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EPEL	96	04	01
YEAR	98	03	31
NO. OF EMPLOYEES	140		
NUMBER DOLLARS	20		

COLLECTIVE AGREEMENT

BETWEEN

THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE

- AND -

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1748

Expires March 31, 1998

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CONTENTS

<u>ARTICLE</u>	Page No.
1 Recognition - Article 1	3
2 Relationship - Article 2	4
3 Employer Rights - Article 3	6
4 Grievance Committee - Article 4	6
5 Grievance Procedure - Article 5	7
6 Arbitration - Article 6	8
7 Employer Grievances & Union Grievances - Article 7	9
8 Discharge Cases - Article 8	10
9 No Strikes. No Lock Outs - Article 9	11
10 Wages - Article 10	11
11 Hours of Work and Overtime - Article 11	11
12 Vacations with Pay - Article 12	15
13 Holidays - Article 13	18
14 Seniority - Article 14	19
15 Sick Leave Provisions - Article 15	23
16 General - Article 16	27
17 Job Security - Article 17	31
18 Termination- Article 18	31
Signature Page	31
Schedule A	32
Letter of Intent- Employee Assistance Program	33
Letter of Understanding - R.P.N. Responsibility	34
Letter of Understanding re Amalgamation/Disbandment	35
Letter of Agreement - Part Time Vacation	3

WHEREAS the purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Employer and its employees covered by this Agreement, through the Union, to secure prompt disposition of grievances, to eliminate interruption of work, and interference with efficient operations of the Employer's business, and to maintain fair wages, hours and working conditions for the said employees, all as set forth in this agreement.

NOW THEREFORE the parties hereto hereby agree as follows.

ARTICLE 1 - RECOGNITION

1:01 The employer recognizes the Canadian Union of Public Employees and its Local 1748 as the sole and exclusive collective bargaining agent for all its employees of Northumberland County at its Golden Plough Lodge at Cobourg, Ontario, save and except Supervisors, persons above the rank of Supervisor, Administrator, Secretary to the Administrator, Personnel and Payroll Clerk, Secretary to Director of Nursing (Ward Clerk), professional and medical staff, graduate and undergraduate nurses, volunteers, co-op students and students employed during the school vacation period.

1:02 As used in this Agreement, the term "parttime employee" shall mean an employee regularly employed for not more than twenty-four (24) hours per week.

1:03 (1) **Volunteers**

The County agrees that volunteers will not take on work currently performed by bargaining unit members, except to the extent it has been done in the past.

(2) **Students**

"School vacation periods" will refer to the summer, Christmas, and March breaks as they may be designated by the school boards from time to time.

(3) **Subsidized Workers/Co-OP Students**

The parties agree the Employer may continue to utilize workers whose placement at the Plough is being subsidized by an educational organization.

(4) **Ontario Works/Government Programs Persons**

The employer may only use such persons for positions that no member of the bargaining unit has been in for at least two (2) years. Furthermore, such positions shall not last more than ten (10) months for any individual.

Non-bargaining unit employees shall not perform bargaining unit work to the extent that it causes the layoff of a bargaining unit employee. unless mutually agreed upon in writing.

ARTICLE 2 - RELATIONSHIP

2:01 Union Membership

The parties hereto mutually agree that any employee of the Employer covered by this Agreement may become a member of the Union if he wishes to do so and may refrain from becoming a member of the Union if he so desires.

2:02 No Discrimination

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union..

2:03 Meetings During Working Hours

It is agreed that the Union and the employees will not engage in Union activities during paid working time or hold meetings at any time on the premises of the Employer without the permission of the Administrator which permission shall not be unreasonably denied.

2:04 C

The Employer agrees to deduct from the pay of all employees who have completed the probationary period whatever sum is authorized by the Union for regular union dues. Such amount shall be a percentage of employees' pay deducted each pay period and shall be remitted not later than the 15th day of the month following the deduction to the Canadian Union of Public Employees, National Secretary Treasurer.

The Employer shall when remitting such dues name the employees from **whose** pay such deductions were made and also the names of those employees who have left the employment of the Employer since the last payment.

2:05 Negotiating Committee

It is agreed that a negotiating committee composed of not more than three (3) employees plus the President of the Local shall be paid at their regular hourly rate for time lost from work for the purpose of attending negotiating meetings with the Employer. Such payment shall be limited to the length of the meeting and shall not exceed the amount the employee would normally have earned for such regular working day. It is further agreed that the Employer's negotiating committee shall be composed of at least the Administrator of the Golden Plough Lodge, the Chief Administrative Officer of the County, and a spokesperson for the County.

2:06 Leave of Absence for Union Functions

- a) Leave of absence without pay and without loss of seniority shall be granted upon request to the Employer, to employees who are allocated or appointed to represent the Union at Union conventions or seminars provided that no more than two (2) employees from any department, but not more than one (1) employee from any given shift, may be absent at any one time, and provided such request is made at least a week in advance of the absence.

b) Leave of Absence for Appointment or Election to Union Office

Upon receipt of reasonable written notice, the Employer will grant a leave of absence of up to two (2) years without pay or benefits, and without loss of seniority or job classification, to no more than one (1) employee at any one time who is elected to a full time position with the Canadian Union of Public Employees, the Ontario Federation of Labour or the Canadian Labour Congress, or who accepts assignment to a non-elected position with any of these organizations. Any request for any extension will be at the discretion of the Corporation. Where such a leave is for thirty (30) working days or less, the Employer will pay the employee in the normal course and then bill the Local as per current practice.

- 2:07 A new employee will have an opportunity to meet with a representative of the Union once during working hours for a period of fifteen (15) minutes during the employee's orientation period 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.

ARTICLE 3 - EMPLOYER RIGHTS

3:1 The Union recognizes and acknowledges that the management of the Lodge and direction of the working force are fixed exclusively in the Employer and, without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, suspend and retire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce and alter, from time to time, rules and regulations to be observed by the employee;
- (d) determine the nature and kind of business conducted by the Employer, the kinds and locations of facilities, equipment and materials to be used, the methods and techniques of work, the content of jobs, the schedules of work, the number of employees to be employed, the extensions, limitations, curtailment or cessation of operations, or any part thereof, and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer.

3:02 The Employer agrees that none of the rights set forth in this article will be exercised in a manner inconsistent with the express provisions of this Agreement.

