) weeks of stopping work, provide the Employer with written notice of the date the parental leave began. The parental leave begins on the date that the employee stopped working.
- (c) Employees who have taken a pregnancy leave and who wish also to take parental leave must commence parental leave immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

- (d) Fathers who wish to take a parental leave must commence such leave no more than thirty-five (35) weeks after the day the child was born.
- (e) Adoptive parents may commence parental leave when the child comes into the custody and control of the parent.
- (f) Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four (4) weeks' written notice of that day.

22.07

**General Provisions Applicable to Pregnancy and Parental Leave**

- (a) An employee who has given notice to begin pregnancy, parental or adoption leave may change the notice to begin leave upon giving the Employer at least two (2) weeks' written notice.
- (b) An employee who has given notice to end leave may change the notice to an earlier date upon giving the Employer at least four (4) weeks' written notice before the earlier date.
- (c) Employees are entitled during pregnancy and parental leave to continue participation in the pension plans, life insurance plans, accidental death plans, extended health plans and dental plans in which the employee participated prior to taking the leave. The Employer shall continue to make the Employer's contributions for the prescribed benefit plans unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contributions during the leave period.
- (d) Employees shall be reinstated following return from pregnancy or parental leave in the position that the employee held prior to commencing leave, if it still exists, or a comparable position at the rate equal to the wages most recently paid by the Employer.
- (e) During the above leaves, employees shall accumulate seniority.

22.08

**Paid Jury or Witness Duty or Coroner's Inquest Leave**

(F/T,P/T)

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such 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.

22.09

**General Leave**

(F/T,P/T)

The Employer may grant leave of absence without pay and benefits and without loss of seniority to any employee requesting such leave for good

and sufficient cause, such request to be submitted in writing at least four (4) weeks in advance where possible. Approval shall not be unreasonably withheld and shall be subject to operational requirements.

22.10 An employee who uses leave of absence for other than which it was intended shall be subject to disciplinary action.

## **ARTICLE 23 - BENEFITS AND ALLOWANCES**

### **23.01 Pension Plans**

(F/T) (a) In addition to the Canada Pension Plan, every employee shall join the Ontario Municipal Employees' Retirement System. The Employer and the employee shall make contributions in accordance with the provisions of the Plan.

### **23.02 Employer Contribution to Life Insurance**

(F/T) The Employer agrees to pay one hundred percent (100%) of the premium for Group Life and Accidental Death and Dismemberment for full-time employees in an amount equal to one and one-half (1 1/2) times an employee's regular annual salary, to the nearest one thousand dollars (\$1,000).

### **23.03 Employer Contribution to Dental Plan**

(F/T) The Employer shall contribute seventy-five percent (75%) of the premiums for a dental insurance plan for full-time employees, equivalent to the Blue Cross Dental Insurance Plan No. 9 based on the Ontario Dental Association (O.D.A.) fee schedule for the previous year as amended from time to time.

### **23.04 Employer Contribution to Extended Health Care**

(F/T) The Employer shall contribute seventy-five percent (75%) of the billed premiums for an Extended Health Care Plan equivalent to the Blue Cross Extended Health Care Plan (no deductible on prescribed drugs) for full-time employees.

### **23.05 Employer Contribution to Semi-Private Hospital Insurance**

(F/T) The Employer agrees to pay one-hundred percent (100%) of the premium for semi-private hospital coverage for full-time employees.

### **23.06 Allowance in Lieu**

(P/T) In lieu of benefits, part-time employees shall be paid an allowance of fourteen percent (14%) over and above the regular full-time hourly rate as outlined in Schedule "A"

**23.07 Clothing Allowance**

- (F/T) (a) The Employer shall pay a Clothing Allowance of \$110.00 per year to full- time employees.
- (P/T) (b) The Employer shall pay a Clothing Allowance of \$65.00 per year to part-time employees.
- (F/T,P/T) (c) On or before December 15 of each year, employees will be paid the annual clothing allowance in accordance with the above, or the pro rata amount for each full calendar month that an employee was employed full-time and/or part-time in the calendar year.

**23.08 Temporary Assignment**

(F/T,P/T) When an employee is temporarily assigned, for a minimum of a full shift, to a classification in the bargaining unit with a higher rate of pay, he/she shall be paid at the appropriate rate in the new classification for the duration of the shift worked. This provision does not apply to situations where the employee is being trained to fill the higher position.

