

Collective Agreement

between

**The Corporation of the County of Lanark
Concerning its operation at
Lanark Lodge, Perth, Ontario**

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and



**Canadian Union of Public Employees
and its Local 2976**

January 1, 2005 – December 31, 2006

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ARTICLE 1 - PREAMBLE

1.01 The purpose of this Agreement **is** to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered **by** this Agreement and to ensure that **all** reasonable measures are provided for the safety and occupational health of the employees.

1.02 The parties to this Agreement share a desire to improve the quality, to promote well-being and increase the productivity of the employees of the Home. Accordingly, the parties are determined to establish, within the framework provided by law, an effective working relationship at all levels in which members of the bargaining unit are employed.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 Management Rights

The Union recognizes that the management function of the Employer to determine the size of the work force rests exclusively with the Employer except **as** specifically limited by the express provisions of the Agreement. Without restricting the generality **of** the foregoing, the Union acknowledges that it **is** the exclusive right of the Employer to:

- (a) Hire, discharge for **just** cause, direct, promote, demote, classify, transfer, lay-off, recall, suspend or otherwise discipline employees.
- (b) Maintain order, discipline and efficiency.
- (c) Promulgate and alter from time to time reasonable rules, regulations and policies to be observed by the employees.
- (d) **All** of the above shall not **be** inconsistent with the terms of this Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

As per the certificate and the decision issued by the Ontario Labour Relations Board **dated May 29th, 1985**, the Employer recognizes the Canadian Union of Public Employees and its Local 2976 as the sole and exclusive collective bargaining agent for all its employees at its Lanark Lodge Home for the Aged, Lanark County, save and except Department Heads, persons above the rank of Department Head, Registered and Graduate Nurses and the Office and Clerical Staff.

3.02 Work in the Bargaining Unit

- (a) Employees whose jobs are not in the bargaining unit shall not perform the functions of jobs in the bargaining unit except in emergencies, in instances when employees in the bargaining unit are not immediately available, or for training purposes.

There will be no reduction in the number of employees due to the use of volunteers in the facility.

(b) Contracting Out

In the event that work not normally performed by bargaining unit members occurs, the Employer will endeavour to offer this work to the part-time bargaining unit employees able to perform the work as per seniority.

3.03 No Other Agreements

No employee **shall** be required or permitted to make a written or verbal agreement with the Employer or his/her representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - NO DISCRIMINATION

4.01 No Discrimination

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee by reason of age, race, creed, colour, national origin, political or religious affiliation, place of residence, sex, sexual orientation, marital status, handicap as defined by the Ontario Human Rights Code as amended from time to time, nor **by** reason of his/her membership or legal activities in the Union.

ARTICLE 5 - UNION MEMBERSHIP

5.01 All Employees to be Members

Any employee covered by this Agreement who **was** in the employ of the Employer prior to the Canadian Union of Public Employees being certified as the Collective Bargaining Agent for the Employees shall become a member of the Union and pay dues **as** established by the Union.

5.02 Any employee who is eligible for membership and **has** commenced employment subsequent to the Canadian Union of Public Employees being certified **as** the Collective Bargaining Agent, **shall** become a member of the Union and pay **dues as** established by the Union.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members in accordance with Article 5.01. The Union agrees to save the Employer harmless from all and any claims which may arise as a result of such deductions and payment.

6.02 Deductions

Deductions shall **be** made from each pay **and** shall **be** forwarded by the Employer to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15th) day of the following month. The dues deduction cheque **shall be** accompanied by a list **of** names, addresses and classifications of employees from whose wages the deductions have been made.

6.03 Dues Receipts

At the same **time** that Income Tax (T-4) **slips** are made available, the Employer **shall** indicate the amount of Union dues paid by each Union member in the previous year.

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and explain the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.

7.02 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the Employer shall provide him/her with a copy of the Collective Agreement.

7.03 Interview with Representative

On commencing employment, the employee's immediate supervisor shall introduce the new employee to the designated Union Representative. This representative shall have the right to interview the new employee within regular hours, without **loss** of pay, for a maximum of fifteen (15) minutes during the employee's first month of employment.

ARTICLE 8 - CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Director of Lanark **Lodge** or his/her designate and the Secretary of the Union.

A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson.

In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than four **(4)** members of the Union. The Union will advise the Employer of the Union members of the Committee.

9.03 Function of the Bargaining Committee

All matters pertaining to the negotiation of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement in accordance with the provisions of this Agreement.

9.04 Representative of Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s)/Advisor(s) shall have **access** to the Employer's premises at any reasonable **time** in order to investigate **and** assist in the settlement of a grievance on the condition that the Director of Lanark Lodge or his/her designate is given advance notice.

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, **such** meeting must be held not later than fourteen (14) calendar days after the request **has** been given.

9.06 Time Off for Meeting

A member of the Bargaining Committee, as described in Article 9.02, shall have the right to attend meetings held within working hours.

Three (3) members of the Union Bargaining Committee, shall have the right to attend negotiating meetings up to and including conciliation meetings, held within working hours without loss of pay.

9.07 Health and Safety Committee

- (a) Recognizing their responsibility under the Occupational Health and Safety Act, the parties agree that they will take the necessary steps to comply with relevant legislation.
- (b) The Union will have **two** (2) members on the Committee. These representatives should represent the various departments **in** the Home.
- (c) The Union will provide the Employer with the names of its representatives on the Committee **by** March 1st of each year.
- (d) Meetings should **be** held bi-monthly.

9.08 Labour/Management Committee

- (a) The Employer recognizes four (4) members **of** the Union, to sit on a Labour/Management Committee.
- (b) The Employer agrees to pay **for** time spent during regular working hours for the representatives of the Union attending meetings of the Labour/Management Committee.
- (c) The Committee shall meet **as** required by either party. Such meetings shall take **place** at a mutually agreeable time and place.
- (d) Agenda items shall **be** exchanged at least three (3) working days prior to the meeting.
- (e) An Employer and a Union Representative **shall** be designated **as** joint chairpersons and shall alternate in presiding over the meetings.
- (f) Minutes of the meeting shall be taken and reflect the Agenda items discussed along with a resumé of the discussions that have taken place on every agenda item as well as the resolutions agreed to each agenda item.

(g) **The Purpose of the Committee**

- i) Promoting and providing, effective and meaningful communication of information and new ideas to enhance the quality of the work environment;
- ii) Dealing with concerns and complaints with the policies, procedures and general working conditions;
- iii) Working towards eliminating conditions causing grievances and misunderstandings;
- iv) Reviewing suggestions from employees and the Employer concerning working conditions and service.

(h) **Jurisdiction of the Committee**

- i) The Committee shall not have jurisdiction over wages, or **any** matter of collective bargaining, including the administration of this Collective Agreement.
 - ii) The Committee shall not supersede the activities of the Union or 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.
- (i) The Employer agrees to discuss with and inform the Union of changes in personnel policies and procedures prior to their effective date. These changes in policies and procedures shall be posted.

9.09 Modified Work, WSIB and/or STD/LTD

The Corporation of the County of Lanark undertakes to provide meaningful employment for **both** permanently and temporarily disabled employees, thereby returning valuable human resources, benefits, and productivity to the Corporation.

The Employer agrees to make every reasonable effort to provide suitable modified work for employees who are on WSIB, or who are on STD/LTD to any employee who is unable to perform his/her essential duties as a consequence of disability. The Employer **will** meet with the modified work representative to discuss the circumstances surrounding the employee's return to suitable work.

The Union agrees to counsel its members on the benefits of cooperating in a "Modified Work" program.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Election of Stewards

In order to provide an orderly and timely procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect up to a total of **six (6)** stewards who must be employees of the Employer during their term of office and report to the same Supervisors as the employees they represent. One (1) additional employee may **be** appointed or elected and shall **be** designated **as** Chief Steward. The Union reserves the right to appoint a co-chief Steward to assume the duties of the Chief Steward in his/her absence or when he/she *is* unavailable.

