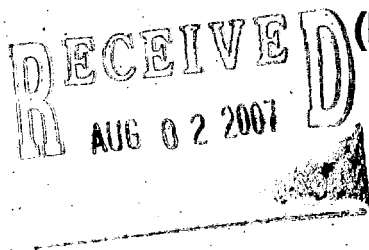


COLLECTIVE AGREEMENT

between

**THE CORPORATION OF
THE CITY OF KAWARTHA LAKES
(VICTORIA MANOR)**



(hereinafter called "The Employer")

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 1167**

(hereinafter called "The Union")

EXPIRES – MARCH 31, 2010

11434(04)

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ARTICLE 1 - PURPOSE

- 1.01 Whereas it is the ~~desire~~ of both parties to this Collective Agreement to:
- a) maintain and improve the relationship between them and to settle the conditions of employment on behalf of the Employer's employees;
 - b) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
 - c) encourage efficiency in ~~the~~ Employer's operation; and
 - d) promote ~~the~~ morale, well-being and security of the employees in the bargaining unit.

ARTICLE 2 - RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all its employees at Victoria Manor Long Term Care Facility in Lindsay, save and except Managers and the Administrator and persons above the rank of Managers and the Administrator, Registered Nurses and Office Staff.

2.02 **No Other Agreement:**

The Employer agrees not to make any agreement with any employee which conflicts with this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Union agrees that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency and to establish, revise from time to time and enforce reasonable rules and regulations to be observed by the employees (such rules to be posted by the Employer and a copy to be sent to the Union);
 - b) hire, discharge, direct, transfer, classify, promote, demote or discipline its employees;
 - c) determine the nature and kind of business conducted by the Employer, the services to be offered, the kinds and locations of equipment and materials to be used, the methods and techniques of work, and determine all other functions and prerogatives here before invested in and exercised by the Employer which **shall** remain **solely** with ~~the~~ Employer;

- d) introduce new and improved facilities and methods to improve the efficiency of its Long Term Care Facility.

3.02 The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim by the Union of unjust discrimination, discharge or discipline may be the subject of a grievance under this Collective Agreement.

ARTICLE 4 -- EMPLOYEE CATEGORIES

4.01 For the purpose of this Collective Agreement the following definitions shall apply:

a) Full-Time Employee:

An employee who has successfully completed his/her probationary period and is regularly scheduled to work thirty-seven and one-half (37½) hours per week.

b) Part-Time Employee:

An employee who has successfully completed his/her probationary period and is regularly scheduled to work twenty-four (24) hours or less per week.

His/her hours of work are consistently less than the standard work week for the appropriate or comparable full time classification.

c) Temporary Employee:

An employee hired to replace an employee who is absent as a result of sickness, accident, approved leave of absence, to fill a temporary, workload or program or for such other reason as may be agreed to between the parties in writing.

d) Student Employee:

An employee who is enrolled in a secondary or post-secondary program and who works for the Employer during the school summer vacation period, March break or Christmas break, including the summer immediately following the employee's graduation/completion of his/her educational program.



- e) Probationary Employee:
An employee who is hired by the Employer and who will become a full-time or part-time employee after having satisfactorily completed his/her probationary period.

ARTICLE 5 – TEMPORARY EMPLOYEES

5.01 Working Conditions **for** Temporary Employees:

- a) A Temporary Employee May **Be** Wired:
 - i) to replace an employee on a leave of absence pursuant to Article 19.05 (Pregnancy/Parental/Adoption Leave), Article 19.06 (Jury Duty and Crown Witness Fees), or Articles 19.01 and 19.03 (Leave of Absence); for the full term **of** any such absence; or
 - ii) for nine (9) months in any twelve (12) month period.
- b) Posting of Temporary Positions:
 - i) A temporary position **for** a term exceeding forty five (45) days shall be **posted in** accordance with Article 15 of the Collective Agreement.

If the temporary assignment is filled by an existing employee, such employee shall continue to be covered by the same provisions of this Collective Agreement that covered him/her while in the position held prior to the temporary assignment. At the **end of** such temporary assignment, the employee shall return to his/her prior position.

Vacancies created as a result of full-time and part-time employees posting into a temporary position will be posted in accordance to Article 15 - Posting of Vacancies and New Positions.

c) **Rights of Collective Agreement:**

The following Articles of the Collective Agreement shall not apply to temporary employees:

- Article 11 - Seniority
- Article 14 - Vacations
- Article 16 - Notice of Layoff/Layoffs and Recalls
- Article 19 - Leave of Absence (excluding 19.04)
- Article 20 - Paid Holidays
- Article 21.06 - Clothing Allowance
- Article 22 - Benefits
- Article 23 - General Conditions

Temporary Employees and students shall receive vacation and paid holiday entitlement in accordance with the Employment Standards Act, 2000, and payable as they accrue in a pay period on the pay day for that period.

A full-time or part-time employee who accepts a temporary position is not considered a temporary employee in accordance with this Article.

d) Termination of Temporary Employee:

A temporary employee may be terminated by the Employer, for any reason, and there shall be no recourse to the grievance or arbitration provisions of this Collective Agreement in regards to such termination.

e) Payment of Wages:

If the position is filled by an existing employee, the successful employee shall receive the applicable rate for the job that they are filling.

If the temporary assignment is filled by a new employee, such employee shall be paid the probationary rate and progress in accordance with Schedule "A" for new employees.

f) Payment of Union Dues:

Temporary employees shall pay Union dues in accordance with Article 8.01.

g) Temporary Employee to Part-Time or Full-Time Employee:

A temporary probationary employee shall not be eligible to apply to become a part-time/full-time or student employee unless the job has been posted in accordance with the provisions of Article 15, and has not been filled.

If a temporary employee becomes a part-time/full-time or student employee his/her continuous service shall be credited for purposes of seniority retroactive back to his/her last date of hire upon successful completion of the probationary period outlined in Article 11.04.

ARTICLE 6 - STRIKE/LOCK-OUT

6.01 The Employer undertakes that there will be no lockout, as defined in the *Labour Relations Act*, during the life of this Collective Agreement.

6.02 The Union undertakes that there will be no strike, as defined in the *Labour Relations Act*, during the life of this Collective Agreement.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Employer and the Union will continue the practice of no discrimination, interference, restriction or coercion being exercised or practiced with respect to any employee by reason of any of the protected grounds set out in the *Ontario* Human Rights Code or by reason of an employee's membership in or activities on behalf of the Union.

ARTICLE 8 - UNION SECURITY

8.01 **Union Dues:**

The Employer shall deduct Union dues from each payroll. These amounts shall be forwarded to the Union on or before the last day of that month together with a list of names of the employees from whose pay cheques deductions have been made. The Union shall advise the Employer, in writing, of the amount of regular monthly union dues and changes thereto before said dues shall be deemed to be authorized.

8.02 **T-4 Slip's:**

The amount of union dues deducted will be printed on an employee's T-4 slip.

8.03 The Union shall save the Employer harmless from any and all claims for amounts deducted from employees' pay in accordance with the terms of this Article.

8.04 **Correspondence Between the Parties:**

All correspondence between the parties arising out of this Collective Agreement or incidental hereto shall be between the Director of Human Resources/designate and the Recording Secretary/designate of the Union.

