

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE LAUGHLEN CENTRE  
(hereinafter referred to as "The Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3107  
(hereinafter referred to as "The Union")**

**Expires: June 17, 2000**

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## ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Canadian Union of Public Employees, Local 3107 as the sole and exclusive collective bargaining agent for all its employees, save and except Supervisors, persons above the rank of Supervisor, Director of Nurses, Registered Graduate and Undergraduate Nurses, Registered Nursing Assistants, Social Workers, Office and Clerical Staff, students employed under a co-operative educational programme or work experience programme, persons regularly employed for not more than twenty-four (24) hours per week and students employed during the school and university vacations.

## ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and acknowledges that the management of the Centre and direction of the work force are fixed exclusively in the Employer and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) determine schedules, production standards and quality standards, shifts, hours, the contents of jobs, and to assign work to employees;
- (c) determine the place, means, methods, processes and schedules of service, numbers of employees, the location, extension, limitation, curtailment or cessation of operations or any part thereof, and the services to be provided;
- (d) hire, classify, promote, demote, retire, layoff or transfer employees;
- (e) suspend, discipline, or discharge employees for 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;
- (f) make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; .
- (g) plan, direct, and control Centre operations unless specifically restricted by the Collective Agreement.

2.02 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that breach of any of the Centre rules, or of any of the provisions of this Agreement, that was serious enough to justify disciplinary action, shall be conclusively deemed to be sufficient cause for discipline or dismissal of an employee; provided that nothing herein shall prevent an employee going through the grievance procedure to determine whether or not such breach actually took place.

A Steward may be present when an employee is suspended or dismissed if the employee so requests.

2.03 The following will be cause for immediate dismissal without notice:

- (a) trafficking in drugs
- (b) abuse (physical or verbal) of residents, visitors or fellow employees
- (c) dishonesty or theft
- (d) verbal or physical sexual harassment
- (e) immoral conduct on the premises of the Centre
- (f) insubordination or negligence on duty
- (g) intoxication
- (h) wilful damage of the Centre's property
- (i) gambling, fighting, vending, or soliciting
- (j) accepting **gifts** of money from residents for services rendered

### **ARTICLE 3 - RELATIONSHIP AND DUES DEDUCTION**

3.01 The parties hereto mutually agree that any employee of the Centre 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.

3.02 The Centre and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or by any of their representatives or members because of an employee's membership or non-membership in the Union or because of his activity or lack of activity in the Union.

3.03 Except as herein provided, it is agreed that the Union and the employees will not engage in union activities during working hours or hold meetings at any time on the premises of the Centre.

3.04 The Centre agrees to deduct monthly dues from those employees of the Centre who have completed their probationary period. For the purposes of this Article, the word "employee" shall refer to an employee who has completed his probationary period.

3.05 Upon an employee completing forty-four (44) hours in one (1) month the dues will be deducted.

3.06 If vacation pay is paid and there are no other earnings in the month, dues are deducted if the vacation pay is in excess of the equivalent of forty-four (44) hours at the employee's regular rate.

3.07 Any employee who has not worked forty-four (44) hours by reason of not having been scheduled to work forty-four (44) hours or more or received benefits in lieu of work equivalent to forty-four (44) hours pay, within any calendar month shall be entitled to exemption of payment of regular monthly dues.

3.08 Benefits in lieu of work shall include the following: vacation pay, holiday pay, jury duty pay, and paid absence allowance, but shall not include the following: pension benefits, sickness and accident benefits, Workers' Compensation, and leave of absence without pay.

3.09 The Union shall provide the Employer with a certified true copy of the section of the by-laws of Local 3107 authorizing any such deductions and advise the employer in writing of any changes in such dues deduction.

3.10 The monies deducted in accordance with this Article together with a list of the employees so deducted shall be forwarded to the Local Union Financial Secretary not later than the fifteenth of the month following the end of the month in which deductions were made.

3.11 The Union shall indemnify and save harmless the Centre against any and all claims, demands, suits or other forms of liability that arise out of or by reason of any action taken or not taken by the Centre for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignments furnished under any of such provisions.

3.12 Union dues shall be recorded on the Employee's Income Tax (T-4) slip.

3.13 The actual cost to the Employer from time to time during the currency of this Agreement of carrying out the provisions of this Article shall be paid by the Union to the Employer forthwith on receipt of accounts therefor from the Employer.