10.02 Names of Stewards

The Union shall notify the Employer in writing **of** the name of each steward and the department(s) he/she represents and the name of the Chief Steward, before the Employer shall be required to recognize him/her.

10.03 Grievance Committee

The Grievance Committee shall consist of two **(2)** representatives of the Union, one (1) of which may be the President.

10.04 Permission to Leave Work

The Employer **agrees** that Stewards **shall** not be hindered, **coerced**, restrained or interfered with in any way in the normal performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward **is** employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Steward shall leave his/her work without obtaining the permission of his/her supervisor. The employee/Steward will inform his/her Supervisor upon his/her return to duty. Such permission shall not **be** unreasonably withheld.

10.05 Definition of a Grievance

Nothing herein shall prevent an individual employee from discussing a complaint with her immediate Supervisor or Department Head. A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. No grievance shall be considered where the circumstances giving rise to the grievance occurred or originated more than fourteen (14) calendar days before the filing of the grievance.

10.06 Settling of Grievances

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

Step 1

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

Step 2

If the Steward considers the grievance to be justified, the employee(s) concerned, together with his/her Steward, shall first seek to settle the dispute with the employee's Supervisor.

Step 3

Failing a satisfactory decision and settlement of the matter within two (2) working days after the matter was presented at Step 2, the employee(s) concerned, with the Chief Steward, may, within five (5) further working days, submit the grievance to the Director of Lanark Lodge or his/her designate and at the same time advise the Director of the redress sought. The Director or his/her designate shall render a decision in writing within six (6) working days after receipt of the grievance.

Step 4

Failing to reach settlement in Step 3, the Union may submit the grievance to the County Chief Administrative Officer or his/her designate who may convene a meeting within ten (10) working days after the decision in Step 3 is made. The County Chief Administrative Officer or his/her designate, shall give his/her written reply within ten (10) working days of the Union's submission.

Step 5

Failing satisfactory settlement being reached in Step 4, the Union may refer the matter to arbitration in accordance with the provisions of Article 11, providing such is done within ten (10) working days from the date the Employer's answer in Step 4 is made.

10.07 Policy Grievance

Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees of the Union has a grievance, Steps 1 and 2 of this article may be by-passed. Like other grievances, a policy grievance must **be** submitted to the Employer in writing within fourteen (14) calendar days **of** the incident being grieved.

10.08 Union May Institute Grievance

The Union and its representatives **shall** have the right to originate a grievance on behalf **of** an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance **shall** commence **at** Step 2.

10.09 Facilities for Grievances

The Employer **shall** supply the necessary facilities for the grievance meeting.

ARTICLE 1 ■- ARBITRATION

■ ■ 01 Composition of Board of Arbitration

When either **party** requests that a grievance be submitted to arbitration, the request **shall** be made by registered mail addressed to the other party of this Agreement, indicating the name of the nominee to an arbitration board. Within ten (10) working days thereafter, the other **party** shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall then meet to select an impartial Chairman.

11.02 Failure to Appoint

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree **upon** a Chairman within ten **(10)** working days of their appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

11.03 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairman shall be the decision of the Board. The decision of the **Board** of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement. However, the Board **shall** have the power to dispose of a discharge or suspension grievance in a manner which it deems just.

11.04 Disagreement on Decision

Should the **parties** disagree as to the meaning of the Board's decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board *to clarify* the decision, which he shall attempt to do within five **(5)** working days.

11.05 Expenses of the Board

Each party shall pay:

- 1)** Fees and expenses of the nominee it appoints;
- 2)** One-half ($\frac{1}{2}$) of the fees and expenses of the Chairman.

11.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended **by** mutual consent of the parties.

11.07 Witnesses

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

11.08 *Time Off for Arbitration*

The grievor will be released with pay for arbitration proceedings held on the grievor's regularly scheduled day of work.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 **Discharge and Discipline Procedure**

An employee who has completed his/her probationary period may be dismissed, but only for just cause, upon the authority of the Employer. A Department Head or designate may suspend an employee. When being advised of discipline or discharge, an employee may be accompanied by his/her Steward or Union Representative. Such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discipline or discharge,

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Except in extreme cases, discharge for cause **should** be preceded by a documented record of counselling, warnings and/or suspensions.

12.02 **May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 10 (Grievance Procedure). Steps 1, 2 and 3 of the Grievance Procedure may be omitted in such cases.

12.03 **Unjust Suspension or Discharge**

When it has been determined that an employee **has** been unjustly suspended or discharged, he/she shall be immediately reinstated in his/her former position without loss of seniority. He/She shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.04 Warning

Whenever the Employer or his/her authorized agent deems it necessary to censure an employee in a manner indicating that dismissal or discipline **may** follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

12.05 Adverse Report

Upon written notification to Employee Services, an Employee shall have access to his/her personnel file and shall have the right to respond in writing to any document contained therein within ten (10) working days of the date of viewing the record. That response becomes part of the record. Access shall be limited to once in a twelve (12) month period. The employee may request copies of any new adverse reports in his/her personnel file. The employee **will** indicate viewing each report in the file by dating and initialing.

12.06 Discharge, Suspension and Discipline

The record of an employee shall not be used against him/her at any time after **twelve** (12) months following the probation period, a suspension or other disciplinary action including letters of reprimand or adverse reports.

ARTICLE 13 – SENIORITY

The following Articles shall be amended with the understanding that current vacation entitlement and placement on the wage grid will not **be** affected for implementation purposes. On a go-forward basis calculations shall **be** in accordance with the Collective Agreement.

For purposes of implementation, part-time employees hired on or before April 1, 2006, will be credited for each year of service or partial year **based** on 1760 hours equals one **year** of seniority. After April 1, 2006, seniority for all part-time employees shall be in accordance with Article 13.01(b).

13.01 (a) Full-time Seniority Defined

Full-time seniority is defined as the length of serviced from the last date of hire with the Employer. An employee who has successfully completed his/her probationary period, as set out in clause 13.03 below, shall have his/her name placed on the seniority list with the seniority effective on the date the employee commenced to work for the Employer.

(b) Part-time Seniority Defined

Seniority for part-time employees is calculated on the basis of regular hours paid by the Employer. On the basis of this method of calculation, a part-time employee will be credited with one (1) year of seniority once he/she has worked a total of 1,760 hours.

13.02 Seniority List

The Employer shall maintain one (1) full-time and part-time seniority list showing the date upon which each full-time employee was confirmed as an employee and each part-time employee's seniority calculated pursuant to Article 13.01. Where two (2) or more employees were confirmed as **employees** on the **same** day, preference shall be in accordance with the date of application for employment. An up-to-date seniority list **shall be** sent to the Union and posted on **all** bulletin boards in March and October of each year. The Union will have fifteen (15) working days from the date of the posting to grieve the accuracy of the list.

13.03 Probation for Full Time Employees

Newly hired employees shall be on a probationary **basis** for a period of up to three (3) months from the date of hiring, during which time he/she may **be** released at the discretion of the Employer. During the probationary period, the employee shall, **with** the exception of the grievance procedure pertaining to discharge, be entitled to all rights and benefits of this Agreement unless otherwise provided **in** this Agreement. After successful completion **of** the probationary period, seniority shall be effective from the last date of hiring. The probationary period may be extended by mutual agreement of the Employer and the Union.

13.04 Probationary Period for Part-Time and Part-time On-Call Employees

Newly hired part-time employees shall be on probation for a period of up to 487.5 hours worked during which time he/she may be released at the discretion of the Employer. Part-time and part-time on-call employees must satisfy their probationary period in the classification of hire. During the probationary period, the part-time employee shall, with the exception

of the grievance procedure pertaining to discharge, **be** entitled to all rights and benefits of this Agreement enjoyed by other part-time employees. Upon successful completion of the probationary period, seniority shall be calculated from the first shift worked. The probationary period may be extended by mutual agreement of **the** Employer and the Union.