**ARTICLE 24 - WORKPLACE SAFETY INSURANCE**

- 24.01 (a) If a full-time employee is injured on the job and his/her supervisor excuses him/her from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift and there shall be no deduction from sick leave or other credits.
- (P/T) (b) If a part-time employee is injured on the job and his/her supervisor excuses the employee from further duty for the balance of the shift, the employee's regular rate of pay shall continue for the balance of that shift.
- 24.02 (a) The Employer shall advance to the employee ninety percent (90%) of the employee's net average earnings, until such time as Workplace Safety Insurance benefits are processed, if the duration of an approved Workplace Safety Insurance claim exceeds two weeks. The employee must file a separate request for each two week period.

- (b) Net average earnings for part-time employees will be calculated based on earnings in the twelve (12) month period preceding the accident.
- (c) Although there will be no assignment of **W.S.I.B.** payments, the claimant must immediately reimburse the Employer upon receipt of **W.S.I.B.** benefits for any advance of funds provided for in this clause. If a claim is disallowed by the **W.S.I.B.** the employee shall reimburse any advances given and shall not be eligible for further advances.
- (d) This provision shall not apply in the event of lump sum or permanent disability awards.

24.03 The Employer shall meet its obligations outlined in the Workplace Safety Insurance Act to re-employ employees who are or have been in receipt of Workers' Compensation.

24.04  
(F/T) A permanent employee on Workplace Safety Insurance shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain his/her seniority thereafter, without further accumulation.

24.05  
(P/T) Calculation of seniority for part-time employees on Workplace Safety Insurance, {in receipt of benefits} shall be the average of time worked per week using the preceding six months' work record before the accident. An employee shall continue to accumulate seniority for a maximum period of twelve (12) months and shall retain his/her seniority thereafter without further accumulation.

24.06 **Continuation of Benefits While on W.S.I.B.**

(F/T) The Employer will continue the Employer's portion of hospital, medical, dental and group life insurance premiums during any period of absence on Workplace Safety Insurance to a maximum of two (2) years.

**ARTICLE 25 - GENERAL**

25.01 **Restrictions on Contracting Out**

The Employer will not contract out work which will result in an employee in the bargaining unit being laid off or suffering a reduction in either hourly rate of pay or regularly scheduled hours.



25.02 **Proper Accommodation**

Proper accommodation shall be provided on the premises for employees to have their meals and to store and change their clothes.

25.03 **Bulletin Boards**

The Employer shall provide a bulletin board upon which the Union Executives or Secretary will have the right to post notices of meetings or other matters of interest to employees. Management can require removal of anything considered objectionable.

25.04 **Plural or Feminine Terms May Apply**

Whenever 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 so requires.

25.05 **Meals for Day and Afternoon Shifts**

The Employer shall provide a meal for employees at a cost of two dollars (\$2.00).

25.06 **Standard Time Change**

At the time of change from standard to daylight saving time or vice-versa, the time change will take place at 0200 hours. Employees will not receive pay for the hour lost in the change to daylight saving time. In the change to standard time, the ninth hour will be paid at time and one-half.

25.07 **Retirement**

An employee shall retire at the end of the month in which he/she reaches the age of sixty-five (65). With one (1) month's notice, an employee may elect to work to the end of the month following the month in which he/she reaches age 65. However, this extension will be on a straight hourly rate without benefits.

25.08 **Health and Safety Committee**

The Union and Employer recognize that the Occupational Health and Safety Act of Ontario is binding upon both Parties and agree to recognize the requirements thereof. Accordingly, the Employer and the Union agree to a joint Health and Safety Committee in accordance with the Occupational Health and Safety Act of Ontario with two (2) representatives from Management and two (2) representatives from the Union.

25.09           **Safety and Health Records, Reports and Data**

The Employer shall provide the Health and Safety Committee with all W.S.I.B. incident reports and other related health and safety records in the possession of the Employer, excluding personal medical records and any other information protected by legislation.

25.10           **Job Descriptions**

- (a)     The Employer shall provide the Union with copies of all existing job descriptions which detail the duties actually being performed by employees in each position classification. Each employee will be given a copy of his job description.
  
- (b)     In the event that a new or changed occupational classification is decided upon by the Employer as necessary to its operation, then the work, the job title and the wage rate shall be first determined and acted upon by the Employer for the purpose of assigning an employee and proceeding with the task to be then performed. Thereafter, the Employer shall immediately notify the Union by registered mail of the action taken.
  
- (c)     If no formal protest with respect to the proposed wage rate is lodged in writing with the Employer by the Union within one (1) month of the date of such notice, Schedule A to this Agreement shall be modified accordingly. In the event a formal protest is made by the Union the parties shall arrange for a meeting for the purpose of endeavouring to resolve the wage rate. If such wage rate is not resolved by this means within thirty (30) days, then the dispute may be submitted to arbitration in the same manner as a grievance.

