

SOURCE	County		
EFF.	99	02	81
TERM.	91	01	31
No. OF EMPLOYEES	150		
NOMBRE D'EMPLOYÉS	L.W.		

COLLECTIVE AGREEMENT

between

THE CORPORATION OF THE COUNTY OF KENT (THAMESVIEW LODGE)

and

THE SERVICE EMPLOYEES' UNION, LOCAL 210

Expiry Date: **January 31, 1991**

Jan 31 1991

0619203

FOREWORD

This Agreement, resulting from collective bargaining between The Corporation of the County of Kent - Thamesview Lodge and Service Employees' Union, Local 210, Affiliated with Service Employees' International Union, AFL-CIO-CLC, is for the purpose of producing the most favourable relationship between the employees and the Employer. The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge our members to consult with their Stewards or Union Representatives concerning any matter **pertaining** to the provisions of this Agreement,

SCHOLARSHIPS

In 1962 our International Union established a programme which offers ten four-year scholarships of \$750.00 per year to our members, and children of members.. In addition, Local 210 has established a scholarship of \$500.00 per year, up to four years, called the S.E.U., Local 210 Scholarship. These awards are made each year. For further details, contact the Union Office.

UNION OFFICE: 3935 Tecumseh Road East
Windsor, Ontario N8W 1J4

CHATHAM OFFICE: 143 Wellington Street West
Suite 212
Chatham, Ontario N7M 5K4

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Diane Brown,
President.

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THIS AGREEMENT made this 25th day of June, 1990.

B E T W E E N :

**THE CORPORATION OF THE COUNTY OF KENT
(hereinafter called the "Employer")**

- and -

**SERVICE EMPLOYEES UNION, LOCAL 210
WINDSOR, ONTARIO
(affiliated with Service Employees
International Union, AFL-CIO-CLC-)
(hereinafter called the "Union")**

Whereas the Union, by certificate dated August 5, 1966 and by certificate dated May 2, 1972, is the sole collective bargaining agent for all employees of the Corporation of the County of Kent at the Thamesview Lodge at Chatham, save and except professional Medical Staff, Registered Nurses, Graduate Pharmacists, Graduate Dietitians, Undergraduate Dietitians, Supervisors, persons above the rank of Supervisors and Office Staff.

Now therefore this Agreement Witnesseth:

ARTICLE 1 - PURPOSE

1.01 The Agreement is undertaken to establish mutually satisfactory relations between the Employer and its employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working terms and conditions for the employees covered by this Collective Agreement.

ARTICLE 2 - RECOGNITION

2.01 As established in the recital clause hereof, the employer recognizes The Union as the sole bargaining agent for all such employees and agrees that it will not enter into any other agreement or contract with employees represented by The Union either individually or collectively which may conflict with the terms of this agreement.

2.02 Supervisors or persons above the rank of supervisor, shall not perform any of the jobs which are included in the Bargaining Unit, except in the case of an emergency, or for the purpose of instructing employees, or where it would be appropriate for a supervisor or persons above the rank of supervisor, to respond to requests of residents.

ARTICLE 3 - UNION MEMBERSHIP AND CHECK-OFF

3.01 The Employer shall deduct from all employees in the bargaining unit and who have completed their probationary period, from the first pay each calendar month, the monthly dues and in the case of Union members, the initiation fees and welfare fund contributions levied by the Union in accordance with its constitution and by-laws, and it shall be a condition of remaining in the employment of the Employer, that each such employee authorize the Employer to make such deductions.

3.02 The amount of such dues shall be certified to the Employer by an authorized officer of the Union.

3.03 Present-employees who are members of the Union and new employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.

3.04 The dues deducted from all employees within the bargaining unit, with a record of those from whose pay deductions have been made, shall be remitted by the Employer to the Union not later than the twenty-fifth (25) day of each month.

3.05 Providing the Union certifies, prior to the beginning of the calendar year, that 100% of the union dues are deductible for income tax purposes, the Corporation agrees to list the amount of union dues deducted from each employee on the employee's annual T4 slip.

3.06 The record referred to in subsection 3.04 above shall include the names of employees from whom deductions were not made because of absence for injury or illness or because employment has been terminated.

3.07 It is agreed that upon commencement of employment new employees shall be advised by a representative of the Employer of the existence of the Union, and of the conditions surrounding their employment.

ARTICLE 4 - UNION INTERVIEWS

4.01 During the term of this Agreement the Employer agrees to furnish the Union with a written list of all new employees within the bargaining unit not later than sixty (60) days from date of hiring. Such list shall also include date of hiring, classification, and when applicable, the date of termination of employment.

4.02 All new employees (except students hired during their normal vacation periods) hired after the date of this agreement shall be considered probationary employees until, in the case of full-time employees, they have completed sixty (60) working days or in the case of part-time employees, they have completed four hundred and fifty (450) hours of employment.

4.03 After completion of the probationary period as defined in subsection 4.02 above, such employees shall be considered permanent employees of the Employer and shall appear on the seniority list as of the date of employment, provided that the date of hiring of an employee after four hundred and fifty (450) hours of intermittent employment shall be the date twelve (12) full calendar weeks prior to the date upon which the probationary period was completed.

4.04 The Employer agrees that a representative of the Union shall have the right to interview each employee after completion of his or her probationary period for the purpose of ascertaining whether the employee wishes to become a member of the Union, and further agrees to designate the time and place for such interview, on the Employer's premises. The interview shall not exceed ten minutes in duration for each employee.

ARTICLE 5 - SENIORITY

5.01 Seniority rights of employees shall be established after completion of the probationary period as defined in subsection 4.02.

5.02 (a) Departmental seniority shall be defined as length of continuous service within a department of Thamesview Lodge from the date upon which the employee last became a member of the department, and in the case of part-time employees shall accumulate and be based on actual hours worked in the department.

(b) Thamesview Lodge wide seniority shall be defined as length of continuous service with Thamesview Lodge from the date of hiring and in the case of part-time employees shall accumulate and be based on the total actual hours worked with Thamesview Lodge.

5.03 Separate Thamesview Lodge wide and departmental seniority lists of all employees within the Bargaining Unit shall be prepared every six (6) months, namely on the fifteenth (15th) day of May and November in each year, by the Employer, and shall be accessible to the members of the Union. Copies of said seniority lists shall be mailed to the Union office on such dates or soon thereafter. The Chief Steward shall be entitled to a copy of such lists. The lists shall include the seniority standing, job classification, actual rate of wages and the amount of accumulated sick days credited. Any complaint relating to the information included on the seniority list shall be deemed to have come to the attention of all employees no later than thirty (30) days from the time that the list is posted.

5.04 For the purposes of lay-off and recall from lay-off, the Lodge shall give preference to employees with the greatest Thamesview Lodge seniority, providing such employees have the skill and ability at the time, including any legal prerequisites to perform the work. It is understood, however, that probationary employees shall be laid off first.