13.05 **Loss of Seniority**

An employee shall not lose seniority rights if he/she is absent from work **because** of sickness, disability, accident, or layoff. Further, **the** employee shall not lose seniority rights while on an unpaid leave of absence approved by the Employer, but seniority will not accrue when on an unpaid leave of absence exceeding thirty (30) consecutive calendar days. This shall not contravene contract language **as** to sick leave and layoff articles.

An employee **shall** lose her/his seniority and be deemed terminated in the event:

- 1) He/she is discharged for just **cause** and **is** not reinstated;
- 2) He/she resigns in writing and does not withdraw within three (3) days;
- 3) He/she fails to return to work within five (5) working days following a layoff and after receiving notice by registered mail to **do** so, **unless** through sickness or just cause. The refusal of an employee to accept recall to such employment will not result in termination of seniority and will not prejudice his/her right to recall in **the** future. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall;
- 4) He/she is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer, unless such notice **was** not reasonably possible;
- 5) He/she is laid off for a period longer than twenty-four (24) months.

13.06 **Transfer and Seniority Outside Bargaining Unit**

An employee who is transferred with his/her consent to a position outside the bargaining unit shall retain his/her accumulated seniority for three (3) months from the date of leaving his/her unit, but will not accumulate any further seniority.

If the employee returns to the bargaining unit within three (3) months, he/she **shall** be returned to his/her own position. Such return shall not result in the lay-off or bumping of an employee holding greater seniority or being placed on probation.

13.07 Change of Status

(a) Change of Status: Part-Time to Full-Time

In the event a part-time employee's status is changed to full-time, he/she will carry his/her seniority converted on the basis that 1760 hours equals one (1) year of service and such employee shall continue to accumulate full-time seniority as defined in Article 13.01.

(b) Change of Status: Full-time to Part-time

In the event a full-time employee's status is changed to part-time, he/she will carry his/her seniority converted on the basis that one (1) year of service equals 1760 hours and such employee shall continue to accumulate part-time seniority as defined in Article 13.01.

(c) There is to be no accumulation of more than one (1) year of seniority in a year.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 Job Postings

a) When a vacancy occurs, or a new position is created inside the bargaining unit, including temporary vacancies or new positions that are anticipated to be of twenty-five working days duration or more or once an employee on leave has not returned to his/her position after 25 working days, the Employer shall post notice of the position on the bulletin board designated for such purpose, for a minimum of one (1) week and send a copy of the notice to the Union. Upon completion of a temporary assignment, the employee shall return to his/her former job.

b) When the initial request for leave is extended six months or longer, the position shall be re-posted for the extended duration.

14.02 Information in Postings

Such notice shall contain the following information:

- a) Nature of position, duration, qualifications, required knowledge and education, skills, shift, hours of work, **wage** or salary rate or range.
- b) For internal use within the Home, the job posting shall identify the employee who regularly holds the rotation number.
- c) An employee who wishes to apply for a posting must sign the posting themselves. Only authentic signatures will be accepted. An exception to this would occur when an employee would be unavailable for an extended period of time. Should such a situation occur, the employee *must* leave written documentation with their signature with the Business Office or Supervisor stating that they wish to **be** considered for a specific posting, that **is** posted during their absence.
- (d) If an employee is awarded a new rotation (temporary or permanent), they must honour the start date of the rotation. Only employees who are **on** pregnancy/parental leave or sick leave who apply for a permanent position are exempt. However, **if** the employee on leave is part-time **and is** the successful applicant for a permanent full-time position, full-time benefits **do** not commence until such time that the employee actively commences to work **in** the permanent full-time rotation.

14.03 Outside Advertising

Applications from Local 2976 members will be processed prior to the Employer processing applications from outside advertising.

14.04 Role of Seniority in Promotions, Transfers and Staff Changes

Both parties recognize:

- (a) The principle **of** promotion within the service of the Employer; and
- (b) That job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, appointment shall **be made** of the applicant with the greatest seniority and having the required qualifications **in** accordance with Article 14.02.

For the purposes of this Article, seniority **shall** be as per Article 13.01.

Any employee who was an unsuccessful applicant for that position shall have the right to grieve the Employer's decision in her case.

14.05 Trial Period - Full-Time

The successful applicant shall be notified and placed on trial for a period of up to three (3) months. Conditional upon satisfactory trial **period**, the employee shall **be** declared permanent. In the event the successful applicant proves unsatisfactory **in** the position during the trial period, or **if** the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without **loss** of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without **loss of** seniority.

14.06 Trial Period - Part-Time

The successful applicant shall be notified and placed **on** trial for a period of up to 487.5 hours. Conditional upon a satisfactory trial period, the employee shall be declared permanent. In the event the successful applicant proves unsatisfactory **in the** position during the trial period, or **if** the employee is unable to perform the duties of the new job classification, she shall be returned to her former position, wage or salary rate, without **loss** of seniority. Any other employee promoted **or** transferred because of the rearrangement of positions shall also be returned **to** her former position, **wage** or **salary** rate, without **loss of** seniority.

14.07 Notification to Employee and Union

Within seven **(7)** calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant and a copy posted on all bulletin boards. **The** Union shall be notified of all promotions, hirings, lay-offs, demotions, transfers, recalls, resignations, retirements, deaths or other terminations of employment within the bargaining unit.

14.08 Full-Time Positions

No full-time position (37.5 hours) within the bargaining unit shall **be** assigned to one or more part-time employee(s) because of attrition or **layoff**.

14.09 To ensure that employees are not being by-passed when applying for positions, the Employer shall provide a letter to the Union listing:

- a) all employees presently on **lay off**;
- b) names of all applicants;
- c) successful applicant;
- d) updated seniority list.

14.10 Orientation

The County agrees to **keep** the Union informed on matters relating to the Employer's orientation program.

Both the Union and the Employer wish to ensure that each employee is familiar with all aspects of his/her new work environment and job responsibilities.

Therefore, to assist each employee to meet the expectation **and** requirements of his/her new position and to ensure that safe and productive working conditions are maintained for all employees and residents, the Employer agrees that:

- (a) **New employees** will participate in **an** orientation program which is both general and job-specific (departmental).
- (b) **Employees transferring** between departments and facilities will participate in **an** orientation program which is job-specific (departmental).
- (c) **Employees changing status** within a department (e.g. part-time to full-time) involving a change in job-related responsibilities will receive a job-specific (departmental) orientation which will focus **on** the employee's new duties,

ARTICLE 15 - LAY-OFFS AND RECALLS

15.01 Definition of a Lay-Off

Lay-off **shall** mean the discontinuation and/or reduction in hours of a position(s) **due** to lack of work or reduction or discontinuation of service or services. This discontinuation of services may **be** due to the elimination of a program or programs or to inadequate funding or to technological change.

15.02 Advance Notice of Layoff

- a) In the event of a proposed layoff or the elimination of a position within the bargaining unit, the Employer shall:
- 1) provide the Union with no less than six **(6)** weeks written notice of the proposed layoff or elimination of position.
- b) Unless legislation is more favourable to the employees, the Employer shall concurrently notify employees who are about to be laid off with a minimum of six **(6)** weeks prior to the **effective** date of layoff. Notice of layoff shall be in accordance with the Employment Standards Act.

If the employee has not had the opportunity to work **the** days as provided **in** this article, he/she shall be paid for the days which work was not made available.

15.03 Role of Seniority in Layoffs

- a) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- b) In the event of a layoff, employees shall be laid off in reverse order of their bargaining unit seniority. An employee about to be laid off may bump any employee with **less** seniority, (the right to bump shall also include the right to bump up), providing the employee exercising the right is qualifiable to perform the work of the less senior employee.