**ARTICLE 4 - NO STRIKES – NO LOCKOUTS**

**4.01** In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union undertakes that during the life of this Agreement, the Union will not cause, or permit its members to cause, nor any of the members of the Union or employees covered by this Agreement take part in, any strike, picketing, slowdown or stoppage of work, or interference with work or service, either complete or partial.

**4.02** During the term of this Agreement, the Centre agrees that there will be no lockout of employees because of a labour dispute between the Centre and the Union.

**4.03** The Employer shall have the right to discipline or discharge employees who take part in or instigate any strike, picketing, stoppage, or slowdown.

**4.04** The Union agrees that it will not involve any employee of the Centre or the Centre either directly or indirectly in any disputes which may arise between any other employer and the employees of such other employer.

**ARTICLE 5 - NEW EMPLOYEES**

New Employees

**5.01** The Employer agrees to acquaint new employees with the fact that the union agreement is in effect.

Copies of Agreement

**5.02** After commencing employment, the employee's immediate supervisor shall introduce the new employee to the Union Steward or Representative in the area in which he works, who shall give him a copy of the Collective Agreement.

**ARTICLE 6 - CORRESPONDENCE**

**6.01** All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Executive Director of the Centre or his designate and the Recording Secretary of the Union, unless otherwise provided herein.

**ARTICLE 7 - NEGOTIATING COMMITTEE**

**7.01** The Employer agrees to recognize a Negotiating Committee of three (3) employees who have completed their probationary period and who are covered by this Agreement plus one (1) representative of the Union whose function it shall be to negotiate renewals of this Agreement.

7.02 Payment to Bargaining Team

The bargaining team (maximum 3 members) shall receive up to 3 days pay per contract negotiation for meetings including conciliation or arbitration held during their normally scheduled working hours.

**ARTICLE 8 - UNION REPRESENTATION**

**8.01** The Employer acknowledges the Union's right to select or otherwise appoint not more than three (3) employees, with no more than one from any department, as stewards. All stewards shall have at least one year seniority with the Centre and shall be regular employees of the Centre during their time in office. The name of each of the stewards and the name of the steward chosen or otherwise selected from time to time amongst them to be the Grievance Chairperson shall be given to the Centre in writing and the Centre shall not be required to recognize any such steward until it has been so notified. For the first steward selected under this collective agreement, the one year seniority requirement is waived.

**8.02** The Union recognizes and agrees that the employees covered by this Article have regular duties to perform in connection with their employment and unless specifically authorized by this Agreement, the work of the Stewards shall not be carried on during working hours. It shall be the duty and function of the said Stewards to assist in the carrying out of the terms and provisions of this Agreement, including the adjustment of all grievances and complaints and to prevent violation of this Agreement.

**8.03** The privileges of a steward to leave his work without loss of basic pay to attend to Union business is granted on the following conditions:

- (a) Such business must be between the Union and the management. Employees having grievances cannot discuss these with their stewards during working hours, **except** in the case of a discharged employee who shall be allowed to meet with his Steward for a period of not more than **fifteen (15)** minutes.
- (b) The time shall be devoted to the prompt handling of necessary Union business.
- (c) The steward concerned shall obtain the permission of the supervisor concerned before leaving his work which shall not be unreasonably withheld.
- (d) He must not enter a department or area other than his own, without explaining to the supervisor of such department or area his purpose before proceeding into that area.



- (e) The time away from work shall be reported in accordance with the timekeeping methods of the Employer.
- (f) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.
- (g) In the application of this Article, there shall be no suspension of work by any employee without the express permission of the employee's supervisor which shall not be unnecessarily withheld.

### **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is generally understood that an employee has no grievance until he has first given to this supervisor an opportunity of adjusting his complaint.

9.02 (a) If an employee has any complaint or question which he wishes to discuss with the Centre, he shall take the matter up with his immediate supervisor. No complaint shall be considered where the circumstances giving rise to it occurred or originated more than three (3) working days prior to the discussion with the supervisor.

(b) If such complaint or question is not settled to the satisfaction of the employee concerned within three (3) full working days, or within any longer period which may be mutually agreed upon at the time, then the following steps of the grievance procedure may be involved in order by employees who have attained seniority.

9.03 Subject to Article 12.03, a grievance properly arising under this Agreement shall be adjusted and settled as follows:

**STEP NO. 1** - Within two (2) working days after the decision of the supervisor is given to the employee, the employee may at his discretion present his grievance, which shall be reduced in writing on a form supplied by the Union and approved by the Centre, signed by the employee, to the Department Supervisor or his designate who shall within two (2) working days consider it in the presence of the person or persons presenting same and the supervisor shall render his decision in writing within four (4) working days following the presentation of the grievance to him.