5.05 Department seniority shall be determinative in the case of vacation.

5.06 Subject to the provisions of this Collective Agreement, an employee shall lose all seniority and shall be deemed to have quit if:

(a) The employee quits;

(b) The employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein defined;

(c) The employee is laid off for more than two years;

(d) When notified by the employer to return to work after a lay-off, the employee fails to report for duty within seven (7) days of original notification by telegram or registered mail at the last known address as appearing on the Employer's records:

(e) The employee is absent from work due to illness or disability (unless the illness or injury is compensable under the Workers' Compensation Act) which absence continues more than twenty-four (24) months;

(f) The employee is absent from work as a result of an illness or injury compensable under the Workers' Compensation Act, which absence continues for more than thirty six (36) continuous months;

(g) The employee is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Corporation is given by the employee. The Corporation will not administer this clause arbitrarily, discriminatorily, or in bad faith;

(h) The employee fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Corporation is given or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted. The Corporation will not administer this clause arbitrarily, discriminatorily, or in bad faith.

5.07 A part-time employee who permanently transfers to a full-time position shall transfer with him/her, the total number of part-time hours worked at Thamesview Lodge, and such hours shall be applied to his/her Thamesview Lodge wide seniority. On the transfer date, the employee will be paid the vacation pay entitlement earned as a part-time employee and will be entitled to a vacation period without pay according to the schedule set out in Article 19.02 consistent with his/her Thamesview Lodge wide seniority. On transfer, his/her seniority date, for all purposes other than vacation entitlement will be the date arrived at by the conversion of her total number of part-time hours worked at Thamesview Lodge into Thamesview Lodge wide seniority.

5.08 A full-time employee who has completed the probationary period as defined in Article 4.02 and who permanently transfers to a part-time position will be credited with his/her total accumulated seniority on the part-time seniority list. Re-application to a full-time position will not be allowed until the employee has worked at least nine hundred and seventy-five (975) hours as a part-time employee.

5.09 Any controversy over an employee's seniority shall be subject to the grievance procedure herein provided.

ARTICLE 6 - DEFINITION

6.01 "Continuous service" shall mean unbroken employment and shall include:

- a) Vacations and Holidays
- b) Scheduled days off
- c) Approved leave of absence
- d) Absence because of illness or injury (unless the illness or injury is compensable under the Workers' Compensation Act) for a period of up to two years.
- e) Absence because of illness or injury compensable under the Workers' Compensation Act for a period of up to three (3) years.
- f) Lay-offs and suspensions.

ARTICLE 7 - NEGOTIATING COMMITTEE AND STEWARDS

7.01 The Employer acknowledges the right of the Union to appoint or otherwise select a negotiating committee composed of five (5) employees, plus the Chief Steward, one of whom shall represent part-time employees and may, at the Union's option, be a part-time employee, and a Union representative, and will recognize and deal with said Committee with respect to any matter which properly arises for its consideration. Each such employee of the negotiating committee shall be an employee of Thamesview Lodge with at least one year's seniority.

7.02 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) Stewards, one of whom shall represent part-time employees, and may at the Union's option be a part-time employee, and one (1) Chief Steward to assist employees on all shifts in presenting their grievances to the Employer or its representatives.

7.03 The Union acknowledges that the Stewards and members of the Negotiating Committee have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without permission of their immediate supervisor. Permission from the supervisor shall not be unreasonably withheld. In accordance with this understanding, the employer shall compensate stewards for time spent in handling grievances of employees at the regular rate of pay. Members of the negotiating committee will be paid for time spent in negotiating with the Employer, up to and including conciliation, at the regular rate of pay. This does not apply to time spent on such matters outside of regular working hours.

7.04 The Chief Steward shall be assigned duties on the day shift only and all Stewards shall be assigned duties on the shift for which they were elected, while holding such Union positions.

7.05 The Union will inform the Employer in writing of the names of Stewards and Chief Stewards and of any changes' in the names of Stewards and Chief Stewards.

ARTICLE 8 - LEAVE OF ABSENCE

8.01 Leave of absence may be granted by the Employer and any person who is absent with such permission shall not lose any of his/her seniority rights during such absence. An employee's request for leave of absence shall not be

unreasonably withheld. Requests for leave of absence shall be made in writing two weeks in advance of commencement and shall specify the reason. This provision for advance notice may be waived and any leave of absence already granted may be cancelled in cases of emergency.

8.02 A leave of absence for up to three (3) days shall be granted, without pay, on request, for the purpose of getting married, providing reasonable notice is given to the Employer.

8.03 During the period of absence, the employee shall not engage in any type of gainful employment or occupation. Failure to comply with this provision may result in disciplinary action being taken.

8.04 Union business shall be considered good cause for leave of absence and an employee elected or selected to attend conventions, seminars, educational classes or other Union business shall be granted leave of absence. Such absence shall be not longer than a two week period and will not be requested on more than two occasions in any one calendar year.

8.05 It is agreed that the Union shall not request leave of absence for more than two employees at one time, and that the Union shall send a written request in writing, two weeks in advance of the commencement of such leave of absence.

8.06 Maternity leave of absence shall be granted, on request, in accordance with the provisions of The Employment Standards Act (as amended) subject to the following: an employee desiring to return to work following her pregnancy, must advise of such intent prior to taking such leave and give the employer at least two (2) weeks written notice of the date on which she expects to return to work which date shall be on the commencement of a pay period and not more than eight (8) weeks after the day of the delivery. Seniority shall accumulate for a period not to exceed the end of the seventeenth (17th) week following the commencement of such leave and further accumulation will resume from the actual date of return to work.

Upon separate application (providing such application is made in conjunction with the request for maternity leave) such maternity leave, without pay or seniority, will be extended up to an additional sixty (60) days.

8.07 (a) An employee will, upon request, be granted a paid leave of absence of up to three (3) working days immediately following the death of a spouse, child, stepchild, brother, sister, mother, father, stepmother, stepfather, grandchild, grandparent (of the employee only - see Clause 8.07(b)), and parent of the employee's current spouse. In the case of part-time employees, the time off with pay shall only be those hours during such three day period that the employee in question would normally have been scheduled to work.

(b) An employee shall be entitled to time off with pay, not to exceed one (1) day, necessary to attend the funeral of the current spouse of the employee's son, daughter, brother or sister or the brother, sister or grandparents of the employee's current spouse, or to attend a funeral to serve as a pallbearer, providing the employee is scheduled to work on the day of the funeral.

(c) A common law spouse relationship only will be recognized for bereavement purposes, [Clause (a) & (b) above] providing that it has been registered by the employee concerned, with the Corporation.

8.08 (a) All leaves of absence shall be without pay and after two weeks' absence on leave, fringe benefits shall cease for the balance of the duration of the leave of absence, except that the Employer shall continue to administer the programs as provided for in Article 17 to maintain coverage for any employee on such leave of absence provided such employees agree to pay to the Employer the premiums required for coverage by the fifteenth (15th) of the month in which they fall due.

(b) An employee on a leave of absence due to illness ordinarily covered under Article 17.04, will be entitled to fringe benefits set out in Article 17.01, 17.02, 17.08, and 17.10 from the first day of illness until the 119th day of illness (17 weeks).

