

240

Unit No. 93, 93C, 142, 142A, 77

SOURCE	Union
EFF.	1998 07 01
TERM.	2003 06 30
No. OF EMPLOYEES	240
NOMBRE D'EMPLOYÉS	LP

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE  
 COUNTY OF SIMCOE  
 SUNSET MANOR, SIMCOE MANOR, AND TRILLIUM MANOR  
 SERVICE UNITS, FULL TIME AND PART TIME

- AND -

SERVICE EMPLOYEES INTERNATIONAL UNION  
 LOCAL 204  
 A.F.L.-C.I.O.-C.L.C

RECEIVED  
 JUL 13 2005

EFFECTIVE: JULY 1, 1998

EXPIRY: JUNE 30, 2003

ENTERED

06213(07)

INDEX

Article	Page
Article 1 Purpose .....	4
Article 2 Scope and Recognition .....	4
Article 3 Union Security .....	4
3.05 Access to Personal Files .....	5
Article 4 No Strikes or Lock Outs .....	5
Article 5 Management Rights .....	5
Article 6 Union Committee and Stewards .....	6
Article 7 Grievance Procedure .....	7
Article 8 Arbitration .....	8
Article 9 Discharge Grievances .....	9
Article 10 Management Grievances .....	10
Article 11 Seniority .....	10
11.05 Definition of Seniority .....	11
Article 12 Lay Off and Recall .....	12
Article 13 Bulletin Boards .....	13
Article 14 Posting of Job Vacancies and Transfers .....	13
14.11 Temporary Vacancies .....	15
Article 15 Leave of Absence .....	16
Article 16 Pregnancy, Adoption and Parental Leave .....	16
Article 17 Leave of Absence for Union Business .....	19
Article 18 Leave of Absence Rules .....	19
Article 19 Bereavement Leave .....	20
Article 20 Jury Duty .....	20
Article 21 Educational Leave .....	21
Article 22 Hours of Work and Overtime .....	21
Article 23 Minimum Reporting Allowance .....	23
Article 24 Call Back Pay .....	23
Article 25 Fay Day .....	23
Article 26 Paid Holidays .....	23
Article 27 Vacations with Fay .....	25
Article 28 Sick Leave .....	26
Article 29 Health and Welfare .....	28
29.03 Extended Health Care .....	28
Article 30 Health and Safety Committee .....	29
Article 31 Wages .....	29
Article 32 Uniform Allowance .....	29
Article 33 Shift Premium .....	30
Article 34 Printing Agreements .....	30
Article 35 Workers' Compensation .....	30
Article 36 Work of the Bargaining Unit .....	30
Article 37 No Contracting Out .....	30
Article 38 Union - Management Meetings .....	30
Article 39 Benefit Coverage on Transfer .....	31
Article 40 Experience Pay .....	31
Article 41 Termination .....	32
Schedule "A" .....	33
Letter of Understanding .....	35
Addendum .....	36
Letter of Understanding .....	41
Letter of Understanding .....	42

COLLECTIVE AGREEMENT

BETWEEN :

THE CORPORATION OF THE COUNTY OF SIMCOE  
SUNSET MANOR, HOME FOR THE AGED  
SIMCOE MANOR, HOME FOR THE AGED  
TRILLIUM MANOR HOME FOR THE AGED  
(hereinafter called the Employer)  
OF THE FIRST PART

- and -

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L.-C.I.O.-C.L.C.  
(hereinafter called the Union)  
OF THE SECOND PART

SERVICE UNIT, FULL TIME AND PART TIME

WHEREAS the Ontario Labour Relations Board did on the 4th day of July, 1972, certify the Union as the Bargaining Agent for certain employees of the Employer; (Sunset Manor, Service, Full time);

AND WHEREAS the Ontario Labour Relations Board did on the 21st day of September, 1979, certify the Union as the Bargaining Agent for certain employees of the Employer; (Sunset Manor, Service, Part time);

AND WHEREAS the Ontario Labour Relations Board did on the 5th day of November, 1980, certify the Union as the Bargaining Agent for certain employees of the Employer; (Simcoe Manor, Service, Part time);

AND WHEREAS the Ontario Labour Relations Board did on the 11th day of December, 1980, certify the Union as the Bargaining Agent for certain employees of the Employer; (Simcoe Manor, Service, Full time);

WHEREAS the Ontario Labour Relations Board did on the 2nd day of December, 1970, certify the Union as the Bargaining Agent for certain employees of the Employer (Trillium Home);

WHEREAS the Corporation of the County of Simcoe on purchasing this Home have agreed to recognize the Union as the Bargaining Agent for the employees covered by this Certification, as of August 1, 1990; (Trillium Manor).

AND WHEREAS the parties hereto have agreed to enter into a Collective Bargaining Agreement upon the terms hereinafter set forth:

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 1 - PURPOSE**

1.01 The purpose of this Agreement is to establish an orderly Collective Bargaining relationship between the Employer and the employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the Bargaining Unit.

**ARTICLE 2 - SCOPE AND RECOGNITION**

2.01 The Employer recognized the Union as the sole Collective Bargaining Agent for all its employees at Sunset Manor, Home for the Aged, Collingwood, Ontario, Simcoe Manor, Home for the Aged, Beeton, Ontario, and Trillium Manor, Home for the Aged, Orillia, Ontario save and except Registered Nurses, physiotherapists, occupational therapists, adjuvants, supervisors, foremen, persons above the rank of supervisors or foreman, office staff.

**ARTICLE 3 - UNION SECURITY**

3.01 Each of the parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employees because of membership or non-membership in the Union which is hereby recognized as a voluntary act on the part of the individual concerned.

3.02 It is mutually agreed that arrangements will be made for a Union Representative to interview each new employee who is not a member of the Union once during the third calendar month of employment for the purpose of informing such employee of the existence of the Union in the Home and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes. The Employer may, if it so desires, have a representative present at any such interview.

10  
3.03 During the lifetime of this Agreement the Employer shall deduct from the pay of all employees covered by this Agreement who have been employed by the Employer for a period of thirty days (30), as a condition of employment, on the first pay day of each calendar month whatever sum may from time to time be authorized by the Union as regular monthly dues and shall remit same prior to the 25th day of each month to the Treasurer of the Union. The said sum shall be accepted by the Union as the regular monthly dues.

04 Dues deductions will be included on T4 slips.

### 3.05 Access to Personal Files

- (a) Each employee shall be given a copy of her evaluation upon request.
- (b) Letters of reprimand will be removed from the employee's record, one (1) year from the date of reprimand.

## **ARTICLE 4 - NO STRIKES OR LOCK OUTS**

4.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock outs.

4.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any strike, picketing, stoppage or slowdown against this Employer, but a claim of unjust discharge or discipline may be the subject of a grievance and dealt with as provided in Articles 7, 8 and 9.

4.03 The Union further agrees that it will not involve any employee of the Employer or the Employer itself in any dispute which may arise between any other employer and the employees of such other employer, nor will it involve the employees in this Bargaining Unit in any dispute which may arise between this Employer and any of its other employees not in this Bargaining Unit.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union acknowledges that it is the exclusive function of the Employer to:

- (a) Maintain order, discipline and efficiency:
- (b) Hire, classify, direct, transfer, promote, demote, and lay off employees, and also to suspend, discharge, or otherwise discipline employees for just cause, provided that a claim by an employee who has acquired seniority that he has been discharged, disciplined, transferred or demoted without just cause may be the subject of a grievance and dealt with in accordance with the grievance procedure.
- (c) Establish and enforce rules and regulations to be observed by employees, provided that they are not inconsistent with the provisions of this Agreement;

- (d) Generally to manage and operate the Home for the Aged in all respects in accordance with its obligations and without restricting the generality of the foregoing, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, the standards of performance for all employees, and all other matters concerning the Home's operations not otherwise specifically dealt with elsewhere in this Agreement.

