



Quality Living since 1960

COLLECTIVE AGREEMENT

between

FAIRHAVEN

(hereinafter referred to as "the Employer")

and

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

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INDEX

ARTICLE NUMBER AND TITLE	PAGE NUMBER
1 PURPOSE.....	5
2 SCOPE.....	5
2.02 Definitions of Classification	
3 UNION SECURITY.....	6
4 NO DISCRIMINATION.....	7
5 MANAGEMENT RIGHTS.....	7
3 UNION COMMITTEES.....	7/8
6.01 (a) Negotiating Committee	
(b) Grievance Committee	
(c) Labour Management Committee	
7 ASSISTANCE OF THE UNION.....	8
7.02 Verbal Reprimand	
7.03 Access to Personnel File	
7.04 Removal From Record	
8 GRIEVANCE PROCEDURE.....	9/10
8.01 Definition of a Grievance	
8.02 Grievance Procedure	
9 ARBITRATION.....	11
10 NO STRIKE OR LOCK-OUT.....	11
11 LEAVE OF ABSENCE.....	11/12/13
11.01 Union Conventions, Workshops and Seminars	
11.02 Compassionate Leave	
11.03 Pregnancy/Parental and Adoption Leave	
11.04 Jury Witness Duty	
11.05 Effect of Absence	
11.06 Examination Leave	
11.07 Personal Leave of Absence	
11.08 Union Office	
12 SICK LEAVE.....	14/15/16
12.02 Sick Leave Definition	
12.03 Sick Leave Accumulation	
12.04 Sick Leave Deduction	
12.05 Sick Leave Records	
12.06 Qualifier for Sick Leave Credits	
12.07 Absence Under WSIB	
12.08 Sick Leave Pay Out	
12.09 Doctor's Certificate	
12.10 Family Illness	
12.11 Long Term Disability	
13 VACATIONS.....	16/17/18/19
13.01 Entitlement to Vacation	
13.02 Part Time and Student Employees	
13.03 Vacation Pay Calculation	
13.04 Termination Prior to Vacation	
13.05 Receipt of Vacation Pay	
13.06 Part Time Employees Receipt of Vacation Pay	
13.07 Statutory Holidays During Vacation Period	
13.08 Taking of Vacation Time	
13.09 December 15 th and January 5 th	

	13.10 Posting of Vacation Request List	
	13.11 Hospitalization During Vacation	
	13.12 Return to Work During Vacation	
	13.13 Single Vacation Days	
	13.14 Commencement of Vacation	
	13.15 Transfer from Part-Time to Full-Time	
	13.16 Compassionate Leave During Vacation	
14	PAID HOLIDAYS	19/20/21
	14.02 Working on a Holiday	
	14.03 Statutory Holiday on an Employee's Day Off	
	14.04 Lieu Days	
	14.05 Part Time and Student Employees	
	14.06 Assigning of Work on a Holiday	
	14.07 Eligibility for Holiday Pay	
	14.08 Overtime on a Paid Holiday	
15	HOURS OF WORK AND WORKING CONDITIONS.....	21/22/23/24
	15.02 (a) Every Other Weekend Off	
	15.02 (b) Every Third Weekend Off	
	15.03 No More Than Six Consecutive Days	
	15.04 Forty-Eight Hours Notice	
	15.05 Call-Back	
	15.06 Breaks	
	15.07 Pay cheques	
	15.08 Shift Differential	
	15.09 Call-In	
	15.10 Double Shifts	
	15.11 No Pyramiding	
	15.12 Shift Schedule	
	15.13 Christmas or New Years	
16	BENEFIT PROGRAMS	25
17	UNIFORMS	26
18	SENIORITY	26/27/28
	18.01 Seniority List	
	18.02 Loss of Seniority	
	18.03 Probationary Period	
	18.04 Position Outside of Collective Agreement	
	18.05 Promotion to Another Position Within the Bargaining Unit	
	18.06 Pay During Temporary Transfer When Requested by Employer	
	18.07 Requested Transfer to a Lower Classification	
19	PROMOTIONS AND TRANSFERS.....	28/29/30
20	LAY OFF AND RECALL.....	30/31/32
	20.02 Event of a Lay Off	
	20.03 Recall	
	20.05 Employee Recalled to a Different Classification	
	20.06 No New Employees	
	20.07 Preference for Temporary Vacancies	
	20.08 Lay Off of a Permanent or Long Term Nature	
	20.09 Bed Cut-Back or Cut-Back in Service	
	20.10 Benefits While on Lay-Off	
	20.11 Student Employees	
21	RETIREMENT.....	32

2	GENERAL	32/33
	22.01 Bulliten board	
	22.02 Singular or Masculine	
	22.03 Rights	
	22.04 Correspondence	
	22.05 Technical change or Mechanization	
	22.06 Work of the Bargaining Unit	
	22.07 Contracting Out of Work	
	22.08 Printing of the Collective Agreement	
3	JOB CLASSIFICATION AND WAGE RATE.....	34
	23.02 New Classification(s)	
	23.03 Substantial Change to Existing Classification	
	23.04 In-service Education	
4	TERMINATION AND AMENDMENT.....	35
	Letter Of Understanding.....	36
	Re: Student Receptionist)	
	Letter Of Understanding.....	37
	Re: Thirty Day Trial Period – Article 19.03)	
	Letter Of Understanding	38
	Re: Organization Development Employees)	
	Letter Of Agreement.....	39
	Re: Article 12.08 – Sick Leave Payout)	
	Letter Of Understanding.....	40/41/42/43
	Re: Conversion)	
	Letter Of Agreement.....	44
	Re: Article 15.03 – Nursing Consecutive Days)	
	Letter Of Agreement.....	45
	Re: Weekend Only Positions)	
	Letter Of Understanding.....	46
	Re: Health Care Aide Certificate)	
	Letter Of Understanding.....	47
	Re: Internal Equity Plan)	
	Letter Of Agreement.....	48
	Re: Article 16 – Benefit Programs)	
	Letter Of Agreement.....	49
	(Re: Benefits Committee)	
	Letter Of Understanding.....	50 (Missing)
	(Re: Business Development Employees)	
	Letter Of Understanding.....	51 (Missing)
	(Re: Overtime On Weekends)	
	Schedule " A (Hourly Rates).....	52/53

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - SCOPE

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 131 as the exclusive bargaining agent for all employees of Fairhaven in Peterborough save and except all Department Heads, Assistant Department Heads and persons above the rank of Assistant Department Heads, Registered Nurses, Human Resource Specialist, Information Systems Co-ordinator, Executive Assistant to the Executive Director and Co-ordinator of Volunteer Services.
- 2.02 **Definitions:**
- a) **Full-Time Employee:**
A person who is employed on a full-time basis by the Employer.
- b) **Preferred Part-Time Employee:**
A person who is employed to work regularly scheduled shifts consisting of fifty-five (55) to sixty (60) hours over a bi-weekly period. The Employer will endeavour to schedule the shifts in a consistent manner.
A preferred part-time employee shall not be required nor shall they elect to work additional shifts.
- c) **Permanent Part-Time Employee:**
A person who is regularly employed to work scheduled shifts up to sixty (60) hours in a bi-weekly period.
A permanent part-time employee may be assigned or may elect to work additional hours provided that such hours do not exceed sixty (60) hours in a bi-weekly period.
- d) **Part-Time Employee:**
A person who is employed for not more than sixty (60) hours in a bi-weekly period. A part-time employee shall be assigned hours in accordance to Article 15.01 (d) of this Collective Agreement.

e) **Student Employee:**

A student employee is defined as an individual who is employed (or hired into) a student position and is enrolled in a school program on a full-time basis.

A student employee shall not work more than sixty (60) hours in a bi-weekly period.

A student employee shall terminate employment with the Employer no later than three (3) months following the date the student completes or otherwise leave full time studies.

A student employee shall only be hired into positions designated as student positions. Such student positions shall be mutually agreed to between the Union and the Employer.

ARTICLE 3 - UNION SECURITY:

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

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

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

The Employer will forward to the Local Union Secretary-Treasurer a copy of the submission made to the National Secretary-Treasurer of the Union.

The Income Tax (T4) Slips shall include the amount of Union dues paid by each employee in the preceding calendar year.

3.03 The Employer will provide the Union with a list quarterly, of all hirings, lay-offs, recalls, retirements, terminations, leaves of absence in excess of one (1) month (which will include employees in receipt of compensation from the Workplace Safety and Insurance Board) from within the bargaining unit where such information is available or becomes available through the Employer's payroll system.

3.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes within the employee's first twenty (20) days of employment, without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with such representative of the Union, and the Collective Agreement, The Employer as part of the general orientation program may arrange such meetings collectively or individually for employees.

ARTICLE 4 - NO DISCRIMINATION

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

ARTICLE 5 -MANAGEMENT RIGHTS

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

ARTICLE 6 - UNION COMMITTEES

- 6.01 The Employer and Union agree to the following committees:
- a) **Negotiating Committee:**
The Negotiating Committee will consist of five (5) members, all of whom shall be employees of the Employer. The Employer agrees to recognize and deal with the Negotiating Committee in negotiating the renewal of this Collective Agreement.

Time spent by members of the Negotiating Committee in negotiating meetings with the Employer during their regular hours of work shall be without loss of pay up to but not including the arbitration hearing.
 - b) **Grievance Committee:**
The Grievance Committee shall consist of the President of the Local, or appointee, and any two (2) stewards, all of who shall be employees of the Employer.

Time spent by members of the Grievance Committee in grievance meetings with the Employer during their regular hours of work shall be without loss of pay, up to but not including the arbitration hearing.
 - c) **Labour Management committee:**

The parties agree that there are matters of mutual concern and interest that would be beneficial if discussed by way of a Labour Management Committee process.

Therefore, both the Employer and the Union shall appoint up to four (4) representatives who shall meet monthly unless the parties agree to a different schedule of meetings.

Both parties recognize the value of attempting to ensure representation on their committee from all areas of the Home.

A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Collective Agreement.

The Labour Management Committee may make recommendations to their respective principals but is not empowered to introduce or veto policies of the Employer.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance

The minutes of labour management meetings will be posted.

6.02

An elected or appointed representative of the Union may leave their workplace duties without loss of pay during their regular shift provided that permission from their immediate Supervisor is obtained which such permission will not be unreasonably denied. It is agreed that time spent by the Union representative away from their workplace duties shall be kept to a minimum. Otherwise all Union business will be conducted on the employee's own time, and not on the Employer's premises.

ARTICLE 7 - ASSISTANCE OF THE UNION

7.01

The Union shall have the right of assistance from a representative of the Canadian Union of Public Employees when negotiating with the Employer or in meetings at Step 2, and thereafter, of the Grievance Procedure.

7.02

Verbal Reprimand:

Whenever the Employer or their authorized agent deem it necessary to verbally reprimand an employee, in a manner indicating that dismissal or discipline may follow if any further infraction or may follow or if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such verbal reprimand to the employee involved with a copy being provided to the Union.

7.03

Access to Personnel File:

An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

7.04 **Removal From Record:**

Any letter of reprimand, suspension or other sanction will be removed from an employee's record after a period of twenty-four (24) months, provided that the employee's record has been discipline-free for eighteen (18) months.

ARTICLE 8 -GRIEVANCE PROCEDURE

8.01 **Definition of A Grievance:**

- a) For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) It is understood that the Employer may bring **forward** at a meeting with the Grievance Committee, called for that specific purpose, any complaint or grievance; and that, if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.
- c) An employee has no grievance until the employee's supervisor has had an opportunity to adjust their complaint. A member of the Grievance Committee, if so desired, may accompany the employee.
- d) A policy grievance involves a question of general application or interpretation of this Collective Agreement, and which could not otherwise be resolved by a grievance of an employee (or a group of employees).
- e) **Discharge & Suspension:**

If an employee who has completed their probationary period is suspended or discharged, **he/she** shall be informed at the time, in writing, of the reasons for such suspension or discharge, and a copy shall be sent to the Union.

A member of the Grievance committee may be present at any meeting with the Employer dealing with the discharge or suspension if requested by the employee concerned.

8.02 **Grievance Procedure**

Step 1:

If an employee is satisfied that there is a grievance, they shall meet with the Department Manager, and shall be accompanied by a member of the Grievance Committee. If a settlement satisfactory to the employee is not reached within two (2) days, then Step 2 of this grievance procedure may be invoked.

Step 2:

The grievance shall be reduced to writing and submitted to the ,Manager of Human, Resources by the Grievance Committee.

A meeting shall be arranged with the Grievance Committee within two (2) days. The meeting shall convene within five (5) days or such longer period as may be agreed upon between the parties.

The Director of Operational Services shall give their reply in writing within a period of two (2) days. Receipt of such reply will be acknowledged by the Chairperson of the Grievance Committee or designate.

Failing a satisfactory settlement, the Grievance Committee may invoke Step 3 of the grievance procedure, but only within a period of five (5) days from receipt of the reply of the Director of Operational Services.

step 3:

The grievance shall be submitted to the Manager of Human Resources who shall arrange a meeting with the Grievance Committee within two (2) days. The meeting shall be convened within five (5) days or such longer period as may be agreed upon between the parties.

