

AGREEMENT

BETWEEN

**THE CORPORATION OF THE CITY OF THUNDER BAY
HOMES FOR THE AGED**

AND

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA
(CAW – CANADA)
LOCAL 229**

FROM: JULY 1, 2004

TO: JUNE 30, 2007

LOCAL 229 UNION OFFICE

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INDEX

	Article No.	Page No.
Arbitration	XI	8
Authority of Arbitration Board	XI	9
Compensation of Arbitration Board	XI	10
Decision of the Board	XI	9
Failure to Appoint Chairman	XI	9
Notification of Name of Appointee	XI	9
Place of Hearing	XI	10
Time Limits	XI	9
Complaints	IX	6
Disciplinary Measures	IX	6
Consultation	XXXI	42
Corporation's Grievances	XIV	11
Definitions	II	1
Discharge Cases	XIII	10
Letters of Reprimand	XIII	11
Duration and Termination of Agreement	XXXII	42
Grievance Procedure	X	6
Extension of Time Limits	X	8
Time Limits	X	8
Policy Grievance	X	8
Health & Welfare		
Participation in Plans	XXVI	32
Dental Plan	XXVI	33
Early Retirement Benefits	XXVI	34
Group Life Insurance	XXVI	33
Semi-Private	XXVI	32
Vision Care	XXVI	33
Chiropractic Care	XXVI	33
Dentures	XXVI	33
Bereavement Leave	XXVII	36
Hours of Work and Overtime	XXII	25
Authorized Overtime	XXII	25
Call-Back	XXII	27
Payment for a Call Back	XXII	27
Call-In – Definitions	XXII	27
Call-In	XXII	27

	Article No.	Page No.
Days Off	XXII	25
Distribution of Overtime	XXII	25
Daylight Savings Time	XXII	26
Exchange of Shifts	XXII	26
Meal Break	XXII	26
Scheduling	XXII	25
Shift	XXII	27
Shift Differential	XXII	28
Student Hiring	XXII	26
Subsequent Shifts	XXII	25
Work Schedules	XXII	28
Job Classification and Wage Rates	XVIII	23
Retroactivity	XVIII	24
Job Postings	XVII	22
Layoff and Recall	XVI	15
Layoff and Recall Consultation	XVI	15
Labour Management Committee	XVI	15
Notice of Layoff	XVI	15
Layoff and Recall	XVI	17
Permanent Layoff	XVI	17
Temporary Layoff	XVI	18
Benefits on Layoff	XVI	21
Leave of Absence	XXVII	34
Bereavement Leave	XXVII	35
Education Leave	XXVII	39
Jury/Subpoena Duty	XXVII	39
Leave of Absence Without Pay	XXVII	35
Parental Leave	XXVII	38
SUB Plan (Parental Leave)	XXVII	38
Pregnancy and Parental Leave	XXVII	36
SUB Plan (Pregnancy Leave)	XXVII	36
Union Leave	XXVII	34
Letters of Reprimand	XIII	11
Meals	XX	24
No Contracting Out	XXVIII	40
No Strike or Lock-Out	VI	4
Observances	XXX	41
Occupational Health & Safety	XXIX	40
Safety Footwear	XXIX	41

	Article No.	Page No.
Workers Safety & Insurance Board Form	XXIX	41
Paid Holidays	XXIII	28
Payment of Wages	XIX	24
Probationary Period	III	2
Purpose of Agreement	I	1
Recognition	IV	3
Relationship	V	3
Reservations of the Home Management	VII	4
Functions	VII	4
Rights of the Corporation	VII	4
Safety Footwear	XXIX	41
Salary Schedule		43
Seniority, Termination	XV	11
Notice of Termination	XV	12
Notices	XV	12
Temporary Transfer Within the Bargaining Unit	XV	12
Temporary Assignment Outside the Bargaining Unit	XV	14
Termination of Service	XV	12
Transfer at Request of Employee	XV	13
Transfer by Corporation to Lower Classification	XV	14
Transfer Outside the Bargaining Unit	XV	14
Seniority Lists	XV	15
Sick Leave	XXV	30
Casual Sick Days	XXV	31
Long Term Disability	XXV	32
Proof of Disability	XXV	31
Short Term Disability	XXV	32
Sick Leave During Vacation Period	XXV	32
Vested Rights	XXV	31
Medical Certificates	XXV	32
Steward's Committee	VIII	5
Composition	VIII	5
Negotiating Committee	VIII	5