15.04 Redeployment Committee

- a) A Redeployment Committee **will** be convened no later than **two (2)** weeks after the notice referred to in 15.02 a) and will meet thereafter as frequently as is necessary.

i) Committee mandate

The mandate of the Redeployment Committee is to:

- 1) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including, but not limited to, identifying work which would otherwise **be** bargaining unit work and is currently work contracted-out by the Home which could be performed by bargaining unit employees who are or would otherwise be laid off;

- 2) Identify vacant positions in the Home or positions which are currently filled but which **will** become vacant within a twelve month period and which are either:
 - a) within the bargaining unit; **or**
 - b) within another CUPE bargaining unit; or other bargaining units
 - c) not covered by a collective agreement
- 3) Any dispute relating to the foregoing procedure may be filed as a grievance commencing at Step three (3).

b) **Committee Composition**

The Redeployment Committee shall be comprised of **equal** numbers of representatives of the Employer and the Union. The number of representatives will be two (2) Union and *two* (2) Employer. Meetings of the Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be deemed to be work time for which the representative(s) shall be paid by the Employer at his or her regular or premium rate as **may** be applicable. Each party shall appoint a co-chair for the Redeployment Committee. Co-chairs shall chair alternative meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence **as** the Committee **may** direct.

c) **Disclosure**

The Employer shall provide to the Redeployment Committee all pertinent staffing and financial information.

d) **Alternatives**

Where there is no consensus, the committee members may propose alternatives to cutbacks in staffing to the County's Chief Administrative Officer.

15.05 Recall Procedure

- a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he **or** she has the ability to perform the work. The posting procedure in the collective agreement shall apply before the recall process begins. An employee who refuses recall, shall not **lose** his/her recall **rights**.

- b) An employee recalled to permanent work in a different classification from which he/she was laid off shall have the privilege of returning to the position he/she held prior to the layoff should it become vacant within six (6) months of being recalled.
- c) New employees shall not be hired until those laid off have been given an opportunity of recall within twenty-four (24) months of the lay-off.

15.06 Grievances on Lay-Off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 4 of the Grievance Procedure.

ARTICLE 16 - HOURS OF WORK

16.01 Definitions

- (a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work not more than twenty-four (24) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- (c) A "part-time on call" employee shall be deemed to be an employee so designated who works on an unscheduled basis when available and called upon to do so. This applies only after Article 16.07(c)iii has been exhausted.

16.02

(a) Regular Daily Hours - Full-Time

The regular daily hours of work shall be seven and one-half (7½) hours per day, plus a thirty (30) minute unpaid meal period.

(b) Scheduling - Full-Time

The present scheduling system of maximum consecutive work days shall not be increased during the life of the Collective Agreement.

16.03 Working Schedule - Full-Time

- (a) The Employer shall make its best efforts to allow employees every second weekend off.
- (b) There shall be no split shifts.
- (c) The hours and days of work of each employee shall be posted in an appropriate place at least four **(4)** weeks in advance.
- (d) An exception would occur when an employee is returning from leave due to disability whether work or non-work related. In this instance, **all** employees affected by the return shall be given two (2) weeks notice of return to their own position.
- (e) Once posted, schedules shall not be changed unless by mutual agreement between the Employer, the employee and the Union.

16.04 Paid Rest Periods - Full-Time

An employee shall **be** permitted a rest period of fifteen (15) consecutive minutes in both the first **half** and the second half **of** a shift in an area made available by the Employer.

16.05 Paid Rest Periods - Part-Time

A part-time employee will **be** entitled to a fifteen (15) minute rest period for every four **(4)** hours consecutively worked.

16.06 Change of Shift

Upon a change **of** shift, a minimum period of two (2) shifts shall elapse between the end and the resumption of work by an employee and failing this, the employee shall be renumarated at the overtime rate for the hours the interval is short of **two (2)** shifts. For Food Services employees only the aforementioned **applies for the** hours the interval is short of two (2) shifts that are scheduled to 2100 hours. Following a night shift, a minimum period of three **(3)** shifts shall be scheduled.

16.07 Hours of Work for Part-time Employees

- (a) Pre-scheduled Master Rotation hours shall be distributed to part-time employees with seniority being the determining factor. These schedules shall be prepared in consultation with the Union.

(b) Part-time employees shall be scheduled for work in the same manner as full-time employees.

(c) i) Additional hours, that is hours that are not scheduled because of replacement of full-time and of part-time employees on vacation, **sick** leave or in the case of emergencies, **will** be offered to **all** part-time employees.

ii) **All** departments shall keep a record of additional hours (a "call-in sheet") and shall make this record accessible to all employees.

There shall be two separate call-in sheets for each department. One for immediate call-in, and a second for future call-in. Future call-ins shall not exceed a maximum of three (3) shifts per call.

The "floating star" system shall be the method of operation.

Information recorded on each call-in sheet shall include date and time of call, shift offered, and response.

Employee's name and phone number shall be listed in order of seniority as per Article 13.01.

Where there is a dispute in allocating additional hours, seniority **shall** be the determining factor.

Once posted, schedules shall not **be** changed unless by mutual agreement between the Employer, the affected employee and the Union.

iii) **P.O.C. (part-time on call) employees** shall **have** a separate **call** in list which shall be managed in the same manner as the permanent part-time list. The P.O.C. call-in list shall be used only when the part-time call-in list has been exhausted. Therefore, the only hours a P.O.C. may receive are those hours for which part-time employees are unavailable. If no part-time employees **are** available, P.O.C. may be booked. If the P.O.C. is unable to honour the shift, they may exchange the shift with another employee. However, the shift exchange cannot result in another employee receiving premium pay. Notwithstanding the above, P.O.C. hours may be rescheduled for vacation periods where draft schedules are prepared in accordance with Article 20.06.

- d)
 - i) When a part-time employee is scheduled to work and subsequently not required, the employee shall be offered work for the scheduled hours within their classification for which they will be paid.
 - ii) A part-time employee shall not be required to lay-off during his/her scheduled regular hours to compensate for any shifts for which he/she was paid and did not have to work.

16.08 The Employer agrees to pay employees for time spent at in-services required by the Employer at their regular hourly rate. The overtime rate shall apply when provisions of Article 17.01 are met.

16.09 The Employer agrees to allow employees to exchange shifts with forty-eight (48) hours notice of such exchange. The form used for such request shall be signed by the affected employees and approved by the supervisor. The County shall not be responsible or liable for overtime claims that might arise or accrue as a result of such exchange of shifts.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

When required by the Employer, any time worked by an employee in addition to seven and one-half (7½) hours in a shift or 75 hours in a pay period shall be considered to be overtime and shall be paid for at the rate of time and one-half (1½) the employee's **basic** straight time hourly rate of pay.

The exception is when such overtime is worked by the employee as a result of an exchange of shift with another employee or when such hours have **been** mutually agreed to between the employee, the Union and the Employer.

There shall be no pyramiding of this benefit.

17.02 Weekend Overtime - Full-Time

The Employer agrees to pay time and one-half (1½) for any full-time employee who was required to work on a third or subsequent consecutive weekend, save and except when:

- (a) such weekend has been worked by the employee to satisfy specific days off, requested by such an employee, or

- (b) such employee has requested weekend work, or
- (c) such weekend ~~is~~ worked as a result of an exchange of shift with another employee.

17.03 Call-Back Guarantee

If an employee *is* called back to work after leaving the premises of the Employer, he/she shall be paid a minimum of three (3) hours at time and one-half (~~1~~) his/her regular hourly rate.

17.04 Standby - Maintenance

A Maintenance employee required to be on standby by the Employer shall be paid one dollar (**\$1.00**) per hour for all such **shifts** they are not on duty at the Employer's premises. An employee on standby who is required to return to the Employer's premises shall receive a minimum of three (3) hours pay at the rate of time and one-half (1%) their regular hourly earnings. When an employee is called in to work, the standby allowance per shift shall remain payable. ~~In~~ lieu of one **dollar** (**\$1.00**) per hour, the employee shall have the option of having one (1) day off with pay every two weeks on call.