The Executive Director shall give their reply in writing within a period of five (5) days, receipt of such reply will be acknowledged by the Chairperson of the Grievance Committee or designate.

Failing satisfactory settlement the Grievance Committee may invoke the arbitration provision of this Collective Agreement but only within a period of fifteen (15) days from the date of reply from the Executive Director.

8.03 Grievance Form:

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

8.04 Time Limits

- a) A grievance shall be instituted not later than fifteen (15) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee or the Union.
- b) Where a dispute involving a suspension, termination, lay-off or recall occurs, the grievance shall be lodged at Step 3 of the grievance procedure.
- c) In the event of a policy grievance the Union may commence proceedings at Step 2 of the grievance procedure.
- d) The time limits referred to in this Article shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- e) The time limits outlined in the grievance and arbitration procedure may only be extended upon mutual agreement of the parties in writing.

ARTICLE 9 - ARBITRATION

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

ARTICLE 10 - NO STRIKE OR LOCK-OUT

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

ARTICLE 11 – LEAVE OF ABSENCE

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

11.02 **Compassionate Leave:**

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

- a) employee's spouse, son or daughter, seven (7) days:
- b) employee's father, mother, sister, brother and grandchildren three (3) days;
- c) grandparents and in-laws one (1) day.

Only such time as is required to fulfil the above obligations on which the employee would be scheduled to work shall be paid for. Such employee will be expected to notify the Human Resource Scheduler as soon as possible of the need for such leave of absence.

Extra leave of absence without pay may be granted for travelling time to attend the funeral. This period of time will be agreed upon between the employee and the Employer.

11.03 **Pregnancy/Parental and Adoption Leave:**

- a) A pregnant employee is entitled to up to seventeen (17) weeks leave of absence without pay and with accumulation of seniority, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the ***Employment Standards Act***.
- b) A parent is entitled to up to thirty-five (35) weeks of parental leave of absence, without pay and with accumulation of seniority. The leave of absence shall be in accordance with the provisions of the ***Employment Standards Act***.
- c) The employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.
- d) For a part-time employee, seniority shall be based upon the employee's average weekly hours worked in the thirteen (13) weeks immediately preceding the commencement of the leave, excluding any periods of approved leave of absence in excess of five (5) continuous calendar days.
- e) The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- f) The Employer shall grant an employee who is adopting a child a leave of a maximum of six (6) months without pay and without loss of seniority upon reasonable notice and subject to the above terms and conditions. If, however, because of late receipt of confirmation of pending adoption the employee finds it impossible to request leave of absence in writing one (1) month in advance, then the employee may make the request verbally as soon as possible and subsequently verify it in writing. Employees on adoption leave are entitled to benefits payments in accordance with article 11.03 (b), **but** coverage will be provided thereafter only if the employees pay one hundred (100) percent of the cost.

11.04 Jury/Witness Duty:

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown Attorney is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

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

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

11.05 Effect of Absence:

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, sick leave or any other benefits under any provisions of this Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of compensation from the Workplace Safety and Insurance Board and during a Pregnancy or Parental Leave, unless the employee gives the Employer written notice that they do not intend to pay their contributions.
- c) It is further understood and agreed that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) continuous calendar days and not further accrue during the period of absence. Notwithstanding this provision, seniority shall accrue during Pregnancy/Parental and Adoption Leave, up to a period of twelve (12) months if an employee's absence is due to a disability resulting in compensation from the Workplace Safety and Insurance Board, or for a period of ninety (90) days if an employee's unpaid absence is due to illness.

11.06 Examination Leave:

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

1.07 Personal Leave of Absence:

The Employer may grant a leave of absence for personal reasons to any employee requesting such leave in writing to the Manager of Human Resources at least two (2) weeks prior to the commencement of the requested leave. Each request will be considered on an individual basis, while ensuring that the operational and service needs of the organization can be met.

1.08 Union Office:

- a) If any employee is elected or appointed to a Union Office, she/he shall be granted an unpaid leave of absence of up to two (2) years upon reasonable notice being given to the Employer. During the initial leave of absence of up to two (2) years Article 11.05 shall be applicable:

They shall have the right for an additional period of two (2) years from the additional two (2) year leave of absence to return to employment, without seniority, with the Employer to the first available opening in the department in which he/she left, providing they are willing and qualified to do the job.

- b) If an employee is re-elected to a Union office for a term in excess of the initial two (2) year leave of absence they shall not be granted an extension of the initial two (2) year leave of absence and their employment shall be deemed to be terminated.

ARTICLE 12 - SICK LEAVE

12.01 Sick Leave Definition:

Sick leave is the period of time an employee is permitted to be absent from work by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the Workplace Safety *and Insurance Act*.

12.02 Part-time and student employees shall be entitled to sick leave on a without pay basis.

Article 12.09 shall apply to part-time and student employees.

12.03 Sick Leave Accumulation:

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

12.04 Sick Leave Deduction:

Sick leave is payable and deductions shall be made from accumulative sick leave for all days absent for sick leave as defined in Article 12.01.

12.05 Sick Leave Records:

A record of all unused sick leave will be provided on each bi-weekly pay stub. An employee may request the Employer to clarify their sick leave credits at any time.

12.06 Qualifier for Sick Leave Credit:

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

12.07 Absence Under the Workplace Safety and Insurance Act:

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

12.08 Sick Leave Pay Out:

Upon termination of employment (other than by death or retirement), an employee who had full-time status prior to July 1, 1999 shall be entitled to the equivalent in cash of fifty (50) percent of the total accumulated sick leave standing to their credit, not to exceed six (6) months' wages. In the event of death, or upon attaining retirement age, an employee (or estate of an employee), shall be entitled to the cash equivalent of the full accumulation, not to exceed six (6) months' wages. Retirement for the purpose of this article shall be defined as a person who is receiving an unreduced pension through the Ontario Municipal Employees Retirement System. When sick leave is converted into cash, whether upon termination of employment, death or retirement, the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.

12.09 Doctors Certificate:

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

12.10 Family Illness:

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

12.11 **Long Term Disability:**

The Employer will provide to all full-time employees a Long Term Disability Plan with the Employer paying fifty (50) percent of the billed premiums and the employee paying the balance of the billed premium through bi-weekly payroll deduction.

ARTICLE 13 -VACATIONS

13.01 **Entitlement to Vacation:**

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

a) **New Hires:**

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

b) On completion of one (1) year of service as of December 31st an employee shall be entitled to ten (10) days vacation;

c) An employee shall be allowed fifteen (15) days of vacation in the calendar year in which their third (3rd) anniversary falls;

d) An employee shall be allowed twenty (20) days of vacation in the calendar year in which their eighth (8th) anniversary falls;

e) An employee shall be allowed twenty-five (25) days of vacation in the calendar year in which their sixteenth (16th) anniversary falls;

f) An employee shall be allowed thirty (30) days of vacation in the calendar year in which their eighteenth (18th) anniversary falls;

g) Full-time employees who have an adjusted seniority date due to accredited hours worked as a part-time employee shall have their vacation entitlement determined by that adjusted seniority date.

13.02 **Part-time and Student Employees:**

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

13.03 Vacation Pay Calculation:

Vacation pay will be calculated on the basis of each employee's regular rate at the time of taking their vacation, for thirty-seven and one-half (37 ½) hours for each week of vacation entitlement, save and except that where an employee has worked less than sixty-six (66) percent of the regular hours in the previous year, ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days vacation pay will be calculated on the basis of four (4) percent, six (6) percent, eight (8) percent, ten (10) percent, twelve (12) percent (whichever is applicable for ten (10), fifteen (15), twenty (20), twenty-five (25) or thirty (30) days) of their earnings received from the Employer in such period.

13.04 Termination Prior to Vacation:

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

13.05 Receipt of Vacation Pay:

Upon request, an employee will receive the vacation pay due on the last regular payday preceding the start of vacation.

13.06 Part-time Employees Receipt of Vacation Pay:

Part-time employees will be paid their vacation pay on the pay closest to February 1st. If an employee is absent from work due to illness or Pregnancy/Parental and Adoption Leave the payment will be held at the employee's request until a mutually agreed date.

13.07 Statutory Holidays During Vacation Period:

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

13.08 Taking of Vacation Time:

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

13.09 December 15th and January 5th:

Vacation will not normally be granted between December 15th and January 5th of the following year.

13.10 Posting of Vacation Request List:

- a) The Employer will post, by November 1st of each year, a vacation request list for the months of January 5th to April 30th of the following year. Employees will signify their vacation choice in order of seniority by November 15th. Confirmation of vacation requests will be posted by December 1st

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

13.11 Hospitalization During Vacation:

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

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

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

13.12 Return to Work During Vacation:

Should a full-time employee who has commenced their scheduled vacation agree, upon request by the Employer, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1 ½) times their basic straight-time rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have worked.

13.13 Single Vacation Days

An employee shall be entitled to take up to five (5) vacation days as single days.

Employees must find their own replacement when requesting a single vacation day on a weekend to work.

It is agreed that any overpayments of vacation time shall be repaid to the Employer by a mutually agreed upon schedule.

If a permanent part-time employee or part-time employee elects to take a single vacation day during a scheduling period they may be assigned or elect to work additional shifts during that same scheduling period.

13.14 Commencement of Vacation

A week of vacation shall commence on a Monday except for employees working midnights whose vacation shall start on a Sunday. One (1) week of vacation must consist of at least four (4) vacation days

13.15 Transfer from Part-Time to Full-Time:

Full-Time employees who have an adjusted seniority date due to credited hours worked as a part-time employee shall have their vacation entitlement determined by that adjusted seniority date. During the calendar year of the transfer the employee will accumulate vacation entitlement for each month worked as a full-time employee on a pro-rated basis to be used in the following calendar year.

Employees will accrue as follows:

15 day entitlement - 1.25 days per full month
 20 day entitlement - 1.667 days per full month
 25 day entitlement - 2.083 days per full month

Calculation for the entitlement of remaining vacation days shall be as follows:

of days FT worked + total days in the month x entitlement as per adjusted seniority date

13.16 Compassionate Leave During Vacation:

Where an employee's scheduled vacation is interrupted due to a compassionate leave recognized under Article 11.02, the period of such time while on vacation shall be considered as compassionate leave. The portion of the employee's vacation deemed to be compassionate leave will not be counted against the employee's vacation credit.

An employee shall notify the Manager of Human Resources of any occurrences arising as a result of Article 13.16.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following days are recognized as paid holidays for all full-time employees:

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

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

14.02 Working on a Holiday:

It is agreed that the operation of the Employer requires that all employees cannot take the particular day off that has been allocated for the observance as a holiday. An employee required to work on a holiday as outlined in Article 14.01 may elect payment at the rate of one and one-half (1 ½) times plus a lieu day at their regular rate or pay at the rate of one and one-half (1 ½) times their regular rate of pay plus holiday pay and forfeit the lieu day.

14.03 **Statutory Holiday On An Employee's Day Off**

When a holiday falls on an employee's normal day off, an additional lieu day with pay shall be granted.

14.04 **Lieu Days:**

A Full Time employee must notify the Human Resource Scheduler, fourteen (14) days prior to the statutory holiday which one of the following options they wish to elect for working on a statutory holiday as outlined in Article 14.02.

Options:

- a) save the lieu day to the maximum allowable five (5) days in a calendar year
- b) elect to take the holiday as a day off
- c) stipulate the requested lieu day to be taken off

If no election is made the employee shall receive one and one-half (1 ½) times plus a day in lieu for working on the statutory holiday.

A lieu day must be taken within thirty (30) days of the statutory holiday at a time mutually agreed to between the employee and the Employer.

14.05 **Part-Time and Student Employees:**

Part-time and student employees required to work on a holiday outlined in Article 14.01 shall be paid at the rate of one and one-half (1 ½) times their regular rate.

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

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

It is agreed that available full-time work on a statutory holiday shall first be assigned to full-time employees normally scheduled to work that day.

A full-time employee scheduled to work on the holiday shall not be required to work on the statutory holiday provided they advise the Human Resource Scheduler at least five (5) days in advance of the holiday and provided the employee arranges for their own replacement.

It is understood and agreed that no overtime costs will thereby be incurred by the Employer.

14.07 **Eligibility for Holiday Pay:**

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

14.08 Overtime on a Paid Holiday:

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

ARTICLE 15 - HOURS OF WORK AND WORKING CONDITIONS

15.01 Hours of Work

a) Regular Full-Time Employees:

Except as provided for in 15.01 b) and c), the regular full-time working hours shall be seven and one-half (7 ½) hours of work per day and seventy-five (75) hours of work in a two (2) week period exclusive of a one-half (1/2) hour unpaid lunch period.

Except as provided for in Articles 15.01 b) and c), any authorized hours worked over seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

b) Engineer Employees:

Any authorized hours worked over eight (8) hours per day or eighty (80) hours in a two (2) week period shall be paid at the rate of one and one half (1 ½) times the employee's regular rate as set out in Schedule "A".