**STEP NO. 2** - Within four (4) working days after the answer is given in Step No. 1, or the time limit has expired, whichever occurs first, the grievance may be referred to the Executive Director or his designate who shall meet with the Steward and the grievor within four (4) working days to discuss the grievance and the Executive Director or his designate shall render his decision in writing to the Steward within five (5) working days after the meeting.

**STEP NO. 3** - Within four (4) working days after the decision is given at Step No. 2, or the time limit has expired, whichever occurs first, the grievance may be referred to the Executive

Committee of the Board of Directors at which time the Union shall state in writing the specific article or articles alleged to be violated. A meeting shall be held between the Union and the Executive Committee of the Board of Directors or a sub-committee thereof within ten (10) working days. At this meeting, a National Representative of the Union may be present. The decision of the Executive Committee or sub-committee shall be given in writing within ten (10) working days after the meeting referred to herein is held.

**9.04** If final settlement of the grievance is not reached and if the grievance is one which concerns the interpretation or alleged violation of this Agreement, then the grievance may be referred in writing by either party to arbitration **as** provided in Article 11 below at any time within ten (10) working days after the decision is given under Step No. 3 or the time limit expires, whichever occurs first, and if no such written request for arbitration is received within the time limited, then it shall be deemed to have been abandoned.

**9.05** All decisions arrived at between the Employer and the Union shall be final and binding upon the Employer, the Union, and the employee or employees concerned.

#### **ARTICLE 10 - MANAGEMENT AND UNION POLICY GRIEVANCE**

**10.01** Any grievance instituted by management shall be in writing and may be referred to the Chief Steward or his designate within five **(5)** full working days of the occurrence of the circumstances giving rise to the grievance. The Chief Steward shall meet within five **(5)** working days thereafter with management to consider the grievance. 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 the Board of Arbitration **as** provided in Article 11 at **any** time within ten (10) working days thereafter but not later.

**10.02** A Union policy grievance, which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, shall be in writing and may be lodged by the Grievance Chairperson with the Executive Director at Step No. 2 of the grievance procedure at any time within five **(5)** full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled at Step No. 2, it may be thereafter processed to Step No. 3 **as** provided in Article 9

#### **ARTICLE 11 - ARBITRATION**

**11.01** Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 9 above and which has not been settled, may be referred to a Board of Arbitration, at the written request of either of the parties thereto.

11.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two members of the Board of Arbitration.

11.03 A request for Arbitration by a party shall include the name of the party's nominee to the Board of Arbitration. Within 10 days of receipt of a request, the other party shall name its nominee.

11.04 Should the person chosen by the Centre to act on the Board of Arbitration and the person chosen by the Union fail to agree on a third person, the Office of Arbitration will be asked to nominate a person to act as Chairman.

11.05 The decision of a Board of Arbitration or a majority thereof, constituted in the above manner shall be binding on both parties and the employees.

11.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement, nor to deal with any matter not covered by this Agreement, or any matter which does not involve the interpretation, application, administration, or alleged violation of this Agreement.

11.07 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it, and the expenses of preparing and presenting its own case, including wages or salaries of its witnesses, and the parties will jointly bear the expenses, if any, of the Chairman.

11.08 Section 44(6) of the Labour Relations Act shall not apply to arbitrations under this Agreement.

11.09 Saturday, Sunday and statutory holiday shall not be considered "working days" for the purpose of Articles 9, 10 and 11.

11.10 The time limits stated in this Article and Articles 9 and 10 may be extended by mutual agreement of the parties in writing. If a time limit has not been so extended, failure of the Union to proceed within the time limit will be deemed to be an abandonment of the grievance. Failure of the Centre to reply within the time limit will be deemed to be a denial of the grievance entitling the grievor to proceed to the next step or stage in accordance with Article 9, 10 or 11.

11.11 No person may be appointed an arbitrator who has been party to an attempt to negotiate or settle the grievance.

## ARTICLE 12 - SENIORITY

12.01 Seniority, as referred to in this Agreement, shall mean the length of service with the Centre from the date of last hiring into the bargaining unit by the Centre.