	Article No.	Page No.
Union Introduction During Orientation	VIII	5
Super Seniority	VIII	6
Sub Plan	XXVII	36
Uniforms	XXI	25
Vacations	XXIV	29
Witnesses and Inspection	XII	10
SCHEDULE "A"		43
LETTERS OF UNDERSTANDING:		
Re: Disabled Employees		45
Re: Overtime – Nursing Department Only		48
Re: Violence Against Women		50
Re: Workplace Harassment		51
Re: Offering Extra Shifts to PT Employees Nursing		56
Re: Offering Extra Shifts to PT Employees Nutrition & Foods		52
Re: Scheduling & Offering Extra Shifts to PT Employees Housekeeping		59
Re: Offering Extra Shifts to PT Employees Laundry		62
Re: Scheduling & Offering Extra Shifts to PT Employees Life Enrichment & Activation		64

THIS AGREEMENT made and entered into

this ____ day of _____, 2005.

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY,

hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION

AND GENERAL WORKERS UNION OF CANADA

(CAW – CANADA)

REPRESENTING CERTAIN EMPLOYEES OF THE CORPORATION

THROUGH ITS LOCAL 229,

hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I Purpose of Agreement

- 1.01 The purpose of this Agreement is to establish an orderly, collective bargaining relationship between the Corporation and those certain classifications of employees represented by the Union which will not interfere with the successful operation of the Homes for the Aged as public service institutions intended to provide accommodation for elderly people, pursuant to the provisions of the Homes for the Aged and Rest Homes Act, R.S.O. Chapter 174, and amendments thereto.
- 1.02 The parties agree that full-time and part-time employees will remain in and continue to negotiate as a single bargaining unit, but the terms and conditions of employment for part-time employees will be attached as an "addendum" to the Collective Agreement.

ARTICLE II Definitions

- 2.01 "Employee" shall include only such persons coming within the scope of the bargaining unit hereinbefore recited.

"Steward" shall mean an employee of the Corporation duly accredited as such by the Union.

"Administrator" shall mean Administrator of the Homes for the Aged.

"Probationary Employee" shall mean persons hired on trial to determine their suitability. Probationary employees shall not accumulate seniority.

"Full-time Employee" shall mean persons who have satisfactorily served the probationary period, and who are normally employed in full-time positions.

"Shift" shall mean seven point five (7.5) hours of work a calendar day and shall constitute a full working day for purposes of this Agreement.

In this Contract, "Department" shall mean the Homes for the Aged; "Section" shall mean the area of responsibility, e.g. Nursing, Dietary, Housekeeping, etc. Each Section may be divided further into "Units" based on work location.

"Gender Clause" For the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice versa as applicable.

"Classification" shall mean each position listed within each salary group of Schedule A.

"Health Care Aide" shall include those individuals who are employed and qualified as "Personal Support Worker" and "Orderly".

ARTICLE III Probationary/Seniority Period

3.01 Full-time employees will be on probation for sixty-five (65) days of work. Full-time employees will not have any seniority standing with the Corporation until they have completed the probationary period. It is agreed that the dismissal or layoff of the probationary employee shall not be made the subject of a grievance. Upon successful completion of the probationary period, the employee's service with the Corporation shall date back to the actual first day worked by the employee, and seniority shall accumulate in regular hours of work, and for the purposes of this agreement, one thousand, nine hundred and fifty (1,950) regular hours shall be equal to one (1) calendar year of seniority. This will apply to new employees, current seniority/service dates for current employees to remain as is.