The Employer shall assign the Senior Stationery Engineer on duty to the boiler room in which case they shall receive a one-half (1/2) hour per day paid lunch break to be taken in the Home. Any additional hours as a result of this provision shall not constitute the payment of overtime.

In the event that the Employer no longer has a guarded plant as defined in and required by the Stationery Engineer's Act this provision shall no longer be applicable and no longer in effect.

c) Organization Development Employees:

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

Any authorized hours worked over seven (7) hours per day or seventy (70) hours in a two (2) week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

d) Preferred Part-Time, Permanent Part-Time and Part-Time Employees:

The hours of work for preferred part-time, permanent part-time and part-time employees shall be in accordance to Article **2.02** (b), (c) and (d) of this Collective Agreement.

No further shifts of less than four **(4)** hours for classifications falling under this Collective Agreement that were not in place prior to July 1, 1999 shall be created.

Authorized hours worked over seven and one-half (7 ½) hours per day or seventy-five (75) hours in a two **(2)** week period shall be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate as set out in Schedule "A".

The distribution of hours above and beyond hours distributed under Article **2.02** (b) and (c) shall be distributed among permanent part-time and part-time employees as equitably as possible taking into account an employee's availability. In the event that available employees have been assigned hours in an equitable manner, additional hours will be offered commencing with the most senior employee.

Pertaining to call-in's and replacements (vacations and statutory holidays) permanent part-time and part-time staff must be available to work all units or work routines and all shifts.

e) Student Employees:

The hours of work for students shall be in accordance to Article **2.02** e) of this Collective Agreement.

The Employer shall be permitted to schedule students in shifts of less than four **(4)** hours in any classifications.

When scheduling work hours for student employees the Employer shall take into consideration the student school schedule which shall be submitted by the student employee to the Employer in advance of the work schedule being posted.

15.02 Every Other Weekend Off – Full-Time **Employees/Preferred** Part-Time **Employees/Permanent** Part-Time Employees:

a) The Employer will schedule every other weekend off for Full-Time, Preferred Part-Time and Permanent Part-Time employees.

Permanent Part-Time employees as defined in Article 2 02 c) may be excused from this Article if they present to the Human Resource Scheduler a letter expressing their desire to work weekends on a more frequent basis than stated. They may also withdraw such a letter by giving the Human Resource Scheduler a letter stating their desire to revert to every other weekend off.

Every Third Weekend **Off** – Part-Time Employees:

- b) The Employer will schedule every third weekend off for Part-Time employees.

For purposes of clarity for Article 15.02, it is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday or at 2400 hours Friday and end at 2400 hours Sunday, as appropriate.

15.03 **No More Than Six Consecutive Days:**

Unless mutually agreed to do otherwise between the Employer and the employee no employee shall be scheduled to work more than six (**6**) consecutive days without a day off, but days off (excluding every second (**2nd**) weekend off) may be non-consecutive. Where an employee does work more than six (6) consecutive shifts, pay for the seventh (**7th**) and subsequent shifts worked without a day off shall be at the rate of one and one-half (**1 ½**) times the employee's regular hourly rate.

15.04 **Forty-Eight Hours Notice:**

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

15.05 **Call-Back:**

When an emergency arises after an employee has left the Employer following completion of their regular shift and the employee is required by the Employer to return to the Employer to perform emergency duties before their next scheduled shift commences, then the employee will be paid at time and one-half (**1 ½**) for all hours worked with a minimum pay of three (**3**) hours at time and one-half (**1 ½**).

15.06 **Breaks:**

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

- a) Employees who are paid for a seven (7) or more hour work day shall receive one (1) fifteen (**15**) minute paid rest period in each half (**1/2**) of the seven (7) hour work shift;
- b) Employees, excluding student employees, who are paid for a work day consisting of a shift of four (4) hours or more and up to but not including (7) hours shall receive one (1) fifteen minute paid rest period;
- c) Student employees who are paid for a work day consisting of a shift of five (5) hours or more and up to but not including (7) hours shall receive one (1) fifteen minute paid rest period;
- d) The time for each rest period for each employee will be determined by her/his Supervisor.

15.07 **Pay Cheques:**

Employees shall be paid by direct deposit **on a bi-weekly** basis on Thursdays' to a financial institution of their choice.

15.08 **Shift Differential:**

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

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

15.09 **Call-In:**

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

15.10 **Double Shifts:**

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

15.11 **No Pyramiding:**

An employee working overtime shall be paid overtime based on the employee's regular hourly rate of pay. Shift differential, if any, as outlined in Article 15.08 shall not be added to the employee's regular hourly rate of pay prior to the calculation of overtime.

15.12 **Shift Schedule:**

A full-time employee who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. Part-time employees scheduled to work less than seven and a half (7 ½) hours will receive a pro-rated amount of reporting pay, such pro-rated amount to be not less than two (2) hours' pay. The employee may be required to perform any duties assigned by the Employer that they are capable of performing, if their regular duties are not available.

15.13 **Christmas or New Years - Full-time:**

- a) The Employer shall schedule each employee off for four (4) consecutive days at either Christmas or New Year's.

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

Clarity Note:

For purposes of clarity days off for employees on the midnight shift shall include December 24th and December 25th.

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

The Employer shall endeavour to schedule each part-time employee off on either Christmas or New Year's Day for two (2) consecutive days. The days will be either December 25th and December 26th or December 31st and January 1st. The days will alternate each year.

Where it is not possible to provide such time off for all part-time employees, then the time off will be provided on the basis of seniority.

Clarity Note:

For purposes of clarity days off for employees on the midnight shift shall be either December 24th or December 25th.

ARTICLE 16 - BENEFIT PROGRAMS

16.01 The Employer will contribute as follows:

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

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

b) **Preferred Part-Time, Permanent Part-Time and Part-Time Employees:**

Preferred Part-Time, Permanent Part-Time and Part-Time employees shall receive, in lieu of all fringe benefits (being those benefits paid to an employee, paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, jury and witness duty and bereavement pay) an amount equal to fourteen (14) percent of their regular straight time hourly rate for all straight time hours paid.

The percentage in lieu payment shall be reduced by the amount of the Employer's pension contribution for any employee who is in, or comes to be in, the Employer's pension plan (Ontario Municipal Employee's Retirement System).

16.02 Change of Carrier:

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

ARTICLE 17 - UNIFORMS

- 17.01** The Employer shall provide a uniform allowance of sixty (60) dollars per year to each employee who is required by the Employer to wear a uniform. Such allowance shall be provided on the basis of thirty (30) dollars April 1st and thirty (30) dollars October 1st in each year.
- 17.02** Maintenance employees, upon proof of purchase, will be given fifty (50) dollars yearly in October for safety shoe allowance, where safety shoes are required.

ARTICLE 18 - SENIORITY**18.01 Seniority List:**

A seniority list shall be established for all employees covered by this Collective Agreement who have completed their probationary period. The seniority list for the previous calendar year will be posted by February 15th. A copy of this list will be provided to the Union.

Preferred Part-Time, Permanent Part-Time and Part-time employees' seniority will be calculated on the basis of hours worked from the date of last hire (except as noted in Article 18.03 c).

18.02 Loss of Seniority:

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

- a) resign;
- b) is discharged and not reinstated through the grievance/arbitration procedure;
- c) is retired;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- e) has been laid off for twenty-four (24) months;
- f) is laid off and fails to return to work within fourteen (14) calendar days after the employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer.

18.03 Probationary Period:

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

On completion of the probationary period, seniority shall commence from the day on which the full-time employee started employment and, in the case of preferred part-time and permanent part-time, part-time employees, seniority shall be calculated in accordance with Article 18.01.

Probationary employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge. Probationary employees shall not be entitled to apply for any other postings other than their current classification for the first six (6) months of employment or three hundred and seventy-five (375) hours whichever occurs first.

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

b) Preferred Part-Time/Permanent Part-Time/Part-Time to Full-Time:

Preferred part-time, permanent part-time and part-time employees who transfer to full-time employment shall receive credit for all hours worked as a preferred part-time, permanent part-time and part-time employee for purposes of establishing full-time seniority and whether the start or after three (3) months rate is applicable. (For pay rate, progression must be in the same category).

c) Full-Time to Preferred Part-Time/Permanent Part-Time/Part-Time:

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

Notice of the employees' decision to redeem sick-leave credits must be forwarded to the Human Resource Specialist in writing within six (6) months of transfer from full-time to preferred part-time, permanent part-time or part-time.

Sick leave credits vested with the Employer shall not accrue in value, but shall retain a value in accord with the rate of pay in effect at the time of transfer from full-time and shall be available for fifty (50) percent cash-out-provisions in accordance with Article 12.08.

Should the preferred part-time, permanent part-time or part-time employee return to a full-time position, the value of the vested sick leave shall be divided by the existing full-time wage to determine the number of days of sick-leave credit that will be reinstated. Should an employee return to full-time, any new sick leave accrued will not be eligible for pay-out under Article 12.08.

18.04 Position Outside of Collective Agreement:

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

18.05 Promotion to Another Position Within Bargaining Unit:

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

18.06 Pay During **Temporary** Transfer When Requested by Employer:

When an employee is temporarily assigned to and performs the principal duties of a higher paying classification she/he shall receive the next higher rate of pay than their former rate.

When an employee is temporarily assigned to a lower paying classification she/he shall continue to receive their current rate.

18.07 Requested Transfer to Lower Classification:

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

- a) if qualified to carry out the duties and responsibilities of the position to which transferred without further training except orientation, the salary rate in the lower classification immediately below the employee's rate in the higher classification;
- b) failing replacement under (a) above, the employee shall receive the "after three (3) month" rate in the lower classification.

ARTICLE 19 - PROMOTIONS AND TRANSFERS

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

19.02 The Employer shall post every preferred part-time, permanent part-time, part-time and full-time vacancy and shall post temporary preferred part-time, temporary permanent part-time, temporary part-time and full-time vacancies where the duration of the vacancy is expected to exceed eight (8) weeks. The posting shall be for a period of seven (7) calendar days. A copy of the posting shall be sent to the Secretary of the Union.

The posting shall contain the location of the position, the nature of the position, the required ability and skills, knowledge and education, the wage rate and the normal hours of work.

19.03 The successful applicant shall be allowed a trial period of up to thirty (30) working days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without **loss** of seniority. The vacancy resulting from the initial posting may be filled on a temporary basis until the trial period is completed.

19.04 The Employer will post up to three (3) additional vacancies that occur as a result of the filling of an original vacancy.

19.05 **Job Postings:**

The original posting and subsequent postings will be numbered as follows:

Original	-	(year) - 1
Subsequent# 1	-	(year) - 1/A
Subsequent# 2	-	(year) - 1/B
Subsequent# 3	-	(year) - 1/C

A subsequent posting is defined as the position left vacant due to a position being filled.

If there are any positions that have forty (40) or more regularly scheduled hours in a bi-weekly period that are not filled as a result of this process it will begin the posting process over again in the same manner as an original posting.

Positions which are under forty (**40**) regularly scheduled hours in a bi-weekly period that are not filled by this process will then be posted as an open position and will be filled on a first come basis.

19.06 The actual physical filling of vacancies may or may not be delayed until all moves are determined.

19.07 The Employer may temporarily fill a vacancy with bargaining unit employees until the posting procedures have been completed.

19.08 If no applications are received from within the bargaining unit the Employer has the right to hire as they so determine.

19.09 **Student Employees:**

Student employees may only apply for and be awarded available student positions.

In the event that a student employee is no longer enrolled in a school program on a full-time basis, the Student employee will have a three (3) month period during which she/he may apply for any available positions for which she/he is qualified under the terms of this Collective Agreement. Thereafter, the student must resign from the student position or be terminated from employment by reason of no longer meeting the definition as a Student employee.

19.10 **Temporary Transfers**

The Employer recognizes that it is the right of every employee in accordance to Article 19.03, unless otherwise excluded by this Collective Agreement, to apply for and be awarded any position for which she/he is the senior applicant and able to meet the normal requirements of the **job** posted.

When a temporary position is completed an employee filling the temporary position will be returned to her/his permanent position.

An employee filling a temporary position shall have the right at three (3) month intervals to return to her/his permanent position.

Any subsequent postings of temporary vacancies shall be posted where the remaining duration of the temporary vacancy is expected to exceed eight (8) weeks.

An employee shall only be entitled to hold one (1) permanent position and one (1) temporary position at any one time.

ARTICLE 20 - LAY OFF AND RECALL

20.01 a) Lay Off and Recall:

This article shall apply to full-time and preferred part-time, permanent part-time and part-time employees only.

b) Definition:

A lay off shall be defined as:

Full-time Employee:

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

Preferred Part-Time, Permanent Part-Time and Part-Time Employee:

An elimination of a position.