8.05 **Notification of Staff Changes:**

The Employer agrees to inform the Union of any particular appointment, hiring, lay-off, transfer, recall, or termination upon reasonable notice.

8.06 **Representation:**

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees at any meeting of any Union/Employer Committee or arising out of the grievance procedure. Similarly, the Employer shall have the right at any time to have the assistance of counsel or other person(s) at any meeting of any Union/Employer Committee or arising out of the grievance procedure.

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8.07 Union Representation:

An individual employee shall have the right at any time to request a representative of the Union to be present when dealing with the Employer.

8.08 Attending Conventions/Conferences:

Members attending Union Conventions/Conferences approved under Article 19.02 or engaged in the work of the negotiating committee, including attendance at negotiation, conciliation, mediation, interest arbitration hearings or grievance or other labour management meetings shall continue to accrue seniority for all such hours as are paid by the Union or the Employer, as the case may be.

ARTICLE 9 - JOB SECURITY

9.01 Work of the Bargaining Unit:

Persons excluded from the bargaining unit shall not take on work normally performed by employees within the bargaining unit for the purpose of causing the lay-off, discharge of such employees, reduction in the number of employees, or for the purpose of controlling overtime.

9.02 Contracting Out:

No employee shall be laid off by the contracting out of any work normally performed by the bargaining unit. Contracting out to a unionized Employer who will employ the bargaining unit employees, who would otherwise be laid off is not a breach of this provision. Prior to any contracting out of such work, the Employer will discuss the reasons for the contracting out with the Union Committee and will meet to discuss and/or investigate other options that the parties may come up with.

9.03 Employees may raise legitimate workload concerns with their immediate Supervisor in writing. In the event such concern is not resolved, the employee may advance such concerns to either the Joint Health and Safety Committee or the Labour Management Committee as may be appropriate.

ARTICLE 10 - COMMITTEES

10.01 Negotiating Committee:

The Union may appoint and the Employer shall recognize a negotiating committee (not to exceed three (3) members) which shall deal with any matter which arises for negotiation during the life of this Collective Agreement.



10.02 No member of the negotiating committee shall suffer any **loss** of pay because of attendance at any negotiation, conciliation, or mediation meetings, and any grievance meeting at the Manor or other direct meeting between the **committee** and the Employer.

10.03 An employee **who** is going to be absent from the job due to Union business will provide the Department Manager with seven (7) days' written notice in advance of the absence.

10.04 Stewards and Grievance Committee:

The Employer recognizes the right of the Union to appoint one (1) steward each to represent **employees** in the following departments, plus one **(1)** steward to be the Chief Steward:

- a) Resident Care (e.g. R.P.N., Nursing Attendant, and Life Enrichment Assistants);
- b) Building ~~Services~~ (Housekeeping, Laundry Maintenance);
- c) Dietary;
- d) Evening Shift;
- e) Part-time Staff.

10.05 The Union shall appoint and the Employer shall recognize a grievance committee of three **(3)** employees.

10.06 Upon the following conditions, a steward may, without **loss of pay**, spend time during regular working hours assisting any employee at Step 1 of the grievance procedure and a member of the grievance committee may spend time during regular working hours assisting any employee at Step 2 **of** the grievance procedure providing:

- a) they obtain the consent of their **Supervisor** before leaving their regular work and report to their Supervisor upon returning to their regular work;
- b) the grievance must be one that **must** reasonably be dealt with during working hours; and
- c) they must be absent for no longer than is reasonably necessary to process the grievance.

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10.07 **Health and Safety Committee:**

A health and safety committee shall be established which is composed of two (2) representatives selected by the Union and two (2) representatives selected by the Employer. This committee shall meet as required, but not more often than once each two (2) months. Any representative may request a meeting and must submit an agenda if there is to be a meeting. This committee shall jointly consider, monitor, inspect, investigate and review existing health and safety conditions and practices with a view to maintaining or improving same. All safety representatives shall co-operate in the observance and enforcement of safety regulations. An Employer's representative shall keep the minutes and distribute same to all committee members.

ARTICLE 11 – SENIORITY

1.01 a) **Seniority Defined:**

Seniority is the ranking of employees in the bargaining unit as defined herein based on the following:

Full-Time Employee:

The date upon which the full-time employee was hired as full-time.

Part-Time and Student Employee:

For part-time and student employees calculated on all hours worked since the last date of hire:

- b) A part-time employee transferring to full-time shall be credited with full-time seniority based on one (1) year of service for each one thousand five hundred (4,500) hours worked.
- c) A full-time employee transferring to part-time shall be credited with part-time seniority based on one thousand five hundred (1,500) hours worked for each one (1) year of service.
- d) Seniority shall be the governing factor in filling posted job vacancies or new positions, lay-off and recall, provided the senior employees have the necessary qualifications and experience to do the available work.

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1 102 Seniority List:

The Employer shall prepare and maintain a seniority list covering all employees, except temporary employees, within the bargaining unit and will post a current copy on the bulletin boards on or before January 31st and July 31st of each year. A copy of the list will be forwarded to the Union.

11.03 Cancellation of Seniority:

An employee's seniority date shall be cancelled and his/her employment deemed terminated if:

- a) he/she resigns;
- b) he/she retires;
- c) he/she is discharged and is not reinstated through the grievance procedure;
- d) he/she is absent from work without a reasonable excuse for more than two (2) working days;
- e) he/she fails to notify the Employer as soon as reasonably possible of the reason for the absence where such absence was not arranged in advance with the Employer;
- f) being on lay-off, he/she fails to notify the Employer within seven (7) days of the registration date of a letter of recall sent to his/her last address filed with the Employer of his/her intentions regarding his/her return to work. His/her return to work must be within fourteen (14) days of the registration date of the letter of recall;
- g) he/she is laid off for more than one (1) year;
- h) employees who have not rendered service for three (3) consecutive months. Exceptions to this rule shall be made in cases of an employee's personal illness, (a medical certificate may be required) bereavement (as defined in this Collective Agreement), or an employee who has been granted a leave of absence (e.g. - WSIB, educational, vacation, or as set out under Article 19) by the Administrator or his/her designate. The Employer shall not unreasonably withhold its permission for a leave of absence.

1 104 Probationary Period:

During a newly hired employee's probationary period of four hundred and ninety-five (495) hours worked, he/she has all of the rights of any other employee under this Collective Agreement except the right to file a grievance upon discharge.

If the Employer is uncertain at the end of an employee's probationary period that the employee is capable of handling the job, then upon the agreement of the Employer and the Executive of Local 1167, the probationary period may be extended.

ARTICLE 12 - HOURS OF WORK**12.01 a) Normal Hours of Work:**

The normal hours of work shall be seven and one-half (7 1/2) hours per day. There shall be a meal period of thirty (30) minutes unpaid between the third (3rd) and fifth (5th) hours worked of each day.