#### **ARTICLE 6 - UNION COMMITTEE AND STEWARDS**

6.01 The Employer will recognize a Union Grievance Committee, which shall consist of a Chief Steward and a total of three (3) stewards to be selected by the Union. It is understood and agreed that not more than three (3) Committee Members shall meet with Management at any one (1) time. The Employer shall be advised of the names of members of this Committee and shall be notified of any changes from time to time. All members of the Committee shall be regular employees of the Employer who have completed their probationary period.

1d2/LP  
(see 6.01)

6.02 The privilege of Stewards and members of the Union Grievance Committee to leave their work without loss of basic pay to attend to Union Business is granted on the following conditions:

- (a) Such business must be between the Union and the Management. Employees having grievances may discuss these with the Stewards or the Union Grievance Committee during coffee breaks or lunch periods, not in working periods except in the case of a discharged employee and except in the cases where the circumstances require immediate action;
- (b) The time shall be devoted to the prompt handling of necessary union business.
- (c) The stewards and members of the Union Grievance Committee concerned shall obtain the permission of the Supervisor concerned before leaving their work. Such permission shall not be unreasonably withheld;
- (d) The time away from productive work shall be reported to the Supervisor so that a proper record of same may be kept;
- (e) The Employer reserves the right to limit such time if it deems the time so taken to be excessive.

.03 The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement, or a new Agreement, and such Committee shall consist of:

- (a) (i) Three (3) regular employees including the Chief Steward, when negotiating with Management of this Home or;
  - (ii) Two (2) regular employees, including the Chief Steward, when negotiating jointly with one (1) or more other Union Negotiating Committees and Management of two (2) or more Homes in the Georgian Bay Region;
  - (iii) Subject to (ii) above, not more than one (1) employee from any one (1) department on the Negotiating Committee.
- (b) An employee member of such Negotiating Committee shall be paid his regular rate for all regular scheduled working hours lost due to attending negotiation meetings with Management including all conciliation proceedings but excluding any Arbitration proceedings, provided that he has obtained permission of his Department Head to leave his regular duties for such meetings. Permission for such purposes will not be unreasonably withheld.
- (c) It is agreed that full time General Representatives of the Union may act as Members of such Negotiating Committee.

1d11LP

#### **ARTICLE 7 - GRIEVANCE PROCEDURE**

7.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02 No grievance shall be considered:

- (a) which usurps the function of the Management, as set out in this Agreement; or
- (b) Where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance, except in the case of a grievance involving the computation of pay, in which case the grievance may be filed within five (5) days after receipt of pay.
- (c) At the time formal discipline is imposed or any stage of the grievance procedure the Employer shall notify the employee of the right to have a Steward present.

It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to adjust the complaint.

7.03 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

Step #1

The aggrieved employee shall present his grievance in writing to his immediate supervisor. He shall have the assistance of his steward if he so desires. If a settlement satisfactory to the employee concerned is not reached within five (5) working days (or any longer period which may be mutually agreed upon) the next step in the grievance procedure may be taken at any time within five (5) working days thereafter.

Step #2

The aggrieved employee may submit his grievance in writing to the Administrator. The Union Grievance Committee as constituted under Article 6, hereof may be present at this stage at the request of either party. The same Committee may have the assistance of a General Representative of the Union if they so desire.

7.04 If a final settlement of the Grievance under 7.03 hereof is not completed within ten (10) working days after deliberations have commenced and if the grievance is one concerning the application, administration, interpretation, or alleged violation of this Agreement, the grievance may be referred by either party to a Board of Arbitration as provided in Article 8 at any time within ten (10) days thereafter, but not later.

**ARTICLE 8 - ARBITRATION**

8.01 Both parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration, or alleged violation of this Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 7, and which has not been settled, will be referred to a Board of Arbitration at the request in writing of either of the parties of this Agreement.

8.02 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union and a third person to act as Chairman, chosen by the other two (2) members of the Board. If mutually agreed to by the Employer, and the Union, one (1) person selected by the Union and the Employer to act as a single Arbitrator.



.03 Within five (5) days of the request by either party for a board, each party shall notify the other of the names of its appointee.

8.04 Should the two (2) nominees fail to agree on a third person within seven (7) days of the notification mentioned in Section 8.03, the Chairman shall be appointed by the Ontario Labour Management Arbitration Commission.

8.05 The decision of a Board of Arbitration, or a majority thereof, constituted in the above manner, shall be final and binding on both parties and upon all employees affected. If there is no majority award, the award of the Chairman shall govern.

8.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.

8.07 Each of the parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses, and the parties will jointly bear the expenses, if any, of the Chairman.

8.08 No persons shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the Grievance.

#### **ARTICLE 9 - DISCHARGE GRIEVANCES**

9.01 In the event of an employee who has attained seniority being discharged from employment and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

9.02 All such cases shall be taken up within three (3) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the employee is notified of his discharge, except where a case is taken to Arbitration. A claim by an employee who has attained seniority, that he has been unjustly discharged from his employment shall be treated as a grievance if a written statement of such grievance is lodged with the Administrator within three (3) days after the employee is notified of his discharge or within three (3) days after the employee ceases to work for the Employer, whichever is the earlier.

9.03 Such special grievances may be settled by confirming the Employer's action in dismissing the employee, or by reinstating the employee with full compensation for lost time, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

## ARTICLE 10 - MANAGEMENT GRIEVANCES

10.01 It is understood that the Employer may file with the Steward and a Union Representative any complaint with respect to the conduct of the Union, its officers or stewards arising out of the Administration of this Agreement or arising in its relationships with the Employer, or any complaint that a contractual obligation undertaken by the Union has been violated, and that if such complaint by the Employer is not settled to the mutual satisfaction of the conferring parties, it may be treated as a grievance and referred to Arbitration the same way as the grievance of an employee. No such grievance shall be considered where the circumstances giving rise to it occurred or originated more than five (5) full working days before the filing of the grievance.

## ARTICLE 11 - SENIORITY

11.01 New employees shall serve as probationary employees until they have reached a total of three hundred and thirty-seven and one-half (337 1/2) hours. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to the date of hire.

11.02(a) Seniority shall apply under the conditions set out in Section 11.03, hereof.

(b) Separate seniority lists shall be maintained for the following seniority groups:

- (1) Nursing
- (2) Dietary
- (3) Housekeeping/Laundry
- (4) Maintenance

11.03 If an employee is permanently transferred from one department to another, he shall forthwith cease to have seniority in the department from which he was transferred and his seniority in the department to which he is transferred shall be equal to his length of service with the Employer.

11.04 The Employer shall supply the Union with a set of seniority lists in January and July of each year showing the employee's name by department, by classification and in descending order, and their seniority starting dates; and up-to-date information of any interim seniority changes will be available to the Chief Steward at the Administrator's Office during regular day time hours.

1.05 Definition of Seniority

(a) Full time employees will accumulate seniority on the basis of their continuous service in the Bargaining Unit from the last date of hire, except as otherwise provided herein. Seniority will operate on a Bargaining Unit wide basis.

143 (b) Part time employees will accumulate seniority on the basis of one (1) years seniority for each 1875 hours worked in the Bargaining Unit, as of the last date of hire, except as otherwise provided herein. Seniority will operate on a Bargaining Unit wide basis.