20.02 Event of a Lay Off

In the event of lay off as defined in Article 20.01 above the Employer shall lay off those employee(s) whose position(s) are directly affected, provided that there remain on the job employees who then have the ability to perform the work. An employee who is subject to lay off shall have the right to either:

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

20.03 Recall:

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

The Employer shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on the second (2nd) day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

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

20.05 **Employee Recalled to Different Classification:**

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

20.06 **No New Employees:**

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

20.07 **Preference for Temporary Vacancies:**

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

20.08 **Lay Off of a Permanent or Long-Term Nature:**

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

- a) provide the Union with no less than thirty (30) calendar days' notice of such lay-off; and
- b) meet with the Union to review the following:
 - i) the reason causing the lay-off;
 - ii) the service the Employer will undertake after the lay-off;
 - iii) the method of implementation including the areas of cutback and employees to be laid off.

20.09 **Bed Cut-Back or Cut-Back In Service:**

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

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

20.10 Benefits While on Lay-off

The following clause is applicable to full-time employees only

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

20.11 Student Employees:**Lay Off Rights:**

A student shall only have the right to displace another student employee who has lesser bargaining unit seniority if the student originally subject to lay off can perform the duties of the available work of another student employee without training other than orientation. Such student employee so displaced shall be laid off.

Recall Rights:

Any student employee shall have opportunity of recall from lay off to another student position available opening, in order of seniority, provided they have the ability to perform the work.

ARTICLE 21 -RETIREMENT

21.01.1 The pension plan for the Employer shall be the Ontario Municipal Retirement System.

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

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

22.02 Singular or Masculine:

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

22.03 Rights:

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

22.04 Correspondence:

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

22.05 Technological Change or Mechanization:

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

22.06 Work of the Bargaining Unit:

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

22.07 Contracting **Out Of** Work:

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

22.08 Printing of Collective Agreement:

The Union and the Employer agree to cost share (50/50) the cost of the printing and the distribution of the Collective Agreement.

ARTICLE 23 -JOB CLASSIFICATIONAND WAGE RATE

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

23.02 **New Classification(s):**

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

23.03 **Substantial Change to Existing Classification:**

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

23.04 **In-Service Education:**

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

ARTICLE 24 - TERMINATION AND AMENDMENT

24.01 This Collective Agreement shall continue in full force and effect up to and including December 31, 2004 and shall continue in force from year to year thereafter unless written notice is given by either party within the period of ninety (90) days prior to December 31, 2004.

Dated this 16 Day of Aug, 2001.

FOR THE EMPLOYER

Carson Hammons

Joni Richer

Kathy I d

FOR THE UNION

Shirley [Signature]

Jose [Signature]

David [Signature]

~~_____~~

Boyd

Arlene Lee

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

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

Dated this 16 day of August, 2001.

FOR THE EMPLOYER

Dorson Hammons
Lori Richey
Kathy Muecke

FOR THE UNION

Shaughnessy
Pauline
~~_____~~
~~_____~~
Boyd
David MacLennan
Arlene Lee

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

Re: Thirty (30) Day Trial Period Article 19.03

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

Dated this 16 day of August, 2001.

FOR THE EMPLOYER

Deborah Hammons
Lori Richey
Kathy McCracken

FOR THE UNION

Shaughnessy
Ann Lyons
~~_____~~
~~_____~~
Doyle
Dawn MacCormack
Arlene Lee

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

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

Dated this 16 day of August, 2001.

FOR THE EMPLOYER

Deborah Hutchinson

Joie Richey

Kathy Menden

FOR THE UNION

Shirley M. [Signature]

Rose [Signature]

~~_____

_____~~

Doyle
David MacCormack
Arlene Lee

LETTER OF AGREEMENT

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 131

The parties agree to the following:

Re: Article **12.08** – Sick Leave Payout

The parties agree that up to and including October 18, 2001 that employees may elect to receive on a pro-rated basis a seventy-five (75) percent pay out of their current cash value of accumulated sick leave.

This pay out may be considered as a Lump Sum Payment and can be deposited directly into a RRSP without tax deducted from source.

Signed and dated this 16 day of August 2001.

FOR THE EMPLOYER

Donna Hammons
Joni Richey
Kathy Mearles

FOR THE UNION

Shaughnessy
Guarino
~~_____~~
Doyle
Dawn MacKinnon
Arline Lee

LETTER **OF** UNDERSTANDING

between

FAIRHAVEN

and

CANADIAN UNION **OF** PUBLIC EMPLOYEES
and its LOCAL 131

Notwithstanding the provisions of the Collective Agreement, the parties hereby agree to the following:

A. Conversion of temporary full-time positions to full-time positions:

<u>Shift</u>	<u>Unit/Department</u>	<u>Classification</u>
0700 – 1500	Westview D	RPN
0700 – 1500	RSSCU	Health Care Aide
0700 – 1500	Riverside	RPN
0700 – 1500	Garden Court	RPN
1500 – 2300	RSSCU	Health Care Aide

B. Conversion of part-time positions to full-time positions:

<u>Shift</u>	<u>Unit/Department</u>	<u>Classification</u>
1500 – 2300	Hillcrest B	RPN
1500 – 2300	Hillcrest A	RPN
1500 – 2300	Riverside	RPN
1500 – 2300	Garden Court	RPN
2300 – 0700	WD/WF/GC	RPN
2300 – 0700	Riverside/Hillcrest	RPN
0930 – 1730	Res. Prog.	Recreationist
0600 – 1400	Nutrition Services	Nourishment Aide

RSSCU

C. Revision of Employee Definitions:

(a) Full-time Employee:

A person who is employed on a full-time basis.

(b) Preferred part-time Employee:

A person who is employed to work regularly scheduled shifts consisting of 55-60 hours in a bi-weekly period.

The Employer will endeavour to schedule the shifts in a consistent manner.

A preferred part-time employee shall not be required nor shall elect to work additional shifts.

(c) Permanent Part-time Employee:

A person who is regularly employed to work scheduled shifts up to sixty (60) hours in a bi-weekly period.

A permanent part-time employee may be assigned or may elect to work additional hours.

(d) Part-time Employee:

A person who is employed for not more than sixty (60) hours in a bi-weekly period. A part-time employee shall be assigned hours in accordance with Article 15.01 (e) of this Collective Agreement.

(e) Permanent part-time and part-time employees must be available to work all units or work routines and all shifts for call-ins and replacements (vacations and Statutory holidays).

D. implementation of Preferred and Permanent Part-time Positions:

The Employer agrees to implement the following seventeen (17) preferred part-time positions that will be posted in accordance to Article 20 of the Collective Agreement and the posting provisions stated below.

<u>Unit</u>	<u>Shift Hours</u>	<u>Shifts</u>	<u>Total Hours</u>
Riverside	0700 – 1400	6.5 9	59.5
Riverside	1500 – 2100	5.5 10	55
Riverside	1500 – 2200	6.5 9	59.5
Westview D	0700 – 1300	5.5 10	55
Westview F	0630 – 1330	6.5 9	59.5
Westview F	1400 – 2000	5.5 10	55
Garden Crt.	0700 – 1400	6.5 9	59.5
Garden Crt.	0700 – 1300	5.5 10	55
Garden Crt.	1500 – 2100	5.5 10	55
Garden Crt.	0700 – 1500	7.5 8	60
Garden Crt.	1500 – 2300	7.5 8	60
RRSCU	0600 – 1200	5.5 10	55
Hillcrest A	0700 – 1400	6.5 9	59.5
Hillcrest A	1500 – 2200	6.5 9	59.5
RS/HS	0730 – 1430	6.5 9	58.5 Res.P
WF/GC	0800 – 1400	5.5 10	55 Res.P
Westview D	0730 – 1500	7.0 2	
	0800 – 1500	6.5 10	59.5 Res.P

The Employer agrees to implement twenty-three (23) permanent part-time positions that will be posted in accordance to Article 20 of the Collective Agreement and posting provisions stated below.

Riverside	0600 – 1000	4	10	40
Hillcrest A	0700 – 1100	4	10	40
Garden Crt.	1600 – 2100	4.5	10	45
Hillcrest A	0530 – 1000	4.5	10	45
Garden Crt.	1500 – 2030	5	9	45
RSSCU	1600 – 2130	5	9	45
Garden Crt.	0700 – 1300			
Garden Crt.	0700 – 1400			
Garden Crt.	0600 – 1400			
Garden Crt.	0700 – 1500			
Garden Crt.	1500 – 2030			
Garden Crt.	1500 – 2100			
Garden Crt.	1500 – 2100			
Cook 1	0600 – 1400			
Cook 2	1000 – 1800			
Cook 1	1215 – 2015			
Nourish	0600 – 1400			
Wait. FA	0600 – 1400			
Wait. FB	0600 – 1400			
Wait. FC	0600 – 1400			
Wait. FD	0600 – 1400			
Wait. FD	1200 – 2000			
Dish. F5	0615 – 1415			
Dish. F6	0745 – 1545			

E. Conditions of the Implementation of Preferred and Permanent Part-Time Positions:

The parties agree that the following conditions must be in effect and will guide the implementation process.

1. That the posting provisions of Article 20 of the Collective Agreement will be in effect where applicable.
2. That during the course of or as a result of the implementation of the above positions no employee will be deemed to be in a state of layoff as per the provisions of Article 19 of the Collective Agreement.
3. That the posting process and implementation of the positions will be on an incremental and sequential manner beginning with full-time, preferred and permanent part-time.
4. That the implementation will be done "on paper" before any actual changes take place.
5. That following the implementation there will be a twelve (12) month trial basis during which time the Employer reserves the right to revise or modify the number of preferred and permanent part-time shifts. It also reserves the right to revise and modify the hours of work of the preferred and permanent part-time shifts within the scope of the definitions stated above.

Before any revisions or modifications take place, the Employer agrees to meet with the Union to inform the Union of the changes.

Signed and dated this 16 day of October 1999.

FOR THE EMPLOYER

Dorson Hammans

Sori Richey

Kathy Mauck

FOR THE UNION

Chaudhry

~~[Signature]~~

[Signature]
David McElmann
Calene Lee

LETTER OF AGREEMENT

between

FAIRHAVEN

and

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131

Re: Article 15.03

Notwithstanding Article 15.03 of the Collective Agreement the parties agree that employees working the 23:00 hours to 0700 hour shift and the 24:00 hours to 0800 hours shift in the Nursing Department shall work a schedule including seven (7) consecutive days and Article 15.03 will not apply.

Dated and agreed to this 16 day of August, 2001.

For the Employer

For the Union

Walter Hammins
Lori Richey
Kathy McEachern

Broughmeyer
Rae Coors
~~_____~~
Ed Doyle
David MacLennan
Arlene Lee

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

Re: "Weekend Only" Positions

The parties hereby agree to the following terms and conditions on a trial basis in order to create positions to be known as Weekend Only Positions:

1. In order to commence this trial the parties agree to create Weekend Only Positions. Such positions shall be posted in accordance to Article 19.
2. Employees hired into Weekend Only Positions shall only be entitled to be scheduled and receive call-ins for available weekend work.
3. Employees hired into Weekend Only Positions shall be entitled to all rights and privileges outlined in this Collective Agreement including Schedule "A" with the exception of Article 15.02.
4. Either party may notify the other party that they wish to cease the agreement to this Letter of Understanding and all affected Weekend Only Positions shall receive the appropriate notice as outlined in Article 20 within ninety (90) days of the notification to cease.
5. This trial basis shall be for a period of time up to and including July 31, 2002. The parties shall then meet to determine the success of the Weekend Only Position. If the Weekend Only Position is not confirmed by both parties then either party may notify the other party that they wish to cease their agreement to this Letter of Understanding and all affected Weekend Only Positions shall receive the appropriate notice as outlined in Article 20.

Dated this 16 day of August, 2001.

For the Employer

Dwight Hammons
Joji Richey
Kathy Madden

For the Union

[Signature]
~~_____~~
~~_____~~
[Signature]
David MacLennan
Arlene Lee

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

.Re: Internal Equity Plan

The parties agree that prior to the expiration of the Collective Agreement the parties will discuss the feasibility of implementing an Internal Equity Plan.

Any agreement reached between the parties that amend this Collective Agreement will be subject to the ratification of the parties.

Dated this 16 day of August, 2001.

For the Employer

Carole Himmels
Joni Richey
Kathy McEwen

For the Union

Shaughnessy
Don Lewis
~~_____~~
~~_____~~
Debra
Debra Maderna
Arline Lee

LETTER OF AGREEMENT

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

The parties agree that the following Letter of Agreement will form part of the Collective Agreement up to and including December 31, 2004. The Letter of Agreement will not be part of the replacement Collective Agreement unless agreement is reached to do so between the parties:

Article 16 – Benefit Programs:

The Employer shall continue payment for the following benefits for full-time employees from the date an employee is in receipt of an unreduced pension through the Ontario Municipal Employees Retirement System (OMERS) for a maximum period of ten (10) years provided that the employee has worked for the Employer for a minimum of fifteen (15) years:

- a) Group insurance, an amount equal to one hundred (100) percent of the premium applicable to the subscribing employee.
- b) Extended Health Care Plan, ten/twenty (10/20) dollars deductible, one hundred (100) percent of the premium cost applicable to the subscribing employee.
- c) Semi-private Blue Cross or equivalent, seventy-five (75) percent of the applicable premium Employer paid, twenty-five (25) percent retiree paid.
- d) Vision Care, one hundred and twenty (120) dollars in twenty-four (24) months and Hearing Aid, two hundred and fifty (250) dollars lifetime, seventy-five (75) percent Employer paid, twenty-five (25) percent retiree paid.