8.09 An employee shall be entitled, after notifying his/her supervisor or designate in advance, to use accumulated sick leave to keep an appointment with the doctor or dentist or other recognized medical specialist for himself/herself. Such time will be accumulated and deducted from the employee's sick leave credits.

ARTICLE 9 - JOB POSTING

9.01 In order to ensure that employees are given the opportunity of applying for interdepartmental transfers and promotions the Employer agrees to comply with the following procedures:

(a) When vacancies occur (full-time or part-time) or new jobs are created within the scope of this Collective Agreement, the Employer shall post all such vacancies or new jobs on bulletin boards where all employees may see them and shall leave them posted for three (3) working days exclusive of Saturdays, Sundays and holidays.

(b) Employees with seniority shall have the right to bid on such vacancies and new jobs and they shall be filled from applications received on the basis of seniority and ability to perform the work. Following the closing of each job posting, the Chief Steward shall be supplied with a list of the applicants for that posting. Each applicant and the Chief Steward shall be informed of the Employer's decision on or before the first shift that each works following the date of the decision.

(c) Employees transferred on this basis will be on a trial period of thirty (30) days of actual work and all seniority privileges shall transfer with them. In the event that employees revert to their previous jobs, they shall maintain all rights and privileges of their previous employment.

9.02 In the event of an employee being awarded a new position in accordance with Article 9.01, such an employee will be paid the starting rate of pay for the first thirty (30) days trial period. After such trial period, the employee shall receive the maximum rate of the new job or vacancy appropriate to his/her Thamesview Lodge wide seniority, and shall thereafter advance in accordance with the rates as provided for in this Collective Agreement.

9.03 Notwithstanding the trial period referred to above, if a full time employee posts to a part-time position, that employee may not return to a full-time position until the employee has worked the minimum part-time hours referred to in Article 5.08.

9.04 The Employer agrees to give the unsuccessful applicants the reasons for their failing to make the grade required for such jobs and vacancies and the form will be mailed to the employee.

9.05 The Corporation shall maintain a "request for assignment register" for each classification for employees who make a written request to the Administrator/Assistant Administrator or designate. Any such request shall be maintained on file until February 15th of the following year. In making assignments within the classification, the requests on file will be given primary consideration. A successful applicant on a job posting to a classification shall be permitted to make an assignment request prior to the employer reassigning the duties which gave rise to the posting.

9.06 An employee reassigned in accordance with Article 9.05 shall be permitted three (3), seven and one-half (7.5) hour shifts, (day or afternoon shift only) during which time he/she may elect to return to his/her prior assignment.

9.07 When the Employer determines it is necessary to fill a temporary vacancy which in the opinion of the employer has an expected duration of more than nine (9) shifts and less than six (6) weeks, such vacancy shall be filled on a two (2) week rotation starting with the most senior part-time employee in the classification. Any employee who refuses to accept a two (2) week position, shall be passed over and shall not be eligible until his/her name comes up again on the list.

9.08 When the employer determines it is necessary to fill a temporary vacancy, which in the opinion of the employer has an expected duration of more than six (6) weeks, such vacancy shall be posted and all part-time employees within that classification may apply. It shall be awarded in accordance with Article 9.02. Where no part-time employee within the classification applies, then all other part-time employees may apply. The employee awarded a temporary position shall remain in that position for its duration and shall not bid on any further temporary positions. If no part-time employees apply for the temporary position., the employer may fill the position from any source it deems appropriate.

9.09 Notwithstanding the provisions of other articles contained within this agreement, an employee who can no longer perform the regular duties of his job because of occupational injury, may be placed in any available position for which he is considered competent by the Corporation providing such placement does not displace any full-time employee.

ARTICLE 10 - MANAGEMENT FUNCTION

10.01 The Union acknowledges the exclusive function of the Employer to generally operate and manage Thamesview Lodge in accordance with its obligations, and:

(a) To maintain order, discipline and efficiency, and to make and alter reasonable rules and regulations provided the same are not inconsistent with the provisions of this Agreement and provided further that any changes in such rules and regulations shall first be discussed with the Union before being implemented, and,

(b) Subject to the provisions of this Agreement, hire, discharge, transfer, promote, demote, retire pursuant to Article 17.03, or discipline, employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that a seniority employee has been discharged or disciplined without just cause, shall always be the subject of a grievance and dealt with as hereinafter provided.

10.02 There shall be no discrimination, interference, restraint, intimidation or coercion by or on behalf of the Employer or the Union regarding any employee because of membership or non-membership in the Union.

10.03 The Corporation and the Union agree that neither of them nor their respective representatives will contravene the applicable provisions of the Ontario Human Rights Code.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 The Employer agrees that grievances shall be adjusted as quickly as possible. During any steps of the grievance procedure, any employee shall have the right to have the assistance of a Union representative. Under no circumstances shall a probationary employee be permitted to grieve or refer to arbitration his discharge or termination. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement, or relating to any terms or conditions of employment, other than the discharge or termination of probationary employees shall be dealt with in the following manner:

Step 1: An employee or employees having a grievance or complaint shall first present it, in writing, to the Department Head, within five (5) days after said employee has become aware of such grievance or complaint, and, may be accompanied by a Steward or the Chief Steward. The Department Head shall give an answer in writing, within forty-eight (48) hours from presentation of such grievance.

Step 2: settlement under Step 1, the matter shall be taken up between the grievor and the Chief Steward and the Thamesview Lodge Administrator within three (3) days of the giving of decision by the Department Head. At this meeting, the Union Business Manager or his nominee may be present if requested by either party. A decision must be rendered by the Thamesview Lodge Administrator within forty-eight (48) hours from such meetings.

Step 3: settlement under Step 2, the grievance or the complaint may be dealt with as follows:

(a) Appealed to the Clerk-Administrator of the County of Kent. Such appeal shall be presented to the Thamesview Lodge Administrator within three (3) days from the date of his decision for onward transmission to the Clerk-Administrator of the County of Kent, in which case the

Clerk-Administrator of the County of Kent shall meet with the grievors and Union representatives within seventy-two (72) hours of presentation of the grievance to the Administrator and render a decision in writing within forty-eight (48) hours after such meeting. (Such decision in writing shall be mailed to the Union office.)

(b) If the grievor is not satisfied with the decision of the Clerk-Administrator or if he does not receive the decision within the specified time, the grievor may refer the matter to arbitration under Article 12.01 within five (5) days from the date he receives the reply from the Clerk-Administrator or five (5) days from the date upon which the decision should have been rendered.

11.02 (a) Where a difference arises between the Employer and the Union concerning the interpretation, administration or violation of this Agreement or other matters that may be considered policy matters, the differences between the parties shall be reduced to writing by Union Representatives and delivered to the Thamesview Lodge Administrator at Step 2, within ten (10) calendar days of the circumstances giving rise to the grievance.

(b) Failing satisfactory settlement of such policy grievance, it is understood that same may be carried through the balance of the grievance procedure including steps of Arbitration for final and binding settlement upon the parties.

11.03 Any time limits referred to in the grievance and Arbitration procedures within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays or Statutory Holidays (as declared), and, for the aggrieved employee, his/her days off.