11.06 Seniority status, once acquired, will be lost only for the following reasons:

(a) Voluntary resignation;

(b) Discharge for just cause;

1001 (c) Lay off in excess of their length of service or twenty-four (24) months, whichever comes first;

(d) Failure to signify intention to return to work within three (3) days of the receipt of the notice of recall, and to return to work in accordance with Article 12. An employee who so fails shall forfeit his or her claim to re-employment.

(e) Absence from work without leave of absence being granted by, or any explanation being given satisfactory to the Employer, for an absence of two (2) consecutive working days.

(f) Failure to return to work following any approved leave of absence, or uses a leave of absence for a purpose other than for which it was granted.

(g) Absence occasioned by illness exceeding twenty-four (24) continuous months after exhaustion of sick leave credits.

**NOTE: The Employer and the Union agree to abide by the Ontario Human Rights Code.**

Part time to Full time

11.07 Where a part time employee is transferred to a full time position within the Bargaining Unit, he shall carry his seniority into the Bargaining Unit on the basis of 1875 hours equals one (1) year.

## ARTICLE 12 - LAY OFF AND RECALL

12.01 The Employer shall give each employee in the Bargaining Unit who has acquired seniority and who is to be laid off for a period of more than eight (8) weeks, notice in writing of his lay off in accordance with the following schedule:

Up to 2 years service - 1 weeks notice  
2 years or more but less than 5 years service - 2 weeks notice  
5 years or more but less than 10 years service - 4 weeks notice  
10 years or more service - 8 weeks notice

Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail.

12.02 In all other cases of lay off, the Employer shall give each employee in the Bargaining Unit who has acquired seniority one (1) weeks notice, provided however, such notice shall not be required if the lay off occurs because of emergencies (for example, fire, act of God, power failure or equipment breakdown).

10c 12.03 In the event of lay off, the Employer shall lay off employees in the reverse order of their seniority within their classification; provided that there remain on the job employees who have the ability to perform the work.

12.04 Where the Employer finds the ability required to perform the available work is equivalent among employees in different classifications it shall observe their Bargaining Unit Wide Seniority in making lay offs and recalls from lay off.

12.05 An employee shall be recalled from a lay off to available openings before such opening is filled on a regular basis under a job posting procedure. Such recall shall be on the basis of his Unit Wide Seniority, provided he then has the ability to perform the available work and further provided that such employees may be recalled to an opening in another classification on the basis of his Bargaining Unit Wide Seniority, provided he then has' the ability to perform the work. Recall shall be in the reverse order of lay off.

12.06 In determining the ability of an employee to perform the work for the purposes of Paragraphs 12.03, 12.04, and 12.05, above, the Employer shall not act in an arbitrary or unfair manner.

12.07 An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the lay off should it become vacant within six (6) months of being recalled.

12.08 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to notify the Employer of their intention to do so, in accordance with 12.09, below, or have been found unable to perform the work available.

12.09 It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays, and Paid Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received on the second day following the date of mailing) and to return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Employer.

12.10 Where the employee fails to notify the Employer or to return to work in accordance with the provisions of paragraph 12.09, he shall lose all seniority and be deemed to have quit the employ of the Home.

12.11 In the event that a lay off commences on the day immediately following a Paid Holiday, an employee otherwise qualified for Holiday Pay shall not be disentitled thereto solely because of the day on which the lay off commenced.

#### **ARTICLE 13 - BULLETIN BOARDS**

13.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union Notices, Bulletin Boards in such places so as to inform all employees in the Bargaining Unit of the activities of the Union. It is agreed that no notice will be posted on the Bulletin Board without prior approval of the Administrator of the Home.

#### **ARTICLE 14 - POSTING OF JOB VACANCIES AND TRANSFERS**

14.01 The Employer will post on Union Bulletin Boards throughout the Home, notice of any new jobs or vacancies within the Bargaining Unit in order to enable employees to make application therefore; these shall be posted for five (5) working days exclusive of Saturdays, Sundays and Paid Holidays. The posting shall stipulate the classification, rate of pay and department, All applications are to be made in writing on the form provided within the posting period.

During the period of posting, the Employer may designate an employee to fill a vacancy temporarily.

During the period of posting, the Employer may designate an employee to fill a vacancy temporarily.

14.02 Employees on lay off are entitled to apply and shall be deemed to have applied for any job vacancies arising out of job postings or transfers resulting from job postings.

14.03 Vacancies created by the filling of a posted vacancy within the Bargaining Unit need not be posted. The Employer, however, will consider when filling such vacancies and subsequent vacancies those employees within the Bargaining Unit who have a request on file or who have applied for the originally vacancy. Such requests will be considered as applications for posted vacancies as well as subsequent vacancies. The maximum number of positions to which an employee may request a transfer at any one time is two (2). Requests for transfer shall become active upon receipt and must be renewed by the employee once a year to remain so.

10F2  
(see 14.05) 14.04 Employees shall be selected for positions under either Article .01, or .03, on the basis of their Bargaining Unit wide seniority on work which they have the ability to perform. If there is no applicant who has the ability to perform, then the senior applicant will be given the opportunity to learn the job before a new, inexperienced employee is hired to fill the vacancy.

14.05 Ability to do the job means able to perform the requirements of the job satisfactorily after completion of an orientation and trial period. This period will not exceed fifteen (15) working shifts and the employer may not curtail the trial period without just cause before it has run its normal course. In the event the employee is not able or does not wish to complete the trial period, or cannot satisfactorily perform the job following the trial period, he shall be returned to his former position, wage or salary rate, without loss of seniority, and any other employee who has been promoted or transferred because of the re-arrangement of positions shall also be returned to his former position, wage or salary rate without loss of seniority.

14.06 The parties recognize that job opportunity and security should increase in proportion to length of service in accordance with the collective agreement. It is therefore agreed that in all cases in filling job vacancy, transfer, lay off, and recall after lay off, senior employees shall be entitled to preference, in accordance with the collective agreement.

14.07 The successful applicants name shall be posted on the bulletin board.

14.08 An employee who is selected to fill a vacancy under this procedure will not be permitted to apply for another vacancy for a period of six (6) months following his appointment, unless the position to be filled is in the same department.

4.09 (a) When an employee transfers to a higher paid job he shall receive the wage rate in the salary range for the new job which is immediately above the rate which he was receiving prior to his transfer and he shall progress within the new salary range in accordance with his length of service in the new job.

(b) When an employee transfers to a lower paid job he shall receive the wage rate in the salary range for the new job which is immediately below the rate which he was receiving prior to his transfer.

11d5 14.10 If an employee is temporarily transferred to a higher rated job for four hours or more, he shall receive the next highest rate for the new job group above his regular rate for the time so transferred.

#### 14.11 Temporary Vacancies

All temporary vacancies of three (3) months or more shall be posted.

#### Temporary Transfer

If a part time employee fills a full time temporary vacancy for a period in excess of three (3) months or seventeen (17) weeks replacement for maternity leave, that employee shall be covered by the full time coverage of Health & Welfare Benefits and shall become a full time employee for the duration of time that requires filling.

14.12 Vacancies which are not expected to exceed three (3) months will not be posted and may be filled at the discretion of the Home. In filling such vacancies consideration shall be given to employees in the bargaining unit, who have a request for transfer on file. Part time employees selected to fill a vacancy under this article, will continue to maintain their part time status and upon completion of the assignment, the employee will return to his former position.

The Chief Steward shall be kept informed of any temporary fillings.

14.13 A mail box shall be attached to the bulletin board for the Union. A copy of any posting shall be put into the box when it is posted.