As well as the above, the Employer shall provide as an option to the retiree the dental plan known as Blue Cross or equivalent Dental Care Plan # 9 (current ODA fee schedule) provided the retiree pays one hundred (100) percent of the cost of the premium to carry this benefit.

Following the ten (10) year period, the retiree may request continued coverage, at their own expense. It is the responsibility of the retiree to keep the Employer informed of their current address and to submit such a request.

The Employer's premium assistance may stop or be reduced if any government premium assistance is available, and the employee shall make the necessary application for such assistance.

Dated this 16 day of August, 2001.

For the Employer

Donna Hammonds
Joni Richey
Kathy MacLellan

For the Union

Shirley...
...
Boyle

Arlene Lee
David MacLellan

LETTER OF UNDERSTANDING

between

FAIRHAVEN

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 131**

Re: Article 16 – Benefits Committee

The parties agree to form a Benefits Committee which will consist of two (2) representatives of the Union, of which one (1) will be an employee in receipt of the benefit outlined in Article 16.01 b), and two (2) Employer representatives. The Employer will ensure that the carrier of the existing benefit package will act as an adviser to all representatives of the Committee. The parties agree that a representative of the City of Peterborough shall be entitled to form part of the Benefits Committee.

The Benefits Committee will conclude its mandate by no later than June 30, 2002. The Benefits Committee will submit its recommendations, if any, to the Executive of the Union and the Committee of Management at a joint meeting.

The Benefits Committee will review the benefit package as outlined in Article 16 with a goal of improving the overall benefit package given to full-time employees and recognizing that any cost savings will be advantageous to the Home.

The Benefits Committee will also review the feasibility of amending Article 16.01 b) from a Percentage in Lieu Plan to a benefit package for employees presently receiving the percentage in lieu payment.

Any agreement of the parties that will amend or alter the existing terms of the Collective Agreement will be subject to ratification as follows:

1. Ratification by the Employer.
2. Changes to Article 16.01 of the Collective Agreement will be subject to ratification by the full-time employees.
3. Changes to Article 16.01 b) of the Collective Agreement will be subject to ratification by the employees in receipt of the benefit as outlined in Article 16.01 b).

The parties agree to meet through the Labour Management Committee to finalize and mutually agree on Terms of Reference for the Benefits Committee.

Dated this 16 day of August, 2001.

For the Employer

Quinn Hummons
Dorj Richey
Kathy MacLellan

For the Union

Shaughnessy
~~*[Signature]*~~
~~*[Signature]*~~
Artlene Lee
Quinn MacLellan

Schedule "A" Hourly Rates

Classification	As of July 1, 2001			As of Jan. 1, 2002			As of Jan. 1, 2003			As of Jan. 1, 2004		
	Start	Interim 489 Hrs	Max 1950 Hrs	Start	Interim 489 Hrs	Max 1950 Hrs	Start	Interim 489 Hrs	Max 1950 Hrs	Start	Interim 489 Hrs	Max 1950 Hrs
Activationist	13.61	13.98	14.32	14.02	14.40	14.75	14.44	14.84	15.19	14.87	15.28	15.65
Cook I	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Cook II	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Dietary Aide	13.61	13.98	14.32	14.02	14.40	14.75	14.44	14.84	15.19	14.87	15.28	15.65
Engineer	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Engineer Lead Hand/Maintenance	18.34	18.67	19.01	18.89	19.23	19.58	19.46	19.80	20.17	20.04	20.40	20.78
Engineer/Maintenance Mechanic	17.24	17.52	17.84	17.76	18.05	18.37	18.29	18.59	18.93	18.84	19.15	19.49
General Accounting Clerk	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Health Care Aide / Personal Support Worker	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Housekeeper	13.61	13.98	14.32	14.02	14.40	14.75	14.44	14.84	15.19	14.87	15.28	15.65
Human Resource Scheduler	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Information Services Clerk	13.61	13.98	14.32	14.02	14.40	14.75	14.44	14.84	15.19	14.87	15.28	15.65
Information Services Receptionist	9.62	10.34	11.08	9.91	10.65	11.41	10.20	10.97	11.75	10.51	11.30	12.10
Linen Attendant	13.61	13.98	14.32	14.02	14.40	14.75	14.44	14.84	15.19	14.87	15.28	15.65
Recreational Planner	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Registered Practical Nurse	18.34	18.67	19.01	18.89	19.23	19.58	19.46	19.80	20.17	20.04	20.40	20.78
Resident Program Leader	14.69	15.08	15.43	15.13	15.53	15.90	15.58	15.99	16.37	16.05	16.47	16.86
Resident Trust Co-ordinator	17.24	17.52	17.84	17.76	18.05	18.37	18.29	18.59	18.93	18.84	19.15	19.49
Unit Attendant	9.62	10.34	11.08	9.91	10.65	11.41	10.20	10.97	11.75	10.51	11.30	12.10

Probation Period:

Full Time = Fifty (50) days of service

Preferred Part--Time, Permanent Part-Time and Part-time= 375 hours of service

STUDENT RATES Classification	As of July 1, 2001			As of Jan. 1, 2002			As of Jan. 1, 2003			As of Jan. 1, 2004		
	Start	Interim 489 Hrs	Max 1950 Hrs	Start	Interim 489 Hrs	Max 1950 Hrs	Start	Interim 489 Hrs	Max 1950 Hrs	Start	Interim 489 Hrs	Max 1950 Hrs
Dietary Aide Student	10.21	10.49	10.74	10.51	10.80	11.06	10.83	11.13	11.39	11.15	11.46	11.74
Health Care Aide Student	11.02	11.31	11.57	11.35	11.65	11.92	11.69	12.00	12.28	12.04	12.36	12.65
Housekeeping Student	10.21	10.49	10.74	10.51	10.80	11.06	10.83	11.13	11.39	11.15	11.46	11.74
Information Services Student	7.21	7.76	8.31	7.43	7.99	8.56	7.65	8.23	8.81	7.89	8.48	9.08
Registered Practical Nurse Student	13.75	14.00	14.26	14.17	14.42	14.69	14.59	14.85	15.13	15.03	15.30	15.58

Schedule "B" Hourly Rates - Pay Equity Red Circled Rates

Classification	As of July 1, 2001			As of Jan. 1, 2002			As of Jan. 1, 2003			As of Jan. 1, 2004		
	Start	Interm 489 Hrs	Max 1950 Hrs	Start	Interm 489 Hrs	Max 1950 Hrs	Start	Interm 489 Hrs	Max 1950 Hrs	Start	Interm 489 Hrs	Max 1950 Hrs
Activationist	14.67	15.05	15.41	15.08	15.47	15.84	15.50	15.91	16.28	15.93	16.35	16.74
Information Services Clerk	14.22	14.58	14.96	14.63	15.00	15.39	15.05	15.44	15.83	15.48	15.88	16.29
Laundry Operator	13.79	14.13	14.51	14.20	14.55	14.94	14.62	14.99	15.38	15.05	15.43	15.84
Unit Attendant	10.00	10.40	11.08	10.28	10.71	11.41	10.58	11.03	11.75	10.89	11.36	12.10

- Temporary department transfers of red-circled employees will not affect the job rate of the permanent position upon return to the permanent position.
- Red-circled employees who transfer within their classification will not have their job rate affected
- Any new hires or transfers after July 1, 2001 will be paid the wages stated on Schedule A

The following people are in red circled positions as of July 1st, 2001 and will be paid the above rates.

Rita Allen	Information Services Clerk	Mary Howard	Unit Attendant
Betty Freemantle	Laundry Operator	Debbie Minnema	Unit Attendant
Darlene Johnston	Laundry Operator	Jennifer Mitchell	Unit Attendant
Michelle Mathewson	Activationist	Gord Post	Unit Attendant
Donna Ardt	Activationist	Theresa Sheard	Unit Attendant
Maria Caravaggio	Activationist	Marlene Cummings	Unit Attendant
Michelle Hargreaves	Activationist	Minu Darling	Unit Attendant
Dianne Hartwick	Activationist	Dianne Johnson	Unit Attendant
Joanne Langstaff	Activationist	Sharon Millard	Unit Attendant
Rhonda Lusic	Activationist	Bonnie Robbins	Unit Attendant
Alison Payne	Activationist	Janette Stock	Unit Attendant
Cindy Staples	Activationist		
Ann Thomas	Activationist		
Gail Wasson	Activationist		
Rose Corkery	Activationist		
Leslie McMillan	Activationist		

CUPE

LOCAL
131

BYLAWS

Revised and approved by the General membership September 12, 2001.

YOU ARE THE UNION

A few "do's" and "don'ts" calculated to test the sincerity of WE who are the Union.

- DO** study the Constitution;
- DO** study the bylaws;
- DO** study the Agreement;
- DO** attend as many meetings as possible;
- DO** get acquainted with the Steward in your Department;
- DO** learn the difference between a legitimate grievance and a complaint whether such be frivolous or well founded;
- DO** memorize the Order of Business and follow it when attending meetings (when in doubt -- ask the guidance of the Chair);
- DO** think before **WE** vote!

- DON'T** talk Union business during working hours;
- DON'T** say "Why doesn't the Union....?" instead of "Why don't **WE**...?"
- DON'T** stay away from meetings and gripe about "unwise" decisions afterwards;
- DON'T** go "over the head" of our steward;
- DON'T** think that if things are not to our liking that there just isn't anything **WE** as an individual can do about it;
- DON'T** believe the Union is not vitally important to **US**. Next to **OUR** home and family. and **OUR** church, the Union is **OUR most important interest**;
- DON'T** hesitate to bring to the attention of the meeting **YOUR** problems, they are the Union's problems too;
- DON'T** leave this booklet at home, carry it at all times.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
1	NAME2
2	MEMBERSHIP MEETINGS2
3	EXECUTIVE MEETINGS2
4	SPECIAL MEETINGS2
5	OFFICERS3
6	PRESIDENT3
7	VICE-PRESIDENT4
8	RECORDING-SECRETARY5
9	SECRETARY-TREASURER6
10	TRUSTEES7
11	SERGEANT-AT-ARMS8
12	STEWARD9
13	NOMINATIONS, ELECTIONS AND INSTALLATION OF OFFICERS9
14	STANDING COMMITTEES11
15	LABOUR MANAGEMENT11
16	NEGOTIATING COMMITTEE11
17	GRIEVANCE COMMITTEE12
18	HEALTH & SAFETY COMMITTEE12
19	WSIB COMMITTEE12
20	DELEGATES TO SCHOOLS, CONVENTIONS AND CONFERENCES13
21	VOTING OF FUNDS13
22	ORDER OF BUSINESS14
23	INTERPRETATION14
24	AMENDMENTS & ALTERATIONS14
25	NON-PAYMENT OF DUES & ASSESSMENTS14
26	RULES OF ORDER15
27	SPECIAL RULE OF ORDER17

C.U.P.E LOCAL 131 - BYLAWS

SECTION 1 - NAME

The name of this organization shall be called Local 131 of the Canadian Union of Public Employees.

SECTION 2 - MEMBERSHIP MEETINGS

Regular meetings shall be held on the third Wednesday of each month at 7:00 p.m., with the exception of July, August and December, which shall be optional.

All meetings of the Local shall adjourn at 9:00 p.m. except as extended by the membership.

The executive shall have the authority for the transaction of regular business when there has been a suspension of regular monthly meetings. The executive shall report any such transactions completed at the first regular meeting.

A quorum for the transaction of business at any regular meeting shall consist of at least seven (7) members in good standing, including at least three (3) members of the duly elected officers.

SECTION 3 - EXECUTIVE MEETINGS

The Executive Board shall comprise of the President, Vice-president, Recording Secretary, Secretary-Treasurer, and any three (3) of these shall constitute a quorum for the purpose of Executive Board meetings. The Executive Board shall meet at least once every month.

It shall be the duty of the Executive Board to be the governing body of the Local between meetings. It shall take such action and render such decisions as may be necessary to carry out fully the decisions and instructions of the membership and to enforce the provisions contained in these by-laws.

The Executive Board shall consider all communications, bills, grievances, committee reports and motions or resolutions affecting the policy of the Local before being submitted to the members.

SECTION 4 - SPECIAL MEETINGS

Special meetings may be called by order of the Executive Board or by written request to the Recording-Secretary of fifteen (15) members in good standing, provided, however, that no business shall be transacted at such special meeting other than that for which the special meeting has been called.

A quorum for a special meeting called by the Executive Board shall consist of not less than twenty (20) members, including at least three (3) members of the duly elected officers.

A quorum for a special meeting called at the written request of fifteen (15) members shall consist of 2/3 of those signing, and at least three (3) members of the duly elected officers.

At least twenty-four (24) hours' written notice shall be given to the membership of all special meetings.

