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COLLECTIVE AGREEMENT

- BETWEEN -

**THE CORPORATION OF THE COUNTY OF KENT**

- and -

**SERVICE EMPLOYEES' UNION, LOCAL 210**

FULL AND PART TIME UNIT

EXPIRY DATE:

**JANUARY 31, 1997**

10/1/96

### 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**  
**519-944-2217**  
FAX **519-944-7313**

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Ken Brown,  
President.

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THIS AGREEMENT made this **27th** day of September **1995**.

BETWEEN:

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** This 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, from the first pay each calendar month, the monthly dues and in the case of Union members, the initiation fees and welfare 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 (**25th**) day of each month.

**3.05** Providing the Union certifies, prior to the beginning of the calendar year, that one hundred percent (**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 **T-4** 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 thirty (**30**) 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. For the purposes of establishing a seniority date, the parties agree that to equate part-time seniority to full-time seniority, prior to July 1 st, **1990, 2080** regular part-time hours are equivalent to one year of full-time seniority and, after July 1st, **1990, 1,950** regular part-time hours are equivalent to one year of full-time seniority.

**5.03** (a) 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 the said seniority list shall be mailed to the Union **office** on such dates or soon thereafter. The Chief Steward shall be entitled

to a copy of such list. The lists shall include the seniority standing, job classification, actual rate of wages and the amount of sick days credited, accumulated *WPH*

Any complaint relating to the information referred to in this provision shall be deemed to have come to the attention of each employee no later than thirty (30) days from the time that the list is posted.

(b) Any controversy over an Employee's seniority shall be subject to the grievance procedure herein provided.

**5.04** (a) 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.

(b) Part time Employees **who** hold temporary positions at the time of a lay off, shall revert back to the position held prior to commencing work in the temporary position.

(c) In the event of a proposed layoff of a permanent or long-term nature, the County of Kent will provide the Union with at least ninety (90) days notice. This notice is not in addition to required notice for individual employees; The County agrees to meet with the Union upon request pursuant to Article 23.01 to review the following:

(i) reason for the lay-off, and

(ii) method of implementing the layoff including areas and names of employees affected.

(d) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees **with** notice in accordance with the **Employment Standards Act**. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if **his/her** service is eight (8) years or more but less than nine (9) years - 8 weeks notice
- if **his/her** service is nine (9) years or more but less than ten (10) years - 9 weeks notice
- if **his/her** service is ten (10) years or more but less than eleven (11) years - 10 weeks notice
- if **his/her** service is eleven (11) years or more but less than twelve (12) years - 11 weeks notice

- if his/her service is twelve (12) years or more - 12 weeks notice

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

5.06 Subject to the provisions of this Collective Agreement, the 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) 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. The Corporation will not administer this clause arbitrarily, discriminatorily or in bad faith.
- i) The Employee utilizes a leave of absence for purposes other than those for which the leave of absence was 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 his/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.

ARTICLE 8 - DEFINITION

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

- a) Vacations and Holidays
  - b) Scheduled days off
  - c) Approved leave 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 (2) years.
  - e) Absence because of illness or injury compensable under the Workers' Compensation Act for a period of up to three (3) years.
- 9 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.

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**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.

**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.

**7.06** The Chief Steward shall receive 3 hours per week of paid time at a time designated by the Departmental supervisor to conduct Union business and such paid time shall not be over and above the normal work week of the Chief Steward.

#### **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

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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 three (3) week period and will not be requested on more than three (3) occasions.

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

**8.06** PREGNANCY AND PARENTAL LEAVE

a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

b) Pregnancy Leave

(i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

(ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(iii) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 8.06 (j): Parental Leave.

(iv) Notwithstanding Article (b) (ii) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental unemployment insurance benefit.

Effective September 19, 1994, an employee on maternity leave who is in

receipt of unemployment insurance maternity leave benefits shall be paid a supplemental unemployment insurance benefit.