- b) Full-time Employees' work shall be scheduled so that they receive a minimum of one (1) weekend off every three (3) weeks. No employee shall be required to work more than seven (7) consecutive days.
- c) No employee shall be required to work a split shift.
- d) No employee shall be required to start work on a new shift until such employee has had at least twelve (12) hours off.
- e) Employees in the Nursing Department shall be scheduled to work the following hours:

Day Shift	-	7:00 a.m. to 3:00 p.m.
Afternoon Shift	-	3:00 p.m. to 11:00 p.m.
Night Shift	-	11:00 p.m. to 7:00 a.m.

The Employer shall have the right to adjust the starting times above, but the adjusted times shall not vary from the above by more than one (1) hour in either direction.

- f) Employees in the Nursing Department shall receive a thirty (30) minute unpaid lunch period between the third and fifth hours of their shift. If the employee is required to perform any work during his/her thirty (30) minute lunch period, he/she shall be paid for his/her full lunch period at the rate of time and one-half. In addition, he/she shall receive an additional thirty (30) minute unpaid time off for lunch within the hour, or as soon thereafter as possible.

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- g) Employees shall be granted a paid fifteen (15) minute break during each half shift at times designated by the Employer.
- h) The Employer will give part-time employees two (2) weeks advance notice of scheduled work. Once posted the schedule shall not be altered without the mutual agreement of the employee and the Employer.
- i) No part-time employee will be required to ~~work~~ more than twenty-four (24) hours per week unless mutually agreed to between the Employer and the employee.

12.02 **Duty Roster:**

Separate rosters for Registered Practical Nurses, Certified Health Care Aides and all other employees shall be set-up by department for those employees who have completed their probationary period. Employees will be ranked in accordance with seniority, with the most senior employees at the top of the list and then working down by seniority. The Employer will offer the work to the most senior employee with the least number of hours provided:

- (a) the employee is qualified to perform the work;
- (b) the employee has not worked in the previous twelve (12) hours: and
- (c) no overtime is triggered.

In the event the opportunity is declined by employees for whom the offer would not amount to overtime, the Employer shall return to the top of the duty roster and offer the opportunity as overtime in accordance with (a) and (b) above, commencing with full-time employees.

Where the administration of this results in an assignment out of seniority order, unless pursuant to (a) and (b) or a voluntary decline (including no-contact), the Employer will provide the next available opportunity to the skipped employee.

Where this occurs more than (3) times in a calendar month, the parties will meet and review the circumstance giving rise to the error in an effort to avoid further errors.

12.03 **Call-In's :**

If a part-time employee is called in after the starting time of a shift, but reports for work within one (1) hour after the starting time, the employee shall be paid for the entire shift.

- 12.04** If the Employer requires a certified employee (eg; R.P.N.) to work on a shift and an employee holding the certification is already working on the shift in a lower rated designation (eg; H.C.A.) he/she will be moved up to the higher certified position, and the Employer may fill the lower designated position if necessary, and may do so through call-in.

ARTICLE 13 - OVERTIME

13.01 Overtime:

All time worked beyond seven and one half hours (7.5) hours in a day, or thirty seven and one half hours (37.5) in a week shall be considered as overtime payable in accordance with Article 13.02.

13.02 Payment for Overtime:

Overtime rates shall be as follows:

- a) On a regular work day - time and one-half (1 ½);
- b) On a regularly scheduled day off - time and one-half (1 ½);
- c) On a work day that would otherwise be at time and one-half (1 ½) for the regular work day, then hours worked in excess of that regular work day shall be at double (2) the employee's regular hourly rate.

13.03 Voluntary Overtime:

Overtime work is voluntary, however, the Union undertakes that employees will co-operate with the Employer when overtime is reasonably necessary. The Employer undertakes to endeavour to keep overtime to a minimum.

13.04 Call Back Guarantee:

If an employee who has left Victoria Manor and gone home at the completion of his/her normal hours is called back to perform additional work, he/she shall be guaranteed a minimum of two (2) hours' pay at his/her straight time hourly rate, or the overtime rate for actual time worked, whichever is the greater. An employee called in on his/her day off shall be informed of the number of hours of work scheduled, and be guaranteed a minimum of three (3) hours' work or pay at the appropriate rate.

- 13.05** There shall be no pyramiding of overtime or duplication of any premiums under this Collective Agreement,

ARTICLE 14 - VACATIONS

14.01 Full-Time Employees - Vacation Entitlement:

- a) Employees, after one **(1)** year's continuous service shall be granted two (2) weeks; vacation with pay.
- b) Employees, after two (2) years' continuous service shall be granted three (3) weeks; vacation with pay.
- c) Employees, after eight (8) years' continuous service shall be granted four (4) weeks; vacation with pay.
- d) Employees, after eighteen (18) years' continuous service shall be granted five (5) weeks; vacation with pay.
- e) Employees, after twenty-five (25) years' continuous service shall be granted six (6) weeks; vacation with pay.

Effective April 1, 2008

- a) Employees, after one ~~(1)~~ year's continuous service shall be granted two (2) weeks; vacation with pay.
- b) Employees, after two (2) years' continuous service shall be granted three (3) weeks; vacation with pay.
- c) Employees, after eight (8) years' continuous service shall **be granted four (4)** weeks; vacation with pay.
- d) Employees, after sixteen (16) years' continuous service shall be granted five (5) weeks; vacation with pay.
- e) Employees, after ~~twenty-five~~ (25) years' continuous service shall be granted six (6) weeks; vacation with pay.

Effective April 1, 2009

- a) Employees, after one ~~(1)~~ year's continuous service shall be granted ~~two~~ (2) weeks; vacation with pay.
- b) Employees, after ~~two~~ (2) years' continuous service shall be granted three (3) weeks; vacation with pay.
- c) Employees, after eight (8) years' continuous service shall be granted four (4) weeks; vacation with pay.

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- d) Employees, after fifteen (15) years' continuous service shall be granted five (5) weeks; vacation with pay.
- e) Employees, after twenty-five (25) years' continuous service shall be granted six (6) weeks; vacation with pay.

14.02 Vacation Pay Calculation:

- a) All full-time employees shall receive vacation pay calculated on their current weekly wage.
- b) Regular part-time employees shall receive a percentage of their earnings according to Article 14.05.

14.03 A leave of absence of thirty (30) working days or more per year or a Long Term Disability leave shall reduce the vacation pay and earned vacation proportionately except in the case of pregnancy/parental leave, in which case vacation time shall continue to accumulate but vacation pay shall be pro-rated in accordance with the employee's actual earnings in the vacation entitlement year.

14.04 Vacation Schedules:

Vacation requests must be submitted by April 15. Vacation schedules shall be posted by May 1st of each year and finalized by May 15 of each year, and shall not be changed thereafter unless mutually agreed upon by the Employer and employee involved. Employees shall make application, in writing, dated and signed. The allocation of vacations shall be in accordance with seniority, but, the Employer shall determine how many employees may be on vacation at any one time.