14.14 There shall be no splitting full time positions into part time positions without prior consultation with the Union.

**ARTICLE 15 - LEAVE OF ABSENCE**

12h3  
15.01 An employee may be granted a leave of absence without pay for a period of time not to exceed two (2) months for personal reasons, provided that such leave may be arranged without undue inconvenience to the normal operations of the Home: provided however that any employee who has more than one (1) years seniority shall be granted a leave of absence of one (1) week without pay in each one (1) year period under those same conditions. Except in emergencies, written application for leave of absence must be made at least two (2) weeks in advance of such leave.

**ARTICLE 16 - PREGNANCY, ADOPTION AND PARENTAL LEAVE**

16.01 "Parent" includes a person with whom a child is placed for Adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own:

A pregnant employee who started employment with her Employer at least thirteen (13) weeks before the expected birth date is entitled to a leave of absence without pay.

An employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.

The employee must give the Employer, (a) at least two (2) weeks written notice of the date the leave is to begin: and (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

12F11U=17  
16.02(1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen (17) weeks after the pregnancy leave began.

(2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage,

(3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the Employer at least four (4) weeks written notice of that day.

12C11US?  
16.03(1) An employee who has been employed by his or her Employer for at least thirteen (13) weeks and who is the parent of a child is entitled to leave of absence without pay following:

(a) the birth of a child; or



(b) the coming of the child into the custody, care and control of a parent for the first time.

(2) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. 12f3|u=35"

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(4) The employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

16.04(1) An employee who has given written notice to begin pregnancy leave or parental leave may change the notice:

(a) to an earlier date if the employee gives the Employer at least two (2) weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.

(2) An employee who has given notice to end leave may change the notice:

(a) to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date; or

(b) to a later date if the employee gives the Employer at least four (4) weeks written notice before the date leave was to end.

16.05 (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans and any other types of benefit plans that are prescribed.

- (3) During an employee pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for any plan described in subsection (2) unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) Seniority and vacation credits continues to accrue during pregnancy leave or parental leave.

16.06(1) The Employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

- (2) If the Employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the employee, when the operations resume, in accordance with the Employer's seniority system or practice, if any.
- (3) The Employer shall pay a reinstated employee wages that are at least equal to the greater of:

- (a) the wages the employee was most recently paid by the Employer; or

- (b) the wages that the employee would be earning had the employee worked throughout the leave.

An Employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

16.07 An employee on leave as set out above who is in receipt of the Employment Insurance pregnancy benefits pursuant to Section 30 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week unemployment insurance waiting period, and receipt by the Employer of the employee's unemployment insurance cheque stub as proof that she is in receipt of unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) 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.

12/21 | EI = 17  
P = 75%  
D

**ARTICLE 17 - LEAVE OF ABSENCE FOR UNION BUSINESS**

17.01 Upon written request received at least one (1) month in advance, leave of absence, without pay and without loss of seniority, will be granted to not more than two (2) employees from each home, selected or appointed, to attend Union conventions or conferences for an aggregate of not more than twenty-four (24) days in any calendar year from each home. Not more than one (1) employee shall be given such leave of absence from any one (1) department at the same time.

Full Time Union Leave

1d5/UTLP

17.02 Upon application by the Union, in writing, the Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to full time Union Office. It is understood that not more than one (1) employee in the Bargaining Unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement, (Article 18). It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

**ARTICLE 18 - LEAVE OF ABSENCE RULES**

18.01 In the case of any leave of absence without pay:

- (a) Credits for accumulative sick leave will be suspended during the leave. Seniority, salary increases and vacation credits will be suspended after the first six (6) months.
- (b) Subject to Article 11.06, the Employer will continue to pay O.H.I.P., Group Life and any other Plan in effect during the leave of absence for employees that participate in these plans who are on lay off or after exhaustion of sick leave credits for the first six (6) months of such leave.
- (c) Subject to Article 11.06, an employee may continue his coverage of the above plans while on unpaid leave of absence or after the six (6) months in (b) by contributing the cost of the premiums to the Employer. The Employer will make the payments to the respective carriers.

8.02 Employees who are on Leave of Absence will not engage in gainful employment while on such leave, unless specifically agreed to in this Collective Agreement, and if an employee does engage in gainful employment while on such leave of absence, he will forfeit all seniority rights and privileges contained in this Agreement.

#### **ARTICLE 19 - BEREAVEMENT LEAVE**

19.01 When a death occurs in the immediate family of an employee, he shall be granted not more than three (3) working days leave of absence from his employment without loss of pay. Said leave of absence shall commence with the day of the death. Immediate family is defined as mother, father, brother, sister, wife, husband, son or daughter, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of the employee. The above shall be four (4) days for a spouse or child. 12/31P=4

19.02 When a death occurs to a sister-in-law, or brother-in-law, of an employee, he shall be granted one (1) working day leave of absence from his employment without loss of pay, on the same terms and subject to the same conditions as set forth in Section 19.01.

#### **ARTICLE 20 - JURY DUTY**

20.01 If an employee is required to serve as a juror or subpoenaed to attend a court of law as a Crown Witness he shall not lose any pay provided that the amount paid to him for such service or attendance exclusive of mileage and meal allowance is promptly repaid by him to the Employer. The employee shall notify his immediate supervisor immediately upon his notification that he will be required to attend court.

20.02 Any subpoenaed witness by someone other than the Crown; the Employer will at the request of the Employee wherever possible, change the schedule so as there is no loss of pay.

#### **ARTICLE 21 - EDUCATIONAL LEAVE**

21.01 A leave of absence, without pay, to take further education related to the employees work with the Home may be granted upon written application by the employee to the Administrator of the Home. It is further understood and agreed that the Employer, will, wherever its operational requirements permit, endeavour to arrange the shifts of employees attending courses or seminars to permit such attendance. 7allu

21.02 Where an employee is required by the Employer to take courses to upgrade or acquire new employment qualifications,

(i) the employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations for the said purpose if the employee successfully passes the examinations; and

70 (ii) the Employer shall pay the full costs associated with the courses if the employee successfully passes the course. Any books paid for by the Employer, will remain the property of the Home.

21.03 Where an employee is required by the Employer to attend an in service, the time spent at the in service will be deemed to be time worked.

## ARTICLE 22 - HOURS OF WORK AND OVERTIME

22.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week or of days off per week.

22.02 The working day for all full time employees covered by this Agreement shall consist of seven and one-half (7 1/2) hours, excluding a thirty (30) minute meal period which, except under emergency conditions, shall be continuous and uninterrupted.

8a1137.5h  
22.03 The work week for all full time employees over a two (2) week cycle shall be an average of thirty-seven and one-half (37 1/2) hours, with an average of five (5) working days per work week.

22.04 Shift schedules shall be arranged so that an employee is not scheduled to work more than six (6) consecutive days. Any employee that works in excess of six (6) consecutive days shall be paid overtime for each consecutive day.

22.05 Shift schedules shall be posted by the 15th of the month, to take effect, the first of the following month. Once posted, employees work schedules shall not be altered without the mutual agreement of the Department Head, and the employee(s) concerned.

8b5 In case of departments where employees are required to rotate on the day, evening and/or night shifts, the employer will endeavour to schedule shifts such that there will be a minimum of twenty-four (24) hours off between the beginning of shifts and a change of shifts; forty (40) hours off between when there is one (1) day off. If this requirement is not met then applicable overtime rates shall apply.

Provided that in respect of a shift exchange requested and signed by employees concerned and approved by the Department Head, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which might accrue or arise consequent upon such an exchange of shifts.