11.04 It is agreed that the Steward or Chief Steward may accompany any employee to any meeting with representatives of the Employer for the purpose of assisting said employee with any grievance or complaint.

ARTICLE 12 - ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or whether an allegation is made that this Agreement has been violated, the party requesting arbitration shall notify the other party of its desire to arbitrate the difference or allegation and shall at the same time name one person as its appointee to the Arbitration Board.

12.02 The recipient of the notice shall, within five (5) days of receipt of same, notify the other party of the name of its appointee to the Arbitration Board.

12.03 The two appointees shall, within five (5) days of the appointment of the latter, appoint a third person to act as Chairman. If the two appointees fail to agree upon a Chairman within the said five (5) days, or if the recipient of the notice fails to appoint an arbitrator within the time limit, the appointments shall be made by the Minister of Labour for Ontario upon the request of either party.

12.04 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

12.05 The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision of the majority of such Board shall be final and binding upon the parties and any employee affected by it. If there is no majority, the decision of the Chairman shall govern.

12.06 The Arbitration Board shall make such decision as it may in the circumstances, deem just and equitable and may vary or set aside any penalty or discipline imposed by the Employer relating to the grievance(s) then before it.

12.07 The Arbitration Board shall not be authorized to alter, modify or amend any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to make any decision inconsistent with the terms and provisions of this Agreement.

12.08 Nothing herein shall be interpreted or construed to prevent the Arbitration Board from ordering reinstatement in employment, with or without full or partial pay lost by an employee who has been dismissed or suspended.

12.09 Each party shall bear the expense of its appointee and the expense of the Chairman shall be shared equally by both parties.

ARTICLE 13 - DISCHARGE OR SUSPENSION

13.01 The Employer shall not discharge or suspend any employee without just cause. The Employer shall direct a letter to the employee concerned, and a copy thereof to the Chief Steward stating its reason for any discharge or suspension. No discharge or suspension shall be implemented by the Employer until such letter is given to the employee concerned or mailed to him/her at the address on the Employer's books for such employee. Any claim of wrongful discharge or suspension may be submitted to the grievance and arbitration procedures within ten (10) days from the date of discharge or suspension and dealt with as herein provided. Step 1 of the grievance procedure will be omitted in such cases.

ARTICLE 14 - WAGES

14.01 Attached hereto and marked Schedule "A" is a schedule listing classifications and wage rates of employees in the Bargaining Unit.

14.02 The regular pay day for all employees covered by this agreement shall be on a Thursday in every second week. The pay will cover the two week period ending on the Saturday, twelve (12) days prior to pay-day. If any pay day falls on a bank holiday, payment shall be made on the last banking day prior thereto.

ARTICLE 15 - STRIKES AND LOCK-OUTS

15.01 It is mutually agreed that no strikes will be permitted by the Union and no lock-out will occur by the Employer during the lifetime of this Agreement. The terms "strike" and "lockout" as they appear in this Collective Agreement are as defined in The Labour Relations Act, R.S.O. 1980, Chapter 228 and amendments thereto.

ARTICLE 16 - HOURS OF WORK, OVERTIME AND OTHER WORKING CONDITIONS

16.01 The normal and recognized hours of work shall be thirty-seven and one-half (37.5) hours per week and the normal and recognized work day shall consist of seven and one half (7.5) hours excluding the unpaid meal. Where possible, schedules shall be allocated so that full time employees changing from the 11p.m to the 7 a.m shift shall have a weekend off before starting a new shift. Notwithstanding the foregoing, over thirty-seven and one half (37.5) hours may be worked in one week to be equalized in the following week for the convenience of all concerned without overtime rates and provision applying, providing that no full time employee shall be required to work more than seventy-five (75) hours in two (2) consecutive weeks without overtime rates and provisions applying.

It is understood that the confinement of the employee in the Lodge shall be limited to seven and one-half (7.5) hours. It is further understood by the Union that:

- a) resident care will in no way be adversely affected by the change in hours of confinement to the Lodge.
- b) no increase in staff will result from this change, and
- c) the duties of the staff will undergo some modification to accommodate this change and fully accept such modification.

16.02 Each full time employee shall be entitled to two (2) days off for each working week of thirty-seven and one-half (37.5) hours. The Employer hereby undertakes to use its best efforts to ensure that such days off may be taken consecutively, and to ensure equal distribution of consecutive days on a rotation basis. The Employer further undertakes and agrees to use its best efforts to permit full time employees in each separate department to have an equal number of weekends off.

16.03 If employees are required to provide care and treatment to patients of the Lodge during their lunch or coffee breaks, the Employer agrees that any time so lost shall be provided to employees after such treatment is completed: for the purpose of allowing employees concerned to finish their lunch and/or coffee breaks. It is understood and agreed by the Employer that such requirements of providing care and treatment during such breaks shall be necessary only during emergencies beyond the control of the Employer.

16.04 (a) The Employer shall pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes worked, for all time in excess of seven and one-half (7.5) hours in any one day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time, if authorized by the Administrator of Thamesview Lodge or the person in charge thereof at the time. Time and one-half an employee's regular rate of pay shall be paid for all hours worked over thirty-seven and one-half (37.5) hours in any work week except as provided in subsection 16.01. If an employee is not required to work on any holiday, such day shall count as seven and one-half (7.5) hours of work for the purpose of computing overtime. Employees shall not be required to take time off in lieu of overtime worked, unless mutually so agreed. Work performed on an employee's time off shall be paid at the rate of time and one-half.

(b) Where an employee requests specific time off in place of pay for overtime work, and such request is made prior to the preparation of the schedule covering the period in which the requested time off follows, and the Employer agrees to grant that request of time off, then that time shall be scheduled off.

(c) (i) There may be deducted from the pay of any employee who is more than three (3) minutes late starting to work, fifteen (15) minutes calculated at his regular rate of pay for periods of lateness which are no longer than fifteen (15) minutes. This deduction will only apply to those employees who have been late at least once in the immediately preceding three (3) month period.

(ii) If an employee is late starting to work more than fifteen (15) minutes, there may be deducted the actual amount of late time calculated at his regular rate of pay.

16.05 Any employee reporting to work within one (1) hour of being called into work shall receive payment for a minimum of four (4) hours at regular rates or payment for time actually worked if such is greater than the minimum payment required by this clause.

16.06 Employees who report for work for which they are scheduled but for whom no work is available at the regular job, shall be paid four (4) hours time at the regular rate of pay.

16.07 A full time maintenance employee who is not on the premises and who is called into work outside his regular shift, other than overtime immediately preceding or immediately following his regular shift, shall receive a minimum of two (2) hours pay at time and one-half. for each such call-in.

16.08 All employees shall be entitled to two (2) fifteen (15) minute rest periods on each seven-and one-half (7.5) hour shift on the Employer's time. There shall be one (1) such rest period in the first half of the shift, and the second rest period in the second half of the shift.

16.09 Any employee who is required to work at a higher rated job shall be paid at the higher rate of pay for any and all hours worked at such job.