14.05 Part-Time Employees :

Part-time employees shall be granted vacations with pay as follows:

<u>% Pay</u>	<u>Hours Completed</u>	<u>Time Off Without Pay</u>
4	Up to 3000	In accordance with Employment Standards Act, 2000
6	After 3000	3 weeks
8	After 12000	4 weeks
10	After 27000	5 weeks
12	After 37500	6 weeks



Effective April 1, 2008

Part-time employees **shall** be granted vacations with pay as follows:

<u>% Pay</u>	<u>Hours Completed</u>	<u>Time Off Without Pay</u>
4	Up to 3000	In accordance with Employment Standards Act, 2000
6	After 3000	3 weeks
8	After 12000	4 weeks
10	After 24000	5 weeks
12	After 37500	6 weeks

Effective April 1, 2009

Part-time employees **shall** be granted vacations with pay as follows:

<u>% Pay</u>	<u>Hours Completed</u>	<u>Time Off Without Pay</u>
4	Up to 3000	In accordance with Employment Standards Act, 2000
6	After 3000	3 weeks
8	After 12000	4 weeks
10	After 22500	5 weeks
12	After 37500	6 weeks

14.06 Vacation Pay – Part-Time Employees:

Part-time employees **shall** receive vacation pay, separate from their regular pay, in the first full pay period of March in each year.

ARTICLE 15 - POSTING OF VACANCIES AND NEW POSITIONS**15.01 Posting of Vacancies and New Positions:**

Where a permanent vacancy in a position occurs, or where a new position is created, or where there is a vacancy in excess of forty five (45) working days, the Employer shall **post** a notice containing but not limited to the following information, on the staff bulletin board:

- a) title of the position;
- b) a brief description of the duties involved;
- c) the qualifications required;
- d) the remuneration;
- e) date of posting;
- f) time and closing date;
- g) shift; and
- h) testing and location of reference materials, if applicable

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Such postings shall be available for a minimum of six (6) consecutive calendar days. Any employee who wishes to be considered for the position shall apply in writing by putting a letter of application into the locked box identified at the Manor for such purposes ensuring the letter is dated and signed. All applications will be forwarded to the Human Resources department the day after the closing date. If **no** employee bids for the position, then the Employer may fill the position at its discretion.

- 15.02 (a)
- (i) The Employer will consider only those bids meeting the required qualifications referenced in the posting, and shall award the position to the applicant with the most seniority provided she/he is qualified as determined through skills testing results, interview scoring, work performance, education, qualifications and experience. In the event no qualified bids are received, the Employer may select any employee from the bargaining unit, or hire externally, as it may determine is most appropriate in the circumstances.
 - (ii) Where any internal applicant is selected for a posting, the employee will be notified as soon as possible, and not later than ten (10) days in any event. The employee shall communicate acceptance or rejection of the offer within twenty four (24) hours of being notified.
 - (iii) Where the vacancy is filled in accordance with Article 15.02(a) the Employer will endeavour to move the chosen candidate into such position within twenty one (21) days of the employee being notified.
 - (iv) The Union will be notified in writing of the successful applicant, and the date the vacancy will be filled.
- (b) In the event the successful candidate is subsequently returned to his/her former position, or another vacancy arises in the same classification on the same shift, the Employer may select the next most senior qualified candidate and appoint him/her to the position without running another posting or assessment process. The list of candidates generated for a given posting shall remain valid for this purpose until three (3) months from the closing date of the posting.
 - (c) Employees who have been offered a temporary position in accordance with Article 15.02(a) shall not thereafter make application for any other temporary position for the duration of the position.
 - (d) Notwithstanding the above, a part-time employee that has posted into a temporary part-time position shall have the right to bid on a temporary full-time position in accordance with Article 15. If the employee is successful in such posting then (c) shall apply.

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- (e) Employees who occupy a temporary position and later return to their former position before the temporary position's expiry, whether during the familiarization period, due to medical reasons, or in accordance with this Article, shall not thereafter make application for any other temporary positions for a period of three (3) months from their date of return.
- (f) Employees who are offered a position in accordance with Article 15.02(a) of have otherwise transferred to another position shall not thereafter make application for the position they occupied immediately prior to such posting or transfer until at least three (3) months from the closing date of the original posting.

15.03 A successful candidate for a position, if already an employee of the Employer, shall be on a familiarization period during his/her first one (1) month in the new position. If at any time during such period the candidate decides that he/she is unable to perform the required duties or if the Employer finds that he/she is unsatisfactory, he/she shall be returned to his/her former position without loss of seniority and his/her replacement shall have the right to return to his/her former position. For a part-time employee the familiarization period will be 97.5 hours.

15.04 If the Employer is uncertain at the end of an employee's familiarization period that the employee is capable of handling the job, then upon the agreement of the Employer and the Executive of Local 1167, the period of one (1) month may be extended.

ARTICLE 16 – NOTICE OF LAYOFFS AND RECALLS

16.01 Layoff by Seniority:

In the event that a reduction of the work force is required, the employee with the least seniority within the affected classification within a department will be laid off first, provided the employees remaining have the necessary qualifications and experience to perform the work.

16.02 Right to Bump:

An employee who is subject to a layoff shall have the right to bump an employee with less seniority within the bargaining unit provided the employee has the necessary qualifications and experience to perform the work of the less senior employee.

16.03 Recall **Procedure:**

Recall shall be made on the basis of seniority, provided those employees recalled have the necessary qualifications and experience and are willing to perform the available work. **All** employees who are on layoff will be given **job** opportunity before any new employee is hired into the bargaining unit.

If a full-time employee bumps a part-time employee or vice-versa under Article 16.02 **he/she** shall be entitled to recall to **his/her** original position **if** such position becomes available for up to a period of one (1) year from the date upon which **he/she** elected **his/her** bumping option.

16.04 **Notice** of Layoff to Full-Time Employee:

No full-time employee will be laid off for more than five (5) consecutive **scheduled days** of work until **he/she** has received four (4) weeks' notice of layoff or appropriate pay in lieu thereof. A copy of **the** notice will be sent to the Union.

16.05 Responsibility to' Union:

In the event of a proposed layoff **of** a permanent **or** long-term nature, the Employer will:

- a) provide the Local Union with no **less** than **sixty** (60) days' notice **of** such layoff;
- b) meet with the Local Union to review the following:
 1. the reasons causing the layoff;
 2. the service which **the** Employer will undertake after **the** layoff; and
 3. the method of implementation, including the areas of cutback and the employees to be laid off.

16.06 **Notice of Layoff or Recall:**

Notice of layoff or recall shall be sent by registered mail or personal service to the last known address of the **employee(s)** on the records of the Employer.

ARTICLE 17 - GRIEVANCE PROCEDURE17.01 Definition **of** a Grievance:

A grievance is a claim **by** the Employer, by the Union **or** by an employee that this Collective Agreement has been violated.

17.02 Grievance Form:

A properly constituted grievance shall consist of and contain:

- (a) a written statement describing the complaint;
- (b) the Article(s) of the Collective Agreement alleged to have been violated, misapplied, or misinterpreted;
- (c) the relief or remedy sought;
- (d) signed by the grievor(s) and the Union (except in the case of policy grievances which shall be signed by the Union);
- (e) dated; and on a form supplied by the Union.

17.03 Complaint Procedure:

It is understood that an employee has no grievance until he/she has first discussed the matter with his/her Manager. If an employee(s) has a complaint he/she shall have the right to request the assistance of a Steward to be present when discussing his/her concern with his/her Manager. If the matter is not resolved in this discussion, within seven (7) days of the occurrence, the Union may take the matter further by filing a grievance as set out below,

17.04 Policy Grievance:

The Union shall discuss any complaint relating to this Collective Agreement with the Administrator, and, if the complaint cannot be settled within five (5) working days, the Union may file a grievance with the Director of Human Resources/designate.