Seniority will accumulate as follows:

1. All regular hours actually worked, exclusive of overtime hours, but including a regular shift worked on a statutory or Paid Holiday.

2. When in receipt of casual sick days, previously accumulated sick leave credits, short term disability or Workers' Safety & Insurance benefits.
3. When on authorized paid absences such as bereavement leave, jury duty, vacation, lieu time or education leave; and when on parental leave, pregnancy leave or on Union Office leave or on authorized Union leave.
4. In the case of part-time employees on vacation, parental/pregnancy leave or authorized union leave, beyond one (1) week, seniority will accumulate on the basis of twenty-two and one-half (22.5) hours per week.

Seniority will not accumulate when an employee is on:

1. Approved leave of absence or vacation without pay.
2. Sick leave without pay.
3. Unapproved leave of absence.
4. Terminated

3.02 A part-time employee changing to the status of a full-time employee shall retain his corporate service and seniority. Upon entering into a full-time employee status, he shall suffer no loss of wage rate and will then progress in seniority and wage rate increases in the same manner as other employees covered by this Agreement.

3.03 A full-time employee changing his status to that of a part-time employee shall retain his corporate service and his seniority. Upon entering into a part-time status, he shall suffer no loss of wage rate and will progress in seniority and wage rate increases in the same manner as other part-time employees covered by this Agreement.

ARTICLE IV Recognition

4.01 The Corporation recognizes the Union as the exclusive bargaining agent for all employees employed in its Homes for the Aged in the City of Thunder Bay, in the classifications listed in Schedule "A" hereto annexed and forming part of this Agreement, save and except students employed during their school vacation periods.

For the purpose of clarification, 'school vacation period' shall include the summer vacation period of May 15th until September 15, and the Christmas vacation period of December 15 until January 15.

- 4.02 The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE V Relationship

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.
- 5.02 It will be a condition of employment for all present and new employees completing the probationary period that amounts equivalent to regular monthly union dues will be deducted from their wages and remitted to the Union whether or not they sign applications for membership in the Union, such deductions to commence in the month following the month in which the employee was hired.
- 5.03 On or before the commencement of his or her employment, the Corporation will give to each new employee, a copy of the Union agreement.

ARTICLE VI No Strike or Lock-Out

- 6.01 The Union agrees that there will be no strike or collective action designed to restrict or limit output by the employees represented by the Union and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and resort to the grievance procedure established herein for the settlement of any complaint or grievance. Should there be a violation of this section, there shall be no discussion or negotiation of the matter in dispute between the said Corporation and the Union until normal work has been resumed.
- 6.02 The Corporation agrees there will be no lock-out of employees.

ARTICLE VII Reservation of the Home Management Functions

7.01 Rights of the Corporation: The Union acknowledges that it is the exclusive function of the Corporation:

- (a) to maintain order, discipline, and efficiency, and to establish, and from time to time alter, rules and regulations to be of such alterations in the rules and regulations observed by employees after reasonable notice has been given to the Union Committee; to decide on the number of employees needed by the Corporation at any time; and to decide the use of improved or changed methods and equipment.
- (b) to hire, transfer, promote, demote, lay-off, recall, assign duties, and suspend, discipline or discharge any employee for cause. Where the above rights are exercised in a manner which is inconsistent with the terms of this Agreement, they may be the subject of a grievance and dealt with under Articles X and XI of the Grievance and Arbitration Procedure.

ARTICLE VIII Stewards' Committee

8.01 The Corporation will recognize seven (7) Stewards in each Home, preferably from different sections of the Home. It will also recognize a union committee of Shop Stewards, the Unit Chair and the Vice-President/Local Director. Each Steward shall be elected by the employees or appointed by the Union President and each Steward shall be an employee of the Corporation who has completed the probation period.

One (1) bargaining unit employee from each Home shall be elected or appointed by the Union as Unit Chair and who may be the principal spokesperson for the Union. In the absence of a Shop Steward the Unit Chair shall function as a Shop Steward.