16.10 The employer shall not contract out any work usually performed by members of this Bargaining Unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees follows. Contracting out to an employer who is organized and who will employ the employees of the Bargaining Unit who would otherwise be laid off, is not a breach of this provision.

16.11 Time off schedules for all full-time and regularly scheduled part-time employees within the Bargaining Unit shall be prepared and posted at least two (2) weeks in advance. If such schedule is changed, full time and regularly scheduled part-time employees who are affected thereby shall be notified by the Supervisor at least twenty-four (24) hours before such change is implemented except in the case of an emergency.

16.12 The Employer agrees prior to the making of a final decision, to consult the Union as to whether an absent employee should or should not be replaced.

16.13 All employees will notify the Administrator in writing within one (1) week of any change of address, telephone number, marital status, or number of dependents. The consequences of not notifying the Administrator will be fully borne by the employee but in no event shall any disciplinary penalty be imposed by reason of the same.

ARTICLE 17 - SOCIAL SECURITY BENEFITS

17.01 Ontario Health Insurance Plan (O.H.I.P.)

The Employer agrees to pay one hundred percent (100%) of the full billed premiums for all full-time employees who are eligible to be covered under the Ontario Health Insurance Plan (O.H.I.P.)

17.02 The Employer agrees to pay one hundred percent (100%) of the full billed premiums for extended health care insurance (no deductible) for all full-time employees who are eligible to be covered for prescription drugs and other eligible expenses, including semi-private hospitalization and including vision care which provides a maximum of \$100.00 per person per two year period.

17.03 Pension Plan

(a) The Employer shall provide coverage under the Canada Pension Plan for all eligible employees and coverage under the Ontario Municipal Employees Retirement System on an integrated basis for all full-time or other employees who may be eligible from time to time. The employees' contributions with respect to the foregoing shall be the amounts required from time to time under the appropriate statute, the balance to be paid by the Employer. An employee shall retire on his or her 65th birthday subject to the employee requesting a postponement of such retirement date to the end of the year in which his/her 65th birthday falls, on at least one month's notice to the employer. Such employee will be permitted to continue to work in accordance with the foregoing provided the employer is satisfied as to the employee's capabilities in continuing to perform his/her regular duties. The Corporation will not administer this clause arbitrarily, discriminatorily, or in bad faith.

(b) Employees who take early retirement because they have met the OMERS 90 Factor, shall be entitled to Group Life Insurance in the amount of \$25,000 and Group Accidental Death and Dismemberment Insurance in the amount of \$25,000 from date of retirement until the age 65. At age 65, the individual will be provided with a paid up life insurance policy in the amount of \$2,500 - 100% County paid.

(c) Employees who retire in accordance with Article 17.03(a), will be provided with a paid up life insurance policy in the amount of \$2,500 - 100% County paid.

17.04 Sick Leave Plan

(a) Sick leave benefits shall be earned by full-time employees on the basis of one and one-half (1 1/2) days for every month of employment. Employees shall be entitled to an accrual of all the unused portion of sick leave benefits for their future use. Absence due to illness in any year shall be charged firstly to the entitlement allowance for the current year in which

illness occurs and secondly, if such allowance is depleted, to the accumulated sick leave reserve credited to the employee concerned.

(b) The Corporation will provide a long term disability insurance plan for full time employees who have satisfactorily completed their probationary period with the waiting period being seventeen (17) weeks or one hundred and nineteen (119) days and the benefit level being seventy percent (70%) of earnings to a maximum of \$4,400 per month, with a cost of living allowance of three percent (3%) per year, payable up to sixty-five (65) years of age. The terms of the plan, as negotiated with the carrier, shall govern. The Corporation's sole obligation shall be to pay one hundred percent (100%) of the premium cost of the long term disability insurance plan. With the introduction of this plan, existing sick leave credits will be dealt with on the basis outlined below:

(i) Effective on the date that the long term disability plan comes into effect all sick leave benefits will be frozen and a list prepared of the number of days to each employee's credit at that time.

(ii) After that date, employees will still be entitled to one and one-half (1 1/2) days per month sick leave benefit accumulation to be used strictly for illness or accident for the period one (1) day of illness to one hundred and nineteen (119) days from the date of illness; it being understood that the sick leave credits accumulated after the date of introduction of this plan will have no ceiling and that they will have no cash value on termination or retirement.

(iii) That in the event an employee uses the non-cashable days for short term illness to cover the waiting period for long term disability insurance and in the event these days are exhausted, the employee may be entitled to the option of using a portion of the sick leave benefits frozen" referred to in clause (i) with it being clearly understood that once a portion of these frozen days are used, the cash value of those days used is lost.

(iv) That when the employee retires or terminates employment with the County of Kent, one-half (1/2) of the balance of the sick leave credit benefits frozen under subsection (i) less any used under subsection (iii) shall be paid out on termination or retirement at his/her termination rate of pay.

(v) In the event of death prior to severance or retirement, one-half (1/2) of the balance of the sick leave credit benefits frozen under subsection (i) less any used under subsection (iii) shall be paid to the employee's estate.

(vi) Full-time employees on long term disability leave in accordance with this section shall have their employee benefits administered on the following basis:

(aa) Full O.H.I.P. premiums will be paid by the County for a period of 24 months from the date the employee first became absent from work due to illness or disability.

(bb) Either full premiums for life protection, health protection and long term disability will be waived or the County will meet the cost of

the County's normal share of these premiums for a period up to 24 months from the original date of illness or disability.

(cc) No OMERS contribution will be made by either the County or the employee while the employee is on long term disability since provision is made under the OMERS Plan for a disability pension or a waiver of deductions during the period of disability.

17.05 Workers' Compensation

(a) Any employee who is injured while at work and as a result of such injury is certified by a medical doctor as unfit to complete the working day, shall receive pay at the regular rate for time lost on the day that such injury is sustained and no deduction will be made from sick leave credits with respect to that particular working day.

(b) Where a full-time employee is absent from work as a result of an illness or injury compensable under the Workers' Compensation Act, he shall, (providing sufficient sick leave credits are accumulated) during the first seventeen (17) weeks, have his Workers' Compensation payment augmented by an amount sufficient to ensure that the payment received from the Corporation and the Workers' Compensation Board is equivalent to the regular daily net earnings of the employee immediately prior to the illness or injury. The amount provided by the Corporation shall be charged to the employee's accumulated sick leave.

(c) The full-time employee will receive the Workers' Compensation cheque directly. The Corporation will pay the amount required to continue regular net earnings.

(d) The full-time employee will be required to complete an OMERS "Disability Elimination Period Election Form". If he elects not to contribute to OMERS during the period he is on Workers' Compensation, the absence becomes a period of broken service which cannot be purchased as broken service. If the employee elects to contribute to OMERS during the disability elimination period and accrue credited service, he shall pay the OMERS amount calculated on his regular bi-weekly pay to the Corporation on a bi-weekly basis and the Corporation will match the employee contribution.