17.05 Employer Grievance:

The Administrator shall discuss any complaint relating to this Collective Agreement with the Union, and if the complaint cannot be settled within five (5) working days, the Director of Human Resources/designate may file a grievance against the Union or the employee(s) concerned.

17.06 Grievance Procedure:

Any grievance shall be dealt with in the following manner:

Step 1 =

The Union shall present a written grievance to the Administrator within fourteen (14) days of the occurrence of the circumstances giving rise to the grievance. The Administrator shall provide a written reply to the Union within seven (7) days stating the reason(s) for denial or settlement as the case may be.

Step 2:

If the Administrator's response does not settle the grievance, then it shall be delivered by hand or by registered mail to the Director Human Resources/designate within five (5) days from the Union's receipt of the response. The Director/designate shall meet with the grievor and the Union Grievance Committee within ten (10) days of the Director/designate receipt of the grievance. The Director/designate shall provide a written response to the Union within ten (10) days of the meeting stating the reason(s) for denial or settlement as the case may be.

If the Union is not satisfied with the response of the Director of Human Resources/designate then the Union may notify the Director of Human Resources/designate within ten (10) days of its receipt of the response that it wishes to proceed to Arbitration.

17.07 Discharge, Suspension & Discipline:

- a) If a non-probationary employee is suspended or discharged, he/she shall be informed at the time, in writing, of the reason for such suspension or discharge, and a copy shall be sent to the Union.
- b) If the Union feels that a non-probationary employee has been unjustly suspended or discharged, it shall deliver a grievance in writing not later than the fifth (5th) day after such suspension or discharge and the grievance shall be taken up at Step 2 of the grievance procedure immediately.

17.08 Days/Working Days:

Wherever the words, "days" or "working days" appear in this *Article*, they shall exclude Saturdays, Sundays and/or Statutory Holidays for the purposes of the *grievance and arbitration procedure only*.

ARTICLE 18 - ARBITRATION

- 18.01 The party grieved against shall notify the grieving party of the name and address of its' nominee to the proposed Arbitration Board within ten (10) days of the receipt by it of the notice of intention to arbitrate.
- 18.02 The two (2) nominees shall, within ten (10) days of the appointment of the second of them, select an impartial Chairperson, but if such Chairperson cannot be agreed upon within the ten (10) day period, then the nominees shall jointly request the Minister of Labour for Ontario to make such an appointment.
- 18.03 No person shall be appointed as an arbitrator who has been involved in any attempt to settle the grievance or who has acted as a paid agent, attorney or solicitor for either party.

18.04 Expenses of the Board:

Each of the parties shall bear the expenses of its own representative to the Board of Arbitration, and the parties shall jointly and equally bear the expense of the Chairperson to the Board of Arbitration.

18.05 No matter shall be submitted to the Board of Arbitration which has not been properly carried through all the previous steps of the above grievance procedure.

18.06 The Board of Arbitration shall not make any decision which is inconsistent with the provisions of this Collective Agreement nor alter, modify or amend any part of this Collective Agreement except if there has been a mutual mistake. The Board of Arbitration shall consider only the question in dispute.

18.07 Decision of the Board:

The decision of the majority of the Board of Arbitration is the decision of the Board. If there is no majority decision, the decision of the Chairperson is the decision of the Board. The Board's decision is final and binding on the parties and any employees affected by it.

18.08 If the Board of Arbitration finds that an employee has been discharged or disciplined contrary to this Collective Agreement, then the Board may order the Employer to reinstate such employee with or without compensation or make any such other award as it may deem just.

18.09 Sole Arbitrator:

If both parties are in agreement, the Board of Arbitration outlined above may be replaced by a Sole Arbitrator.

- a) The party grieved against shall supply to the grieving party a list of five (5) potential Arbitrators within ten (10) days of the mutual agreement by the parties to proceed under this Article.
- b) The parties shall, within ten (10) days, select a Sole Arbitrator, but if the Arbitrator cannot be agreed upon within the ten (10) day period, then the parties shall jointly request the Minister of Labour for Ontario to make such an appointment.
- c) Each of the parties shall jointly and equally bear the expense, if any, of the Sole Arbitrator.
- d) All other Articles outlined above pertaining to a Board of Arbitration shall apply as well to the Sole Arbitrator process.

18.10 Time Limits:

The time limits fixed in both the grievance procedure and the arbitration procedure herein may be extended by mutual written agreement of the parties.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Personal Leave of Absence:

The Employer may grant a leave of absence to an employee who requests same in writing seven (7) days in advance, if possible, setting out the reasons for such a request.

Employees shall use any certified lieu days unused at the time of the request if they are not applied for and, granted on the posted schedule. Employees shall reimburse the Employer for benefit coverage costs for the leave of absence in excess of five (5) working days.

Leave of Absence Beyond Ten Days:

When an employee has been granted a leave of absence extending beyond ten (10) working days without pay for any reason, the benefits of the Group Life Insurance, Accidental Death and Dismemberment and Long Term Disability shall not apply during the period of leave of absence except as provided under the Employment Standards Act, or the employee pays the premium.

19.02 Union Convention/Conferences:

No more than three (3) full-time and one (1) part-time employees who have been elected or appointed by the Union to attend union conventions or conferences shall be granted a leave of absence to attend to such duty or conference, provided a minimum of ten (10) days notice is given and provided that no more than one (1) person from any one (1) department will be granted such leave except in the classifications of nursing attendants where two (2) full-time and one (1) part-time employee may be off at any one (1) time. The Employer shall maintain the regular wages and benefits for employees on leave under this Article and shall bill the Local Union monthly for the wages paid. The Local Union shall reimburse the Employer during the succeeding month of being billed.

19.03 **Union Office/Political Office:**

if any employee is elected or appointed to a Union Office, he/she shall be granted a leave of absence of one (1) year on reasonable notice to the Employer. If an employee is elected to a political office for a term in excess of two (2) years, he/she shall not be granted an extension of this two (2) year leave of absence. However, if he/she wishes to return to his/her employment with the Employer, he/she shall be given the first available opening without seniority in the Department which he/she left, providing he/she is willing and qualified to do the job.

19.04 **Bereavement Leave:**

Employees shall be granted paid leave of absence in the event of bereavement in the family.

a) **Relationship of Deceased:**

The Employer shall pay an employee up to five (5) days pay at the employee's straight time hourly rate for all regularly scheduled work hours lost in the event of the death of a spouse; up to three (3) days pay at the employee's straight time hourly rate for all regularly scheduled work hours lost in the event of the death of a father, mother, father-in-law, mother-in-law, sister, brother, son, daughter, son-in-law, daughter-in-law, brother-in-law, ~~sister-in-law~~, step-parents, grandparents, step-children, common-law spouse (as defined by the *Family Law Reform Act*), grandchildren, or foster child.

b) **Length of Leave:**

Such leave shall be taken to coincide with the date of the funeral or interment. If necessary, additional leave of absence, without pay, may be granted at the discretion of the Employer.

c) **Former Relationships:**

Common-law status is recognized but in no event shall an employee be eligible for leave for a former common-law relationship or a relationship by marriage which has since been terminated by divorce or annulment.

d) **Geographical Distance of Funeral:**

When an employee cannot attend the funeral of an immediate family member because of geographical distance, he/she shall receive one day's pay at his/her regular rate for the day of the funeral. Such payment will be made only in respect to the employee's absence from work on a regularly scheduled work day.

e) **Pallbearer:**

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

f) **Scheduled Vacation:**

In the event that bereavement leave is required while an employee is on a pre-scheduled paid vacation, such paid vacation shall be re-credited to the employee.

g) **Verification:**

The Employer reserves the right to request proof in all of the above stated instances.