12.02 An employee will be considered on probation for his first sixty (**60**) days actually worked during any twelve (12) consecutive months and will have no seniority rights during that period. After completion of the probationary period, the employee shall then be assigned a seniority date crediting him with sixty (**60**) days of service. Part-time employees becoming full-time employees may be subject to the same probationary period.

12.03 During the probationary period referred to above, the employee shall be considered as being employed on trial basis and may be discharged or laid off at the discretion of the Centre. Discharge or lay-off of a probationary employee shall not be subject to the grievance procedure.

12.04 When two or more employees attain seniority on the same date, they shall be placed in alphabetical order on all seniority lists.

12.05 The Employer shall maintain a seniority list showing the employee's current classification, the last day of hire into the bargaining unit and the date on which the employee last commenced service in the department in which he is working.

12.06 (a) In case of layoff, employees may exercise their departmental seniority in their department only. Provided that the employees affected are of equal skill, competence, efficiency, ability and qualifications, the last employee to enter the department shall, in the case **of** a layoff, be the first laid off and the last employee laid off shall be the first recalled. **An** employee who exercises his seniority by displacing another employee in the department rather than taking a layoff shall be paid on the job into which he transfers at the step his past experience in the job entitles him to. **An** employee bumping into a job must have the skill and ability **to** perform the work available without additional training.

(b) In case **of** a layoff, full-time employees shall have the right to bump into part-time positions providing they are qualified to do the job.

(c) Laid off employee shall retain seniority, service and recall rights for twenty-four (24) months from the last date **of** layoff.

12.07 Seniority shall be maintained and accumulated in the following circumstances only:

- (a) when actually at work for the Centre;
- (b) when off the payroll due to layoff, sickness or accident in which case seniority will continue to accumulate for a period of time equal to four months;
- (c) when off the payroll due to personal leave of absence, then seniority will continue to accumulate for the first calendar month of such leave;
- (d) when absent on vacation or on legal holidays.

**12.08** Seniority shall terminate and an employee shall cease to be employed by the Centre when he:

- (a) voluntarily quits his employment with the Centre;
- (b) retires;
- (c) is discharged and is not reinstated through the grievance procedure or arbitration;
- (d) is off the payroll for a continuous period of three months; persons in receipt of accident or sickness benefits shall not be considered off the payroll for purposes of this subsection for the first eighteen (18) months of absence; this clause shall be administered pursuant to the Ontario Human Rights Code;
- (e) fails to report for work when recalled from layoff within three working days following notice to report by the Company sent by registered mail or courier to his last known address;
- (f) fails to return to work upon the termination of an authorized leave of absence unless a valid reason acceptable to the Centre is given;
- (g) accepts gainful employment while on a leave of absence without first obtaining the consent of the Centre in writing;
- (h) is absent from work for three (3) working days or more without contacting the Employer and providing a valid reason acceptable to the Employer.

**12.09** 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, he shall retain the seniority previously acquired and shall have added thereto the seniority accumulated while serving in such supervisory or confidential capacity.

**12.10** It shall be the duty of each employee to notify the Centre and the Union promptly of any change in address. If an employee fails to do this, neither the Centre **nor** the Union will be responsible for failure of a notice to reach such employee.

**ARTICLE 13 -JOB POSTING**

13.01 When a permanent vacancy occurs which the Centre decides to fill or when a new position is created within the bargaining unit, the vacancy will be posted for a period of five (5) working days. Applications for the job may be made during the period of posting only, in writing, to the Executive Director of designate.

13.02 Posting notices shall state the nature of the position, the qualifications required, the required knowledge and education, skills, shift, hours of work, wage or salary rate or range.

13.03 At the time of posting, the Centre may advertise outside for the position. The Employer will review the applications of employees before considering outside applicants.

13.04 In selecting employees for jobs which are posted, the Centre shall consider the following factors in determining which employee, if any, is to be awarded the posted job.

- (i) The requirements and efficiency of operations and the skill, qualifications, experience and the employee's record concerning absenteeism, tardiness, disciplinary action.)
- (ii) The seniority of each employee concerned.

When, in the judgment of the Centre, (i) is to all intents and purposes equal as between two or more employees, seniority shall govern. An employee selected in accordance with this provision for a posted job will have two weeks to demonstrate that he is capable of performing the job.

13.05 In order to ensure proper levels of service, it may be necessary, at times, to delay the transfer of an employee awarded a job posting for the purpose of securing a qualified replacement and the vacancy to which he will be transferred will be filled temporarily for the same period of time.