SECTION 5 - OFFICERS

- (a) The officers of the Local shall consist of a President, Vice-president, Recording-Secretary, Secretary-Treasurer, three (3) Trustees and Sergeants-at-Arms.

All officers shall be elected by the membership at the April election every other year.

- (b) The President, Vice-president, Secretary-Treasurer and Recording-Secretary, shall receive out-of-pocket expenses set by the membership, subject to review by the membership from time to time. Out of pocket expenses are meant to be token recognition's of the services of the officers and allowances are to recompense them in part for the time and personal resources spent in the service of the Local.

- | | |
|----------------|----------|
| (c) President | \$175.00 |
| Vice-president | \$140.00 |
| Sec.-Treasurer | \$120.00 |
| Rec.-Secretary | \$105.00 |

Out-of-pocket expenses shall be paid on the fifteenth (15th) of every month. The total amount of the out of pocket check will be as stated above. In addition CPP, EIC, Income Tax, and any other deductions required shall be directly remitted by the Secretary-Treasurer as necessary.

- (d) Should any officer fail to answer the roll call for three (3) consecutive regularly scheduled meetings without having submitted a reasonable excuse for such absence, the Office shall be declared vacant and the same filled by an election upon the recommendation of the Executive Committee at the following meeting.
- (e) No member shall hold more than one elected officer's position.

SECTION 6 - PRESIDENT

It shall be the duty of the President to:

1. preside at all meetings, and the Executive Board meetings;
2. preserve order and enforce the constitution and by-laws;
3. see that all officers perform their respective duties;
4. decide all questions of order, subject to appeal by a member to the Local, but he shall not vote on such appeal;
5. sign minutes of previous meeting and treasurer's report;
6. sign all orders on the Treasurer for such money as shall, by the constitution and by-laws or by vote of the Local, be ordered paid. Sign all cheques and drafts at the bank;

7. enforce all fines and penalties;
8. may recommend all committees not otherwise provided for, subject to the approval of the membership, and he shall appoint an interim officer or standing committee member in the case of a vacancy until such vacancy can be filled;
9. be a member ex-officio of all committees of the Local. However, he shall not be called Chairman unless duly elected by Committee in question;
10. attend all third-step grievances;
11. announce the results of all votes;
12. call special meetings when requested by members or Executives;
13. the President in office at the time of the national convention of the Canadian Union of Public Employees shall have the priority as delegate to the convention;
14. perform such other duties as the constitution and by-laws of the Local may require;
15. a sum not greater than \$25.00 per month for supplies and other necessary materials to assist in the day to day operations of the Local.

SECTION 7 - VICE-PRESIDENT

It shall be the duty of the Vice-president to:

1. in the absence of the President, preside and to perform all duties pertaining to the Office of the President;
2. render such assistance as may be required;
3. in the case of vacancy in the Office of President to act as President until the Local elects a President to fill a vacancy;
4. be an alternate co-signatory for all official documents and drafts on the treasury in the absence of the President or Secretary-Treasurer;
5. act as the Chief Steward or Chairperson of the Grievance Committee;
6. a sum not greater than \$25.00 per month for supplies and other necessary materials to assist in the day to day operations of the Local.

SECTION a - RECORDING-SECRETARY

It shall be the duty of the Recording-Secretary to:

1. keep full accurate and impartial accounts of the proceedings of all meetings and record all motions with the movers and seconders' names in the record or minute book of the Local;
2. record all alterations in the rules and by-laws by motion or amendments;
3. keep in a separate book all original written notices of motion, whether such notices of motion are amendments to the constitution or otherwise and shall have in his/her possession a master copy of the constitution and by-laws;
4. maintain the membership roster and attendance records at all meetings. At the end of all meetings they shall be signed by the President, Recording Secretary, and Sergeant-at-Arms and dated;
5. maintain a current and up-to-date list of members;
6. fulfil such other secretarial duties, which the Executive Board and/or the Local is legally entitled to order him/her to perform;
7. file a copy of all letters sent out and keep on file all communications and answer all correspondence;
8. prepare all circulars and notices fourteen-(14) days in advance for issuance to the members and pass same on to membership;
9. on termination of office shall surrender all books, seals and other properties of the Local to his/her successor;
10. employ such stenographic or other assistance as he/she finds necessary, subject to the approval of the President. Such assistance to be paid for out of Local funds;
11. a sum not greater than \$25.00 per month for supplies and other necessary materials to assist in the day to day operations of the Local.

SECTION 9 - SECRETARY-TREASURER

It shall be the duty of the Secretary-Treasurer:

1. receive all initiation fees, dues and assessments;
2. keep all financial accounts of the Local;
3. ensure monthly deposits have been made to the appropriate accounts;
4. prepare the necessary per capita tax forms and remit payment to the National Secretary-Treasurer by the last day of the following month;
5. prepare and sign all orders for payments;
6. record all transactions in a manner acceptable to the executive and all books must be open for inspection by the auditors or Trustees on reasonable notice, and shall be audited annually;
7. deposit promptly all money received in the name of the Local in a bank selected by the Local and shall pay no money except on voucher duly signed by President and Secretary-Treasurer. No voucher shall be required for payment of per capita tax to any organization to which the Local is affiliated;
8.
 - a) arrange all bookings of halls and rooms for meetings and conferences;
 - b) all payments from Local to be made by cheque only;
 - c) no blank cheques to be signed by the President, Secretary-Treasurer or Vice-President under any circumstances;
9. maintain correct and proper accounts of its members and ensure that all members have had union dues deducted. For this purpose a dues check-off list shall be maintained;
10. the Secretary-Treasurer shall be bonded in an amount of not less than ten thousand dollars (\$10,000.00);
11. on termination of office shall surrender all books and other properties of the Local to his/her successor;
12. \$50.00 maximum operating cost per month for stamps stationery and any other clerical supplies.
13. make a full financial report to meetings of the Local's Executive Board as well as a written financial report to each regular membership meeting, detailing all income and expenditures for the period.

14. It shall be the duty of the Secretary-Treasurer, with assistance as required, to dispense funds as following:

In the case of loss of:

Mother
Father

or any other person responsible for the upbringing of the member.

Daughter
Son
Spouse
Brother
Sister

Flowers or donations not to exceed \$50.00.

In the case of a Local member leaving employment, guidelines shall be as follows:

Employees shall receive ten (\$10.00) dollars for each year they have been a member of the Union, up to a maximum of \$200.00.

The secretary-treasurer shall report at every membership meeting.

SECTION 10 - TRUSTEES

At the biennial election of Officers, the Trustees shall be elected for a period of three, *two* and one year. Each year thereafter the Local shall elect one Trustee for a three year period or, in the case of vacations occurring, elect Trustees to fill only the unexpired terms in order to preserve overlapping terms of office.

It shall be the duty of the Trustees to.

1. act as an auditing committee on behalf of the members and audit the books and accounts of the Secretary-Treasurer, the recording Secretary and the standing Committees at least once every calendar year; [once a year is intended as a minimum only, some locals may, by majority vote, choose to increase this minimum requirement to more than once per year.
2. make a written report of their findings to the first membership meeting following the completion of each audit:
3. submit in writing to the President and Secretary-Treasurer any recommendations and/or concerns they feel should be reviewed in order to **ensure** that the local union's funds, records, and accounts are being maintained by the Secretary-Treasurer in an organized, correct and proper manner;

4. be responsible to ensure that monies are not paid out without proper constitutional or membership authorization;
5. ensure that proper financial reports are made to the membership;
6. audit the record of attendance;
7. inspect at least once a year any stocks, bonds, securities, office furniture and equipment, and titles or deeds to property that may at any time be owned by the Local, and report their findings to the membership;
8. send a copy of the completed audit report [on the prescribed form provided by the National Secretary-Treasurer], as well as a copy of their report to the Local Union membership along with a copy of their recommendations and/or concerns to the President and Secretary-Treasurer and Secretary-Treasurer's response, to the National Secretary-Treasurer of the Canadian Union of Public Employees, with a copy to the assigned servicing representative;

SECTION 11 - SERGEANT-AT-ARMS

It shall be the duty of the Sergeant-at-Arms to:

1. guard the inner door and admit no one but members in good standing, or officers and officials of CUPE, except on the order of the presiding officer and by consent of the members present;
2. use his/her discretion in permitting members to retire from meetings;
3. allow no one without a membership card to remain and shall obtain the names of all those awaiting initiation reporting such names to the presiding officer;
4. assist in maintaining the record of membership attendance at meetings of the Local on the official record kept in the charge of the Recording-Secretary;
5. perform such other duties as may be assigned from time to time.

SECTION 12 - STEWARDS

The Local will provide the Stewards to be elected from the Departments as follows:

- | | | |
|----|--|---|
| a) | Nursing Department | 6 |
| b) | Dietary Department | 1 |
| c) | Housekeeping Department, Laundry Department and Maintenance Department | 1 |
| d) | Resident Service | 1 |
| e) | Organisational Development | 1 |

Should any steward fail to answer the roll call for three (3) consecutive meetings without submitting a reasonable excuse, the office shall be declared vacant.

SECTION 13 - NOMINATIONS, ELECTIONS AND INSTALLATION OF OFFICERS

Nominations for all Elective Offices and Committees shall be received at the regular membership meeting held in the month of March, unless otherwise stated.

The Executive Board will provide written notice (on the bulletin board) that nominations will be held at the regular March membership meeting.

To be eligible for nomination to all elected offices, a member shall have attended at least fifty percent (50%) of the regular membership meetings held in the previous twelve-(12) months. In a case of a member working a letter must be submitted to the Sergeant-of-Arms prior to the membership meeting to be credited for attendance.

No nominations shall be accepted unless the member is in attendance at the meeting or has allowed to be filed at the meeting his/her consent in writing duly witnessed by another member.

No member shall be eligible for nomination if he/she is in arrears of dues and/or assessments.

No member may stand for more than one office.

Notice of candidates' standing shall be posted within five (5) days following the meeting.

Any nominee wishing to withdraw following the meeting shall make a written submission to the Recording-Secretary.

ELECTIONS

At the March membership meeting at least one month prior to election day the president shall, subject to the approval of the members present, appoint an elections committee consisting of a returning officer and assistants. The committee shall include members of the local who are not candidates for office. It shall have full responsibility for voting arrangements and shall treat information submitted to it in connection with its responsibilities as confidential.

The Returning Officer shall be responsible for issuing, collecting, and counting ballots. He/She must be fair and impartial and see that all arrangements are unquestionable democratic.

The Executive Board shall determine the form of the ballot and ensure that sufficient quantities are made available in good time to the Returning Officer. The voting shall take place on the day of the regular membership meeting in April.

The Officers and Executive Board members of the Local Union shall be elected by a majority of unspoiled ballots cast at a meeting of the local Union for which adequate notice has been given to all members or, where such arrangements are not practical and convenient by referendum voting so arranged as to enable all members to participate in elections.

A candidate must obtain a majority of votes cast, i.e. at least 50% plus 1, to be declared elected. When no candidate obtains a majority, the candidate receiving the fewest votes shall be dropped and second ballot taken. The process shall continue until one candidate has obtained a majority.

A majority of votes cast shall be required before any candidate can be declared elected, i.e. at least 50% plus 1, and second and subsequent ballots shall be taken, if necessary, to obtain a majority. On the second and subsequent ballots the candidate receiving the lowest number of votes in the previous ballot shall be dropped.

The Candidate with the highest number of votes will be declared the winner in each office.

In the case of a tie vote, the Presiding Officer shall cast the deciding ballot

When two (2) or more nominees are to be elected to any office each member voting shall be required to vote for the full number of candidates to be elected or the members ballot will be declared spoiled.

Any members may request a recount of the votes for any position and a recount shall be conducted if the request is supported, in a vote, by at least the number of members equal to the quorum for a membership meeting.

INSTALLATION OF OFFICERS:

All duly elected Officers shall be installed at the meeting at which elections are held and shall continue in office for a period of not less than one year nor more than two years except in the case of Trustees three years as per Article 10.

BY-ELECTIONS:

Should any office fall vacant pursuant to Section 5 (d) of these by-laws, or for any other reason, the resulting by-election should be conducted as closely as possible in conformity with this section.

SECTION 14 - STANDING COMMITTEES

The Standing Committees shall be as follows:

- a) Labour Management
- b) Negotiating
- c) Grievance
- d) Health and Safety
- e) WCB

- Each committee shall appoint its own chairperson.
- All committees shall be elected by the membership.
- All committees shall make their reports in writing to the Executive Board.
- Should any committee member fail to answer the roll call for three (3) consecutive membership meetings without submitting a reasonable excuse, the office shall be declared vacant.

SECTION 15 - LABOUR MANAGEMENT COMMITTEE

This committee will meet with the representatives of management in accordance with relevant articles of the Collective Agreement Representatives: President and 3 representatives

SECTION 16 - NEGOTIATING COMMITTEE

- a) prior to the expiry date of the Collective Agreement, a Negotiating Committee shall be established.
- b) the committee shall be elected by the membership, with the exception of the President, Vice President and the CUPE representative, three months prior to the expiry date of the Collective Agreement.
- c) this committee shall consist of President, Vice President, three elected employees [One part-time employee
- d) to be eligible for nomination, a member must have attended 4 of the 9 previous membership meetings held in the previous 12 months.