Note: This section shall apply to all full-time and part-time employees for scheduled hours.

19.05 **Pregnancy/Parental/Adoption Leave:**

The parties agree that Pregnancy and Parental/Adoption Leave shall be in accordance with the *Employment Standards Act, 2000* for the Province of Ontario.

19.06 **Jury Duty and Crown Witness Fees:**

The Employer shall pay an employee who is required for jury service or as a Crown witness for each day of such service, the difference between his/her straight time hourly rate for the number of hours he/she normally works on his/her regular shift and the payment they received for jury service or as a Crown witness. The employee will present proof of service and the amount of pay received.

ARTICLE 20 - PAID HOLIDAYS20.01 **Full-Time Employees:**

a) Each of the following days shall be a paid holiday:

New Year's Day	Civic Holiday (1st Mon. in Aug.)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Two (2) float days to be taken on a date mutually agreeable to the employee and Employer. When the Government declares an additional holiday - National Heritage Day, or its equivalent, ~~one (1)~~ the float days shall become and remain the additional paid holiday.

In order to be eligible for a float day holiday, the employee must have rendered a minimum of six (6) months full-time service. A float day must be taken within the calendar year prior to December 20th of that year.

b) Christmas Day/New Year's Day Off:

The Employer will allow an employee either Christmas Day or New Year's Day off, and he/she shall rotate from one to the other each year.

c) Employees may establish a non-replenishable lieu time bank to a maximum of seventy (70) hours, inclusive of time off in lieu of overtime as mutually agreed. Employees may bank their holiday pay entitlement (one ~~(1)~~ day's pay for each of the aforementioned holidays), whether the day is worked or it falls on the employee's regular day off. This bank must be cleared before the expiry of the contract year in which it was earned. Employee requests to schedule time off will not be unreasonably denied. The Employer may schedule the employee to observe any unused time within thirty (30) days preceding the end of the year in which it was earned, the balance, if any to be paid out at the end of such year.

d) Working on a Holiday:

An employee required to work on any of the aforementioned holidays shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times his/her regular straight time hourly rate in addition to his/her holiday pay unless banked in accordance with (c) above. Where the shift falls over two calendar days, paid holiday eligibility will be determined by reference to the day upon which the majority of the employee's hours fall. To qualify for the holiday pay, an employee must work his/her last scheduled shift before the holiday, and his/her first scheduled shift after the holiday, unless absent due to illness or authorized leave of absence under Articles 19.02 – 19.06.

e) An employee's last scheduled shift is the last shift which that particular employee is required to work (which is not necessarily the last shift worked by other employees before the holiday) - i.e. an employee on a leave of absence under Articles 19.02 – 19.06.

f) Holiday During Vacation:

If a paid holiday falls or is observed during the employees' vacation period, they shall be paid for the holiday and instead reschedule the vacation day at a mutually agreeable time.

20.02 Part-Time Employees:

The Employer shall pay employees who work on any of the paid holidays specified below at the rate of time and one-half (1 1/2) their regular rate of pay in addition to any holiday pay to which they **are** entitled, in accordance with the criteria set out in the *Employment Standards Act* and Regulations thereunder:

New Year's Day
Good Friday
Victoria Day
Canada Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

In addition to the above, part-time employees who have completed one thousand (1,000) hours of work, shall **also** be entitled to the Civic Holiday and Easter Monday holidays in accordance with the criteria set **out** above.

ARTICLE 21 - CLASSIFICATION OF EMPLOYEES, WAGES AND ALLOWANCES

21.01 Employees shall be classified and paid in accordance with the applicable schedule attached hereto as Schedule "A" to this Collective Agreement.

21.02 The Employer shall pay wages in a manner consistent with the City's payroll cycle.

21.03 Clothing Allowance :**a) Full-Time Employees:**

An annual clothing allowance of one hundred and fifty (\$150) dollars will be paid in ~~the~~ first full pay period in January to all full-time employees with over three (3) months service to purchase a uniform acceptable to the Employer.

A new employee, after three (3) months service, shall receive an amount pro-rated from the completion of three (3) months service to December 31st of that year. An employee terminating within the year shall refund to the Employer an amount pro-rated from the date of termination to year-end.

b) Part-Time Employees:

A clothing allowance of six (6) cents per hour worked will be paid on each pay as earned.

21.04 Pay During Temporary Transfer:

When an employee is temporarily assigned to or performs the principal duties of a higher paying position for one (1) shift or more, he/she shall receive the rate for the **job** during such temporary period for each hour worked at the higher paying position.

When an employee is temporarily assigned to a lower paying position for one (1) shift or more, he/she shall receive his/her former rate for each hour worked at the lower paying position, unless this is a voluntary move.

21.05 Shift Premium:

Employees scheduled to work afternoon and night shifts shall receive shift premium as follows for each hour so worked:

April 1, 2003	50 cents
April 1, 2004	65 cents
April 1, 2005	75 cents

Any employee whose scheduled hours of work involve part of the day and afternoon shifts shall be entitled to a shift premium if more than fifty (50) percent of the total scheduled hours occur after the start of the afternoon shift (3:00 p.m.). The shift premium shall be paid for only those hours worked after 3:00 p.m.

21.06 Responsibility Pay

The Employer may designate Registered Practical Nurses to assume those responsibilities within their scope of practice which are normally assigned to Registered Nurses. Where so designated, the Registered Practical Nurse shall receive a premium of fifty cents (\$0.50) per hour worked in such capacity,

21.07 Employees Assigned as Cook:

Employees classified as Cook will receive a fifty (\$0.50) cent per hour premium when the Dietary Manager is not on duty.

21.08 Mandatory Training

Employees shall be compensated at their regular straight time rate for time in attendance at all Employer scheduled mandatory in-services training.

ARTICLE 22 – BENEFITS

22.01

A) (a) **Definitions for Sick Leave:**

- (i) **Full-Time Employee:**
A full-time employee who has completed the probationary period.
- (ii) **Short Term Disability:**
Means any sickness or non-occupational injury that is less than one hundred and nineteen (119) consecutive calendar days.
- (iii) **Reduced Sick Leave Days Benefit:**
Means a sick day or days payable at sixty-six and two thirds (86 2/3) percent of the employee's base hourly rate.
- (iv) **Full Sick Leave Benefit:**
Means a sick day or days payable at one hundred (100) percent of the employee's base hourly rate.
- (v) **Common Anniversary Date:**
Means November 1st of the calendar year.
- (vi) **Benefit Year:**
The benefit year shall be the period between November 1st and October 31st the following year.