That benefit will be the equivalent to the difference between seventy-five percent (**75%**) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits. In any week, the total amount of the SUB payments and the weekly rate of **U. I.** benefits will not exceed the **75%** of the employee's normal weekly earnings.

Vested Interest - Employees do not have a right to SUB payments except for supplementation of **U. I.** benefits during the unemployment period as specified in the plan.

Other Income - Payments in receipt of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two week unemployment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (**17**) weeks.

The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day **worked** prior to the commencement of the leave times her normal weekly hours.

The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Unemployment Insurance Act.

c) An employee **who** does not apply for leave of absence under Article **(b), (1)** and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article **8.06 (b)** (ii) upon providing the Employer, before the **expiry of two (2)** weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue her share of the premiums.

e) If a full time employee returns to work at the **expiry** of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee

will be returned to her former job, former shift **if** designated.

All employees **who** fill vacancies as a result of the above absence shall likewise be returned to their former permanent position.

**f)** When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the **expiry** thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in **existence** at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article **(e)**.

**g)** Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.

**h)** Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

**i)** Upon **expiry** of seventeen **(17)** weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection **(j)** of this provision. The employee shall give the Employer, at least two **(2)** weeks notice, in writing, that she intends to take parental leave.

**j)** Parental Leave

**(i)** An employee **who** becomes a parent, and who has been employed for at least thirteen **(13)** weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.

**(ii)** A 'parent' includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.

**(iii)** Parental leave must begin within thirty-five **(35)** weeks of the birth of the child or within thirty-five **(35)** weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen **(18)** weeks in duration and shall, in all cases, be completed within **fifty-three (53)** weeks of the date the child is born or comes into the custody, care and control of a parent for the first time.

- (iv) The employee shall give the Employer two **(2)** weeks written notice of the date the leave is to begin.
- (v) For the purposes of parental leave under Article **8.06 (j)** Parental Leave, the provisions under (a), **(d), (e), (f), (g), (h)** and (l) shall also apply.

**8.07** (a) An Employee shall, 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 **brother** or sister or the brother, sister or grandparents of the Employee's current spouse, or to attend a funeral service as a pallbearer, providing the Employee is scheduled to work on the day of the funeral.

(c) An Employee shall, upon request, be granted a paid leave of absence of up to two **(2)** days within a period of three **(3)** working days immediately following the death of the current spouse of the Employee's son or daughter. In the case of part-time Employees, the time off **with** pay shall only be those hours during such two day period that the Employee in question would normally have been scheduled to work.

(d) A common law spouse relationship only will be **recognized** for the bereavement purposes set out in clause (a), **(b)** and **©** herein providing that the relationship 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 programmes 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. In the case of leave granted in accordance with Article **8.04**, the time period referred to in this Article will be three weeks'.

(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 five **(5)** 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 shall 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 15<sup>th</sup> 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 nine (9) or more shifts and less than six (6) weeks, such vacancy shall be filled on a two (2) week rotating basis starting **with** the most senior part-time Employee in the classification. Any Employee who refuses to accept a two (2) week position, or part thereof, 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/her job because of occupational injury, may be placed in any available position for **which** he/she 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 17.02, or discipline, Employees provided that a claim of discriminatory promotion, demotion or transfer or a claim that an 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 It is the mutual desire of the parties hereto that complaints of employees 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 any matter other than his discipline or discharge. Any grievance or dispute relating to the interpretation, application or alleged violation of this Agreement, or relating to any terms or conditions of employment shall be dealt with in the following manner:

**STEP 1** It is understood that an employee has no grievance until he/she has first given his immediate supervisor an opportunity to adjust the complaint. This complaint shall be discussed with the employee's immediate supervisor within five (5) working days after the event giving rise to the complaint has originated or occurred. The Employee may be accompanied by a Steward or the Chief Steward. The immediate supervisor shall communicate his/her reply to the complainant within five (5) working days and if not satisfied, the complainant shall file a written grievance within five (5) working days in the following manner and sequence:

~~STEP 2~~ Employee must submit the grievance in writing, signed by him, to his immediate supervisor for onward transmission to the department head. The grievance shall identify the nature of the grievance and the remedy sought. The employee may be accompanied by a Steward or the Chief Steward. The department head shall give an answer in writing within five (5) days from presentation of such grievance.