The duty of the committee shall be to: a) compile and maintain an accurate and up to date record of all issues pertinent to Local Negotiations; b) prepare a new proposed agreement and negotiate a collective agreement. The CUPE representative assigned shall be consulted at all stages from formulating proposals through negotiating to contract ratification by the membership whenever practically possible.

SECTION 17 - GRIEVANCE COMMITTEE

This Committee shall consist of the President, Chief Steward, and the Steward who presented the grievance or another steward.

The duty of this committee shall be to:

Process all grievances not settled at the initial stage and its reports shall be submitted first to the Executive Board with a copy to the CUPE representative and then to membership meetings.

Any decision to take grievances to Arbitration shall be recommended by the Executive Board and approved by the membership.

SECTION 18 - HEALTH AND SAFETY COMMITTEE

This committee shall consist of two (2) members.

The duty of this committee shall be to:

- a) Become acquainted with all existing legislations.
- b) Maintain health and safety of all persons entering the workplace.
- c) Act as a representative on behalf of the Local in meetings with management in their workplace.

SECTION 19 - WSIB COMMITTEE

This committee shall consist of two (2) members

The duty of this committee shall be to:

- a) Become acquainted with all existing legislations.
- b) Assist members with questions and claims as applicable
- c) Act as representative (1) member of committee in meetings with management on behalf of the Local.

SECTION 20 - DELEGATES TO SCHOOLS, CONVENTIONS AND CONFERENCES

Except as provided for in Section 6 (6:13) all delegates to the Conventions, Conferences, Schools and Meetings, Seminars or other official representation shall be elected by the membership.

Members wishing to stand as delegates to Conventions, Conferences, Schools and Meetings shall have attended three (3) out of six (6) regular membership meetings prior to the nominations to such convention, Conference, School and meetings, unless having submitted a reasonable excuse for such absence. Members attending such Conventions, Conferences, Schools and Meetings shall be in attendance at the regular membership meeting following the Conventions, Conferences, Schools and Meetings to make their reports to the membership, unless having submitted a reasonable excuse for such absence.

All paid delegates to the Conventions, Conferences, Schools and Meetings held outside the Peterborough area shall be paid Transportation expense of \$.40 per kilometre when using their own vehicle. Train, bus airlines and other transportation expenses to be used at the executives discretion.

Accommodation expenses, a per diem allowance of \$65.00 per day, for the National Convention \$75.00 per day, and any loss of salary for scheduled days necessitated by attendance at the function. Members shall be reimbursed for all work hours, directly from the employer.

Baby-sitting or childcare expenses incurred by a member, as a result of being an elected delegate to a convention, conference, school, or workshop or shall be reimbursed by the local. The maximum per paid per day will be \$20, when accompanied by a receipt.

Members elected to attend Conventions, Conferences, Schools and Meetings locally shall be paid any loss of salary and a per diem of \$25.00 per day. All paid delegates shall receive remuneration by cheque only.

To determine a leave of absence from work to attend union business shall be the decision of the executive.

Emergency convention expenses may be approved by the Executive subject to supportive vouchers being submitted and approval being received from members at a regular membership meeting.

SECTION 21 - VOTING OF FUNDS

Except for ordinary expenses and bills as approved by the General meeting, no sums over two hundred fifty dollars (\$250.00) shall be voted for the purpose of a grant or contribution to any member or any cause outside of the Local except by a notice of motion given in writing and dealt with at the following general meeting.

SECTION 22 - ORDER OF BUSINESS

- 1) Opening
- 2) Roll call of Officers
- 3) Voting of New Members and Initiation
- 4) Reading of Minutes of Previous Meeting
- 5) Secretary Treasurer's Report
- 6) Communications and Bills
- 7) Nominations, Elections or Installations
- 8) Executive Report
- 9) Committees Report
- 10) Unfinished Business
- 11) New Business
- 12) Good of the Union
- 13) Adjournment

SECTION 23 - INTERPRETATION

In these bylaws, masculine pronouns, whenever used, shall include female gender.

SECTION 24 - AMENDMENTS AND ALTERATIONS

These bylaws are always subordinate to the CUPE Constitution as it now exists or may be amended from time to time, and in the event of any conflict between these bylaws and the CUPE Constitution the latter shall govern. Constitutional interpretation, including determination of conflict, is the prerogative of the National President.

These bylaws shall not be amended, added to, or suspended except upon a majority vote of those present and voting at a regular or special membership meeting following seven days notice at a previous meeting or at least sixty days written notice.

No change in these bylaws shall be valid and take effect until approved by the National President of CUPE. The validity shall date from the letter of approval of the National President.

SECTION 25 - NON-PAYMENT OF DUES AND ASSESSMENTS

Any member in arrears for a period of three months or more shall be suspended and his suspension shall be reported to the Executive Board by the Secretary Treasurer. The Board shall report to the next membership meeting with a recommendation. Any member under suspension wishing to be reinstated shall, upon application, pay the remittance fee of Two Dollars (\$2.00) plus any dues and assessments in arrears. This money will be returned if the application for reinstatement is rejected.

SECTION 26 - RULES OF ORDER

- 1) The President, or in his/her absence, the Vice-president shall take the Chair at the time specified, at all regular and Special Meetings. In the absence of both the President and the Vice President, the Local shall choose a President pro tem.
- 2) The President shall state every question coming before the Local and before allowing debate thereon, and immediately before putting it to a vote, shall ask: "Is the Local ready for the question?" Should no member rise to speak, and the Local indicates readiness, the question shall then be put. After the President has risen, no member shall be permitted to speak upon it.
- 3) A motion to be entertained by the presiding Officer must be seconded and the mover, as well as the seconder, must rise and be recognized by the Chair.
- 4) A motion to amend, or amend an amendment, shall be in order **but** no motion to amend an amendment to an amendment shall be permitted. No amendment or amendment to an amendment shall be in order, which is a direct negative of the resolution.
- 5) On motion, the regular order of business may be suspended by a two-thirds vote of those present to deal with any urgent business.
- 6) All resolutions and motions other than those named in Rule 15, or to accept or adopt the report of a Committee, shall, if requested by the presiding officer, be presented in writing before being put to the local.
- 7) At the request of any member, and upon a majority vote of those present, a question may be divided when the sense will admit of it.
- 8) Any member having made a motion can withdraw it with consent of the seconder, but a motion once debated cannot be withdrawn except by a majority vote of those present.
- 9) When a member desires to speak on a question, or offers a motion, he shall rise in his place and respectfully address the presiding officer but shall not proceed further until recognized by the Chair, except to state that he rises to a point of order or on a question of privilege
- 10) When two or more members rise at the same time to speak, the presiding Officer shall decide which one is entitled to the floor.
- 11) Every member, while speaking, shall adhere to the question under debate, avoid all personal, indecorous, or offensive language, as well as any reflection on the Local or any member thereof.
- 12) If a member, while speaking, is called to order, he shall cease speaking until the point is determined, when, if decided in order, he may again proceed
- 13) No sectarian discussion shall be permitted in the meeting at any time

- 14) No member, except the Chairperson of a Committee or the mover or seconder of a resolution, shall speak more than five minutes at any one time or more than once on the same question until all members wishing to speak have had an opportunity to do so when he may be allowed to speak a second time by permission of the Chair.
- 15) The President shall take no part in debate while presiding, but may yield the Chair to the Vice President in order to speak on any question before the Local, or to introduce a new question.
- 16) The Presiding Officer shall have the same rights as other members to vote on any questions. In cases of a tie he may give a casting vote, or, if he chooses, refrain from voting in which case the motion does not prevail and the decision is in the negative.
- 17) When a question has been put no motion shall be in order except:
- 1) to adjourn
 - 2) the previous question
 - 3) to lay on the table
 - 4) to postpone for a definite time
 - 5) to refer
 - 6) to divide or amend, which motion shall have precedence in the order named.
- 18) A motion for the previous question, when regularly moved and seconded, shall be put in this form: "Shall the main question be now put?" If adopted, the President shall proceed to take the vote on the resolution and amendments thereto (if any) according to their priority. If an amendment or an amendment to an amendment is adopted, the original resolution as amended shall be put to the Local.
- 19) A motion to adjourn is in order except:
- 1) when a member has the floor;
 - 2) when members are voting.
- 20) A motion to adjourn having been put and lost shall not be in order again, if there is further business before the Local until fifteen minutes have elapsed.
- 21) Before the presiding officer declares the vote on a question, or after a vote has been declared lost or carried by acclamation, and before the Local proceeds to another order of business any member may ask for a division. A standing vote shall then be taken and the Secretary shall count same.
- 22) If any member wishes to challenge (appeal) a decision of the Chair he must do so at the time the decision is made. If the challenge is seconded, the member shall be asked to state briefly the basis for his challenge. The Chairperson shall immediately and without debate put the question: "Shall the decision of the Chair be sustained?" A majority vote shall decide except that in the event of a tie the Chair is sustained.

- 23) After a question has been decided any two members who have voted in the majority may at the same or next meeting move reconsideration thereof.
- 24) No member shall enter or leave a meeting during the Recording of the Minutes. Initiation of New Members, Installation of Officers, or the taking of a vote: and no member shall be allowed to leave without the permission of the Vice President.
- 25) All business done in the Local shall be strictly secret to all outside the Union.
- 26) All rules and proceedings of debates not herein provided for shall be as defined in the Constitution of the Canadian Union of Public Employees.

SECTION 27 - SPECIAL RULE OF ORDER

All meetings of the Local shall be conducted in accordance with the basic principles of Canadian Parliamentary Procedure.

Some of the more important rules to ensure free and fair debate are outlined under Section 20, Rules of Order.

In situations not covered under Section 20, the CUPE Constitution may provide guidance, but, if the situation is not dealt with there, Bourinot's Rules of Order shall be consulted and applied.

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Revised and approved by the General membership September 12, 2001.

SUMMARY OF BENEFITS

FAIRHAVEN HOME

C.U.P.E. MEMBERS

GROUP CONTRACT NUMBER: 14045

EFFECTIVE DATE: REFER TO MASTER CONTRACT

ELIGIBILITY PERIOD: As stipulated by your Employer.

ISSUED: March, 2000

SUMMARY OF BENEFITS

Benefits Underwritten By Liberty Mutual Insurance Company

EXTENDED HEALTH BENEFITS (EHB)

Single Deductible - \$10 per benefit year.

Family Deductible - \$20 per benefit year.

100% reimbursement of eligible charges in excess of the deductible amount.

Paramedical Services - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown above.

a) Clinical Psychologist:

- | | |
|--------------------------|--------------------------------------|
| First visit | - up to \$35 |
| Subsequent visits | - up to \$20 per hour |
| Maximum amount allowable | - \$200 per person per benefit year. |

b) Registered Masseur:

- | | |
|------------------------------|-----------------------------------|
| Per treatment | - up to \$7 |
| Maximum number of treatments | - 12 per person per benefit year. |

c) Speech Pathologist:

- | | |
|--------------------------|--------------------------------------|
| Maximum amount allowable | - \$200 per person per benefit year. |
|--------------------------|--------------------------------------|

Semi-Private Hospital Accommodation

Deductible - Nil.

100% reimbursement of the charge made by a hospital for semi-private room accommodation, which is in excess of the standard ward rate.

Hearing Aids

Deductible - Nil.

100% reimbursement up to a lifetime maximum of \$300.

Vision

Deductible - Nil.

100% reimbursement up to a maximum of \$120 per 24 consecutive months.

EHB Overall Lifetime Maximum - Unlimited.

DENTAL BENEFITS

Plan 9

Deductible - Nil.

100% reimbursement of eligible charges, up to the amount specified in the applicable Fee Guide.

Dental Overall Maximum - Unlimited.

Fee Guide - Current Ontario Dental Association Fee Guide for General Practitioners.

Note:

A benefit year is any period of 12 consecutive months beginning from the date on which the first eligible expense is incurred.

If you have not enrolled for all the benefits described, please refer to your Identification Certificate for details of your personal coverage.

Your group health and dental benefit plan is underwritten by Liberty Mutual Insurance Company. However, we conduct business under the name "Liberty Health". Where statements of a contractual nature are included in this brochure, you will see the underwriter named. In all other cases, you will see references to Liberty Health.

ELIGIBLE DEPENDENTS

Dependents (if applicable) include:

- i) your legally married spouse, or a person of the opposite or same sex who lives with you in a conjugal relationship outside marriage;
- ii) unmarried, unemployed children under the age of 21 years, including newborns;
- iii) unmarried, unemployed dependent children to any age who are incapable of self sustaining support or employment by reason of mental or physical disability.

TERMINATION OF BENEFITS

Coverage for you and your dependents will cease on the earliest of:

- the last day of the month for which premiums have been paid;
- the last day of the month in which you cease to be eligible due to retirement, death, leave of absence, age limitation, change in classification, etc.;
- the termination date of the Group Contract.