(e) In the event the sick leave credits are insufficient to carry the full-time employee to the 119th day of disability (17 weeks), the employee shall receive the actual amount paid by Workers' Compensation. If the employee has elected to contribute to OMERS for the 17 week period, the Corporation will continue to match the OMERS contribution.

(f) On the 120th day of disability, the full-time employee shall automatically be limited to the amount payable by Workers' Compensation irrespective of the sick leave credits standing to his credit and at the same time, he may apply for an OMERS disability benefit.

(g) All other employees absent from work as a result of illness or injury compensable under The Workers' Compensation Act, shall receive compensation in accordance with the Act and regulations.

(h) Employees on Workers' Compensation in accordance with this section, shall have their existing employee benefits administered on the following basis:

i) full OHIP premiums will be paid by the County for a period of thirty six (36) months from the date the employee first became absent from work due to illness or disability.

ii) either full premiums for the benefits provided under Article 17.02, 17.04, 17.08 and 17.10 will be waived or the County will meet the cost of the County's normal share of these premiums for a period of up to thirty-six (36) months from the original date of illness or disability.

17.06 If an employee is on leave of absence, there shall be deducted from the current monthly sick leave entitlement, one-half (1/2) day sick leave, for each seven (7) days absence from work during any calendar month, or the entire sick leave entitlement in the event of absence during an entire calendar month. There shall be no further entitlement to sick leave credits as to any employee while absent from work because of illness after the first four (4) months of such absence.

17.07 The Employer may require the production of a medical certificate on any absence due to any illness of less than three (3) days. Where such request is made, the Employer shall provide and pay the practitioner with respect to any such certificate. In the case of an absence of three (3) days or more, a medical certificate shall be mandatory and shall be paid for by the employee to any practitioner of his choice.

All employees absent due to illness or injury compensable under Workers' Compensation or not shall ensure that they notify the Administration office of the Lodge weekly in regards to their expected return to work. This shall not apply in cases where the employee presents a doctor's certificate specifying a return date.

17.08 Dental Plan

The Employer will contribute 100% of the billed premium for all full-time employees who are eligible to be covered by the dental plan which covers basic dental expense (includes coverage for repairs, rebasing and relining of existing dentures at a 100% reimbursement level plus coverage for dentures, partial dentures, and denture adjustments at 50% reimbursement level) based on Ontario Dental Association rates for the year which is two (2) years prior to the current year.

17.09 All employees on sick leave or on Workers' Compensation must notify the Administrator or his appointee of his/her absence prior to his/her regular starting time on the first day of absence or as soon as possible, at which time he/she shall supply the following information:

- (a) reason for absence,
- (b) estimated duration of absence,
- (c) method of contacting the employee during her absence.

If an employee is able to return to work at an earlier date than anticipated, he/she shall give the Administrator or his appointee notification by 5:00 p.m of the preceding day of such intention to return to work. It shall be the duty of the employee in question to keep the Administrator periodically informed as to his/her condition, at such intervals, as in the circumstances, is reasonable.

17.10 Group Life Insurance

The Corporation agrees to contribute one hundred percent (100%) of the billed premium for group life insurance coverage, including accidental death and dismemberment, equivalent to one and one-half (1.5) times the annual salary of the highest paid full-time employee rounded up to the next \$1,000 for each full-time employee in the employ of the Corporation, subject to the terms of the plan negotiated with the carrier.

17.11 In consideration for the insurance provided under Article 17.10, the Corporation will retain the employee's share of any reduction in unemployment insurance premiums.

17.12 The employer may, at any time, substitute another carrier for any plan provided that the total benefits conferred thereby are not decreased and the Union shall be advised thirty (30) days in advance of such changes.

ARTICLE 18 - UNIFORM AND SHOE ALLOWANCE

18.01 Employees will be required to wear uniforms and shoes that meet the standards of the dress code for Thamesview Lodge. These standards will be established within the County of Kent safety policy after consultation with a committee comprised of employees who are representative of all departments of Thamesview Lodge. In recognition of this requirement, a uniform allowance of seven cents (\$.07) per hour of each normal hour of work shall be paid to full-time and part-time employees and students.

ARTICLE 19 - VACATIONS

19.01 Vacation credits shall be accumulated by full time employees in the Bargaining Unit monthly from date of full time employment.

19.02 All full time employees in the Bargaining Unit will be entitled to vacation with pay each year on the following basis:

(a) A basic holiday of two (2) weeks [ten (10) days] with pay, accumulated at the rate of .83 days per month.

(b) After completion of three (3) years of service, three (3) weeks [fifteen (15) days] with pay accumulated at the rate of 1.25 days per month.

(c) After completion of nine (9) years of service, four (4) weeks [twenty (20) days] with pay accumulated at the rate of 1.66 days per month.

(d) After the completion of fifteen (15) years of service, five (5) weeks (twenty-five (25) days) with pay accumulated at the rate of 2.08 days per month.

(e) After completion of thirty (30) years of service, six (6) weeks, [thirty (30) days] with pay accumulated at the rate of 2.50 days per month.

19.03 Employees shall be granted vacations requested, up to a maximum represented by the number of days estimated to be standing to their credit at the time the vacation is to be taken, in accordance with seniority on a departmental basis. All employees must indicate their vacation dates by April 15th of each year if the vacations requested are to be taken during the months of June, July or August. The employer shall confirm or deny the periods of vacation requested in accordance with this article by May 15th and vacation periods confirmed on that date shall not be altered to accommodate subsequent vacation requests of other employees.

19.04 Full-time employees may accumulate vacation credits to the maximum limit set out below:

<u>Yearly Vacation Entitlement</u>	<u>Maximum Allowable Vacation Credit Accumulation</u>
2 weeks (10 working days)	18 working days
3 weeks (15 working days)	27 working days
4 weeks (20 working days)	36 working days
5 weeks (25 working days)	45 working days
6 weeks (30 working days)	45 working days

19.05 Vacations shall be taken at a time designated by the head of the department in which the employee works.

19.06 Vacation pay, if requested, shall be paid to all employees in advance of their holiday period, and all normal deductions made from an employee's pay shall also be deducted from such vacation pay.

19.07 Part-time employees shall receive vacation pay based on the same percentage of wages as a full-time employee with equivalent seniority. For purposes of equating part-time seniority to full-time seniority, 2,080 regular part-time hours are equivalent to one year of full-time seniority. On and after ratification of this agreement, 1,950 regular part-time hours are equivalent to one year of full-time seniority.

19.08 For the purposes of clarity, "service" as it appears in this article, shall mean unbroken employment and shall include: approved leave of absence, absence because of illness or injury, scheduled days off, vacations and statutory holidays, lay-off. Seniority shall accumulate for a period not to exceed the end of the second month following the commencement of such leave and further accumulation will resume from the actual date of return to work. Employees who have taken an approved leave of absence for more than one (1) month, will not accumulate vacation entitlement, under Article 19.02 in any month commencing more than fifteen (15) calendar days after the leave commenced.

19.09 In the event an employee requests vacation time in excess of the number of days estimated to be standing to his credit at the time the vacation is to be taken, and his department head approves of the vacation request, he may take the vacation days providing the request does not exceed the number of days estimated to be standing to his credit by more than ten (10) days and

providing the employee and a representative of the Union, execute the form entitled "Agreement and Authorization" attached as outlined in Schedule "B".