13.06 The Centre reserves the right to fill a vacancy temporarily pending the selection of an employee to fill the vacancy on a permanent basis.

13.07 If the job vacancies cannot be filled under the provisions noted above, the Centre reserves the right to fill a vacancy from any other source including hiring from outside.

13.08 The posting procedure applies to an original vacancy. A vacancy resulting from filling the original vacancy, if the Centre decides to fill it, shall be posted. Any further vacancies created by the second posting may be posted at the discretion of the Centre.

**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

14.01 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. It is agreed and understood that the Centre is a twenty-four (24) hours per day, seven (7) days a week continuous operation and that services must be maintained. It is agreed that where required, employees shall work three (3) shifts as scheduled.

14.02 A regular work period is seventy-five (75) hours averaged over a two (2) week period.

14.03 The Employer will endeavour to schedule consecutive days off. The Employer will endeavour to allow at least 16 hours between the finish of a shift rotation and the start of the next shift rotation.

The hours of work of each employee shall be posted in an appropriate place at least two weeks in advance. The schedule may be subject to change according to the operational requirements of the Centre.

14.04 For shifts of seven and one-half (7.5) hours or more, the Employer shall grant a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period. For shifts of between four (4) hours and seven and one-half (7.5) hours, the Employer shall grant a paid rest period of fifteen (15) consecutive minutes.

14.05 The Centre shall have the right to schedule overtime when in its discretion it is required. Overtime shall be approved by the Administrator and will be paid at time and one-half of the employee's regular rate for the actual hours worked beyond 75 hours in a two week work period.

14.06 Overtime shall be considered voluntary provided that, if sufficient qualified employees do not volunteer to enable the Centre to maintain the scheduled service, the Centre may require employees in reverse order of seniority to work overtime. The Union consents to the working of overtime in such circumstances.

14.07 To assure continuity of service, it is agreed that an employee at the end of his shift in such cases where his replacement **has** not relieved him, shall notify the supervisor, and if required by the supervisor, shall remain at work until replaced.

14.08 If an employee is called back on duty after having completed his regular shift, and before 16 hours have elapsed, the employee will be paid for a minimum of two hours at the rate of time and one-half per hour.

14.09 There shall be no pyramiding of premium pay provisions. The employee shall be entitled to the single premium providing the greatest benefit.

14.10 Employees who report for any scheduled shift of seven and one-half (7 ½) hours or more will be guaranteed at least four (4) hours of work, or if no work is available will be paid at least four (4) hours.

14.11 Where employees are called in to work and commence work within one-half (1/2) hour of the start of the shift, they shall be paid for that shift as if they have worked the entire shift. Where employees are called in to work a shift within one-half (1/2) hour of the start of a

shift and they report to work within one (1) hour of the call in, they shall be paid for that shift as if they had worked the entire shift.

**ARTICLE 15 - PAID HOLIDAYS**

15.01 The Employer recognizes the following as paid holidays:

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

15.02 The employee is eligible for this payment provided each of the following conditions are met:

- (a) The employee has completed his probationary period.
- (b) The employee works his full regular shift on the working day immediately preceding such holiday and his full regular shift on the first working day following such holiday, unless he has failed to perform such work because of being absent due to verified illness of not less than two days nor more than two weeks duration, death in the immediate family, jury duty, or lay off.
- (c) In the case of a laid off employee, the employee has worked his last full shift in the seven (7) calendar days immediately preceding the day on which the holiday is observed.

15.03 An employee scheduled to work on a paid holiday or who agrees to work on a paid holiday, who does not report to work and work the full shift shall not be entitled to paid holiday pay unless he provides a valid reason, satisfactory to the Centre for his absence.

15.04 Employees receiving Workers' Compensation, or other insurance benefits or on Maternity Leave shall not be entitled to holiday pay.

15.05 Full-time Employees shall be entitled to 1 day off with pay for their Birthday, to be taken 30 days prior or after their actual Birthday.



**ARTICLE 16 - VACATIONS**

16.01 Vacations with pay as scheduled by the Employer shall be granted to employees on the active payroll:

<u>Seniority as of April 30</u>	<u>Vacation</u>
less than 1 year	4 % vacation pay
one year to 3 years	2 weeks at 4% of gross earnings
4 years to 10 years	3 weeks at 6% of gross earnings
11 years to 17 years	4 weeks at 8% of gross earnings
18 years and more	5 weeks at 10% of gross earnings

16.02 A vacation list shall be posted on April 15. Employees may indicate their preference until May 1<sup>st</sup>. Vacations may be taken at any time during the calendar year in which they are earned including ~~Christmas~~ and New Years. Vacations taken at Christmas and New Years will be subject to the approval of the Executive Director or designate with no more than three (3) employees from the bargaining unit going at any time.