17.05 On-Call – Part-time On-Call Employees

During peak vacation periods (June 15 to September 30 and December 15 to January 3), PTOC employees may be designated as "on-call" on the schedule at the discretion of the Employer. Designated shifts will be limited to Friday at 7:00 a.m. until Sunday at 11:00 p.m., statutory holidays, as well as December 24th and December 31st. While on-call, PTOC employees **will** be entitled to \$1.00 per hour for **all** designated days. If an employee is scheduled for, or accepts a shift on a designated day then the premium **will** not apply.

When the employee is assigned to a designated shift the designation as "on-call" will cease for the following two shifts as per Article 16.06.

There shall be no pyramiding of this provision.

17.06 Time Off in Lieu of Overtime - Full-Time

Operational requirements permitting, in lieu of cash payment for overtime, an employee may choose to receive compensatory time off at the appropriate overtime rate at a time selected by the employee. Time owing shall be used or paid out before the end of each quarter **unless** otherwise mutually agreed upon.

ARTICLE 18 - SHIFT WORK

18.01 Payment of Shift Premium

Effective date of ratification, the shift premium of eighty cents (80¢) per hour will be paid, and shall apply to **all** shifts in which the majority of **hours** fall between 3:00 p.m. and 7:00 a.m. The premium is to be paid for all hours worked. Effective July 1, 2006, eight-five **cents** (85¢) per hour will be paid.

ARTICLE 19 - PAID HOLIDAYS

19.01 Paid Holidays - Full-Time

The Employer recognizes the following days as paid holidays, subject to the conditions established in this Article:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
First Monday in August	Boxing Day

and any other day proclaimed by the Federal, Provincial or Municipal Government. The above holidays shall **be** enjoyed on the day they are proclaimed by the Federal, Provincial or Municipal Government.

In addition, there shall be two (2) floating holidays per year which will be designated by mutual agreement between the Employer and the employees for all employees who have completed their probationary period.

If Heritage Day or any other day is legislated, one **of** the floating holidays will be observed on the day proclaimed.

This floating holiday **must be** taken in the year in which it **is** earned.

A minimum of seventy-two (72) hours advance notice shall be required when requesting floating **holidays**.

19.02 Pay for Holiday on a Regularly Scheduled Day Worked

- (a) An employee who works on a holiday as defined in this article shall be paid at the rate of time and one-half (1½).

- (b) The premium rate of pay shall apply to those shifts in which the majority of hours worked fall on the holiday. This premium shall apply for all hours of the shift.
- (c) There shall be no pyramiding of this benefit.

19.03 Compensation for Holidays - Full-Time

When any full-time employee works on one of the designated holidays defined in this Article or is on a day off, he/she shall be allowed, operational requirements permitting, within the following ninety (90) day period, the equivalent time off with pay at a time selected by the employee. A minimum of seventy-two (72) hours advanced notice shall be required when requesting statutory holidays.

19.04 Pay for Holidays - Part-Time

- (a) This Article shall apply to part-time employees who have earned wages on at least twelve (12) days in the last four (4) weeks and have worked their last scheduled day after the holiday.
- (b) Employees working part shifts shall be compensated for the holiday by having the total hours worked in the last four (4) weeks before the holiday, averaged by the number of days worked.

Where employees have worked twelve (12) full shifts in the qualifying period, they shall receive compensation for a full shift for the statutory holiday.

- 19.05** The Employer agrees to pay time and one-half for **all** hours worked on a statutory holiday. If an employee works in excess of their scheduled shift on Statutory holiday, they **shall** receive double time for all hours worked in **excess of** the original scheduled shift. The **employee** remains entitled to another day off in lieu of working the statutory holiday. There shall be no pyramiding of this benefit.

ARTICLE 20 -ANNUAL VACATION

20.01 Length of Vacation

Annual leave will be **based** on earned credits as follows:

- (a) Leave credits will be granted at the rate of 5/6 day **per** month (ten (10) working days per year) until the completion of the second (2nd) year of employment;

- (b) One and one-quarter (1¼) **days** per month (fifteen (15) working days per year) **will** be granted to employees commencing the third (3rd) year of employment but less than eight (**8**) years of continuous service;
- (c) One and two-thirds (1 2/3) days per month (twenty (20) working days per year) will be granted to employees commencing the eighth (8th) year but **less** than fifteen (**15**) **years** of continuous service;
- (d) Two and one-twelfths (2 1/12) days per month (twenty-five (25) working days per year) **will** be granted to employees commencing their fifteenth (15th) year of continuous service;
- (e) Two and one-half (2½) **days** per month (thirty (30) working days per year) will be granted to employees commencing their twenty-fifth (25th) **year** of continuous service to retirement;
- (f) The Vacation Year will **be** June 15th to June 15th.
- (g) Employees starting to work full time will be able to take the vacation days earned up to June 15th following their start date.

Ten (10) days vacation may be carried over each year upon written request and approval of the Supervisor. Carry over must **be** used within the following year.

20.02 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period, he/she shall **be** allowed **an** additional day of vacation with **pay**, operation requirements permitting, at **a** time selected by the employee.

20.03 Vacation Pay – Part-Time

Vacation pay shall be at the rate **of** 4%, 6%, 8%, 10% or 12% depending on length of service under Article 20.01, of the gross annual earnings, excluding overtime for those enjoying more than two (2) weeks vacation.

20.04 Vacation Pay on Termination

An employee whose employment is terminated at a time when he/she has earned vacation to his/her credit, shall be paid the unused portion *of* his/her annual leave vacation credits.

20.05 Preference in Vacations

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

20.06 Vacation Schedule

Vacation schedules shall be made available to all staff by June 15 of each year and shall not be changed unless by agreement between the Employer and the affected employee. Employees shall assist with the preparation of vacation schedules by advising their supervisor of preferable dates for annual vacation prior to May 15 of each year. Notwithstanding the aforementioned, requests for vacations between June 15 and September 30 shall be made by January 30. This summer schedule shall be made available to all staff in draft by March 1 and finalized by March 15. A draft Christmas schedule shall be prepared and made available to all staff by September 15th and finalized by October 1st. These schedules shall be prepared in consultation with the Union.

20.07 Unbroken Vacation Period

An employee shall be entitled to receive his/her annual vacation in an unbroken period unless otherwise agreed upon between the Employer and the employee.

20.08 Vacation Pay - Part-Time

Further to Article 20.03, the Employer shall pay all part-time employees their vacation entitlement on the final pay in June of each year.

ARTICLE 21 - SICK LEAVE

Full-time Only (except for 21.04 full-time and part-time).

Short Term/Long Term Disability Plan

21.01 Old Sick Leave Bank

Employees who have accrued sick leave shall have the number of days to which they are entitled recorded, and this record shall be known as the employee's "old sick leave bank". The number of days in the old sick leave bank shall remain constant except as provided in clause 21.12 of this agreement.

- 21.02** Upon termination of employment for any reason, except for just cause, an employee in the employ of the Employer for a minimum of five (5) years, shall be paid one-half (½) of the balance of sick days remaining in his old sick leave bank at her regular rate of pay immediately prior to his/her termination.
- 21.03** Sick leave **shall** be the period **of** time an employee **is** absent from work due to disability caused by either injury **or** illness, exposed to a contagious disease or under examination or treatment of a physician, chiropractor or dentist. Each full shift or part thereof an employee is absent, shall be referred to **as** a "sick leave day **or** part thereof".
- 21.04** The Employer may require certification of illness or disability from the employee's physician, chiropractor or dentist when sick leave exceeds three (3) sick leave days.
- 21.05** Full-time employees shall be awarded twelve (12) sick leave **days** on January 1st **of** each year.
- 21.06** The sick leave days shall **be** non-accumulative. **No** pay out will be made for any unused sick leave days.
- 21.07** An employee on sick leave shall be entitled to receive full wages at his/her normal rate of pay immediately prior to the sick leave for the number of days equal to the number of sick leave days in the employee's new sick leave **bank**.
- 21.08** An employee on sick leave in excess of five (5) consecutively scheduled work days shall **be** entitled to receive seventy-five percent (75%) of **wages** at his/her normal rate **of** pay immediately prior to the sick leave **up** to and including the eighty-fifth (85th) **sick** leave day.
- 21.09** **Recurrent Disability**
- A** successive disability as certified by a physician, chiropractor or dentist **is** considered to be the same disability **if** separated by less than three (3) months of active full time work or separated **by less** than one (1) month of active full time work and due to a wholly different cause.
- 21.10** **L.T.D. (Long Term Disability)**
- An employee on sick leave in excess of eighty-five (85) working days shall be entitled **to** receive a gross benefit up to sixty percent (60%) of wages at his/her normal rate **f** pay immediately prior to the sick leave from an Insurance Carrier retained by the Employer for this purpose and under the terms and conditions of **a** policy **of** insurance in effect **for** this purpose.