19.10 If an employee becomes hospitalized during a vacation, he/she may be granted alternative vacation days equivalent to the number of vacation days hospitalized (excluding non-scheduled work days) providing:

- a) the employee was hospitalized in a recognized institution and verification of this is received
- b) the alternative days are taken at a time mutually convenient to the employee and his/her supervisor.

ARTICLE 20 - PAID HOLIDAYS

20.01 Each full time employee shall be paid seven and one-half (7.5) hours pay at his regular rate for each of the following days, namely:

New Year's Day	Victoria Day	Armistice Day
The Second Monday in February	Canada Day	(Nov. 11)
Good Friday	Civic Holiday	Christmas Day
Easter Monday	Labour Day	Boxing Day
	Thanksgiving Day	

For purposes of this Article, the holidays set out above shall commence with the shift starting at 11:00 p.m. on the eve of the holiday and end with the shift ending at 11:00 p.m. on the holiday.

20.02 If a full-time employee is scheduled to work on a paid holiday and actually works then he may elect either:

(a) Pay at one and one-half times his regular daily rate for work performed on such holiday, and an alternate day off with pay, such day to be given by the Employer within eight (8) weeks after the holiday. If an employee works more than his seven and one-half (7.5) hour shift on a paid holiday, he shall be paid at the rate of two and one-half (2.5) times his normal rate of pay for each hour worked beyond the first seven and one-half (7.5) hours.

(b) Pay at one and one-half times his regular daily rate for work performed on such holiday, in addition to the employee's regular pay. If an employee works more than his seven and one-half (7.5) hour shift on a paid holiday, he shall be paid at the rate of two and one-half (2 1/2) times his normal rate of pay for each hour worked beyond the first seven and one-half (7.5) hours.

(c) In order to qualify for holiday pay, the employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the employee shall receive holiday pay, providing he has worked a full scheduled shift in the week immediately preceding and immediately following the holiday.

20.03 In case of illness, full time employees with one (1) or more years' seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness, or the period of the employee's accumulated sick leave, whichever shall be the shorter.

20.04 In the event a holiday as specified in this article falls within a full time employee's vacation period, it shall be mandatory to extend the vacation period by one (1) fully paid working day.

20.05 All full time employees shall be scheduled to take either Christmas or New Year's Day off on a choice basis in accordance with their classification seniority provided that the Department Heads are satisfied that enough experienced personnel are retained to provide proper and adequate service in these classifications. Paragraph 16.11 shall not apply to these two days.

20.06 Part-time employees scheduled to work on the holidays set out in Article 20.01 shall be entitled, in addition to their regular pay, time and one-half for all hours actually worked on such day.

ARTICLE 21 - PART TIME EMPLOYEES

21.01 A part-time employee shall receive in addition to his regular pay, an additional payment in the amount of twelve per cent (12%) of his base earnings and excluding premium of any kind. Unless specific provisions are made for part-time employees, such payment is in lieu of any and all fringe benefits provided to full-time employees (being those benefits to an employee paid in whole or in part by the County as part of direct compensation or otherwise, including holiday pay, save and except salary and vacation) under this agreement. A full-time employee who has elected to transfer or who is transferred to part-time in accordance with Article 5.08 will be required to continue to contribute to OMERS and the Corporation will be required to match the contributions. In this event, the additional payment referred to above will be reduced by five and one-half percent (5 1/2%).

Students employed during their normal vacation periods only, are not eligible to receive any fringe benefits or any pay in lieu thereof. Students employed through the year will receive twelve percent (12%) of their base rate earnings and excluding premium payment of any kind as provided herein.

21.02 Wherever the term "part-time employee" appears in this agreement, such term will mean employees regularly scheduled to work for not more than twenty-two and one-half (22.5) hours per week. Part-time employees may regularly work more than twenty-two and one-half (22.5) hours per week on an on-call basis or on a temporarily scheduled basis.

21.03 Subject to the maximum outlined in Article 5.06(f), a part-time employee off with a Workers' Compensation approved injury shall continue to accumulate seniority based on the average hours worked [not to exceed a maximum of twenty-two and one-half (22.5) hours per week] in the four (4) weeks immediately preceding the injury.

ARTICLE 22 - UNION NOTICES

22.01 The Employer agrees to provide at least two bulletin boards in mutually satisfactory locations for posting notices of Union activities. Such notices shall be submitted by the Chief Steward to the Thamesview Lodge Administrator for approval.

There shall be no distribution or posting by employees of pamphlets, advertising or political matter on the Employer's property or on the

Employer's time, except as herein provided.

22.02 It is mutually agreed between the Employer and the Union that the expense for printing the collective agreement shall be shared.

22.03 The Employer shall have a right to install a time clock and require same to be used. If such clock is installed, each employee shall be available for work at the proper station at scheduled starting and finishing times.

ARTICLE 23 - CO-ORDINATING COMMITTEE

23.01 The parties hereto, recognizing that the closest measure of co-operation should exist between them, do hereby agree to institute a Committee composed of the Union stewards or Negotiating Committee and representatives of the Employer. Conferences of the Committee shall be held at any time at the request of either party. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party at least five (5) working days prior to the day for which the conference is requested. Such working days shall be exclusive of Saturdays, Sundays, and Holidays.

23.02 This Committee shall consider matters of common interest relating to the administration of Thamesview Lodge, the welfare of its residents and its employees, and to other matters that may be in the interests of good labour-management relations. The Employer agrees to submit a copy of the minutes with respect to matters dealt with at the conference to the Union as soon as possible after the conference.

ARTICLE 24 - JURY DUTY

24.01 If an employee is required to serve as a juror or subpoenaed as a witness in any court in Ontario, the Employer agrees to pay to the employee the difference between the money received for acting as a juror or a subpoenaed witness in any court in Ontario, to be evidenced by production of Court payment, and the pay, at the employee's basic rate (plus shift premium if applicable) which the employee would have received if he had not been required to serve as a juror or a subpoenaed witness in any court in Ontario and had worked his normal shift; provided that this clause shall not be construed as to permit any employee to recover the equivalent of overtime pay.

ARTICLE 25 - GENERAL

25.01 Housekeeping staff will not be required to wash outside windows. Housekeeping employees, sixty (60) years of age and over, will not be required to do inside cleaning which requires the use of a ladder, unless she is willing to do so.

25.02 Where an employee has his/her personal physician complete the mandatory annual medical certificate required under the Homes for the Aged Act, the Corporation will reimburse the employee for the cost of completing the certificate to a maximum of \$3.00 and will provide the employee with time off work (not to exceed two hours) without loss of pay, for this purpose.

25.03 Where reference is made to the position of Administrator throughout this agreement, it shall be understood to include his or her designate.