22.06 Authorized work performed in excess of seven and one-half (7 1/2) hours in a day, 75 hours bi-weekly will be counted as overtime work and will be paid for at the rate of time and one-half (1/2) an employees regular rate of pay. Provided that time (not to exceed ten (10) minutes per day) in the Nursing Department necessary to finish assigned work or to brief incoming members of the staff shall not be paid for. When averaging hours the bi-weekly period will be the same period as the pay period.

22.07 Where an employee has worked and accumulated approved overtime hours (other than overtime hours related to Paid Holidays) such employee shall have the option of electing payment at the applicable overtime rate or time off equivalent to the applicable overtime rate (i.e. where the applicable rate is time and one-half (1 1/2), then time off shall be at one and one half times (1 1/2). Where an employee chooses the latter option, such time off must be taken within the succeeding two (2) pay periods of the occurrence of the overtime at a time mutually agreeable to the Home and the employee, or payment in accordance with the former option shall be made.

22.08 All employees will be allowed two (2) rest periods per day of fifteen (15) minutes duration without reduction in pay and without increasing the regular working hours. The fifteen (15) minutes rest period shall be calculated from the time the employee leaves their station of work, until they return to their station of work.

22.09 Employees who are absent on approved paid time off, during their scheduled work week, shall, for the purpose of computing overtime pay, be considered as if they had worked their regular hours during such paid absence.

22.10 The Employer will endeavour to give full time employees every other week-end off. Where a week-end off is not granted off within a two (2) week period, time worked on such second week-end but not subsequent week-ends shall be paid at the rate of time and one half (1 1/2) unless the Employer, notwithstanding its best efforts, was unable to meet this standard. This premium pay does not apply when employees mutually agree to exchange shift; or when an employee accepts or requests a shift at her or his own choice; or when the employee is hired for only week-end work.

**ARTICLE 23 - MINIMUM REPORTING ALLOWANCE**

23.01 If an employee reports for work at the regularly scheduled time for his or her shifts, he or she will be entitled to a minimum of four (4) hours pay at not less than his or her regular rate, unless previously notified by the Employer to the contrary, either orally or by notice on the Bulletin Board or by message left at the employees' residence; provided that, if requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further that this section shall not apply in case of any labour dispute or emergency such as fire or power shortage which prevent the operation of the Home, nor shall it apply to employees returning to work without notice after absence.

**ARTICLE 24 - CALL RACK PAY**

24.01 When employees are called back to work after leaving the premises upon completion of their shift, such employees will receive a minimum of three (3) hours pay at straight time rates or actual hours worked at time and one-half (1 1/2) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of employees required to work immediately prior to the commencement of his regular shift.

**ARTICLE 25 - PAY DAY**

25.01 The Employer agrees that wages shall be paid by cheque on the regular pay day every two (2) weeks except when interfered with by the occurrence of a Statutory Holiday or Civic Holiday. In this case, the regular pay day shall be advanced one (1) day.

25.02 Employees will be paid during working hours. Where an employee is off on a regular pay day or is scheduled to work a shift ending after 2:30 p.m., of a regular pay day, their pay day shall be advanced one (1) day.

25.03 Where the parties agree that a shortage occurred in the employees wage payment by an amount of fifty dollars (\$50.00) or more, the Employer will correct the error within two (2) working days, if the employee so requests.

**ARTICLE 26 - PAID HOLIDAYS**

26.01 When any of the following Paid Holidays:

New Year's Day ✓	Labour Day ✓
12/21/12 jaws Good Friday ✓	Thanksgiving Day ✓
Victoria Day ✓	Remembrance Day ✓
Canada Day ✓	Christmas Day ✓
Civic Holiday ✓	Boxing Day ✓
Third Monday in February ✓	Employees Birthday ✓

falls on what would otherwise be a regular working day, or where any of the said paid holidays, other than Remembrance Day or Christmas Day, falls on a Sunday and the day celebrated as a paid holiday in lieu thereof falls on what would otherwise be a regular working day, all employees shall receive such holiday without any deductions in salary. Holidays subject to the following conditions:

- (a) To be eligible for holiday pay, an employee must work his full work day immediately preceding such holiday, and his full work day immediately following such holiday, unless absent through proven illness or with the permission of the Immediate Supervisor outside the Bargaining Unit.
- (b) An employee who is eligible for Paid Holiday in accordance with the above conditions and who performs work for the Employer on any of the said Paid Holidays shall be entitled to be paid at time and one-half (1 1/2) his regular rate for all time worked on such Paid Holiday plus a days pay, or time and one-half (1 1/2) plus a day off with pay in lieu. This shall be at the employees request provided the said employee makes his wishes known in advance of the posting of schedules where Paid Holidays come into effect.

Due to the nature of the services necessary to the Home, many employees may be required to work on these holidays. In general, employees will alternate with each other in being absent from work on holidays, for instance an employee having Christmas Day off may not be allowed off on New Year's Day.

26.02 If, during the life of this Agreement, the Federal or Provincial Governments declare by statute or proclamation, a February Holiday, the said Holiday will replace the 3rd Monday in February, and will be added to the Article in the existing Agreement dealing with the Paid Holidays.

26.03 An employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, if required by the Employer, in which case the employee will receive straight time for such holiday.

26.04 If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof.



5.05 When an employee has entitlement to lieu days off, compensating time off may, by request in writing and by mutual agreement between an employee and his Department Head, be accumulated up to a total of five (5) days. Without limiting the generality of the foregoing, the final right to determine scheduling is vested in the Employer to ensure the efficient operation of the Home.

26.06 Where an employee is required to work authorized overtime in excess of his regularly scheduled hours on a Paid Holiday, such employee shall receive two and one half (2 1/2) times his regular straight time hourly rate for such additional authorized overtime.

#### **ARTICLE 27 - VACATIONS WITH PAY**

27.01 Vacations with pay will be granted in accordance with the following:

Vacation periods, calculations of pay, continuous service and pay distributions will be based on a vacation fiscal year. The fiscal year will be from July 1st to June 30th.

27.02 Employees who have less than one (1) year of continuous service by June 30th of any year shall receive one (1) day per month vacation time off for each month of employment up to ten (10) days and shall receive pay at 4% of their gross earnings during the period of their employment.

12b2-1  
27.03 Employees who have completed one (1) year or more of continuous service by June 30th of any year shall receive two (2) weeks vacation with pay at their current pay rate.

12b3-3  
27.04 Employees who have completed three (3) years of continuous service by June 30th of any year shall receive three (3) weeks vacation with pay at their current pay rate.

12b4-7  
27.05 Employees who have completed seven (7) years of continuous service by June 30th of any year shall receive four (4) weeks vacation with pay at their current pay rate.

12b5-15  
27.06 Employees who have completed fifteen (15) years of continuous service by June 30th of any year shall receive five (5) weeks vacation with pay at their current rate of pay.

12c4  
27.07 Employees who have completed twenty five (25) years of service shall receive five (5) weeks of vacation plus one (1) day, and one (1) additional day for each year thereafter; for a total of five (5) days additional vacation.

27.08 Vacations may be taken any time during the year except for the period of December 23rd to January 2nd, unless by mutual agreement.

27.09 Vacation preferences will be submitted by the employee to his Department Head in writing by March 15th. The Department Head will post the Vacation Schedule by April 15th. If no preferences are submitted by the employee by March 15th, his vacation will be allotted by the Department Head on the basis of Departmental convenience only.