- 21.11** Terms and conditions of the insurance policy referred to in Article 21.10 shall include but not be restricted to the following:
- (a) The Plan shall provide that the employee will be entitled to the payment of Long Term Disability Benefit (L.T.D.) for disability due to either illness or injury after the Employee has been disabled for eighty-five (85) continuous sick leave days (119 calendar days).
 - (b) Benefits will be payable during the continuance of the disability up to age sixty-five (65).
 - (c) An employee is considered disabled if:
 - (i) during this sick leave period and the subsequent twenty-four (24) month period, he/she is continuously and completely unable to perform his/her regular occupation; and
 - (ii) thereafter if he/she is completely unable to perform any occupation that he/she is reasonably suited to perform by reason of education, training or experience.
 - (d) Benefits available to the employee from the L.T.D. insurance arranged by the Employer will be provided in compliance with this contract entered into by the Employer and the Insurance Carrier.

21.12 An employee having sick leave days in his/her old sick leave bank may use them to supplement income under clauses 21.07 and 21.08 as follows:

- (a) In the event that the **employee does** not have sufficient days in his/her new sick leave bank to provide payment of the first five (5) days of sick leave, the employee may request that the Employer deduct days from his/her old sick leave bank. A deduction of one (1) day shall be made for **each day** used in this manner.
- (b) Further, an employee having sick leave days in his/her old sick leave bank may request **the** Employer to increase his/her entitlement under Article 21.08 to one hundred percent (100%). A deduction of ~~one-quarter~~ (¼) day shall be made for each day **so** adjusted.

21.13 A female employee who becomes eligible for sick leave as a result of pregnancy is entitled to all benefits outlined above. However, benefits are suspended during the period of pregnancy/parental leave as provided under Article 22.04. If, as a result of the pregnancy, an employee becomes totally disabled as outlined in Article 21.11, the days of pregnancy/parental leave shall be considered in reaching entitlement as provided in Article 21.10.

21.14 An employee shall be considered as being employed by the Employer and entitled to Employee benefits until eligible for Long Term Disability.

(a) An employee shall be considered as being employed by the Employer for twenty-four (24) months following approval for Long Term Disability and will continue during this period to receive the same level of employee benefits as they were entitled to on the last day worked, vision, dental and medical.

(b) An employee on Long Term Disability may request additional special leave and if granted, the terms of (b) above shall apply during special leave.

21.15 New employees will not be eligible for paid sick leave while on probation. On successful completion of three (3) months probation, new employees shall be credited with three (3) sick leave days in his/her new sick leave bank.

21.16 The Employer shall provide, with the biweekly payroll, a record indicating the employee's accrued sick leave in both the old sick leave bank, if applicable, and the new sick leave bank, as of December 31st of the previous year. The employee shall have fourteen (14) working days to challenge the accuracy of the record.

21.17 Long Term Disability Insurance

(a) Definition and Benefits

Long Term Disability Insurance provides an employee with regular income to replace salary or wages lost because of a lengthy disability due to accident or sickness.

(b) **Commencement and Duration of Benefits**

The employee's first benefit is payable after he/she has been disabled for more than one hundred and nineteen (**119**) days (called the Elimination Period), and he/she will continue to receive L.T.D. payments for as long as his/her disability continues, but not beyond his/her sixty-fifth (65th) birthday.

(c) **Amount of Monthly L.T.D. Benefits**

The Plan will provide the employee with a monthly benefit, before co-ordination with other income, of sixty percent (60%) of his/her regular monthly salary or **wages**, up to a maximum benefit of **five** thousand dollars (\$5,000.00) per month.

The L.T.D. Insurance payments will be reduced by any amount payable from:

- Workers' Compensation or similar Program
- the Canada or Quebec Pension Plan
- No-Fault Auto Insurance
- other employers (excluding fifty percent (50%) of earnings during **the** first twenty-four (**24**) months of rehabilitation employment)
- other disability income and retirement plans available through employment.

It is further provided that total income from all sources including the L.T.D. benefit under this Plan and the rehabilitative employment income, cannot exceed eighty percent (80%) of the net pre-disability income.

Once benefits commence under this Plan, the L.T.D. benefit will not be further reduced by any increases in the employee's Canada or Quebec Pension Plan benefits which result from an increase in the Pension Index.

(d) **Rehabilitation Feature**

As an incentive to encourage the employee to return to gainful employment, prior to full recovery after a total disability, the employee may perform certain work without forfeiting benefits under this program. This Plan allows the employee to receive increased income in connection with work performed in **an** approved rehabilitative program. The Insurance Company co-ordinates the L.T.D. Insurance with only fifty percent (50%) of the earnings the Employee receives during the first twenty-four (24) months of rehabilitation employment, provided the employee's total income during a rehabilitative program does not exceed eighty percent (80%) of the pre-disability income.

(e) **Pre-Existing Conditions**

Benefits for disability from a health condition which exists on the date the coverage commences will be paid only if the employee has not received any treatment, services or supplies because of disability resulting from such pre-existing condition for an uninterrupted period of three (3) months ending **on** or after the date the employee became covered or the total disability begins after he/she has been insured under this Plan for twelve **(12)** months.

(f) **Other Benefit Provisions and Limitations**

- (i) To qualify for L.T.D. benefits, the employee need not be confined to his/her home, but he/she must be under the continuous care and personal attendance of a physician (M.D.).
- (ii) While the employee is receiving benefits, he/she will not be required to pay premiums on the L.T.D. insurance.
- (iii) This Plan provides coverage for disability resulting from an accident or from sickness (except certain mental disorders). While the Plan **does** cover absence from work due to **psychosis (i.e. a serious mental disease or derangement)** for which continuous treatment is received from **a** physician **who** is certified in psychiatry, it does not cover absence from work due to any other mental illness, such as psychoneurosis, emotional disorders, personality problems, behavioural disorders or anxiety reaction.
- (iv) Benefits for disability due to pregnancy will **also** be paid. However, no Long Term Disability benefits will be paid during the period the employee receives or is entitled to receive U.I.C. benefits or during the period he/she is **on** pregnancy/parental leave.
- (v) This Plan does not provide benefits for disability resulting from intentionally self-inflicted injury, war or injury sustained while working for another employer or while committing or attempting to **commit** an assault or crime.

(g) **Successive Disabilities**

Successive absences from work are considered to **be** in the same period of disability unless separated by:

- (i) six (6) months of active full-time work while insured; or

- (ii) one ~~(full)~~ month of work while insured and due to wholly different causes.

Work performed under a rehabilitation program will not be considered in determining successive periods of disability.

- (h) Reference should ~~be~~ made to the copy of the contract provided to the bargaining unit for further contract specifics.

21.18 Disease Protocol

The Employer agrees that any requirement in relation to a communicable disease surveillance protocol, implemented or required physician report forms or certificates shall be at no cost to the employee.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Absence for Union Representatives

Employees who are representatives of the Local on the various Union committees or are Union Stewards shall not suffer any **loss** of pay when required to leave their places of employment temporarily in order to meet with the Employer concerning the processing or resolution of grievances. Employees must apply for, and receive permission from the Employer, prior to leaving their places of employment for such purposes.