ARTICLE 4 - GRIEVANCE COMMITTEE

4:01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of the President, the Grievance Chair and the Steward responsible for the grievance.

4:02 The employer acknowledges the right of the Union to appoint or otherwise select four (4) stewards, one of which shall be known as the Chief Steward. All stewards shall have completed the probationary period and shall be regular employees of the Employer during their term of office. The name, area of responsibility of each steward as well as the name of the officers of the Local as selected from time to time, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or officers until it has been so notified. Each steward shall be designated to one of the following areas:

Two (2) stewards to Nursing department and Activation department;

One (1) steward to the Dietary department;

One (1) steward shall be designated to the Housekeeping department including Laundry and maintenance.

In the event that the designated steward is unavailable any one of the appointed stewards may substitute.

4.03 Permission to Leave Work

The permission of a steward to leave work without loss of pay to attend grievance step meetings under clause 5.03 will not be unreasonably withheld.

4.04 Representative of the Union

The Union may have the assistance of a representative of the Canadian Union of Public Employees at all collective bargaining meetings and at any grievance meeting commencing at Step 2 or Step 3 of the grievance procedure if requested by either party or at any other meeting of the parties on the mutual consent of the parties.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances concerning the interpretation or alleged violation of the Agreement as quickly as possible.

5.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than five full working days before the filing of the grievance.

5.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

STEP 1

Any employee having a complaint shall first take the complaint up with their immediate supervisor in an effort to reach a mutually acceptable resolution to the issue. He shall have the assistance of his steward if he so desires. The Supervisor shall give his/her decision within five (5) working days following the discussion. If the decision is not satisfactory to the employee concerned, then the grievance may be presented in writing as follows:

STEP 2

Within five (5) working days after the decision is given at Step 1 the aggrieved employee shall, present the grievance (which shall be reduced to writing on a form supplied by the Union) to the Administrator. The grievance shall state the issue of the grievance and the section(s) of the agreement alleged to have been breached. The aggrieved employee shall have their steward present at the time the written grievance **is** presented, if requested. If a settlement satisfactory to the employee concerned is not reached, then the grievance may be presented as follows:

STEP 3

Within five (5) working days after the decision is given under Step 2, the aggrieved employee together with the Union President or designate may submit his/her grievance to the Chief Administrative Officer who shall arrange a meeting as promptly as possible between the Union and the Employer. A copy of the grievance will be provided to the Administrator of the Home at the same time as the grievance is presented to the C.A.O. It **is** further agreed that such committees will be limited to three (3) members plus counsel if desired by either party. The Chief Administrative Officer **will** render a decision in writing within seven (7) working days following such meeting.

- 5:04 If final settlement is not reached at Step 3, then the grievance may be referred in writing by either party to an Arbitrator as provided in Article 6 below at any time within ten (10) working days after the decision is given under Step 3 and if no such written request for arbitration is received within the time limit, then it shall be deemed to have been abandoned. The name of the next Arbitrator in the rotation shall be contained in the Notice to Arbitrate.
- 5:05 In this Article and in the Articles 6, 7 & 8 in calculating working days, Saturdays, Sundays and paid holidays shall not be included
- 5:06 Any of the time limits mentioned in the above procedure may be extended by mutual agreement in writing.

ARTICLE 6 - ARBITRATION

- 6:01 Both parties to this Agreement agree that any dispute or grievance relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter **is** arbitrable, or an alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 5 above, and which has not been settled, will be referred to an Arbitrator, at the written request of either of the parties hereto.

6:02 Where a grievance is referred to arbitration, it shall be heard by a single arbitrator chosen in rotation from the following list. The parties agree that the following persons shall, in turn, serve as single arbitrators on a rotating basis:

1. Gail Brent
2. Felicity Briggs
3. Howard Brown
4. Daniel Harris
5. William Kaplan

If an arbitrator is not available (i.e. within six (6) months), the next person on the list shall be selected, and so on, until one of those on the list is available. For the next grievance moved to arbitration, the person who appears on the list immediately after the arbitrator last selected shall be next in sequence of selection. By mutual agreement in any particular case, the parties may select a listed arbitrator out of turn or select an arbitrator not on the list. If none of the persons on the list is available, and if the parties are unable to agree upon an alternative arbitrator, the parties shall ask the Minister of Labour to appoint a single arbitrator. Whether or not the matter is settled or withdrawn thereafter, the arbitrator selected is deemed to have been "used" for purposes of rotation.

6:03 The decision of the arbitrator shall be binding on both parties.

6:04 The Arbitrator shall not have any power to alter or change any of the provisions of this agreement nor to substitute any new provision for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement.

6:05 Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.

ARTICLE 7 - EMPLOYER GRIEVANCES AND UNION GRIEVANCES

7:01 Any grievance instituted by the Employer may be referred in writing to the President of the Local within ten (10) full working days of the occurrence of the circumstances giving rise to the grievance and the Grievance Committee shall meet within ten (10) working days thereafter with the Employer to consider the grievance.

At this time they may be accompanied by a full time representative of the Union if his presence is requested by either party. If final settlement of the grievance is not completed within five (5) working days of such meeting, the grievance may be referred, by either party, to an Arbitrator as provided in Article 6 at any time within ten (10) working days thereafter, but not later.

7:02 A Union policy grievance, which is defined as an alleged violation of this Agreement concerning the Union as such or concerning all or a substantial

number of employees in the bargaining unit, may be lodged by the Union in writing with the Home Administrator at Step 2 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated.

- 7.03 Should the matter proceed to arbitration, the arbitrator will be restricted to non-monetary redress.

ARTICLE 8 - DISCHARGE CASES

- 8.01 A claim by an employee who has completed the probationary period that he has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator at Step No. 2 of the grievance procedure within five (5) full working days after the employee ceases working for the Employer. Such special grievances may be settled by:

- (a) confirming the Employer's action in dismissing the employee or
- (b) reinstating the employee with full compensation for time lost; or
- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Arbitrator.

8.02 Personnel Records

An employee shall have the right to have reasonable access to his/her personnel record under the supervision of the Employer. Any written response of the employee to discipline will be included as part of the file. An employee shall have the right to make copies of any material contained in his/her personnel record.