16.03 The Employer shall post the vacation schedule by May 15. After posting, the vacation schedule may only be altered by mutual consent by the Employer and the employee involved.

16.04 An employee terminating employment or retiring at any time in the vacation year, prior to using his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

16.05 Vacations may not be carried over from year to year unless by mutual agreement of the parties.

16.06 An employee may, provided he has requested in writing more than three weeks prior to the commencement of his annual vacation, receive, on his last day of work preceding the commencement of his vacation any pay cheques which may fall due during the period of vacation for time worked prior to the commencement of the vacation.

16.07 Vacation pay will be paid by separate cheque or bank deposit.

**ARTICLE 17 - SICK LEAVE**

17.01 Sick leave pay is for the sole purpose of protecting full-time employees against loss of income from legitimate illness or disability. Any abuse of the sick leave provisions by employees will be cause for disciplinary action.

17.02 Sick leave shall be accumulated at the rate of one and one-half (1 ½) days for every month of active employment following the completion of the month in which the probationary period is completed.

17.03 Unused Sick Leave

The unused portion of the employee's sick leave may accrue to a total of ninety (90) days. A deduction shall be made from accumulated sick leave of all normal working days or part thereof (exclusive of holidays) absent for sick leave.

**ARTICLE 18 - MEDICAL EXAMINATIONS**

18.01 Recognizing the close relationship between the health of the employees and the health of the residents of the Centre, and the susceptibility of residents to illness or infection, the Union and the Centre agree that the strict compliance with all health regulations is of the utmost importance.

18.02 Any employee's return to work after sick leave of three (3) days or more will be conditional on the employee supplying, when requested, a certificate from a physician verifying the dates of absence and that the employee has recovered from the sickness which caused the absence.

18.03 **As** a requirement of the Charitable Institutions Act, and a condition of continuing employment, all employees must submit to an annual medical confirming that the employee **is**:

- (a) free from active tuberculosis or other communicable or contagious disease and;
- (b) physically fit to undertake his duties.

18.04 Annually, employees who handle or come in contact with food or any utensil used in the preparation, processing or service of food must have stool examinations for enteric pathogenic organisms.

18.05 Employees who handle foods, who are absent from work for three or more days due to gastro-intestinal illness, must have stool examinations for enteric pathogenic organisms. The examination must be found to be negative before the employee may return to work

**ARTICLE 19 - BEREAVEMENT LEAVE**

19.01 A leave of absence to a maximum of three consecutive days will be granted to an employee whose absence is necessary to arrange or attend the funeral of the employee's parent, spouse, brother, sister, child, mother-in-law, father-in-law, grandparent or grandchild. The employee will receive his regular rate of pay for any scheduled days of work within the three day period following the date of death.

**ARTICLE 20 - MATERNITY/PATERNITY/ADOPTION LEAVE**

20.01 Maternity/paternity leave will be granted in accordance with the Employment Standards Act, the terms of which are incorporated by reference into this collective agreement.

20.02 Adoption leave shall be granted in accordance with the Employment Standards Act, the terms of which are incorporated by reference into this collective agreement.

**ARTICLE 21 -JURY DUTY AND CROWN WITNESS**

21.01 Employees who serve on jury duty or are subpoenaed as a Crown witness in Court or at a Coroner's Inquest shall receive the difference between jury duty pay or conduct money and eight (8) hours pay at the employee's regular straight time hourly rate for each day of jury duty. The employee must give the Centre advance notice of jury or Crown witness duty and supply substantiation of jury or Crown witness service.

21.02 The Centre's obligation to pay an employee for jury or witness duty is limited to a maximum of ten (10) days in any calendar year.

21.03 In order to receive payment, an employee must give management prior notice that he has been summoned for jury or witness duty and must furnish satisfactory evidence that he performed jury or witness duty on the days for which he claims such payment.

21.04 If not selected to sit on a jury or released as a witness, the employee shall forthwith report to his supervisor and commence work.