25.11           **Pay Days**

The Employer shall pay salaries and wages every second Thursday in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages (including hourly rate), overtime and other supplementary pay and deductions. The Employer shall not be held responsible for delays resulting from circumstances beyond the Employer's control.

25.12           **Definitions**

- (a)     **Day:** Reference in this Agreement to **days** shall mean calendar days.
  
- (b)     **Week:** Reference in this Agreement to **weeks** shall mean 7 consecutive calendar days.

- (c) **Year:** Reference in this Agreement to **years** shall mean 365 consecutive calendar days.
- (d) **Month:** Reference in this Agreement to **months** shall mean calendar months.

**25.13 Address and Telephone Number**

It shall be the responsibility of the employee to keep the Employer informed of his/her current address and telephone number.

**25.14 Grandparenting Clause**

***The employer agree to the grandparenting for all current Resident Attendants to the Health Care Aide***

**ARTICLE 26 - TERM OF AGREEMENT**

26.01 This Agreement shall be binding and remain in effect from *January 1, 1999*, until *December 31, 2000* and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to *December 31, 2000* that it desires termination or amendments. Within fifteen (15) days from the giving of notice, or such longer period as the parties may agree upon, the parties shall exchange proposals and commence negotiations.

**26.02 Changes in Agreement**

Any changes deemed necessary in this Agreement may be made by mutual agreement in writing at any time during the existence of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

**(Signatures to be received the week of February 15, 1999)**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

<p><b>Miramichi Lodge C.U.P.E. Hourly Rates Effective: January 1, 1999</b></p>	
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CLASSIFICATION	FULL-TIME EMPLOYEES			PART-TIME EMPLOYEES		
	Start Rate	6 Months	1 Year	Start Rate	6 Months	1 Year
Dietary Aide	13.02	13.11	13.32	14.84	14.95	15.18
Laundry Aide	19.53	19.67	19.98	21.35	21.51	21.84
Housekeeping Aide						
Health Care Aide	13.89	13.98	14.11	15.83	15.94	16.09
	20.84	20.97	21.17	22.78	22.93	23.15
Resident Attendant	13.65	13.72	13.85	15.56	15.64	15.79
	20.48	20.58	20.78	22.39	22.50	22.72
Cook	14.43	14.52	14.63	16.45	16.55	16.68
	21.65	21.78	21.95	23.67	23.81	24.00
R.P.N.	14.79	14.90	15.04	16.86	16.99	17.15
	22.19	22.35	22.56	24.26	24.44	24.67
Adjuvant	14.30	14.38	14.52	16.30	16.39	16.55
	21.45	21.57	21.78	23.45	23.58	23.81
Maintenance Person	13.92	14.00	14.12	15.87	15.96	16.10
	20.88	21.00	21.18	22.83	22.96	23.16
Dietary Lead Hand			17.12			19.52
			25.68			28.08
Handicraft Aide	13.82	13.95	14.07	15.75	15.90	16.04
	20.73	20.93	21.11	22.66	22.88	23.08
Handicraft Aide	13.89	13.98	14.11	15.83	15.94	16.09
With Recreation Leadership Program	20.84	20.97	21.17	22.78	22.93	23.15

-Overtime rates are directly below regular rates for both full-time and part-time classifications.

-Part-time overtime rate = 1/2 full-time rate plus part-time rate.

-O.M.E.R.S. : effective June 14, 1994, no reduction in part-time hourly rate due to O.M.E.R.S. participation.

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Miramichi Lodge C.U.P.E. Hourly Rates Effective: January 1, 2000						
CLASSIFICATION	FULL-TIME EMPLOYEES			PART-TIME EMPLOYEES		
	Start Rate	6 Months	1 Year	Start Rate	6 Months	1 Year
Dietary Aide	13.15	13.24	13.45	14.99	15.09	15.33
Laundry Aide	19.73	19.86	20.18	21.57	21.71	22.06
Housekeeping Aide						
Health Care Aide	14.03	14.12	14.25	15.99	16.10	16.25
	21.05	21.18	21.38	23.01	23.16	23.38
Resident Attendant	13.79	13.86	13.99	15.72	15.80	15.95
	20.69	20.79	20.99	22.62	22.73	22.95
Cook	14.57	14.67	14.78	16.61	16.72	16.85
	21.86	22.01	22.17	23.90	24.06	24.24
R.P.N.	14.94	15.05	15.19	17.03	17.16	17.32
	22.41	22.58	22.79	24.50	24.69	24.92
Adjuvant	14.44	14.52	14.67	16.46	16.55	16.72
	21.66	21.78	22.01	23.68	23.81	24.06
Maintenance Person	14.06	14.14	14.26	16.03	16.12	16.26
	21.09	21.21	21.39	23.06	23.19	23.39
Dietary Lead Hand			17.29			19.71
			25.94			28.36
Handicraft Aide	13.96	14.09	14.21	15.91	16.06	16.20
	20.94	21.14	21.32	22.89	23.11	23.31
Handicraft Aide	14.03	14.12	14.25	15.99	16.10	16.25
With Recreation Leadership Program	21.05	21.18	21.38	23.01	23.16	23.38

-Overtime rates are directly below regular rates for both full-time and part-time classifications.