- 8.03 Any letter of reprimand, suspension or other sanction will be removed from the record of any employee twenty-four (24) months following the receipt of such letter, suspension or other sanction, provided the employee's record has been discipline free for such twenty-four (24) month period.
- 8.04 At the time formal discipline is imposed an employee shall have the right upon request of the presence of his steward. The Employer shall have the right to equal representation at such meeting. In the case of suspension or discharge the Employer shall notify the employee of his right in advance.
- 8.05 Wherever possible, an employee shall be advised of the subject matter **prior** to a meeting which the employee is requested to attend with the Employer.

ARTICLE 9 - NO STRIKES, NO LOCK-OUTS

- 9:01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, unlawful picketing, slow-down or stoppage of work, either complete or partial and the Employer agrees that there will be no lock-out.
- 9:02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, unlawful picketing, stoppage or slowdown contrary to Clause 9:01 but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Article 5 above.
- 9:03 Should the Union claim that a cessation of work constitutes a lock-out, it may take the matter up with the Employer at Step ~~No~~ 3 of the grievance procedure.

ARTICLE 10 - WAGES

- 10:01 Schedule "A" hereto headed "Wages and Classifications" is hereby made a part of this Agreement.
- 10:02 An employee relieving in a higher paid classification shall receive the higher rate while so employed.
- 10:03 **Lead** hands shall be designated to cover each shift in the Dietary Department and shall be paid a premium of five (5%) percent above their regular hourly rate for such time worked.
- 10:04 **An** employee working part time who is not in receipt of any benefits shall receive an amount equal to eleven (11%) percent of their regular straight time hourly rate in lieu of all benefits.
- 10:05 Any employee who is designated by the Employer to relieve in the absence of the Supervisor shall be paid a premium of five (5%) percent above their hourly rate for such time worked.

ARTICLE 11 - HOURS WORKED AND OVERTIME

- 11:01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of **work** per day or per week, or of **days** of work per week.

11:02 The standard work week shall consist of an average of eighty (80) hours in a two (2) week period comprised of ten (10) eight (8) hour days. Work schedules shall be prepared by the Employer and posted in advance so that employees will be aware of their work schedules at least two (2) weeks in advance and posted in a place accessible to the affected employees. Work schedules shall provide the following conditions:

- (a) Not more than ~~six~~ (6) consecutive days of work.
- (b) ~~Two~~ (2) consecutive days off at a time, provided however, that split days off may be scheduled by mutual agreement between the Employer and the employee concerned
- (c) One (1) weekend off in every three (3) weeks.
- (d) Either Christmas Day or New Year's Day off for each employee.
- (e) The Employer will allow shift changes in the event of an emergency or provided notice is received by the Employer prior to the posting of schedules of work or notice is received after the schedule has been posted provided that the employee requesting the shift change has found the employee required to replace him and provided that the shift change is acceptable to the employee's immediate Supervisor.
- (f) In order to ensure either Christmas Day or New Year's Day off for each employee, it is agreed that provisions 11:02 (a) and 11:02 (c) are waived during the period between December 15th and January 15th.

11.03 Full Time

Overtime at the rate of time and one half (1-1/2) the employee's regular hourly rate shall be paid for all authorized work performed:

- (a) In excess of eight (8) hours per day;
- (b) On the employee's seventh (7th) consecutive day of work and every consecutive day worked thereafter;
- (c) On an employee's regular scheduled day off;
- (d) An employee **who is called** into ~~work~~ outside of regularly **scheduled** working hours shall be given four (4) hours notice. If **four (4)** hours notice is not given then the employee will be compensated at the overtime rate for **all** hours worked.

- (e) Notwithstanding the foregoing, should an employee, with permission of his supervisor, and at his own request, exchange shifts with another employee, such that any of the foregoing would apply, no overtime will be paid.

Part Time

The provision of clauses 11:02 and 11:03 (i) shall not apply to part time employees. For part time employees, overtime at the rate of time and one half (1-1/2) the part time employee's regular hourly rate shall be paid for all authorized work performed:

- (a) in excess of eight (8) hours per day;
- (b) on the employee's seventh (7th) consecutive day of work, and every consecutive day worked thereafter;
- (c) or the employee's sixth (6th) consecutive weekend worked and each consecutive weekend thereafter;
- (d) notwithstanding the foregoing, should a part time employee, with the permission of the Supervisor, and at the employee's own request, exchange shifts with another employee, such that any of the foregoing would apply, no overtime will be paid.

11:04 Part Time Scheduled Hours and Call ins

Part time employees shall have their regularly scheduled hours divided as equally as may be reasonably possible among all employees within the classification.

Available non-scheduled hours will be offered as equally as is reasonable on a rotational basis among all employees within the classification.

The Employer agrees to keep a posted record of all non-scheduled hours worked or refused by part time employees.

Breaches of this provision shall be corrected by whatever means is appropriate. For example, an additional shift may be given to an aggrieved employee, or an extra call-in may be scheduled. Where appropriate, the aggrieved employee may be paid.

Employees called by the Employer less than one (1) hour before the normal starting time of a shift or up to one (1) hour past ~~start~~, and asked to report to work for non-scheduled hours shall be paid from the normal starting time of the shift, if they report at ~~work~~ within one (1) hour and fifteen (15) minutes from the time the call was received.

11:05 Lunch Period

There shall be a one half (1/2) hour unpaid lunch period which shall be scheduled away from the work station during the shift whether day, evening or night. Should the employee be recalled to duty during the lunch period, he shall resume the remainder of his lunch period at the first opportunity. Where it **is** not feasible to schedule the lunch period away from the employee's work station or where the employee is recalled to duty during the lunch period, the employee shall be compensated at his straight time hourly rate of pay for that period.

Paid Rest Periods

There shall be one (1) fifteen (15) minute paid rest period for the first half of each shift and one (1) fifteen (15) minute paid rest period in the second half of each shift to be granted at a time or times selected by the Employer.

11:06 Reporting Pay Guarantee

Employees reporting for work as usual on a regular working day, unless notified by the previous day not to report, and for whom no work at his regular job is available, shall be offered at least four (4) hours' employment in other work at the employee's straight time rate, or at the Employer's option, will be paid four **(4)** hours' pay in lieu of work. This provision shall not apply if the failure to receive the notice was caused by the employee's absence on the previous day or if the failure to provide work is caused by reason of a strike or other work stoppage. machinery breakdown. fire, flood. power Failure, other like cause or any reason beyond the control of the Employer.