8.02 The Corporation undertakes to deal with the said Stewards' Committee with respect to any matter which properly arises during the term of this Agreement, e.g. settlement of complaints and grievances.

8.03 The Union will notify the Corporation (annually) in writing of the names of the Stewards. The list may be amended during the year as required. The Corporation will not be required to recognize the Stewards' Committee until it has been notified in writing by the Union of the names of the employees elected.

- 8.04 The Unit Chair and other Union Stewards will be allowed reasonable time off to carry on Union business only as such business pertains to this agreement. To conduct such business, the Stewards shall obtain permission from their Supervisor (or designate) before leaving their job or work area, and shall notify their Supervisor (or designate) upon their return. Such permission will not be unreasonably withheld.
- 8.05 Negotiating Committee: The Corporation will recognize a Negotiating Committee comprised of the Unit Chair from each Home and one additional member from each Home who shall receive their wages at the regular rate of pay for all time spent, during their regularly scheduled hours of work, in negotiations up to and including conciliation. If there is no representative (excluding the Unit Chair) from a home, the representative will come from a remaining Home.
- 8.06 Union Introduction During Orientation: It is agreed that a Unit Chair or designate will interview an employee or a group of employees for a period of up to fifteen (15) minutes to discuss the role of the Union. The interview will take place on one of the orientation days, at a time agreeable between the Unit Chair and the Supervisor.
- 8.07 The Corporation agrees that a Unit Chair, during his/her term, will be deemed to be the most senior in his/her classification for the purpose of layoff, providing that the Unit Chair is qualified and able to perform the work available within his/her classification. It is understood that there will not be more than one Unit Chair per home.

Should the Unit Chair be laid off from his/her classification, he/she shall exercise his/her rights in accordance with Article 16, Layoff and Recall.

ARTICLE IX Complaints

- 9.01 It is the mutual desire of the parties hereto that complaints of the Corporation or of the Employees will be adjusted as quickly as possible and it is understood that an Employee has no grievance until the complaint has been referred to the Employee's immediate Supervisor outside this Bargaining Unit.

- 9.02 Disciplinary Measures: Where an employee is called before a Supervisor, Department Head, or Administration, for the purpose of discipline, he will be informed that he has the right to have a union representative present.

ARTICLE X Grievance Procedure

- 10.01 All formal grievances arising between Employees and the Corporation will be dealt with in accordance with the following procedure:
- a) Step #1 - An employee having a grievance, or one designated member of a group having a grievance shall, following consultation with the Shop Steward, submit his grievance in writing to his immediate Supervisor, or, in the case of the Nursing Section, to the Director of Nursing who may designate to the Assistant Director of Nursing, within five (5) working days of when the occurrence took place, at which time the parties will attempt to resolve the issue. The Supervisor, Director of Nursing, or the Assistant Director of Nursing shall issue a written decision to the Grievor or Steward within five (5) working days following presentation of the grievance. If the decision of the Supervisor, Director of Nursing, or Assistant Director of Nursing is not satisfactory to the employee, then the grievance may be continued as follows:
 - b) Step #2 - Within five (5) working days after the decision is rendered at Step #1 or after the deadline upon which a decision would have been rendered, the employee and the Steward shall submit the written grievance to the General Manager, Community Services or designate. The Steward or designate, with or without the grievor present, and the Union Representative at the request of either party, will discuss the grievance with the General Manager, community Services or designate. The General Manager, Community Services or designate shall issue a written decision to the employee or Steward not later than seven (7) working days following the discussion. If the General Manager, Community Services' decision is not satisfactory to the employee, then the grievance may be continued as follows:
 - (c) Step #3 - Within five (5) working days after the decision is rendered at Step #2 or after the deadline upon which the decision would have been rendered, the Stewards' Committee will submit the written grievance to the City Manager or designate. The Stewards' Committee, with or without the grievor present, and the Union Representative at the request of either party, will discuss the grievance with the City Manager or

designate. The City Manager or designate shall issue a written decision to the employee or Stewards' Committee not later than ten (10) working days following the discussion.