The Employer will consider the wishes of the employees concerned in order of employee's departmental seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Home. All vacations must be taken by April 30th of the following year, unless mutually agreed between the employee and management. In the event that an employee has been transferred from one department to another after vacation times have been selected in the department to which he is transferred, then, for the purpose of selecting vacation times he must give way to those already in that department for that particular year, notwithstanding his departmental seniority.

27.10(a) The employee has the choice of vacation pay before the vacation, or to have it on the normal pay day.

(b) All normal deductions are to be taken from the vacation pay.

27.11 Vacation allowance on termination shall be as provided for in the Employment Standards Act.

27.12 Advanced vacation pay must be for a minimum of one (1) week, and requested in writing at least two (2) weeks in advance.

**ARTICLE 28 - SICK LEAVE** 121

28.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to full time permanent employees on the basis hereinafter set forth.

28.02 Permanent employees who have successfully completed three (3) months of continuous service shall thereafter be entitled to sick leave.

28.03 Absence for injury payable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.

28.04 An employee shall be required to produce proof of sickness in the form of a medical certificate for any absence of more than three (3) days duration and may be required to produce such certificate for any absence for which sick leave is claimed.

3.05 When an employee has been directed by the Employer to provide the Employer with a medical certificate from a medical practitioner of the Employers choice, the Employer shall reimburse the employee, who has completed his or her probationary period, for one hundred percent (100%) of the cost of such certificate. For greater clarification the Employer is not required to reimburse an employee who is required by statute or regulation or other government directions or insurance carrier to provide medical certification.

28.06 The sick leave plan is as follows:

- (12i)
- (a) Each full time employee shall be entitled to a maximum of nine (9) days leave of absence with pay in any calendar year for incidental sickness or accident. Where an employee becomes eligible for benefits during a calendar year, he shall be entitled to a proportionate number of days leave of absence. Payment for leave of absence under this section shall only be made under the following conditions:

The Employer agrees to add nine (9) sick days for each full time employee, January 1, of each year to the balance of sick days to a total of twelve (12) days.

(i) The employee notifies the County in accordance with the provisions of By-law No. 3450. Payment for leave of absence shall not be made where notification was not received except where in the opinion of the County, there was a sufficient justification for the employee's failure to report.

(ii) The County reserves the right to request a medical certificate where a leave of absence occurs under this subsection and payment will not be made until a satisfactory certificate is filed with the County.

(iii) Sick leave days remaining in the Bank at the end of the year maybe taken as vacation days in the next year.

- (b) Each full time employee shall be entitled to a weekly indemnity payment where a leave of absence occurs due to sickness or accident equal to a sum of money equivalent to seventy-five per cent (75%) of the gross salary, to a maximum of \$500.00 per week, of the employee at the time of the occurrence, excluding sickness or accident benefits which are payable under the provisions of the Workers' Compensation Act. Benefits paid under the provisions of this sub-section shall extend for a period of seventeen (17) weeks and will be payable from the first (1st) day of accident or hospitalization and fourth (4) day of sickness. Each part time employee (as above)

14h shall receive \$220.00 per week for a period up to seventeen (17) weeks.

(c) Each full time employee shall be entitled to a long term disability payment which shall commence for those eligible following the expiration of the weekly indemnity payment and shall be equivalent to 75% of the gross salary of the employee, to a maximum of \$3,500.00 per month, at the time of the original occurrence, payable to the employee's normal retirement date or death, whichever comes first. Each part time employee (as above) shall receive \$900.00 per month.

(d) The benefits provided under the provisions of Section (b) and (c) above will be in accordance with and subject to the terms and conditions of the contract entered into by the County with the respective insuring agency.

(e) It shall be a condition of employment that all new employees, upon completion of three (3) months continuous service shall be required to join these benefit plans.

13a6,7/100% (f) The County shall pay 100% of the cost of the benefits.  
(see 28.06 b,c)

(g) The County undertakes to send out cheques by Courier as soon as they come in. The Home undertakes to send out forms by Courier as soon as they are received, to speed up processing.

#### ARTICLE 29 - HEALTH AND WELFARE

29.01 (a) The following provision shall cover both full time and part time (working four (4) shifts per pay or more).

3g (b) The Employer agrees to implement an Employee Assistance Plan.

(13a11) 29.02 The Employer agrees to pay 50% of the cost of O.M.E.R.S. which plan shall be compulsory for all permanent full time employees.

29.03 Extended Health Care 13a3/100% 13a8/100%

The Employer agrees to provide Extended Health Care Plan 10-20 deductible, no co-insurance, and the Employer further agrees to pay 100% of the premium cost of such plan. Vision care \$200.00 each twenty four(24)months.

29.04 The Employer agrees to provide a \$30,000.00 Life Insurance Policy for each full time and \$20,000 for each Part time employee in the Bargaining Unit, and the Employer further agrees to pay 100% of the premium cost. 13a1/100%

A living Benefit Option allowing a terminally ill employee (twelve(12) months or less to live) the option of receiving 50% of his/her life insurance to a maximum of \$25,000.00 upon application and medical proof of condition. The balance of the policy will be paid to beneficiaries upon death.

29.05 The Employer agrees to pay 100% of the cost of the premiums for all employees covered by this Agreement for the Dental Plan #7, based on the current O.D.A. fee schedule. ~~13051100%~~

Dental Plan, to include coverage for sealant up to sixteen (16) years of age one time only. Dentures and bridges, paid 100% by the Employer, limited coverage for dentures up to \$1500.00 with fifty percent (50%) of cost. (i.e. if dentures cost \$2000.00 the plan would pay 50% - \$1000.00).

29.06 Where a carrier is named in this Article, the words "or equivalent" are added.

#### **ARTICLE 30 - HEALTH AND SAFETY COMMITTEE**

30.01 There shall be a Health and Safety Committee at the Home made up of equal numbers of Management and Non-Management employees. Both parties to this Agreement shall co-operate reasonably in providing necessary information to enable the committee to fulfil its function and all employees of the Home shall co-operate fully in the observance of all safety rules and practices. The parties further agree that suitable subjects for discussion at the Joint Health and Safety Committee will include aggressive residents.

#### **ARTICLE 31 - WAGES**

31.01 During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

#### **ARTICLE 32 - UNIFORM ALLOWANCE**

32.01 If a uniform is required there shall be a uniform allowance for all employees. Full time employees shall receive \$100.00 per year. The choice of uniforms is to be the employee's preference, subject to the provisions of the established dress code. They may wear whites or pastels, dresses or pant suits subject to the provisions of the established dress code. Uniform allowance to be paid twice a year in July and December.

**ARTICLE 33 - SHIFT PREMIUM**

11c1,210,40\$1h

33.01 All employees who perform shift work shall receive a shift premium, in the amount of forty (40) cents per hour for the evening shift and night shift. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the Employee's straight time hourly rate.

33.02 Shift premium will be paid for any shift that commences or ends between 10:00 p.m. and 6:00 a.m.

**ARTICLE 34 - PRINTING AGREEMENTS**

34.01 The Employer agrees to share one-half (1/2) the cost of printing the Collective Agreements.

**ARTICLE 35 - WORKERS' SAFETY AND INSURANCE BOARD**

35.01 The Employer will pay for lost time on the day of the accident before compensation is paid, and such pay shall not be deducted from sick leave credits.

Seniority and Benefits shall continue during the period of absence due to work related illness or accident, for the term of absence.

**ARTICLE 36 - WORK OF THE BARGAINING UNIT**

36.01 Persons excluded from the Bargaining Unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the lay off, reduction or loss of hours of an employee in the Bargaining Unit, unless immediate attention is needed to safe guard a resident.