11:07 Call Back Pay Guarantee

An employee who has left work at the required quitting time and who is recalled to work shall be paid a minimum of three **(3)** hours' pay at the employee's appropriate rate.

11:08 Shift Premium

A shift premium of forty-seven(47¢) cents per hour (effective December 1, 1993 - fifty-five[55¢] cents) shall be paid to an employee working on a shift where at least fifty (50%) of the scheduled shift falls between the hours of 3 p.m. of one day and 8 a.m. of the day following. If an employee leaves before the end of his shift with the permission of the Employer he shall receive full shift premium for such shift.

11:09 Time Off Between Shifts

At least two (2) full shifts shall be scheduled off between shifts or changeover of shifts unless by mutual consent. It **is** agreed that the foregoing will only apply as a result of the job posting procedure.

- 11:10 Employees required to work during clock changes for daylight or standard time will have one (1) hours pay added at premium rates or one (1) hours pay deducted as the case may be.

ARTICLE 12 - VACATIONS WITH PAY

- 12:01 All permanent employees who have acquired one (1) year of service with the Employer shall receive two (2) weeks vacation at a time or times convenient to the Employer.
- 12:02 All permanent employees who have acquired three (3) years service with the Employer shall receive three (3) weeks vacation at a time or times convenient to the Employer.
- 12:03 All permanent employees who have acquired eight (8) years service with the Employer shall receive four (4) weeks vacation at a time or times convenient to the Employer.
- 12:04 All permanent employees who have acquired seventeen (17) years service with the Employer shall receive five (5) weeks vacation at a time or times convenient to the Employer.
- 12:05 All permanent employees who have acquired twenty-five (25) years of service with the Employer shall receive ~~six~~ (6) weeks vacation at a time or times convenient to the Employer.
- 12:06 A permanent employee who is entitled to receive two (2) weeks vacation shall receive as vacation pay an amount equal to .8333 day's pay for each full month of employment during the twelve (12) months immediately preceding his vacation. A permanent employee who is entitled to receive three (3) weeks vacation shall receive as vacation pay an amount equal to 1.25 days for each full month of employment during the twelve (12) months immediately preceding his vacation.
- A permanent employee who is entitled to receive four (4) weeks vacation shall receive as vacation pay an amount equal to 1.6667 days pay for each full month of employment during the twelve (12) months immediately preceding his vacation.

A permanent employee who **is** entitled to receive five (5) weeks' vacation shall receive as vacation pay an amount equal to 2.0834 days' pay for each full month of employment during the twelve (12) months immediately preceding his vacation.

A permanent employee who is entitled to receive six (6) weeks vacation shall receive as vacation pay an amount equal to 2.5 days pay for each full month of employment during the twelve (12) months immediately preceding his vacation.

12:07 Entitlement to vacation pay for part time employees shall be based on 1600 hours worked equals one (1) year of service. This part time service shall be recognized for full time vacation entitlement in the event of a transfer to full time status.

12:08 Temporary

The vacation entitlement of temporary employees shall be in accordance with the provisions of the Employment Standards Act.

12:09 Early Request for Vacation Pay

An employee may, upon giving at least two (2) weeks notice, receive on the last office day preceding commencement of his annual vacation any pay cheque or cheques which may fall due during the period of his vacation. Vacation pay for part time employees will be paid on July 1st of each year unless the employee requests otherwise in writing in which case it shall be paid at year end.

Part time vacation pay will be issued on a separate cheque as of July 1st in any year.

12:10 Vacation Schedules

- (a) A vacation schedule "blank" **shall** be posted on or before April 1st of each year. The vacation schedule blank shall be removed on April 25th of each **year**, and vacation requests shall be considered final as at 12:00 noon on that date. Employees must signify their vacation preference or preferences while the vacation schedule "blank" is posted

Employees who fail to indicate their vacation preferences on the vacation schedule "blank" in each **year shall** not be able to exercise seniority rights in determining vacation preferences for that year.

Vacation schedules shall be posted by May 15th in each year and shall not be changed unless mutually agreed to by the employee and the Employer. An employee shall be entitled to receive a vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer, it being understood that during the months of July and August, the unbroken vacation period shall be limited to a two (2) week period. There shall be no vacation between December 15th and January 15th without consent of the Employer.

- (b) Vacation preference as indicated on the vacation schedule "blank" referred to in Article 12:09 (a) shall be in strict order of seniority within the Unit or Department, provided only that the Employer must be able to retain an adequate staff in each Department and on each floor to meet the normal requirements of the Home.

12:11 Vacation Pay on Termination

An employee terminating his employment at any time in his vacation year, before he has had his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation upon termination.

- 12:12 Unless otherwise mutually agreed upon, vacation shall be scheduled in conjunction with an employee's regularly scheduled day off.

12:13 Vacation Interruption Because of Sickness

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 provision will not be counted against the employee's vacation credits.

- 12:14 When an employee transfers by means of a job posting award from one classification, Unit or Department to another, the employee's annual vacation may be re-scheduled to suit the classification, Unit or Department to which the employee has transferred. Such adjusted date shall be subject to the mutual consent of the employee concerned and the employee's immediate Supervisor. Seniority shall not govern for that vacation year only, unless the transfer was completed prior to the vacation schedules being posted.

- 12:15 Vacations shall not accumulate from year to year except that an employee with three (3) weeks or more entitlement may carry over one (1) week for the following vacation year and an employee entitled to an annual vacation must take time off and under no circumstances shall be allowed to receive vacation pay and continue working. Vacation accumulation shall be allowed once in any two (2) year period.

ARTICLE 13 - HOLIDAYS

17 71 The following days are recognized as paid holidays under this Agreement:

New Year's Day
Good Friday
Victoria Day
Dominion Day
Civic Holiday

Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

It is understood and agreed that the said holidays cannot be granted to all employees as a day off and that employees may be required to work on such days. An employee required to work any of the said holidays shall be paid at the rate of time and one half (1-1/2) for all hours worked on the said holiday and shall be granted another day off with pay. Such day off to be taken at a time mutually agreed upon between the Employer and the employee and to be within a period of five (5) weeks before or after the said holiday.