ARTICLE 26 - RETROACTIVITY, RENEWAL, AMENDMENT AND DURATION OF AGREEMENT

26.01 Retroactivity will be paid for all hours paid by the employer to all employees on the payroll as of February 1, 1989 and all new employees hired since that date on the basis of the rates set out in Schedule "A". Retroactivity will be paid within two (2) pay periods following ratification of the agreement. If an employee has terminated his/her employment since February 1, 1989, the employer shall advise the employee by notice in writing to the last known address on the records of the employer and the employee shall have sixty (60) days from the posting within which to claim any payment due to him/her and failing claim for payment, the employer shall not be further obligated for payment to such employee. Retroactivity shall be paid on a separate cheque.

26.02 This agreement shall be effective February 1, 1989 and shall continue in full force and effect up to and including January 31, 1991. If either party should desire to modify or amend this Agreement, it should give the other party notice in writing not earlier than 90 days before the expiry date of January 31, 1991 of its election to do so. Such notice shall, as far as possible, list the subject matter of the proposed amendments or revisions, but the parties shall have the right to alter said list before and during negotiations.

IN WITNESS WHEREOF the parties hereto, have caused these presents to be signed by their duly authorized officers, this 23rd day of July, 1990.

DATED AT CHATHAM, ONTARIO THIS 23rd DAY OF July, 1990.

CORPORATION OF THE COUNTY OF KENT

Gom Sinton
WARDEN

[Signature]
CLERK-ADMINISTRATOR

SERVICE EMPLOYEES' UNION, LOCAL 210

Stair Hynge
Pamela J. Doherty
Robert Davidson
Nia Brown

SCHEDULE "A"

WAGES

Hourly Rate
Effective

<u>Classification</u>	<u>February 1, 1989</u>		<u>February 1, 1990</u>		<u>July 1, 1990</u>	
	<u>Prob.</u>	<u>Regular</u>	<u>Prob.</u>	<u>Regular</u>	<u>Prob.</u>	<u>Regular</u>
I Registered Nursing Assistant, Adjuvant	12.25	12.49	12.90	13.16	13.05	13.31
II Cook, Laundry Head, Domestic Head	11.67	11.90	12.31	12.56	12.31	12.56
III Attendant with H.C.A. Certificate, Assistant Adjuvant with H.C.A. Certificate	11.11	11.33	11.74	11.97	11.89	12.12
IV Attendant, Assistant Adjuvant	11.11	11.33	11.74	11.97	11.74	11.97
V Laundry Ride, Housekeeper, Dietary Aide	10.72	10.93	11.33	11.56	11.33	11.56
VI Maintenance Person	11.88	12.12	12.53	12.78	12.53	12.78

Student Rate

Students hired during Students' normal vacation periods shall be paid as follows:

- a) In the first year 70% of the classification hourly rate.
- b) In the second year 75% of the classification hourly rate.
- c) In the third year and thereafter 85% of the classification hourly rate.

Shift Premium

All employees performing shift work shall receive a shift premium for all hours worked between 3:00 p.m and 7:00 a.m. Shift premiums will not be paid for any hour in which an employee receives overtime premiums and will not form part of the employee's straight time hourly rate.

Shift premium will be:

Effective February 1, 1989 ----- twenty-eight cents (28¢) per hour
 Effective February 1, 1990 ----- thirty cents (30¢) per hour

Starting Rate - A new employee would start at the probationary rate shown for that classification until he/she has completed sixty (60) working days or in the case of part-time employees, four hundred and fifty (450) hours of employment.

SCHEDULE "B"
ACKNOWLEDGEMENT AND AUTHORIZATION
RE: VACATIONS

TO: THE ADMINISTRATOR, THAMESVIEW LODGE

I, _____, hereby acknowledge that I am receiving _____ days of vacation prior to my entitlement under the collective agreement. These _____ days of vacation are to be taken in the month of _____ and are to be charged against my vacation credits as I become entitled to such credits in accordance with Article 19.02.

In the event that I do not become entitled to sufficient vacation credits to cover vacation days taken, I hereby authorize, in accordance with The Employment Standards Act and Regulations thereto, specifically R.R.O. 1980, Reg. 285, Section 15 and amendments thereto, the Employer to set off against monies owed to me, for wages or otherwise, all vacation credits taken in excess of my entitlement.

Dated: _____ 19__

Employee's Signature: _____

Position: _____

FOR THE UNION

FOR THE EMPLOYER

Per _____

Per _____

LETTER OF UNDERSTANDING

BETWEEN:

COUNTY OF KENT, THAMESVIEW LODGE

- AND -

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 210

Wherever possible, it is the County's intention to schedule part-time employees for work according to the following procedure.

1. For purposes of scheduling and calling in part-time employees, the part-time seniority list will be considered to be a continuous repeating list in that the most senior employee's name will repeat immediately after the most junior employee's name.

2. Where scheduled work is available, the employee at the top of the part-time list shall be given first choice of scheduled shifts to a maximum of twenty-two and one-half (22 1/2) hours per week, at which point the second person shall have his choice of shift to a maximum of twenty-two and one-half (22 1/2) hours per week and so on, until all scheduled shifts are filled.

3. Where part-time employees are scheduled, they will be scheduled with time off between scheduled shifts consistent with time off provided to full-time employees performing the same work. This paragraph does not apply to "call-in" work.

4. In selecting employees for call-in part-time work, the County will offer the first call-in shift available each day to the employee whose name appears at the top of the list and the second shift available on the same day to the person whose name is second on, the list and continue down the list until all shifts are filled.

5. An employee who:

- (a) accepts a shift;**
- (b) refuses a shift;**
- (c) cannot be contacted for call in;**

will be credited with seven and one-half (7.5) hours work for purposes of offering work to part-time employees.

Continued . . .

6. When an employee has been credited with twenty-two and one-half (22 1/2) hours in a week, the employee's name will be struck from the top of the list.

It is the intention of the parties that this letter of understanding does not form part of the Collective Agreement.

DATED at Chatham, Ontario this 23rd day of July, 19 90.

CORPORATION OF THE COUNTY OF KENT

Tom Smith
WARDEN

[Signature]
CLERK - ADMINISTRATOR

SERVICE EMPLOYEES' UNION, LOCAL 210

Paul Haining
Pamela J. Dobbins
Robert Davidson
Neil Brown

LETTER OF UNDERSTANDING

BETWEEN:

THE COUNTY OF KENT, THAMESVIEW LODGE

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 210

The employer encourages employees to take the Health Care Aide course and agrees to pay 100% of the cost for tuition and course related material providing the employee completes and passes the course.

Employees shall have three years to complete and pass the course.

The Employer agrees that no person employed as an Attendant shall be laid off, demoted or adversely affected because he/she does not hold a Health Care Aide certificate until three years from the date the Union is notified that this shall be a requirement.

It is the intention of the parties that this letter of understanding does not form part of the collective agreement.

DATED at Chatham, Ontario this 23rd day of July, 19 90.

CORPORATION OF THE COUNTY OF KENT

Tom Sutor
WARDEN

[Signature]
CLERK - ADMINISTRATOR

SERVICE EMPLOYEES' UNION, LOCAL 210

Paul Hainze

Pamela J. Dobbins

Robert Davidson

Paul A. Brown