**STEP 3** Failing settlement under Step 2, the matter shall be taken up between the grieving party and the Chief Steward and the **Thamesview** Lodge Administrator within five (5) days of the giving of the 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 five (5) days from such meeting.

**STEP 4** Failing settlement under Step 3, the grievance may be dealt with as follows:

a) Appeal to the Clerk-Administrator

Such appeal shall be presented to the **Thamesview** Lodge Administrator within five (5) 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 grieving party and Union representatives within five (5) days of presentation of the grievance to the Administrator and render a decision in writing within five (5) days after such meeting. (Such decision in writing shall be mailed to the Union office.)

b) If the grieving party is not satisfied with the decision of the Clerk-Administrator or if he/she does not receive the decision within the specified time, he/she may refer the matter to Arbitration under Article 12.01 within five (5) days from the date he/she 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 3, 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 of this Agreement 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** (a) 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. Steps 1 and 2 of the grievance procedure will be omitted in such cases.

**(b)** During the probationary period, the Employer will assess the performance, abilities and suitabilities of the newly hired Employee. Regular reviews and evaluations will occur. Where the Employer has concerns regarding the performance, abilities and suitabilities of the Employee, those will be shared with the Employee. Where the Employer concludes that the newly hired Employee cannot demonstrate the appropriate performance, or lacks the abilities or suitabilities necessary, then the Employer's assessment constitutes just cause for dismissal.

**(c)** Culpable behaviour during the probationary period will constitute just cause for dismissal.

**13.02** Management personnel, when imposing disciplinary action for a current incident, will not take into account any prior infractions which occurred more than eighteen **(18)** months previous to such incident.

**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 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 Labouations Act, R.S.O. 1990 CL. 2, as amended.

**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 **11:00** p.m. to the **7:00** 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 provisions 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 modifications.

**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/her 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/her 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/her regular **shift**, other than overtime immediately preceding or **immediately following** his/her 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** (a) 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.

(b) Unless they advise otherwise, part time employees shall be scheduled off at least one **(1)** out of everyfour **(4)** weekends during which time they will not be required to work, nor will they be called. **If** a part time employee has a preference for the scheduled weekend off he/she shall request same in writing one **(1)** week prior to the posting of the schedule. In the event there are more requests than can be accommodated in any one **(1)** particular week, the requests will be dealt with on the basis of seniority.

**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** The Employer agrees **to** pay one hundred percent **(100%)** of the full biked 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 **\$125.00** per person per two year period.

**17.02**      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 months 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 of **65**. At age **65**, the individual will be provided with a paid up life insurance policy in the amount of **\$2,700 - 100%** County paid.

**(c)**            Employees who retire in accordance with Article **17.02(a)**, will be provided with a paid up life insurance policy in the amount of **\$2,700 - 100%** County paid.

**17.03**      Sick Leave Plan:

**(a)**            Sick leave benefits shall be earned by full-time Employees on the basis of one and one-half (**1½**) 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 ½**) 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 (**½**) 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 (**½**) 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)** 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 twenty-four (**24**) months from the original date of illness or disability.

**(bb)** 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.

17.04 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 seventeen (**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:

(aa) Either full premiums for the benefits provided under Article 17.01, 17.03, 17.07 and 17.09 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.

17.05 If an Employee is on leave of absence, there shall be deducted from the current monthly sick leave entitlement, one-half (½) 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.

17.06 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 Employer to any practitioner of the Employee's 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 regard to their expected return to work. This shall not apply in cases where the employee presents a doctor's certificate specifying a return date.