- (b) Full-Time Employees shall be eligible for eighty five (85) days of Reduced Sick Leave Benefit in the Benefit Year, **subject** to a reduction in accordance with the number of Full Sick Leave Benefits available in the Benefit Year under (c) below.
- (c) Full-Time Employees shall be eligible for five (5) days of Full Sick Leave Benefits in the Benefit Year after each full year of service after their hire or transfer date to a full time position. The eligibility to Full Sick Leave Benefits will be pro-rated for those employees in their first year of full time employment.
- (d) **Maximum Usage:** Under no circumstances shall any employee be entitled to claim more than eighty five (85) days of Reduced and/or Full Sick Leave Benefits in a single Benefit Year.
- (e) Full-Time Employees who are absent from work due to sickness or non-occupational illness/injury on the Common Anniversary Date shall have their applicable Full and Reduced Sick Leave Benefits restored subject to the following provisions:

- (i) the employee has returned to work for ten (10) consecutive seven and one half hours (7 ½) shifts; or
- (ii) the employee returns to work for five (5) consecutive seven and one half hours (7 ½) shifts and ~~is~~ absent for an unrelated sickness or non-occupational injury.

(9) Medical Practitioner's Certificate:

Any full-time employee who is off sick under this plan for three (3) consecutive working days or more and returns to work will be required to produce a legally qualified Medical Practitioner's Certificate, or such other practitioner as the Employer may determine ~~is~~ appropriate in the circumstances, stating he/she is physically fit to return to normal duties. If a certificate is not produced the employee will not receive any payment for such sick time until he/she does produce one.

The Employer reserves the right to question any absence of an employee no matter what the duration. The Employer may require that ~~the~~ employee be examined by an independent, legally qualified medical practitioner at the Employer's expense.

(g) Continuation of Benefits:

While a full-time employee ~~is~~ on short term disability, the Employer shall continue to pay the applicable premiums for health, dental and life insurance benefits as set out in this Collective Agreement.

- (h) No short term disability benefit may be used by a full-time employee for any injury or sickness while on a leave of absence, granted in accordance with Article 19, whether paid or unpaid.

B) Long-Term Disability Benefit:

- a) Upon the completion of one hundred and nineteen (119) consecutive calendar days ~~of~~ sickness ~~or~~ non-occupational injury, and provided the employee is unable to return to work, the employee may make application for the Long-Term Disability Benefit. Eligibility for such benefits will be determined by ~~the~~ insurance carrier in accordance with the terms and conditions of the policy in effect at the time of application.
- b) The benefit payable under the Long Term Disability plan will be seventy-five (75) percent of monthly earnings, to a maximum of four thousand (4,000) dollars per month and is directly offset by CPP/QPP frozen primary disability benefits and Workplace Safety and Insurance Board benefits. The Long Term Disability benefit will be offset further by any other disability income, once income from all other sources exceeds eighty-five (85) percent of the employee's pre-disability monthly earnings.

- c) Income from all other sources includes disability benefits payable under any other government plan, any salary continuation plan, any other group insurance, disability benefit plan, any OMERS Pension benefits, and any retirement benefits.
- d) The Employer will provide the Union with the complete insurance agreement and any addendums thereto.
- e) Payment/payments out of the Long Term Disability Plan will be the sole responsibility of the insurance carrier as engaged by the Employer.
- f) While an employee is on Long Term disability, the Employer agrees to pay the premiums for Extended Health Care coverage on behalf of the employee for two (2) years from the first day of coverage under the Long Term Disability plan.
- g) The Employer agrees to pay one hundred (100) percent of the premiums for the Long Term Disability plan.
- h) The Union agrees that any premium received through Employment Insurance Commission premium reduction will be used to offset the cost of this benefit.
- i) There will be no payment or accrual of vacation credits, vacation pay, or statutory holiday pay for employees in receipt of benefits under the Long Term Disability plan, nor will credit for such be given or paid upon the employee's return to work.
- j) The Employer will endeavour to preserve access to employees' pre-leave position while they are on Long Term Disability for two (2) years from the date of the first benefit payment. Upon the Employer's request, after this two (2) year period has elapsed, the employee will submit to an independent medical examination to assess his/her current condition, as agreed and designated by the parties. Where such examination reveals that there is no reasonable expectation of a return to work in the foreseeable future, the parties agree that the employee may be terminated on the basis of innocent absenteeism.
- k) An employee who has been terminated by the Employer by virtue of receiving Long Term Disability benefits for the two (2) year period and is subsequently re-hired by the Employer for a job which the employee is capable of performing by virtue of his/her ability, training and experience, shall have his/her seniority re-instated inclusive of the two (2) years on Long Term Disability.
- l) The Employer agrees that it will not force a member to apply for OMERS disability benefits.

C) Extended Health Care Coverage:

The Employer shall purchase a contract of insurance providing Extended Health Care Coverage for the employee, as well as his/her spouse and dependents, as defined under such contract, that includes the following:

- (i) \$10/\$20 annual single/family deductible for drug coverage
- (ii) \$8.00 prescription fee cap
- (iii) a \$250/24 month (family) vision care plan. Eye exams to be reimbursed by the Employer to a maximum of \$50/24 months.
- (iv) out of province coverage:
Travel Benefits are eligible within first 60 days per trip to a maximum \$1,000,000.00 per calendar year for emergency services, \$50,000.00 per calendar year for referral Services
- (v) paramedical coverage:
Physiotherapist, Clinical Psychologist, Chiropractor, Registered Massage Therapist, Naturopath, Osteopath, Speech Therapist, Podiatrist/Chiropodist up to \$500.00 per calendar year, per discipline

D) Dental Plan:

The Employer shall purchase a contract of insurance providing Green Shield Basic dental coverage based on the current O.D.A. fee schedule one (1) year in arrears which may change from time-to-time effective the first of the month following one (1) clear month after ratification. The Employer will provide one hundred (100%) percent premium payment. Participation shall be voluntary on the part of any employee with the right to opt in or out of the plan in accordance with the contract of insurance.

E) Group Life and Accidental Death & Dismemberment Insurance:

The Employer agrees to pay one hundred (100) percent of the premium costs for acquiring a contract for Group Life and Accidental Death & Dismemberment Insurance coverage for each regular full-time employee, with the following benefit levels:

Life Insurance- Two times (2x) salary to a maximum of \$200,000
AD&D Insurance- Two times (2x) salary to a maximum of \$200,000

F) Retirees benefits:

Extension of drug and life insurance coverage will be made to qualified retirees with a minimum 10 years of service and OMERS eligibility, consistent with current City policy, available up to age 65 or a maximum of 5 years, whichever occurs first.

G) **O.M.E.R.S. Pension Plan:**

Every eligible employee shall join the Ontario Municipal Employees Retirement System (O.M.E.R.S.) pension plan as a condition of employment in accordance with the plan. Part-time employees shall elect whether to join O.M.E.R.S. in accordance with the plan's applicable rules and regulations.