22.02 Leave of Absence for Union Functions

Operational requirements permitting, leave of absence without pay will be granted, upon request, to employees elected to represent the Local Union at Union functions. Such leave shall not exceed a total of thirty (30) days per year for any individual employee. No more than two (2) employees may leave at any one time. No more than one ~~(1)~~ employee will be given leave from one (1) department at any one time. Where possible, applications for such leave must be received by the Employer not less than ~~two~~ (2) weeks in advance of the date of commencement of the leave.

22.03 Bereavement Leave

In the event of a death in his/her immediate family, an employee who notifies the Employer **as** soon as possible shall be granted five (5) regular days of leave, without loss of pay or benefits, in the case of death of a parent, wife, husband, common-law spouse, brother, sister or child. Three **(3)** days leave, without **loss of pay** or benefits, will **be** granted in the case of death of a niece, nephew, god-child, mother-in-law, father-in-law, sister-

in-law, brother-in-law, daughter-in-law, son-in-law, grandparent, grandchild or fiancé. One (1) day, without loss of pay or benefits, for aunt and/or uncle (defined as the brother or sister of a parent), and one (1) day, without loss of pay or benefits, for any other relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. Time off without pay may be granted in the case of the death of a friend. Such paid leave shall be taken within seven (7) calendar days.

A relative, by definition, shall include a person related by marriage, adoption or common-law inclusive of a partner of the same sex.

Where the burial occurs in a distant destination, travel time may be granted at the sole discretion of the Employer. The leave must be taken at the time of the funeral.

An employee shall not be denied bereavement leave in the event that the death occurs while on paid vacation. Vacation will normally be extended by the number of days of entitlement.

22.04 Pregnancy/Parental Leave - Full-Time

(a) Pregnancy/Parental Leave Entitlement

An employee shall be entitled to pregnancy/parental leave as herein provided. An employee shall not be denied the right to continue employment during the period of pregnancy unless the duties of her position cannot be reasonably performed by a pregnant woman, or the performance of her work is materially affected by the pregnancy, **However**, work may only be performed if the employee submits a medical certificate to the Occupational Health and Safety Specialist stating that she is fit to resume work.

(b) Commencement and Duration of Pregnancy/Parental Leave

- (i) Pregnancy and Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision. It is understood that an employee can extend this period upon application of Article 22.04(b)(iii).
- (ii) The employee will give the Employer at least two (2) weeks notice in writing of the day upon which she intends to commence her leave of absence and **may be** required to furnish a medical certificate from a legally qualified medical practitioner stating that she is pregnant and indicating the estimated day upon which, in his/her opinion, delivery will occur.

(iii) Where a doctor's certificate is provided stating that a longer period of pregnancy/parental leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed, During the above one (1) year period, seniority shall continue to accumulate.

(c) All paid employee benefits contained in Article 24 shall be continued during the pregnancy/parental leave and these benefits shall be paid one hundred percent (100%) by the Employer,

When an employee is granted an extension of pregnancy/parental leave under Article 22.04(b)(iii), the employee will become responsible for the full cost of the employee benefit plans as described in Article 25, and such employee may arrange payment for such plans with the Employer.

(d) **Procedure For Return to Work Upon Completion of Pregnancy/Parental Leave**

(i) An employee who proposes to return to work at the expiration of her pregnancy/parental leave shall so advise the Supervisor at least two (2) weeks in advance.

(ii) Such employee shall, upon return to work, be reinstated to her position in her current classification, at not less than her wages (as may be adjusted by reason of her accrual of seniority) with full benefits and seniority as accrued in Article 22.04 (a).

22.05 Adoption Leave

An employee who adopts a child shall be granted leave of absence without pay upon satisfactory proof of adoption being provided to the Supervisor prior to the departure on leave. Adoption leave shall not exceed six (6) months and the employee will enjoy the same benefits as those granted to an employee on pregnancy/parental leave.

22.06 Paternity Leave

Upon request, a male employee may be granted one (1) day off with pay for the birth or adoption of a child and this day is to be taken within one (1) week of said event.

22.07 Paid Jury or Court Witness Duty Leave - Full-Time

The Employer shall grant leave of absence without loss of seniority or benefits to an Employee who serves as a juror or is subpoenaed as a witness in any court. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings, shall be considered as time worked at the regular rate of pay.

(a) Jury or Court Witness Duty Leave - Part-Time

A regular part-time employee who is scheduled to work on a day on which he/she is required to serve as a juror or is subpoenaed as a witness in any court, shall be granted leave of absence without loss of seniority or benefits. The Employer shall pay such regular part-time employee the difference between normal earnings and the payment received for jury service, excluding payment for travelling, meals or other expenses. The regular part-time employee will present proof of service and the amount of pay received. Time spent by a regular part-time employee required to serve as a court witness in any legal procedures in which the Employer is a part to such proceedings, shall be considered as time worked at the regular rate of pay.

22.08 General Leave

The Employer may grant leave of absence without pay to an employee requesting such leave for good and sufficient cause, subject to Article 13.05. Such request shall be in writing. Operational requirements permitting no request for leave of absence shall be unreasonably denied.

An employee who proposes to return to work prior to the expiration of an approved leave, must request to do so in writing to the Director of Lanark Lodge at least four (4) weeks in advance.

ARTICLE 23 -WAGES AND ALLOWANCES

23.01 Pay Days

The Employer agrees that wages will be paid in accordance with Schedule A every second Friday by the Direct Deposit Payroll System. Employees shall be required to notify the Employer of the bank of the employee's choice. Employees must notify the Employer of changes to the employee's bank account seven (7) days prior to the deposit of pay into the employee's account. Employees will be paid **wages** for each period including overtime due to the employee.

The Employer agrees to provide each employee with an itemized statement of his/her wages, overtime and other supplementary pay and deductions and endeavour that the statements be made available prior to payday. The employees' hourly rate is to be placed on the deposit notification.

It is understood that any pay adjustments will be rectified during the next pay period without prejudice to the employee.

23.02 Rate of Pay on Promotion and Reclassification

- (a) An employee, promoted or reclassified to a higher paying position shall receive the rate of pay in the new classification in accordance to his/her seniority.
- (b) Where an employee applies for and transfers into a lower paid classification they shall be paid in accordance with his/her seniority (i.e. Step 1 to Step 1).

23.03 Pay on Temporary Transfer, Higher Rated Job Outside Bargaining Unit

When an employee temporarily relieves in or performs the principle duties of a higher paying position outside the bargaining unit for more than one (1) working day, he/she shall receive the next higher rate of pay of the **job** being performed.

23.04 Pay on Temporary Transfer, Higher Rated Job Inside Bargaining Unit

When an employee temporarily relieves in or performs the principle duties of a higher paying position inside the bargaining unit, he/she shall receive the rate of pay of the job being performed in accordance to his/her seniority.

23.05 Car Allowance

When the employee is authorized to use his/her personal car for Employer business, he/she shall be granted the prevailing mileage allowance established for Lanark County employees.

ARTICLE 24 - JOB CLASSIFICATION AND RECLASSIFICATION

24.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent. These descriptions shall be presented and discussed with the Union.

24.02 Elimination of Present Classifications

Existing classifications shall not be eliminated or changed without prior discussion with the Union.

24.03 Changes in Classification

The Employer shall prepare a new **job description** whenever a job is created relating to work which is normally performed by members of the bargaining unit or whenever the duties of a job in the bargaining unit change significantly. When the duties of any job are so changed or increased, or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created and established in the bargaining unit, 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. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties.

ARTICLE 25 - INSURED EMPLOYEE BENEFITS

25.01 Employer Contributions to Medical Insurance

The Employer shall pay one hundred percent (100%) of the premium cost for Extended Health Care Plan or equivalent and Vision Care up to two hundred dollars (\$200.00) every twenty-four (24) months. Eye exams capped at fifty dollars (\$50.00) every two (2) calendar years.