17.07 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.

17.08 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 his/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.

**17.09 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.

**17.10** In consideration for the insurance provided under Article 17.09, the Corporation will retain the Employee's share of any reduction in unemployment insurance premiums.

**17.11** 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 seven (7) years of service, four (4) weeks [twenty (20) days] with pay accumulated at the rate of 1.66 days per month.
- (d) After 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 twenty-five (25) 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 hours of seniority. For the purposes of calculating vacation pay, the parties agree that to equate part-time seniority to full-time seniority, prior to July 1st, 1990, 2080 regular part-time hours are equivalent to one year of full-time seniority, after July 1 st, 1990, 1,950 regular part-time hours are equivalent to one year of full-time seniority and, after July 1st, 1995, 1900 regular part-time hours are equivalent to one year of full-time seniority. The percentage in lieu of vacation shall be paid with each bi-weekly pay cheque. The employee may exercise the option to have the net vacation pay withheld and total accrual of same paid in one lump sum in the second pay in July.

**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/her credit at the time the vacation is to be taken, and his/her department head approves of the vacation request, he/she may take the vacation days providing the request does not exceed the number of days estimated to be standing to his/her 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 hospitalised 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/her regular rate for each of the following days, namely:

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

For the 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/she may elect either:

- (a) pay at one and one-half times his/her 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/her seven and one-half (7.5) hour shift on a paid holiday, he/she shall be paid at the rate of two and one-half (2.5) times his/her 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/her regular daily rate for work performed on such holiday, in addition to the Employee's regular pay. If an Employee works more than his/her seven and one-half (7.5) hour shift on a paid holiday, he/she shall be paid at the rate of two and one-half (2½) times his/her 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/she 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/her regular pay, an additional payment in the amount of fifteen percent (15%) (in accordance with the agreement under the Pay Equity Plan) of his/her 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 ½%**).

Students employed during their normal vacation periods only, are not eligible to receive any fringe benefits or any pay in lieu thereof.

**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/she had not been required to serve as a juror or a subpoenaed witness in any court in Ontario and had worked his/her 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~~ <sup>he / G.S.H</sup> 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 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 an 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, 1995~~ 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, 1995, 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, 1995 and shall continue in full force and ~~effect~~ up to and including January 31, 1997. ~~any~~ <sup>party</sup> 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, 1997 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.



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The Social Contract prohibits the County **from implementing** any arbitrated decision which provides for any monetary improvement, in either benefits or compensation, for employees earning more than **\$30,000**, annually; however, the County acknowledges wage and benefit increases awarded by an **Arbitration** Board, **pursuant** to the Hospital Labour Disputes Arbitration Act, dated September **19, 1994**, which improvements shall be implemented **without** retroactivity for employees above **LICO**, **effective** April **1, 1996** as per following schedule:

		SCHEDULE "A" WAGES HOURLY RATE -EFFECTIVE			
		ABOVE LICO RATE FEB 1/95	BELOW LICO RATE FEB 1/95	ABOVE LICO RATE FEB	BELOW LICO RATE FEB 1/96
<u>GROUP CLASSIFICATION</u>					
I	R.P.N. PROBATE	16.68	17.34	16.68	17.49
		16.98	17.64	16.98	17.79
II	COOK PROBATE	16.57	17.22	16.57	17.37
		16.87	17.53	16.87	17.68
III(A)	ADJUVANT (LEAD HAND) PROBATE	16.43	17.08	16.43	17.23
		16.75	17.41	16.75	17.56
III	ADJUVANT PROBATE	15.34	15.95	15.34	16.10
		15.64	16.27	15.64	16.42
IV	LAUNDRY-HEAD PROBATE	14.94	14.94	15.09	15.09
		15.24	15.24	15.39	15.39
V	MAINTENANCE PROBATE	14.94	14.94	15.09	15.09
		15.24	15.24	15.39	15.39
VI	ATTENDANT PROBATE	14.94	14.94	15.09	15.09
		15.24	15.24	15.39	15.39
VII	ASSISTANT ADJUVANT PROBATE	14.19	14.19	14.34	14.34
		14.46	14.46	14.61	14.61
VIII	LAUNDRY AIDE, HOUSEKEEPER, DIETARY AIDE PROBATE	13.82	13.82	13.97	13.97
		14.09	14.09	14.24	14.24

Student t\_e

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.