**ARTICLE 37 - NO CONTRACTING OUT**

1c2

37.01 No **employee** in the Bargaining Unit shall be laid off or suffer a loss of hours of work or pay as a result of the contracting out of Bargaining Unit work.

**ARTICLE 38 - UNION - MANAGEMENT MEETINGS**

38.01 Union - Management meetings shall be held every three (3) months.

**ARTICLE 39 - BENEFIT COVERAGE ON TRANSFER**

39.01 Transfer from full time to part time or vice versa, benefit coverage will be as follows

- (i) Full Time to Part Time (less than four (4) shifts per pay)
  - (a) must continue in OMERS
  - (b) do not qualify for any other benefits
  - (c) These employees have been receiving five percent (5%) in lieu of benefits because the County is continuing to match OMERS at the applicable rate.

ii) Part Time (less than four (4) shifts per pay) to Full Time

- (a) Receive ten percent (10%) in lieu of benefits up to the date of change.
- (b) OMERS becomes effective day one of the change.
- (c) Other benefits available at the County expense after a three (3) month waiting period.

Note: This waiting period can not be waived because it is a requirement of our contract with the Benefit Plan.

- (d) While serving this waiting period, the employee will receive five percent (5%) in lieu of benefits.

- (iii) Part time working four (4) shifts per pay or more will have no change in coverage as the coverage is the same as full time.

**ARTICLE 40 - EXPERIENCE PAY**

40.01 An employee hired by the Home with recent and related full time service (or comparable part time service), may claim, at the time of hiring on a form supplied by the Home at the time of hiring, consideration for such experience. Any such claim shall be accompanied by verification of previously related experience. The Home shall then evaluate such experience during the probationary period. The employee shall be slotted in the step of the wage progression consistent with one (1) year's service for every two (2) years of related experience (to a maximum of two (2) years related experience), on the completion of the employees probationary period. It is understood and agreed that this shall not constitute a violation of the wage schedule in the collective agreement, and credit will only apply on wages.

11a3

*A*

**ARTICLE 41 - TERMINATION**

41.01 This Agreement shall be in effect as of the 1st day of July, 1996, and shall remain in force until the 30th day of June, 2003, and shall continue to be in full force from year to year thereafter, unless in any year, not more than ninety (90) days and not less than thirty (30) days before the date of its termination, either party shall furnish the other with notice of termination of or proposed revision of, this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

Signed this 28th day of April 2005.

THE CORPORATION OF  
THE COUNTY OF SIMCOE,  
SUNSET MANOR, AND  
SIMCOE MANOR  
TRILLIUM MANOR

SERVICE EMPLOYEES INTER-  
NATIONAL UNION, LOCAL 204  
A.F.L.-C.I.O.-C.L.C.

*Dennis Foughley*  
Dennis Foughley  
Warden.

*Glen R. Knox*  
Glen R. Knox,  
Clerk

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

*Alice Burrows*

*A. Daley*

*Rosa Calverley*

*Webb Elliott*

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



FULL TIME WAGE SCHEDULE

SCHEDULE "A"

July 1/00 July 1/01 July 1/02

Aide (Housekeeping, Laundry, Dietary, Nursing)			
Probation	12.32	12.63	13.00
Start	14.80	15.17	15.62
1 Year	15.11	15.49	15.95
2 Years	15.40	15.78	16.25
Cook			
Probation	13.99	14.34	14.77
Start	17.33	17.76	18.29
1 Year	17.62	18.06	18.60
2 Years	17.91	18.36	18.91
Cook II			
Probation	13.12	13.45	13.85
Start	16.46	16.87	17.37
1 Year	16.75	17.17	17.68
2 Years	17.04	17.47	17.99
Maintenance/Trades			
Probation	13.88	14.23	14.66
Start	16.49	16.90	17.41
1 Year	16.78	17.20	17.72
2 Years	17.08	17.51	18.03
Maintenance			
Probation	13.23	13.56	13.97
Start	15.73	16.12	16.60
1 Year	16.11	16.51	17.00
2 Years	16.49	16.90	17.40
H.C.A.			
Probation	13.23	13.56	13.97
Start	15.73	16.12	16.60
1 year	16.11	16.51	17.00
2 years	16.49	16.90	17.41
Utility			
Probation	12.32	12.63	13.00
Start	14.80	15.17	15.62
1 Year	15.11	15.49	15.95
2 Years	15.40	15.78	16.25

	July 1/00	July 1/01	Adjustment	July 1/02
R.P.N.				
Probation	14.26	14.62	17.17	17.69
Start	16.75	17.17	17.34	17.86
1 Year	17.20	17.63	18.07	18.61
2 Years	17.60	18.04	18.49	19.04

### Retroactivity

Effective within two (2) pay periods following receipt of the Order by the Employer, the Employer agrees to make a retroactive payment for wages only based on hours worked. Employees who have left their employment will be notified by registered mail addressed to their last known address on file with the Employer. Entitlement to the retroactive payment is lost if it is not claimed within thirty (30) days of registration.

LETTER OF UNDERSTANDING

BETWEEN :

THE CORPORATION OF THE COUNTY OF SIMCOE,  
SUNSET/SIMCOE AND TRILLIUM MANORS, HOMES  
FOR THE AGED, SERVICE UNIT FULL TIME  
AND PART TIME

AND :

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L., C.I.O., C.L.C.

Hours of Work (Full Time)

Each employee shall have the option to work 8 - 9 or 10 shifts  
per pay Full Time: **801**

- (a) This shall be made available on a seniority basis and is suitable to:
  - (i) ten (10) percent of the people in the department or
  - (ii) the present practice in each department whichever is greater.
- (b) The option once exercised shall continue for twelve (12) months thereafter as a trial period.
- (c) Reassessed at the end of the trial period on an individual basis then renewed or discontinued.
- (d) The Employer has the right to limit numbers of employees in each department, but will try to accommodate wherever possible.

DATED THIS 28th DAY OF April 2005.

FOR THE EMPLOYER

Dennis Raghley  
Dennis Raghley,  
Warden

Glen R. Knox  
Glen R. Knox,  
Clerk

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

FOR THE UNION

A. Bailey  
Alice Burrows

Rosa Calverley  
Debra Elliott

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

ADDENDUM TO THE COLLECTIVE AGREEMENT  
COVERING THE PART TIME BARGAINING UNITS

BETWEEN:

THE CORPORATION OF THE COUNTY OF SIMCOE,  
SUNSET MANOR, HOME FOR THE AGED, AND  
SIMCOE MANOR, HOME FOR THE AGED

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L.-C.I.O.-C.L.C.

The terms and conditions of the full time Bargaining Unit Collective Agreement attached to this Addendum will apply to the part time unit, save and except as modified by this Addendum in the following manner:

**1. SENIORITY**

Part time to Full time

Where a part time employee is transferred to a full time position within the bargaining unit, he shall carry his seniority into the bargaining unit on a pro-rata basis.

Part time employees shall move up on the increment scale after they have completed 1875 hours (i.e. 1875 hours equals 1 year of service, so part-time employees shall move from start, to 1875 hours, to 3750 hours, to 5625 hours, as applicable).

**2. PAID HOLIDAYS**

There shall be recognized holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
3rd Monday in February	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Employees Birthday

Any employee who has worked for more than three (3) months for the Employer shall receive pay for the above noted holidays.

Part time employees that work two (2) days or more per week on a regular basis shall receive a full days pay for the paid holiday, with no need to perform work in the week of the holiday.