The provisions of **this** section apply solely to full-time employees.

A "controlled formulary" drug plan will be a component of the extended health care plan and will emulate the non-Union policy #23952 June 24, 2003, including the limitations and terms and conditions of the policy.

Chiropractic care up to a maximum of four hundred dollars (\$400.00) per calendar year with no deductible. No referral required.

25.02 Employer Contributions to Group Life Insurance Program

The Employer shall pay one hundred percent (100%) of the cost of the premium for a mutually agreed upon Group Life Insurance and Accidental Death and Dismemberment Plan for all employees in the bargaining unit providing a schedule of benefits of two (2) times an employee's annual salary. This insurance program applies solely to full-time employees.

25.03 Pension Plan

In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Employee's Retirement System, in accordance with Employer policy. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

The Ontario Municipal Employees Retirement Plan is optional to part time employees who meet the criteria of the Ontario Municipal Employees Retirement Plan.

25.04 Dental Plan - Full-Time

The Employer shall pay one hundred percent (100%) of the costs for a plan equivalent to Blue Cross Comprehensive Dental Plan (Dental #9 and Rider 2 & 4) to be maintained at current ODA fee schedule less one (1) year. Recall dental examinations every nine (9) months.

25.05 Shoe Allowance

- (a) Full-time employees shall be reimbursed on June 1st of each year for one pair of safety boots or duty shoes, up to a maximum of eighty-five dollars (\$85.00).
- (b) Part-time employees shall be reimbursed on June 1st of each year for one pair of safety boots or duty shoes up to a maximum of sixty dollars (\$60.00).

25.06 In Lieu of Benefits

Part-time employees shall receive a premium of twelve percent (12%) of the regular hourly rate for each hour worked, in lieu of all benefits not specifically extended.

25.07 Master Plan Texts

- a) The Employer shall provide the Union with a copy of **all** employee benefits and insured Benefits master plan **texts** and amendments and trust documents.
- b) The Employer shall provide the Union with a copy of the master plan texts for the liability insurance of the Home.

ARTICLE 26 - GENERAL

26.01 Restriction on Contracting-Out

The Employer may contract out **work**, provided that no employee suffers a reduction **in** normal hours of work or layoff **as** a direct result of the contracting out.

26.02 Proper Accommodation

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

26.03 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed **so** that all employees will have access to them and upon which the Union shall have the right to post notices **as** may be of interest to the employees once the posting has been approved by the Director of Lanark Lodge or his/her designate.

26.04 Plural or Masculine Terms May Apply

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

26.05 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. The Employer agrees to share the cost equally with the Union for the cost of printing sufficient copies of the Agreement within thirty (30) days of signing.

26.06 Volunteers

The Employer will inform and discuss with the Union the use of volunteers. All volunteers shall have some form of identification.

26.07 Drug Errors

The Employer agrees to stress education rather than discipline when investigating drug errors; however, must abide by the standards and protocols established by the College of Nurses. The Employer agrees, also, to investigate all drug errors to determine whether or not the error resulted from internal systematic problems.

26.08 Whenever the term "working" days is used in this Agreement, it shall be considered to be Monday through Friday, inclusive.

26.09 Schedule " A Beginning Salaries – Registered Practical Nurse

An employee hired by the Home with recent and related long term care experience may claim consideration for such experience at the time of hiring on a form to be supplied by the Home. Any such claim shall be accompanied by verification of previous related experience. The Home shall then evaluate such experience during the probationary period following hiring. Where in the opinion of the Home such experience is determined to be relevant, the employee shall be slotted in that step of the wage progression consistent with one (1) annual service increment on the salary schedule for each two (2) years or 3900 hours up to the maximum on the salary grid upon completion of the employee's probationary period. It is understood and agreed that the foregoing shall not constitute a violation of the wage schedule under the Collective Agreement.

No adjustment made prior to December 31, 2004. Effective date of ratification.

ARTICLE 27 - TERM OF AGREEMENT

27.01 Duration

This Agreement shall be binding and remain in effect for a period of two (2) years, i.e. from January 1 2005, to December 31st, 2006, and shall continue from year to year thereafter, unless either party gives to the other party notice in writing that it desires the Collective Agreement to be terminated or amended.

Such notice and preliminary proposal shall be given in writing by the party giving notice not earlier than ninety (90) days and not less than thirty (30) days before the expiry date of this Agreement, or any subsequent expiry date that this Agreement remains in force. Within fifteen (15) days of receipt of such notice by either party, the other party is required to enter into negotiations for renewal or revision of the Agreement.

27.02 Changes in Agreement

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

RECEIVED
NOV 01 2006
EMPLOYEE SERVICES
COUNTY OF LANARK

SIGNED IN COUNTY OF LANARK, PROVINCE OF ONTARIO.

THIS 31st DAY OF October 2006.

FOR THE EMPLOYER

[Signature]

[Signature]

[Signature]

FOR THE UNION

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

tp
cope 491
September 15, 2006

Schedule "A"

Increases January 1, 2005 (3%), January 1, 2006 (2.5%)

Position	Start	1 year	2 year	
Support Services Aide Food Service Aide				
1/1/2005	16.05	16.45	16.85	(Current Rate)
1/1/2006	16.45	16.86	17.27	
Certified Food Service Aide				
1/1/2005	16.70	17.10	17.50	(Current Rate)
1/1/2006	17.12	17.53	17.94	
Seamstress/Cook's Helper				
1/1/2005	16.67	17.08	17.58	(Current Rate)
1/1/2006	17.09	17.51	18.02	
Maintenance				
1/1/2005	17.82	18.36	18.94	(Current Rate)
1/1/2006	18.27	18.82	19.41	
Cook 1				
1/1/2005	17.03	17.56	18.12	(Current Rate)
1/1/2006	17.46	18.00	18.57	
Ingredient Control				
1/1/2005	17.46	17.87	18.38	(Current Rate)
1/1/2006	17.90	18.32	18.84	
1/1/2005	17.42	17.92	18.43	(Current Rate)
1/1/2006	17.86	18.37	18.89	
Restorative Care				
1/1/2005	18.15	18.77	19.36	(Current Rate)
1/1/2006	18.60	19.24	19.84	
Registered Practical Nurse Restorative Care Team leader				
1/1/2005	19.59	20.22	20.85	(Current Rate)
1/1/2006	20.08	20.73	21.37	

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NOV 01 2006

EMPLOYEE SERVICES
COUNTY OF LANARK

LETTER OF UNDERSTANDING

between

The Corporation of the County of Lanark
Concerning its operation at
Lanark Lodge, Perth, Ontario

and

Canadian Union of Public Employees
and its Local 2976

Re: Sharing of Overtime

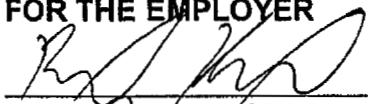
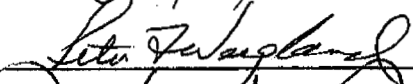
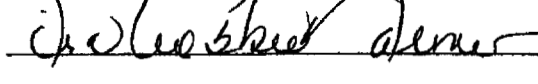
It is understood that overtime hours are additional hours and therefore **shall be** offered voluntarily to part-time employees **as** per seniority.

The method of offering overtime shall **be** as follows:

- 1) Overtime shall be offered to the most senior part-time or part-time on-call employee on duty preceding the **shift** where the overtime is required.
- 2) **Second** by offering to the part-time or part-time on-call employee already booked on either side of the shift to **be covered**, as **per** seniority.
- 3) Third by offering to the **full-time** employee already booked on either **side of** the shift to be covered, **as** per seniority.
- 4) Fourth **by** offering to full-time employees on a day off, **as per** seniority.
- 5) No employee shall be required to lay-off their scheduled **hours** due to **working** overtime.

Signed this 31st day of October 2006.

FOR THE EMPLOYER

FOR THE UNION