-Part-time overtime rate = 1/2 full-time rate plus part-time rate.

-O.M.E.R.S. : effective June 14, 1994, no reduction in part-time hourly rate due to O.M.E.R.S. participation.

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**Miramichi Lodge C.U.P.E. Hourly Rates  
Effective: July 1, 2000**

CLASSIFICATION	FULL-TIME EMPLOYEES			PART-TIME EMPLOYEES		
	Start Rate	6 Months	1 Year	Start Rate	6 Months	1 Year
Dietary Aide	13.28	13.37	13.58	15.14	15.24	15.48
Laundry Aide	19.92	20.06	20.37	21.78	21.93	22.27
Housekeeping Aide						
Health Care Aide	14.17	14.26	14.39	16.15	16.26	16.40
	21.26	21.39	21.59	23.24	23.39	23.60
Resident Attendant	13.93	14.00	14.13	15.88	15.96	16.11
	20.90	21.00	21.20	22.85	22.96	23.18
Cook	14.72	14.82	14.93	16.78	16.89	17.02
	22.08	22.23	22.40	24.14	24.30	24.49
R.P.N.	15.09	15.20	15.34	17.20	17.33	17.49
	22.64	22.80	23.01	24.75	24.93	25.16
Adjuvant	14.58	14.67	14.82	16.62	16.72	16.89
	21.87	22.01	22.23	23.91	24.06	24.30
Maintenance Person	14.20	14.28	14.40	16.19	16.28	16.42
	21.30	21.42	21.60	23.29	23.42	23.62
Dietary Lead Hand			17.46			19.90
			26.19			28.63
Handicraft Aide	14.10	14.23	14.35	16.07	16.22	16.36
	21.15	21.35	21.53	23.12	23.34	23.54
Handicraft Aide	14.17	14.26	14.39	16.15	16.26	16.40
With Recreation Leadership Program	21.26	21.39	21.59	23.24	23.39	23.60

-Overtime rates are directly below regular rates for both full-time and part-time classifications.

-Part-time overtime rate = 1/2 full-time rate plus part-time rate.

-O.M.E.R.S. : effective June 14, 1994, no reduction in part-time hourly rate due to O.M.E.R.S. participation.

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## LETTER OF UNDERSTANDING

### Time Off At Christmas and New Year's

Effort will be made to schedule employees at Christmas and New Year's such that an employee granted time off will be given four (4) consecutive days off at either Christmas of which {2} days are to be December 24 & 25 or New Year's of which 2 days are December 31 & January 1.

An employee requesting time off at Christmas or New Year's will submit their request by October 15 of each year, stating their preference for Christmas or New Year's. Time off will be granted as equitably as possible on an alternating basis. The regular schedule may be altered during the period of Dec 15 to Jan 15 of the following year.

## LETTER OF UNDERSTANDING

### Labour/Management Committee

1. **Function**

To discuss matters of mutual interest with the objective of improved labour/management relations.

2. **Committee**

The Committee will consist of not more than three (3) representatives of the Union and three (3) representatives of the Employer. Where possible, the Union representatives will be appointed from different departments.

3. **Chairperson**

The Home Administrator or his/her designate will be the Chairperson.

4. **Meetings**

The Committee will meet at a time and place fixed by mutual agreement as soon as possible following the request of either party but not later than thirty (30) days following the request. The party requesting Labour/Management Committee meeting shall provide the other party with an agenda of the items to be discussed in advance of the meeting.

5. **Minutes**

The Chairperson or his/her designate will be responsible for the preparation and distribution of minutes of the meeting. Minutes will be distributed within two weeks of the meeting, if possible.

6. The Committee shall have no jurisdiction over any other committee nor shall it have any authority to amend any provision of the collective working agreement.



### **Overtime Assignment**

The parties agree that the Employer will, for a trial period to the conclusion of this Collective Agreement, assign overtime work on a voluntary basis to employees in the classification concerned who are at the workplace at the time of assignment. Where none of these employees volunteers, the overtime will be assigned to the least senior of these employees.