Provided that the exchange is acceptable to the employee's immediate Supervisor, it is agreed that where an employee discovers after the schedule is posted that a statutory holiday assigned to him would create a hardship, and where the employee can find a fellow employee with whom to exchange a statutory holiday within the schedule, such exchange will be accommodated. It is understood and agreed if the said day off is taken on a Monday then it may be taken consecutively with the employee's scheduled day or days off. If a holiday falls on an employee's scheduled day off such employee shall be granted an additional day off with pay. The above holidays will be observed as per the current calendar.

13:02 In order to qualify for payment for a holiday, an employee must work his last scheduled working day before and his first scheduled working day after the holiday and he must work on the holiday if he is so scheduled, provided however, that an employee who would otherwise be entitled to receive payment for the holiday but was absent due to illness verified to the satisfaction of the Employer on one of the days mentioned herein, will not thereby be deprived of holiday pay.

13:03 If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day of vacation with pay for each such holiday. The additional day's vacation for each holiday shall be taken in conjunction with the employee's vacation unless otherwise mutually agreed upon

13:04 Additional Holiday

In addition to the holidays listed in clause 13:01, all employees, except part time employees shall be granted one additional holiday to be taken at a time mutually agreed upon between the employee and the Employer, such

holiday not to be taken in the months of July, August or December. When the date of the holiday is agreed upon between the employee and the Employer, then that date shall for that employee be deemed to be a paid holiday and shall be subject to clauses 13:01, 13:02 and 13:03.

13:05 Application to Part Time

The provisions of clauses 13:01, 13:03 and 13:04 do not apply to part time employees provided however, that if a part time employee works on one of the days listed in clause 13:01, then he shall be paid at the rate of time and one half (1-1/2) for all hours worked on that day, and provided further that a part time employee shall, subject to clause 13:02, receive a regular day's pay for the holiday or holidays listed in clause 13:01 if he has worked on at least eight (8) days during the four (4) week period immediately preceding the holiday.

13:06 A part time employee who has worked on at least eight (8) days during the month of December will receive a sum equal to a regular day's pay. The payment provided for in this clause is to compensate eligible part time employees for the additional holiday granted to eligible full time employees in clause 13:04 and such payment will be included with the first pay given part time employees in February of any year.

ARTICLE 14 - SENIORITY

14:01 A full-time employee shall be considered probationary for the first four hundred eighty (480) hours worked, and shall have no seniority rights during that period. The Employer shall have the right to extend the probationary period of such an employee on a one-time basis for up to an additional two hundred and forty (240) hours worked. After successfully completing the four hundred and eighty (480) hours worked, and the additional hours where applicable, such an employee's seniority shall date back to his/her last date of hire. The Employer will notify the Union of any extension of a probationary period.

14:02 (a) Seniority Defined

Seniority as referred to in this Agreement shall mean length of continuous service in the employ of the Employer. The Employer shall maintain a seniority list showing the date upon which each permanent employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January of each year.

Application to Part Time

The provisions of clauses 14:01 and 14:02 do not apply to part time employees. A part time employee shall be considered probationary for the first five hundred and twenty hours (520) hours and shall have no seniority rights during that period. After the first five hundred and twenty (520) hours worked, a part time employee shall be placed upon the seniority list and he shall be credited For work performed during his probationary period.

(b) Seniority Lists

A separate seniority list shall be maintained for part time employees and the seniority of part time employees shall be based on forty (40) hours worked equaling one (1) week's seniority. In the event that a part time employee is transferred to full time status, or a full time employee is transferred to part time status, then the employee shall be transferred to the appropriate seniority list and shall be credited with all seniority accumulated by him as of the date of such transfer and in addition a part time employee who is **so** transferred shall not be required to serve an additional three (3) months in order to qualify for sick leave credits in accordance with Article 15, Benefits. For the purpose of determining an employee's qualifications, a part time, or full time employee who has completed his or her probationary period shall not be required to complete another probationary period if such employee is transferred from part time status to full time status or vice versa **as** the case may be.

- 14:03 (a) In matters of promotion and staff transfers, appointments shall be made to the senior applicant who possesses the skill, ability, qualifications and experience to meet the normal requirements for the job.

When a vacancy occurs in a position in the bargaining unit or when a new position is created in the bargaining unit, the Employer shall notify the Union in writing and shall post notice of the position for five (5) working days and any employee in the bargaining unit may make written application therefore..

- (b) A job posting shall contain the nature of the position, the general criteria required per 14:03 (a) and the appropriate wage scale. **No** outside advertisement for any vacancy shall be placed until the applications of members in the bargaining unit have been considered. Where an employee has successfully bid and has been placed in the new position, such employee shall be disqualified from bidding on any future job posting for a period of four (4) months following his/her placement in the new position unless it **is** mutually agreed due to extenuating circumstances. This applies to a permanent full time position only.

- (c) The successful applicant shall be placed on trial for a period of forty-five (45) calendar days. Conditional on satisfactory performance, the employee's placement shall become permanent after the completion of the trial period. In the event that the successful applicant is unsatisfactory in the position during the trial period, or if the Employer finds that the employee is unable to perform the duties of the new position, the employee shall be returned to the employee's former position without loss of seniority and wage or salary of such former position. Within this period, the employee may also voluntarily return to the employee's former position. Any other employee promoted or transferred because of the re-arrangement of position shall also be returned to the employee's former position without loss of seniority and wage or salary of such former position.
- (d) In the event of a lay-off, employees shall be laid off in the reverse order of their seniority and shall be recalled from lay-off in the order of their seniority subject only to their qualifications and ability to perform the work available.

No new employees shall be hired until those laid off have been given an opportunity of recall.

14:04 Part time employees who satisfy the provisions of clause 14:03 shall be given preference in filling full time vacancies in preference to hiring new employees.

14:05 Accumulation of Seniority

Seniority shall accumulate in the following circumstances only:

- (a) when off the payroll due to lay off, sickness or accident in which case seniority will continue to accumulate for a period of time equal to twelve (12) months or the length of the employee's seniority, whichever is shorter;
- (b) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first three (3) months of such leave;
- (c) when absent on vacation or on paid holidays;
- (d) when actually at work for the Employer.
- (e) when on maternity and/or parental leave.