22.02 **Part-Time Employees:**

Percentage-In-Lieu:

For part-time employees, excluding students, who have completed their probationary period there shall be a twelve (12) percent premium paid for each hour worked in lieu of all fringe benefits (being those benefits paid to a full-time employee in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, holiday pay, court attendance, bereavement pay, clothing allowance and call-back guarantee).

ARTICLE 23 - GENERAL CONDITIONS

23.01 **Job Description:**

The Employer shall prepare a new job description whenever a new job is created. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination.

23.02 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 so requires.

23.03 **Disabled Employees Preference:**

In the event that an employee sustains injuries at work or becomes afflicted by any occupational disease during the course of his/her employment and becomes physically disabled as a result thereof, every effort will be made by the Employer to give the disabled employee such suitable employment as is available.

The parties to this agreement recognize that the duty to accommodate is a multi-party exercise involving the Employer, the Union and affected employees. The Union and the employee agree to participate and cooperate fully with this mutual process of accommodation, pursuant to which the employee agrees to provide medical information as may be required by the Employer from time-to-time to meet this duty.

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ARTICLE 24 – DURATION OF COLLECTIVE AGREEMENT

- 24.01 This Collective Agreement shall become effective as of April 1st, 2006 and shall remain in force until March 31st, 2010. Notice that amendments are required or that either party intends to terminate this Collective Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Collective Agreement or to any anniversary of such expiration date.
- 24.02 Upon receiving notice under Article 24.01, the party receiving notice shall commence bargaining as soon as reasonably possible, with a view to making a new Collective Agreement.
- 24.03 During bargaining, the Collective Agreement shall continue in full force and effect until such time as conciliation services have been applied for and the parties are in a position to lawfully strike or lockout, or until a new Collective Agreement has been signed.

ARTICLE 25 – PERSONNEL FILES

25.01 **Employee Personnel File:**

An employee has the right to review their personnel file within five (5) days of requesting it in writing to the Director of Human Resources/designate.

When reviewing their files they shall do so in the presence of the Employer and shall have the right to Union representation. The employee shall have the right to make copies of any material contained in his/her personnel record. The first twenty (20) copies shall be at the Employer's expense. Any remaining copies shall be paid by the employee at the rate set in the *Municipal Freedom of Information Act*.

The Employer retains the right to schedule the review of the personnel file and such review shall be scheduled during the employee's non-paid time.

25.02 **Clearing of Employee's Record:**

Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction, provided the employee's record has been discipline-free for such eighteen (18) month period.

Signed in Lindsay, Ontario this 9th day of November, 2006.

FOR THE UNION

Joe Wentkus

Betty Hopkins

Melanie O'Brien

Cheryl Jones

Sheryl Maffei

FOR THE EMPLOYER

Janice Platt

Bob Knight

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SCHEDULE "A"

Position	1-Apr-05	1-Apr-06	1-Apr-07	1-Apr-08	1-Apr-09
Registered Practical Nurse	\$ 20.32	\$ 21.13	\$ 21.77	\$ 22.53	\$ 23.37
Maintenance Co-ordinator	\$ 20.32	\$ 20.93	\$ 21.45	\$ 21.99	\$ 22.59
Nursing Attendant / PSW	\$ 17.75	\$ 18.28	\$ 18.74	\$ 19.21	\$ 19.74
	\$ 17.59	\$ 18.12	\$ 18.57	\$ 19.03	\$ 19.56
Cook	\$ 17.55	\$ 18.08	\$ 18.53	\$ 18.99	\$ 19.51
Life Enrichment Assistant	\$ 17.33	\$ 17.85	\$ 18.30	\$ 18.75	\$ 19.27
Recreation Assistant	\$ 17.33	\$ 17.85	\$ 18.30	\$ 18.75	\$ 19.27
Handyperson	\$ 16.16	\$ 16.64	\$ 17.06	\$ 17.49	\$ 17.97
Dietary Aide	\$ 16.16	\$ 16.64	\$ 17.06	\$ 17.49	\$ 17.97
Building Services Aide	\$ 16.16	\$ 16.64	\$ 17.06	\$ 17.49	\$ 17.97
Student	\$ 11.80	\$ 11.80	\$ 11.80	\$ 11.80	\$ 11.92

Probationary and part-time employees (excluding students) shall be paid two (\$2.00) dollars per hour below the classification hired into and shall progress to job rate as outlined in the schedule above at the rate of one dollar and fifty cents (\$1.50) cents per hour increase after four hundred and ninety-five (495) hours continuous service and the job rate at nine hundred and ninety (990) hours of continuous service.

HEALTH CARE AID SUPPORT WORK PLACEMENT

INTER-UNDERSTANDING

between

**CORPORATION OF THE CITY OF KAWARTHA LAKES
(VICTORIA MANOR)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 1167**

The parties are in agreement that:

Subject to any **legal** requirements, the parties agree that a Health Care Aide (H.C.A.) Certificate will be deemed to be equivalent to a Personal Support Worker (P.S.W.) Certificate for **all** purposes falling under **this** Collective Agreement or **for** any other reason pertaining to employment. In other words, a H.C.A. Certificate will be deemed to be equivalent to a P.S.W. Certificate unless it is subsequently mandated that an employee obtain a P.S.W. Certificate (eg. by legislation or by a certifying body).

Signed in Windsor, Ontario this 30 day of June, 2004.

FOR THE UNION

FOR THE EMPLOYER

Elizabeth Connor
Shirley Love (Pres)
Judy Bailey
Roger Green
Charlene Ason

Janice Platt
Barbara Rusk
Barbara Anderson
Spring L. Johnson



Letter of Understanding

Between

City of Kawartha Lakes

-and-

CUPE 1167, Victoria Manor

Without prejudice of precedent

The parties mutually agree to the following to clarify the administration of the temporary part-time Handyperson, referred to as "Back-up Handyperson":

1. The position was initially posted in February, 1990 as Handyperson (on call temporary replacement) and most recently posted in September, 2005 as Handyperson (temporary part-time).
2. Within the hours of work section of this posting it states that the incumbent in this position is to be scheduled to replace the regular full time handyperson when he/she is unavailable for work due to vacation or sick relief.
3. The successful candidate maintains his/her current job status in their "home position".
4. It is understood that in the case of this temporary part time handyperson position, sick relief is not limited to short term, day to day relief, but also includes longer term absences.

Dated the 15th day of May 2006.

For the City of Kawartha Lakes

Sandra Rine

Janice L. Gosselin

For the Union

Shirley Love

Melanie Brown

Cc. Dwayne Cocker, Liana Patterson, Shirley Gostlow, CUPE 1167

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LETTER OF AGREEMENT

between

**CORPORATION OF THE CITY OF KAWARTHA LAKES
(VICTORIA MANOR)**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS' LOCAL 1167**

The parties are in agreement that:

As a result of the revised wording under Article 7 – No Discrimination (7.01) which included in part the elimination of the words "place of residence", the Employer agrees that it will not require employees of the Employer to reside within the boundaries of the City of Kawartha Lakes.

Signed in Lindsay, Ontario this 30 day of June 2004.

FOR THE UNION

Elizabeth Cum
Shirley Law (Pres)
Judy Bailey
Roger Green
Charlene Don

FOR THE EMPLOYER

Janice Platt
Dando Rose
Shirley A. Garsland
Barbara Andrews