**ARTICLE 22 - LEAVE OF ABSENCE**

22.01 **The** Employer may grant a personal leave of absence without pay and without **loss** of seniority. Leave of absence shall not be granted in July, August, or December. Requests for leave of absence shall be in writing and made not less than three weeks prior to the proposed commencement date of the leave of absence

**ARTICLE 23 - WAGES**

23.01 The rate of pay and classification schedules shall be those set out in Schedule "A" attached hereto and forming part of this Agreement.

23.02 It is the policy of the Centre to pay salaries bi-weekly. Any change in the policy will be discussed with the Union.

**ARTICLE 24 - RELIEVING IN OTHER GRADES**

24.01 When an employee is assigned to work or temporarily transferred for the convenience of the Centre to another job for a full shift or more, he shall be paid the higher of: his own rate or the start rate for the job. An employee assigned or temporarily transferred for the convenience of the Centre to another job for less than a full day shall continue to be paid his regular rate.

**ARTICLE 25 - EMPLOYMENT BENEFIT PLANS**

25.01 After completion of the probationary period, unless otherwise specified herein, the Centre shall pay 100% of the premium for:

- (i) Extended Health Service Plan.
- (ii) Group Life Insurance for the sum of one times the employee's last annual salary.
- (iii) Accidental Death & Dismemberment to two times the employee's last annual salary.
- (iv) A Dental Plan. The 1996 O.D.A. Schedule will be used in the Dental Plan.
- (v) Vision Care

A Vision Care Plan to cover the cost of prescription glasses up to two hundred dollars (\$200.00) every 24 months.

25.02 Employees are subject to the terms of the relevant legislation or policies as to eligibility, coverage and benefits and no grievance may be filed concerning their applications to any employee but the Centre shall use its good offices to promote a settlement of any dispute between the employee and the insurance carrier.

25.03 (a) Commencing August 17, 1997 each eligible employee employed as of that date, covered by this collective agreement, shall contribute from each pay cheque an amount equal to four percent (4%) of applicable wages to the Nursing Homes and Related Industries Pension Plan being a multi-employer pension plan. The employer shall match such contributions, the amount being four percent (4%) of applicable wages.

(b) The definition of "applicable wages" for purposes of determining contributions to the union designated pension plan shall be the basic straight time wages for all hours worked

including straight time holiday pay and vacation pay. All other payments of any other nature are hereby excluded.

(c) Eligible employees shall mean all full-time and part-time employees, in the bargaining unit, who have completed nine hundred seventy-five (975) hours of service.

(d) The employer and the employee contributions shall be paid by the employer to the plan within thirty (30) days after the last day of the month for which the contributions are payable.

(e) The union acknowledges and agrees that other than making its contributions to the plan as set out in this article, the employer shall not be obligated to contribute towards the costs of benefits provided by the plan or be responsible for providing any such benefits.

(f) The employer agrees to provide the plan administrator on a timely basis with all information required pursuant to the Pension Benefits Act, 1987 which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

#### **ARTICLE 26 - HEALTH AND SAFETY**

26.01 Management and staff shall co-operate in continuing to improve **and** provide a safe and healthful working environment for all residents and staff. This will be undertaken through the provisions of the Ontario Occupational Health & Safety Act and will not be subject to the grievance **and** arbitration provisions **of** this Agreement.

#### **ARTICLE 27 - GENERAL CONDITIONS**

27.01 The Centre shall provide accommodation for the employees to have their meals and store and change their clothes. The Centre shall not be liable for personal losses on the premises.

27.02 The Centre shall provide a bulletin board for the posting of Union notices. No notice shall be posted unless approved by the Executive Director or his designate before posting.

27.03 All employees who are required to wear a uniform but who are not provided with a uniform shall be paid a uniform allowance of ninety-six dollars (\$96.00), to be paid once a year by separate cheque.

27.04 The employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time employees results from such contracting out. 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 the employment is not a breach of the

agreement. This clause does not apply to the contracting out of the dietary service that has already taken place.

27.05 Stand By Pay

While on standby an employee shall be paid \$2.00 per hour. Stand by Pay shall cease when the employee is called into work during the period of standby. If the employee fails to answer a call within 15 minutes of the call from the Centre, the Stand by Pay shall cease until the employee communicates with the Centre.

27.06 Meal Providence

When an employee is requested to work extra hours after completing their scheduled shift, a meal shall be provided by the Centre.

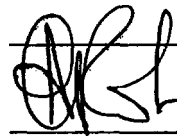
27.07 (a) Within thirty (30) days of the date of signing a memorandum of settlement or the issuing of an arbitration award, the retroactive adjustments shall be issued by itemized separate cheque to employees and former employees for all hours paid retroactively from the dates specified.