14:06 Loss of Seniority

Seniority shall terminate and an employee shall cease to be employed by the Employer when he:

- (a) voluntarily quits his employment with the Employer;
- (b) is discharged and is not reinstated through the grievance procedure or arbitration;
- (c) is off payroll for a continuous period of twenty four **(24)** months;
- (d) fails to report for work within ten (10) working days where the employee is working or seven (7) days where the employee is not working after being notified by registered mail mailed to the employee's last known address by the Employer following a lay-off. It is understood that such a mailing is deemed to be received within two (2) days.
- (e) fails to return to work upon the termination of an authorized leave of absence unless a reason acceptable to the Employer is given;
- (f) accepts gainful employment while on an approved leave of absence without first obtaining the consent of the Employer in writing to engage in this employment activity.

14:07 Seniority Outside Bargaining Unit

In the event that an employee covered by this Agreement should be promoted to a supervisory or confidential position beyond the scope of this Agreement, and is later placed in a position within the scope of this Agreement, the employee shall retain the seniority previously acquired up to the time of the promotion outside of the bargaining unit.

14:08 Notification of Change of Address

It shall be the duty of each employee to notify the Employer promptly of any change in address. If an employee fails to do this, the Employer will not be responsible for failure of a notice to reach such employee.

14:09 Any employee's reinstatement after sick leave will be conditional on his supplying, when requested, a certificate from a physician that he is fully recovered from the sickness which caused his absence.

14:10 Advance Notice of Lay-off

The Employer shall notify employees who are to be laid off ten (10) working days before the lay-off is to become effective. If the employee laid off has not had the opportunity to work ten (10) full days after notice of lay-off, then he shall be paid in lieu of work for that portion of the ten (10) days during which work was not made available to him.

In the event of a proposed lay off of a permanent or long term nature of 13 weeks or more, the Employer will:

- (1.) Provide the Union with no less than three (3) months written notice of the proposed layoff; and
- (2.) Provide to the affected employee(s), if any, no less than three (3) months written notice of lay off or pay in lieu thereof, including any employees who may be bumped

Note: Where the proposed lay-off results in subsequent displacement of a member(s) of the bargaining unit, the original notice to the union provided in (1) above shall be considered notice to the union of any subsequent lay-off, and the original notice to any employee(s) in (2) above shall be considered notice to any employees who are subsequently bumped.

14:11 New full time or part time employees shall not be hired until those employees laid off have been given an opportunity of recall.

ARTICLE 15 - SICK LEAVE PROVISIONS

15:01 (a) Amount Of Paid Sick Leave

Upon completion of three (3) continuous months' service, permanent employees shall be allowed sick leave credits on the basis of one (1) day for each full month of employment thereafter. It is understood and agreed that no sick leave credits will be granted for the employee's first three (3) continuous month service and no credit shall be given to an employee in any month in which the employee is absent from work without leave for any period of time in that month.

(b) Proof of Illness

Sick leave with pay is only payable because of illness and the Employer may ask for a medical certificate in its discretion and in any event an employee absent more than three (3) days must produce proof of sickness in the form of a medical certificate.

The Employer agrees to reimburse employees to a maximum payment of twenty five dollars (\$25.00) towards any reasonable expense which may be incurred associated with providing a Doctor's Certificate or medical examination when requested by the Employer.

(c) Sick Leave Credits While on Workplace Safety Insurance Board Compensation

The Employer agrees to continue to permit employees with accumulated sick leave credits to draw upon the said credits pending settlement of the compensable claim and adjust the amount of the credit following settlement of the claim and the payment by the Board.

(d) Sick Leave Records

Employee will be advised of their accumulated sick leave credits as of December 31 each year.

(e) Payment for Unused Sick Leave

An employee who has had five (5) continuous years' service with the Employer shall, upon death, permanent disability or upon retirement, be entitled to a gratuity of 50% of the unused portion of his sick leave credits not to exceed ninety (90) working days calculated on his salary as of that date.

Effective November 1, 1989 for all future pay out purposes under this provision, the value of an employee's unused sick leave accumulation shall be limited to the unused accumulation as of October 31, 1989 multiplied by the rates of pay then in effect less any sick leave used from such accumulation subsequent to October 31, 1989.

For the purpose of this provision, an employee shall be considered to have retired when the employee is actually in receipt of Pension Benefits from the Ontario Municipal Employees' Retirement System.

15:02 Paid Bereavement Leave

Where a death occurs in the immediate family of a permanent employee who has acquired seniority, he shall be granted a leave of absence without loss of pay of up to three (3) consecutive working days which must be taken to coincide with the funeral of the deceased person although attendance at the funeral is not mandatory. Immediate family is defined as spouse, common-law spouse, son, daughter, father, mother, sister, brother, grandparents or grandchildren of an employee. In the event of the death of an employee's guardian or ward, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law, then the employee shall be

granted one (1) days leave of absence from work with pay for mourning. Where the funeral takes place outside of the province and the employee attends the funeral, such leave shall also include reasonable traveling time, not to exceed seven (7) days without pay.

Bereavement leave will apply to a part time employee where such employee loses a scheduled shift(s) as a result of bereavement coinciding with the funeral.

15:03 Paid Jury or Court Witness Duty leave

If an employee is required to serve as a Juror in any Court of law, or is subpoenaed as a witness by the Crown, or is required by subpoena to attend a Court of law or Coroner's inquest in connection with a case arising from the employee's duties at Golden Plough Lodge, the employee shall not lose regular pay because of such attendance provided that the employee:

- (i) notifies the Employer immediately on the employee's notification that he/she will be required to attend at Court
- (ii) presents proof of service requiring the employee's attendance.
- (iii) deposits with the Employer, the full amount of the compensation received excluding mileage, traveling and meal allowances and an official receipt thereof.

15:04 Benefits

The following benefits apply to all permanent employees who have completed their probationary period.

- (i) The Employer agrees to continue its Group Life Insurance Plan in the amount of one and one half (1-1/2) time salary with premiums payable (100%) by Employer
- (ii) The Employer agrees to continue its Blue ~~Cross~~ Extended Health Care Plan (Drug Plan) or equivalent and continue to pay one hundred percent (100%) of the premiums. The Employer agrees to implement an Extended Health Care Plan ~~as~~ provided employees of the Northumberland County Road Department, CUPE ~~Local~~ 1203.
- (iii) The Employer agrees to contribute 75% of the billed premiums toward coverage of all permanent employees **who** have completed their probationary period under Blue Cross Dental Plan ~~No. 9~~ or comparable coverage with another carrier (based on current O.D.A. fee schedule as it may be updated from time to time) subject to the terms and conditions of

such plan, provided the balance of the monthly premium is paid by the employee through payroll deduction.