When any of the above named holidays falls on what would otherwise be a regular working day, or where any of the said paid holidays, other than Remembrance Day or Christmas Day, falls on a Sunday, and the day celebrated as a paid holiday in lieu thereof falls on what would otherwise be a regular working day, all employees shall receive such holiday without any deduction in salary, subject to the following conditions:

- (a) To be eligible for holiday pay an employee must work his full work day immediately preceding such holiday and his full work day immediately following such holiday, unless absent through proven illness or with the permission of the immediate supervisor outside the Bargaining Unit.
- (b) An employee who performs work for the Employer on any of the said paid holidays shall be entitled to be paid at time and one half (1 1/2) his regular rate for all time worked on such paid holiday plus a days pay.

If during the life of this Agreement, the Federal or Provincial Governments declare by statute or proclamation, a February holiday, the said holiday will replace the 3rd Monday in February, and will be added to the Article in the existing Collective Agreement dealing with Paid Holidays.

An employee who is absent on any of the above named holidays after being required to work forfeits all pay for that day unless absence is due to illness verified by a doctor's certificate, if required by the Employer, in which case the employee will receive straight time for such holiday.

If one of the above named holidays occurs on an employee's regular day off or during his vacation period, the employee will receive an additional day off in lieu thereof.

### 3. VACATIONS WITH PAY 14f

Vacations with pay will be granted in accordance with the following:

Vacation periods, calculations of pay, continuous service and pay distributions will be based on a vacation fiscal year. The Fiscal year will be from July 1st, to June 30th.

Employees who have less than one (1) year of continuous service at June 30th in any year, shall receive vacation pay equivalent to four per cent (4%) of their gross earnings during the period of their employment.

Employees who have completed one (1) year or more of con-

Continuous service by June 30th of any year shall receive two (2) weeks vacation with pay at four percent (4%) of their annual earnings.

Employees who have completed five thousand six hundred and twenty-five (5625) hours of continuous service by June 30th of any year shall receive three (3) weeks vacation with pay at six per cent (6%) of their annual earnings.

Employees who have completed thirteen thousand, one hundred and twenty-five (13,125) hours of continuous service by June 30th of any year shall receive four (4) weeks vacation with pay at eight per cent (8%) of their annual earnings.

Employees who have completed twenty eight thousand one hundred and twenty five (28,125) hours of continuous service by June 30th in any year, shall receive five (5) weeks vacation with pay at ten percent (10%) of their annual earnings. Effective 1992 one additional day for each 1875 hours to a maximum of 5 additional days at the applicable rate of %.

The Employer will consider the wishes of the employees in order of employees' departmental seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Home. All vacations must be taken by April 30th of the following year, unless mutually agreed between the employee and management. In the event that an employee has been transferred from one department to another after vacation times have been selected in the department to which he is transferred then, for the purpose of selecting vacation times he must give way to those already in that department for that particular year, notwithstanding his departmental seniority.

The Employee has the choice of vacation pay before the vacation, or to have it on the normal pay day.

#### Vacations with pay

The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay will not change unless the vacation pay changes the employees annual tax bracket.

Vacation allowance on termination will be as provided for in the Employment Standards Act.

. **SICK LEAVE AND HEALTH AND WELFARE** 14g. 14h

In lieu of Sick Leave and Health and Welfare Benefits, part time employees are to receive ten per cent (10%) of their annual earnings, to be paid in addition to any vacation pay and coincident with their vacation pay.

Any employee now receiving portions, or all of the Health and Welfare Benefits, paid by the Employer, including O.H.I.P., Blue Cross, etc., shall continue to receive these benefits paid by the Employer and in lieu of the additional benefits shall receive five per cent (5%) instead of the ten per cent (10%) mentioned in the above paragraph.

Each part time employee regularly scheduled to work four (4) shifts per pay or more shall be entitled to a maximum of six (6) days leave of absence with pay in any calendar year for incidental sickness or accident. Where an employee becomes eligible for benefits during a calendar year, he shall be entitled to a proportionate number of days leave of absence. Payment for leave of absence under this section shall only be made under the following conditions:

The Employer agrees to add six (6) sick days for each part time employee regularly scheduled to work four (4) shifts per pay or more, January of each year, to the balance of sick days to a total of nine (9) days.

**5. UNIFORM ALLOWANCE**

If a uniform is required part time employees shall receive five point two cents (5.2 cents) per hour for all hours worked, towards the cost of uniform replacement. The choice of uniforms is to be the employees preference subject to the provisions of the established dress code. They may wear whites, or pastels, dresses, or pant suits subject to the provisions of the established dress code. Uniform allowance to be paid twice a year in July and December on a separate cheque.

**6. HEALTH AND SAFETY COMMITTEE**

There shall be a Health and Safety Committee at the Home, made up of equal numbers of management and non-management employees. Both parties to this Agreement shall co-operate reasonably in providing necessary information to enable the committee to fulfil its function and all employees of the Home shall co-operate fully in the observance of all safety rules and practices.

. **WAGES**

During the lifetime of this Agreement, the Employer agrees to pay and the Union agrees to accept the scale of wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

8. Part-time employees that are not scheduled to work, who are on call in only, will not be requested to work more than two (2) weekends in four (4), if requested to work three (3) or more, the Employee will be paid at time and one-half (1 1/2) for all hours worked on the third and subsequent weekend(s) unless the Employer, notwithstanding its best efforts, was unable to meet this standard.

This premium pay does not apply when employees mutually agree to exchange shifts; or when an employee accepts or requests a shift at her or his choice; or when the employee is hired for only weekend work.

**9. CALL IN**

When an employee is called in to work for an unscheduled shift and is late arriving, he/she shall be paid for a full shift if a reason acceptable to the Employer is given.

The Employer will call in employees by order of seniority within the classification required, by calling the most senior employee on the most recent seniority list, with the least number of shifts, within the current pay period at the time of the call in until the list is complete. An employee who refuses a call will be deemed to have accepted for purposes of completing the list. Failure to call an employee according to this order shall not result in any payment to the employee or grievance by the employee for time not worked but shall result in such employee being called on the next occasion notwithstanding the employees' placement on the seniority list.



LETTER OF UNDERSTANDING

BETWEEN :

THE CORPORATION OF THE COUNTY OF SIMCOE,  
SUNSET/SIMCOE AND TRILLIUM MANORS, HOMES  
FOR THE AGED, SERVICE UNIT FULL TIME AND  
PART TIME

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L., C.I.O., C.L.C.

Article 19 - Bereavement Leave shall include in 19.01 - Step  
Parent.

Leave of absence for bereavement of other members of a family  
other than previously stated shall be at the discretion of the  
Administrator or his Assistant.

Signed this 28th day of April 2005.

FOR THE EMPLOYER

*D.M. Raughley*  
Dennis Raughley  
Warden.

*G.R. Knox*  
Gen R. Knox,  
Clerk.

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

FOR THE UNION

*Alice Burrows*  
A. Daley

*Rosal Calverley*  
Debra Emmott

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

LETTER OF UNDERSTANDING

BETWEEN :

THE CORPORATION OF THE COUNTY OF SIMCOE,  
SUNSET/SIMCOE AND TRILLIUM MANORS, HOMES  
FOR THE AGED, SERVICE UNIT FULL TIME AND  
PART TIME

AND:

SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 204  
A.F.L., C.I.O., C.L.C.

Shift Exchanges

It is agreed that the issue of shift exchanges (personal changes) will be referred to a Labour/Management Committee to address the format and the method of providing personal changes.

6e1

Signed this 28th day of April 2005.

FOR THE EMPLOYER

FOR THE UNION

Dennis Roughley  
Warden.

Alison Burrows

A. Borley

Glen R. Knox  
Clerk.

Rosal Calverley  
Debra Elliott