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- (c) In the third year and thereafter **85%** of the classification hourly rate.

SCHEDULE "A" (Cont'd)

**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:**

The Shift Premium will be thirty-seven cents (**\$0.37**) 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.

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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.

DATE: \_\_\_\_\_

EMPLOYEE'S SIGNATURE \_\_\_\_\_

POSITION \_\_\_\_\_

FOR THE UNION: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

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 scheduled **shifts** to a maximum of twenty-two and **one-half (22 ½)** hours per week, at which point the second person shall be given shifts to a maximum of twenty-two and one-half (**22 ½**) hours per week and so on, until all scheduled shifts are filled.
3. Where possible, work that is regularly available **will be organized** into rotations and offered to part-time staff on the basis of seniority.
4. Where part-time Employees are scheduled, management will endeavour to schedule time off between shifts consistent with time off provided to full-time Employees performing the same work.
5. In selecting Employees for call-in part-time work, the County will offer the first call-in **shift** available 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.
6. An Employee who:
  - a) accepts a shift;
  - b) refuses a shift;
  - c) cannot be contacted for call in;

Continued. . .

Continued.

will be credited with the number of hours offered for the purpose of offering work to part-time Employees.

7. When an Employee has been credited with twenty-two and one-half (22 ½ ) hours in a week, the Employee's name will be struck from the top of the list.

a. When every Employee has been credited with twenty-two and one-half (22 1/2) hours in a week the person on the top of the list will then be offered work until they have been credited with twenty-eight (28) hours of work at which point the Employees name will be struck from the top of the list.

9. When every Employee has been credited with twenty-eight (28) hours of work, the person at the top of the list will be offered work until they have been credited with thirty-five (35) hours of work, at which point their 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 27th day of September, 1995.

CORPORATION OF THE COUNTY OF KENT

SERVICE EMPLOYEES' UNION  
LOCAL 210

Lorna Graham  
Chuck Kasyp  
\_\_\_\_\_

Dave Frain  
Paul Wainger  
Pamela J. Robbins  
Leahy Jensen  
Wynne Kitcher  
Sharon King  
Shirley Frederick

LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF KENT, THAMESVIEW LODGE  
AND  
SERVICE EMPLOYEES UNION INTERNATION, LOCAL 210

It is the intention of the employer to implement the minimum qualification of Ministry of Labour Certificate of Qualification of Cook for any persons posting into or being hired into either a part time or full time Cook position in the dietary department after the date of September 27, 1995.

All employees who presently hold the classification of Cook, or any dietary aides who have held the classification of cook, and do not have the Certificate of Qualification of Cook will be 'grandfathered" and permitted to work in that classification for such time as they choose to work in that classification, or such time as the Ministry of Health should implement minimum standards of qualifications.

All persons presently working as cooks who do not have the Certificate of Qualification of Cook will be encouraged to take the appropriate courses, and the County agrees to pay 100% of the cost for tuition and course-related materials providing the employee completes the courses and passes the Ministry Certification examination.

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 27th day of September, 1995.

CORPORATION OF THE  
COUNTY OF KENT

Lorna Graham  
WARDEN

Chuck Kayser  
CLERK-ADMINISTRATOR

SERVICES EMPLOYEES UNION  
LOCAL 210

Diane Frain

Paul Abunge

Pamela J. Robbins

Leathy Jimm

Mark Litcher

Shaaron King

Shirley Strickland