(b) The Employer shall notify any former employees, in writing, at their last known address. Former employees shall be entitled to apply for the adjustment within sixty (60) calendar days from the date on which such notice is sent by the Employer.


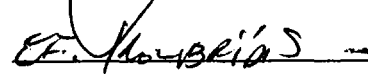

**ARTICLE 28 - TERM OF AGREEMENT**

28.01 The terms of this Agreement shall be binding upon the parties hereto from June 18, 1998, through June 17, 2000 and thereafter from year to year unless either party gives to the other party written notice for renewal, cancellation or modification. Such notice must be given not earlier than ninety (90) days and not later than thirty (30) days prior to the expiration of this Agreement.

THE LAUGHLEN CENTRE

  
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\_\_\_\_\_  
\_\_\_\_\_

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 3107

  
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SCHEDULE "A"

<u>DIETARY</u>		<u>JUNE 18/98</u>	<u>DEC. 18, 1998</u>	<u>JUNE 18, 1999</u>	
<b>Cook</b>	start	\$14.35	\$14.49	\$14.63	
	1 year	\$14.67	\$14.82	\$14.97	
	2 years	\$14.99	\$15.14	\$15.29	
Dietary Aide	Start	\$12.66	\$12.79	\$12.92	
	1 year	\$12.97	\$13.10	\$13.23	
	2 years	\$13.28	\$13.41	\$13.54	
Dishwasher	Start	\$13.46	\$13.59	\$13.73	
	1 year	\$13.80	\$13.94	\$14.08	
	2 years	\$14.10	\$14.24	\$14.38	
Porter	Start	\$13.46	\$13.59	\$13.73	
	1 year	\$13.80	\$13.94	\$14.08	
	2 years	\$14.10	\$14.24	\$14.38	
<u>NURSING</u>					
Nurse Aide	start	\$13.46	\$13.59	\$13.73	<i>13.81</i>
	1 year	\$13.80	\$13.94	\$14.08	<i>14.16</i>
	2 years	\$14.10	\$14.24	\$14.38	<i>14.47</i>
<u>HOUSEKEEPING</u>					
Aide	Start	\$12.66	\$12.79	\$12.92	
	1 year	\$12.97	\$13.10	\$13.23	
	2 years	\$13.28	\$13.41	\$13.54	
<u>LAUNDRY/LINEN</u>					
Aide	start	\$12.66	\$12.79	\$12.92	
	1 year	\$12.97	\$13.10	\$13.23	
	2 years	\$13.28	\$13.41	\$13.54	
<u>MAINTENANCE</u>					
<b>General Maintenance</b>	Start	\$15.12	\$15.27	\$15.42	
	1 year	\$15.42	\$15.57	\$15.73	
	2 years	\$15.75	\$15.91	\$16.07	
Handyman	Start	\$12.76	\$12.89	\$13.02	
	1 year	\$13.08	\$13.21	\$13.34	
	2 years	\$13.39	\$13.52	\$13.66	

Weekend Housekeeper – responsibility pay - \$1.00 an hour

Leadhand – responsibility pay - \$1.00 an hour

**PART-TIME ADDENDUM**

The parties have agreed to the following addendum to the full-time agreement to cover part-time employees except as noted hereafter:

**Article 1.01**

to be amended in accordance with certificate and current 1.01.

**Articles 7 & 8**

Part-time employees shall be represented by a joint negotiating committee set up under Article 7 and steward appointed under Article 8 of the full-time agreement.

**Article 12.01**

Part-time employees, will accumulate seniority on the basis of one (1) year's seniority for each 1800 hours worked in the bargaining unit as of the last date of hire, except as otherwise provided herein.

**Article 12.02**

Part-time probation period shall be 60 shifts worked.

**Article 12.05**

Part-time seniority shall be shown as hours worked. There shall be separate seniority lists for full **and** part-time employees.

**Article 12.07**

only, shall apply to part-time employees.

**Article 13.08**

excluded.

**Article 14.02 & 14.03**

are excluded.

**Article 15, 16, 17 & 25**

are excluded.



**Article 21**

is applicable only to previously scheduled hours.

**Term:** same as full-time agreement

**Benefits:** 10% in lieu of benefits (excluding vacation pay)

Hours worked from January 1, 1987 or dated last hire into the part-time unit whichever is later, to date of ratification, shall be used to determine the part-time employees' place on the wage grid.