- (iv) **A Vision Care Plan** which will pay one hundred dollars (\$100.00) per family member every twenty-four (24) months for the purchase of eye glasses or contact lenses. Premiums payable One Hundred Percent (100%) by the Employer.
- (v) **A Long Term Disability Plan** providing Sixty-Six and Two Thirds Percent (66-2/3%) of monthly earnings to a monthly maximum of \$2,500.00. The Employer agrees to contribute Seventy-Five Percent (75%) of the billed premiums with the balance of the monthly premium being paid by the employee through payroll deduction.

The County will continue the current cost sharing of premiums of all fringe benefits for a period of two (2) years from commencement of disability. Thereafter, employees may continue on the plans provided the premium costs are payable by the employee.

- (vi) Full details of the above mentioned plans are as per the Master Plans between the County and its insurance carriers.
- (vii) In the event a change in any insurance carriers or any major benefit affecting the employees in this bargaining unit, the Employer shall notify and meet with the Union in advance of any change to fully discuss same. The Employer further agrees that any such change will not result in the reduction of any coverage currently in existence.

15:05 Benefits Application to Part Time

It is understood and agreed that the provisions of clauses 15:01, 15:02 and 15:04 do not apply to part time employees. A part time employee may elect to be covered by the Employer's Blue Cross Extended Health Care Plan or equivalent, or Group Life Insurance Plan, Ontario Health Insurance Dental Coverage Plan and if he does so elect then the Employer will pay Seventy-Five Percent (75%) of the premium cost therefore, provided the employee works at least eight (8) days in the month in which the premium is paid.

Part time employees must elect to be covered under this provision or receive the percentage in lieu of payment set out in Article 10:04 prior to the completion of their probationary period. Thereafter, such employees will be permitted to change their election once only during their employment with the Employer, save by mutual agreement.

- 15:06** When an employee is unable to report to work because of illness, the employee shall normally, no later than two (2) hours before the employee is

scheduled to be at work. inform the employee's Supervisor or the Nurse in Charge that the employee will not be at work and the probable duration of the length of absence.

ARTICLE 16 - GENERAL

16:01 Bulletin Boards

The Employer agrees to permit the Union to post notices of meetings and other Union business and affairs on bulletin boards provided by the Employer for the Union's use. It is agreed, however, that such notices must first be approved by the Employer.

16:02 General Leave of Absence

The Employer may grant leave of absence without pay and with accumulation of seniority to a maximum of three (3) months only to any employee requesting such leave for good and sufficient cause. All such requests shall be in writing and shall be subject to the approval of the Employer, which approval shall not be unreasonably withheld. The Employer agrees to reply within five (5) working days to a request under this clause provided the request is made at least three (3) weeks prior to the time requested for the leave of absence.

16:03 Pregnancy and Parental Leave

- (a) A pregnant employee, with at least thirteen (13) weeks' continuous service, shall be entitled to a leave of absence without pay for a period of at least seventeen (17) weeks in accordance with the provisions of this article.
- (b) A pregnant employee shall be given written notification at least two (2) weeks prior to the commencement of pregnancy leave together with a certificate from a legally qualified medical practitioner stating the expected birth date.
- (c) An employee, who has at least thirteen (13) weeks' continuous service, and who is the parent of a child shall be entitled to parental leave of absence without pay following the birth of the child, or the coming of the child into the custody, care and control of the employee for the first time. The employee must give the Employer at least two (2) weeks' written notice of the date parental leave is to begin.
- (d) Parental leave under Article 16:03 (c) may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the employee requesting parental leave.

- (e) Parental leave ends eighteen (18) weeks after it began or on an earlier date if the employee gives the Employer at least four **(4)** weeks' written notice of the date of the employee's intention to return to work.
- (f) An employee who has given notice to begin pregnancy leave or parental leave may change the notice to an earlier date on giving at least two (2) weeks written notice before the earlier date, or to a later date on giving written notice at least two (2) weeks prior to the date the leave of absence was originally to begin.
- (g) Parental leave and pregnancy leave ends on the day following the end of the permitted leave of absence or on four **(4)** weeks' notice given by the employee of the intention to return after pregnancy or parental leave.
- (h) During pregnancy or parental leave, the Employer shall continue to pay its portion of the premiums necessary to maintain those benefit plans in which the employee was enrolled provided the employee pays his/her portion of such premium necessary for enrolment unless the employee elects to withdraw from such benefit plans during pregnancy or parental leave.
- (i) Seniority continues to accrue during pregnancy leave or parental leave.
- (j) At the conclusion of parental or pregnancy leave the employee shall be reinstated to the employee's former position, if it still exists, or to a comparable position if the employee's original position no longer exists.

16:04 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Chief Administrative Officer of the County and Secretary of the Local Union.

16:05 Whenever the single or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

16:06 Maintenance employees will not be required to supply their own tools in the performance of their normal duties.

16:07 Payroll Deduction Savings Bonds

The Employer agrees to make payroll deductions from the pay due to an employee where such deductions are authorized in writing by the employee for the purpose of savings bond purchases.

16:08 Health and Safety

The Employer, the Union and the employees agree to abide by the Occupational Health and Safety Act, 1978.

16:09 Change in Classification

When the duties of any job are substantially changed, or when a new job is created, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first challenged by way of grievance.

16:10 (a) Uniform Allowance

Employees required to wear uniforms shall receive Ten Dollars (\$10.00) per month allowance. Part time employees are entitled to this allowance if they work eight (8) days in a month. The above allowance will apply to employees in the Activation Department who normally wear street clothes.

16:10 (b) Meal Allowance

All employees required to work more than two (2) hours past their normal quitting time, shall qualify for a meal allowance to a maximum of Five Dollars (\$5.00).

16:11 Restrictions on Contracting Out

The Employer shall not contract out any work usually performed by members of this bargaining unit if, as a result of such contracting out, a lay-off of any employees, other than casual part time employees follows.

Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, with similar terms and conditions of employment, is not a breach of this provision

16:12 Persons whose jobs are not in the bargaining unit shall not perform bargaining unit work if, as a result, a lay-off of any bargaining unit employees, other than casual-part time employees, follows.

16:13 Labour Management Committee

Establishment of Committee

A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Function of the Committee

The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticism of all activities so that better relations shall exist between the Employer and the employees.
- (2) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (3) Correcting conditions causing grievances and misunderstanding.

Meeting of Committee

The Committee shall meet at least quarterly or as need arises at a mutually agreeable time **and** place. Its members shall receive a notice and agenda of the meeting at least forty-eight **(48)** hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee

Chairperson of the Committee

An Employer and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

Minutes of ¹

Minutes of each meeting of the Committee shall be prepared and signed by the joint Chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall each receive two (2) signed copies of the minutes within three **(3)** days following the meeting.

Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of the Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union **or** its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

*

16.14 Certificate of Competence - R.P.N.

Registered Nursing Assistants (R.P.N.'s) are required to present to the D.O.N., or his/her designate, their current Certificate of Competence before January 1st of each year. For purposes of clarity, "designate" includes, but is not restricted to, Ward Clerk and the Assistant Director. It is also understood and agreed that the R.P.N. is required to sign the book at that time and include their Registration Number, the date the Certificate was issued, and initial same.

ARTICLE 17 - JOB SECURITY

17:01 The Employer agrees to review any technological changes that result in the alteration of any bargaining unit position.

ARTICLE 18 - TERMINATION

18:01 This Agreement shall remain in full force from April 1st, 1996 to and including March 31st, 1998 and shall continue in force from year to year thereafter unless in any year, not more than ninety (90) days before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

DATED at Cobourg, Ontario this 21st day of September 19 99

**GOLDEN PLOUGH LODGE
(NORTHUMBERLAND COUNTY)
EMPLOYER**

Synda Mitchell
Carol Shaw
B. May
Carole E. Dore
Carly McEneaney

**CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 1748
FOR THE EMPLOYEES**

Betty Summers
Patricia Russell
Diane Dewey
Liz Dobney
V. B. H.

SCHEDULE A: WAGES & CLASSIFICATIONS

	Start	After Probationary Period	After 1 Year Service	After 2 Years Service	After 3 Years Service
R. P. N.	\$15.24	-	\$15.43	\$15.62	\$16.00
Laundry Aide Dietary Aide Housekeeping Aide Cleaner/General/ Labour	\$12.60	\$12.99	\$13.35	\$13.70	
Lead Hand Cook Activation Nurses Aide H.C.A. - P.S.W.	\$13.64	\$14.02	\$14.39	\$14.74	
Maintenance	\$13.91	\$14.28	\$14.63	\$15.03	

Nurses Aides, H.C.A., P.S.W. and Activation who have achieved the appropriate certification will be entitled to a premium of 25¢ per hour.

LETTER OF INTENT

BETWEEN

THE COUNTY OF NORTHUMBERLAND
GOLDEN PLOUGH LODGE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1748

During the term of this Agreement, the County of Northumberland, Golden Plough Lodge agrees to investigate the implementation of an Employee Assistance Program.

Dated at Cobourg, Ontario this 21st day of Sept 1999

FOR THE UNION

Betty Dymers
Patricia Russell
Deane Dewey
Liz Dobney
T. J. A.

FOR THE EMPLOYER

Lynda Mitchell
Carol Shaw
W. K. May
Carole E. Dove
Larry McLean

LETTER OF UNDERSTANDING
between
THE GOLDEN PLOUGH LODGE
The Employer

and

The Canadian Union of Public Employees
Local 1748

1. Registered Practical Nurses (RPNs) are employed by the Golden Plough Lodge. They are members of CUPE Local 1748
2. **As** permitted by the College of Nurses of Ontario, RPN positions often involve a degree of responsibility similar to that of a Registered **Nurse**.
3. When **an** RPN consents to be in charge of the morning **shift** in absence of the regularly scheduled RN, it is reasonable that such RPN be compensated for the responsibility in **the** same manner as would the RN.
4. The Ontario Nurses' Association collective agreement currently in force at the Golden Plough Lodge states, **in** Schedule **A**, the following:

A.08 Responsibility Allowance

(b) *An employee who is assigned the responsibility of Employee-in-Charge on evenings, weekends or statutory holidays he/she shall be paid a responsibility allowance of five dollars (\$5.00) per tour in addition to his/her regular salary and tour differential*

This same article ~~shall~~ be applied to RPNs who are CUPE members.

5. It is also understood that if **an** RPN is solely in charge of the building, a Registered Nurse will be on call.

Dated at Cobourg, Ontario, this 1st day of Sept, 1999

FOR THE EMPLOYER

FOR THE UNION

Lynnda Mitchell
Carol Shaw
C. E. Dove
Larry McSweeney
B. R. McNeil

Betty Summers
Patricia Russell
Diane Dewey
Liz Dobney
[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE GOLDEN PLOUGH LODGE
Employer

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1748
Employees

The Employer agrees to discuss the effects, if any, of any amalgamation /
disbandment on the bargaining unit should either occur in the **future**.

Signed at Cobourg, Ontario, this 9th day of September, 1999.

EMPLOYER

Lynda Mitchell
Carol Shaw
C. Dove
Cathy McHenry
G. R. May

UNION

Betty Sammers
Patricia Fessie
Joan Dewey
Liz Dobney
[Signature]

LETTER OF AGREEMENT

BETWEEN

**The GOLDEN PLOUGH LODGE
Employer**

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1748
Employees**

As a result of a Grievance Mediation settlement dated the 17th of August, 1997, a policy was developed regarding the granting of vacation days for part time staff.

This policy was to be on a trial basis for the period January 1, 1998 to December 31, 1998.

With this Letter of Agreement, it is the intention of the employer to maintain this policy at least to the end of the Collective Agreement which will follow the one which expires March 31, 1998, at which time, the policy may be revisited.

Signed at COBOURG, Ontario, the 21st day of September, 1998

EMPLOYER

Lynda Mitchell
Carol Shaw
E. E. Dove
Carol McKenney
B. K. Mearns

UNION

Betty Sommers
Paul Russell
James O'Leary
Liz Dobney
[Signature]

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