CLAIMING BENEFITS

Assignment of Benefits to the Provider

In cases where your group benefit plan permits direct payments to providers, you may wish to assign benefits to the provider of the service (e.g. hospital, pharmacist, dentist, optician). If assignment is acceptable to the provider, present your Identification Certificate and the provider will bill Liberty Health directly. No claim forms are necessary.

Direct Claims Submission

Claims submitted directly to Liberty Health must include original receipts and a completed claim form including the following: your name and complete address; your group and identification numbers; group name; claimant's date of birth; dependent's name (if claim is on behalf of a dependent or spouse) plus relationship to you. Drug claims must indicate the prescription number, name, strength and quantity of the drug plus the drug identification number.

Claims should be submitted **to:** Liberty Health, Liberty Centre, 3500 Steeles Avenue East, Markham, Ontario L3R 0X4.

Written proof of claim must be received by Liberty Health not later than the end of the calendar year following the year in which the claim was incurred. On termination of a person's coverage for any reason, written proof of claim must be received not later than 90 days following the date of such termination.

COORDINATION OF BENEFITS

Your Liberty Health plan includes a Coordination of Benefits provision. If you have similar benefits through any other insurer, the amount payable through this plan shall be coordinated as follows, so that payment from all benefit plans does not exceed 100 percent of the eligible expense. Where both spouses of a family have coverage through their own employer benefit plans, the first payer of each spouse's claims is their own employer's plan. Any amount not paid by the first payer can then be submitted for consideration to the other spouse's benefit plan (the second payer).

Claims for dependent children should be submitted first to the benefit plan of the spouse who has the earlier birthday in a calendar year, and second **to** the other spouse's benefit plan. When submitting a claim to a second payer, be sure to include payment details provided by the first payer.

CONVERSION

When you or your dependent leave the group, application may be made for conversion to an individual plan. Application for conversion to an individual plan must be made within 30 days of leaving the group.

EHB (EXTENDED HEALTH BENEFIT) PLAN

73

The benefits described below are available to you through Liberty Mutual Extended Health Benefit Plan when required as a result of sickness or accidental bodily injury.

Refer to the "Summary of Benefits" for information regarding reimbursement of this benefit.

GENERAL INFORMATION

- No medical examination is required.
- Benefits apply anywhere in the world. Reimbursement will be in Canadian funds up to the reasonable and customary charges for the services received, plus the rate of exchange if any, as determined by Liberty Mutual from the date of the last service provided.
- Pre-existing conditions are covered from the moment the Agreement takes effect, except for dental care as a result of an accident.

BENEFITS

- 1. DRUGS - Formulary Two:** Drugs, medicines and injected allergy sera, and insulin (needles, syringes and test-tape for use by diabetics) purchased on the prescription of a medical doctor and which are listed in Liberty Mutual Formulary Two, fertility drugs up to a lifetime maximum of \$7,500, per person, but not to include vitamins or vitamin preparations (unless injected), smoking cessation aids, general public (G.P.) products or drugs not approved for legal sale to the general public in Canada.
- 2. PRIVATE NURSING:** Charges for private nursing services which require, and can only be performed by a Registered Nurse (RN); when such services are provided in the home or hospital by a Registered Nurse who is registered in the jurisdiction in which the services are performed and is neither a relative of the patient nor an employee of the hospital. RN services must be certified medically necessary by the attending physician; and will be reimbursed to a maximum of 90 eight hour shifts per covered person per calendar year. Agency fees, commissions and overtime charges, or any amount in excess of the fee level set by the largest nursing registry in the province of Ontario, are not included.

An "Authorization Form for RN Services" must be completed by the attending physician and submitted to Liberty Health. When the services are extended for more than 30 days, prior approval must be obtained from Liberty Mutual on a monthly basis.

- 3. PHYSIOTHERAPY:** Services of a licensed or registered physiotherapist or a registered athletic therapist (effective November 1, 1995) who does not have an agreement with the Ontario Health Insurance Plan (OHIP) for payment of his/her services. Reimbursement will be based on the amount that would have been allowed by OHIP if he/she were registered with them.
- 4. DIAGNOSTIC SERVICE:** For provinces where diagnostic services are not covered by the provincial health plan, diagnostic services performed at a hospital or licensed medical laboratory.
- 5. PRIVATE ROOM:** Difference in cost between semi-private accommodation and a private room (not a suite) in a public general hospital.
- 6. ACCIDENTAL DENTAL:** Dental care necessitated by a direct accidental blow to the mouth and not by an object wittingly or unwittingly placed in the mouth. The accident and treatment must occur while coverage is in force. Treatment must begin within 90 days of the accident, and must be completed within one year. Liberty Health must be notified immediately. Payment will be based on the monetary rates shown in the Ontario Dental Association Fee Guide for General Practitioners in effect at the time of treatment.
- 7. PRIVATE HOSPITAL:** Charges up to \$10 a day to a maximum of 120 days per person while your coverage is in force for care in a licensed private hospital.
- 8. PROSTHETIC APPLIANCES:** Purchase of the following items when authorized in writing by the patient's attending physician: standard type artificial limb or eye, splints, trusses, casts, cervical collars, braces (excluding dental braces), catheters, urinary kits, ostomy supplies (where a surgical stoma exists), external breast prostheses (following mastectomies), surgical brassieres (maximum of 6 per calendar year), surgical stockings (maximum of 6 pairs per calendar year), stump socks, wig (following chemotherapy, once only), corrective prosthetic lenses and frames (once only for persons who lack an organic lens or after cataract surgery), custom-made orthopaedic boots or shoes or adjustments to stock item footwear, custom moulded foot orthoses (orthotics), 2 pairs per calendar year, up to a maximum of \$225 per pair.
- 9. DURABLE MEDICAL EQUIPMENT:** Purchase or rental of the following items when authorized in writing by the attending physician: hospital bed, crutches, cane, walker, oxygen set, respirator (a device to provide artificial respiration), standard-type wheelchair and wheelchair repairs.

10. **MEDICAL SERVICES AND SUPPLIES:** Bandages or surgical dressings, blood transfusions, plasma, radium and radioactive isotope treatments when authorized in writing by the patient's attending physician.
11. **AMBULANCE:** Licensed ground and air ambulance services (the difference between the government agency allowance and the customary charge).
12. **PARAMEDICAL SERVICES:** Services of the following registered/certified practitioners up to the maximums shown on the "Summary of Benefits" pages:
 - a. Clinical Psychologist;
 - b. Masseurs • when the patient's attending physician authorizes in writing that such treatment is necessary;
 - c. Speech Pathologists- when the patient's attending physician or dentist authorizes in writing that such treatment is necessary.
13. **HEARING AIDS:** Payment will be made towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of repairs and initial batteries. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for ear examinations, tests, replacement batteries or expenses covered by the Workers' Compensation Board or any government plan.
14. **VISION:** Payment will be made towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist. Charges to repair existing frames or lenses are also covered. Refer to your Summary of Benefits for the amount and frequency of payment. Benefits are not payable for the cost of eye examinations, industrial safety glasses or expenses covered by the Workers' Compensation Board or any government plan.
15. **EXTRA MEDICAL FEES:** When charges are incurred for the emergency services of a licensed physician, while travelling or temporarily residing outside your province of residence, payment will be made for the reasonable and customary charges which are in excess of the amount listed in the provincial Medical Association Fee Schedule.

LIMITATIONS

Extended Health Benefits are not payable for:

- services covered by any provincial government plan or the Workers' Compensation Board.
- any care, services or supplies which are not medically necessary, as determined by Liberty Mutual.
- care, services or supplies utilized as treatment of lifestyle choices, as determined by Liberty Mutual.
- services or supplies which are primarily for cosmetic purposes.
- rest cures, travel for health reasons or examinations for the use of a third party.
- services or supplies provided in a health spa, psychiatric or chronic care hospital or chronic care unit of a general hospital.
- services or supplies provided while confined in a nursing home or home for the aged.
- charges for dental care due to an accident which occurred prior to the effective date of coverage.
- drugs or medicines, services or supplies which have been self prescribed, or prescribed by or for family members.
- drugs, injectables, supplies or appliances which are experimental or which are not approved by the Health Protection Branch of Health & Welfare Canada for use in Canada.
- charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.
- additional, duplicate or replacement appliances or devices, except where the replacement is required because the existing appliance can no longer be made serviceable due to normal wear and tear, or as the result of a pathological change, unless prior approval in writing is obtained from Liberty Mutual.
- vaporizers.
- charges incurred as a result of self-inflicted injury or while committing, or attempting to commit, a criminal offence.
- charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
- expenses incurred for benefits or that part of benefits which cease to be payable under any government program.

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SEMI-PRIVATE HOSPITAL ACCOMMODATION

SEMI-PRIVATE HOSPITAL ACCOMMODATION

BENEFITS

Semi-Private Hospital Accommodation - if you are hospitalized in a public general or convalescent hospital or in a contracted private hospital in accordance with the formal agreement between the hospital and Liberty Mutual, payment will be made for room and board charges in excess of those payable by your provincial health plan, up to the difference in amount between the hospital standard ward charge and the semi-private room charge.

Chronic Care - if you are confined in a chronic hospital or chronic care unit of a public general hospital, payment will be made to a maximum of \$3 per day for semi-private accommodation for a total of 120 days per 12 consecutive months. Benefits are not payable for accommodation in psychiatric hospitals or nursing homes.

Out of Province

When semi-private hospital accommodation charges are incurred outside Ontario, Liberty Mutual will not pay an amount which is greater than it would pay for semi-private hospital accommodation when incurred in Ontario.

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DENTAL BENEFITS

DENTAL BENEFITS

DENTAL PLAN 9

The following provides a general description of the benefits available to you and your eligible dependents under this dental plan. A complete list of the specific procedures (and applicable limitations) can be found in the Master Contract held by your Employer.

Payment for eligible benefits will be based on the monetary rates shown in the Dental Association Fee Guide applicable to your group plan.

Refer to your Summary of Benefits for information regarding any deductible, co-payment or maximum benefit amounts.

BENEFITS

Examinations - includes complete oral examinations once every 3 years and recall oral examinations once every 6 months

Consultations - with patient (maximum 2 units every 12 months) or with a member of the profession

Radiographs - includes complete series intra oral films once every 3 years, panoramic films once every 3 years, bitewing films once every 6 months

Diagnostic Services - includes bacteriologic tests, biopsy and cytological tests

Preventive Services- includes polishing (one unit of time once every 6 months) scaling, preventive recall packages once every 6 months, fluoride treatment, oral hygiene instruction and reinstruction once every 6 months

Fillings

Endodontic Services - includes root canal therapy, surgical and emergency services

Periodontic Services - includes periodontal surgery, root planing and occlusal equilibration (8 units of time every 12 months)

Denture Repairs, Minor Adjustment (after 3 months from insertion Relining/Rebasing

Surgical Services - includes extractions, surgical incision/excision and frenectomy

Anaesthesia

In-office and Commercial Laboratory Charges - when applicable to the covered benefits

Limitation on Benefits Provided Outside Ontario

When you incur expenses outside Ontario, Liberty Mutual will not pay an amount which is greater than it would pay for such expenses when incurred in Ontario.

Benefits are not payable for:

- Services or supplies not listed under Benefits.
- Charges for complete or partial dentures, crowns, bridgework or orthodontic services, unless included as a rider with this plan.
- Services or supplies for cosmetic purposes.

Charges for procedures or appliances connected with implants.

Services or supplies related to Temporomandibular Joint problems.

Charges incurred as a result of conditions arising from war, whether or not war was declared, from participation in any civil commotion, insurrection or riot, or while serving in the armed forces.

Charges incurred as a result of self-inflicted injury.

Charges incurred while committing, or attempting to commit, directly or indirectly, a criminal act under legislation in the jurisdiction where the act was committed.

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- Charges for the completion of claim forms or other documentation, or charges incurred for failing to keep a scheduled appointment or for transfer of medical files.
 - Charges for procedures in excess of those stated in the Fee Guide for General Practitioners, as shown in your Summary of Benefits.
 - Services or supplies covered by any government plan.
 - Services completed after termination of coverage.

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VISION

VISION

This benefit provides payment towards the purchase of new or replacement eyeglasses or contact lenses for you or an eligible dependent, when prescribed by your doctor, ophthalmologist or optometrist.

Charges to repair existing frames or lenses are **also** covered.

Refer to your Identification Certificate for the amount and frequency of **payment**.

Benefits are not payable for the cost of eye examinations, industrial safety glasses or expenses covered by the Workers' Compensation Board or any government plan.

HEARING AIDS

HEARING AIDS

This benefit provides payment towards the purchase of a hearing aid for you or an eligible dependent, when prescribed by a physician or hearing specialist. Eligible charges include the cost of initial batteries.

Refer to your Identification Certificate for the amount and frequency of payment.

Benefits are not payable for ear examinations, tests, the cost of repairs or replacement parts, or expenses covered by the Workers' Compensation Board or any government plan.

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