- (d) It is agreed that the Local President or National Representative, or his Designate, shall act as a member of the Stewards Committee at the request of either the Union or the Corporation.
- (e) In meetings between the Stewards' Committee and Representatives of Management under the provisions referred to above, the Stewards' Committee may be accompanied by an International Officer of the Union. The Corporation likewise may be accompanied by such individual or individuals as they may desire.

Either the Corporation or the Union may require the employee or a member of the group of employees involved in the grievance being appealed, to be present at such meeting.

- 10.02 All grievance forms shall contain only one (1) grievance. Written, signed grievances shall contain a clear and concise statement concerning the alleged grievance, the people involved and the relief sought.

A grievance shall be returned to the Employee if it fails to comply with these requirements, and the employee shall have an additional five (5) days to refile the grievance in conformity with this section.

- 10.03 Time Limits: Grievances which proceed to the written stage must be filed within five (5) days from the date the cause of the grievance occurs or within five (5) days from the time the employee should have known of the occurrence of the event upon which the grievance is based.

Time limits shall be computed by excluding Saturdays, Sundays, Holidays and Employees' regular days off. Failure of the Union or the employee to meet time limits will cause the grievance to expire and that specific grievance shall not be further considered or reintroduced by that specific Employee or the Union on his behalf. Failure of the Corporation to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding

step, provided he presents the grievance at this next step within five (5) days after the expiration of the said time limits.

- 10.04 A policy grievance, which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in the Bargaining Unit, in regard to which an individual employee could not grieve, may be lodged by the Local-President/National Representative or his designated representative in writing to the General Manager, Community Services or designate at Step #2 of the grievance procedure or to the City Manager or designate at Step #3 of the grievance procedure, at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to Arbitration in the same manner and to the same extent as the grievance of an Employee.
- 10.05 The time limits fixed in the grievance procedure may be extended with the consent of the parties to this Agreement.

ARTICLE XI Arbitration

- 11.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) days following receipt of the answer from the City Manager or designate, notify the Corporation in writing of its desire to submit the difference or allegation to Arbitration. The Union and the Corporation may agree upon an Arbitrator to hear the matter, and for this purpose will exchange nominations. Failing agreement between the Union and the Corporation within six (6) days as to the Arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Corporation may inform the other party in writing of its desire to submit the matter to Arbitration by a three (3) person board and the notice shall contain the name of the first party's appointee to an arbitration board.

The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If either party fails to make the required appointments within the time designated, either party may request the Ministry of Labour Arbitration Services for the Province of Ontario to appoint a Chairperson.

No person may act as an Arbitrator who is a member of the Union or an Employee of either the Union or the Corporation or who has been directly involved in attempts to negotiate or settle the grievances.

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

- 11.02 Authority of Arbitration Board: It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- a) confirm the Management's action;
- b) reverse the Management's action;
- c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

No costs of any Arbitration shall be awarded to or against either party.

- 11.03 Compensation of Arbitration Board: The Union and the Corporation shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairperson or of a single Arbitrator.

- 11.04 Place of Hearing: Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Corporation.

ARTICLE XII Witnesses and Inspection

- 12.01 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Homes to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE XIII Discharge Cases

- 13.01 A claim by an employee that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the General Manager, community Services or designate, or with the City Manager or designate, within five (5) working days after the employee ceases to work for the Homes. Such grievance will be taken up at a special meeting with the Union Committee.
- 13.02 A discharge grievance may be settled through the grievance procedure, or at arbitration by:
- (a) Confirming management's action in dismissing the employee; or,
 - (b) reinstating the employee with full compensation for lost time; or
 - (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.
- 13.03 Letters of Reprimand: The Corporation agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than one (1) year prior to the date of the matters under current consideration, except in circumstances where disciplinary action has occurred within the one (1) year period. In the case of letters of warning relating to resident abuse the time period shall be two (2) years.

ARTICLE XIV Corporation's Grievances

14.01 It is understood that the Corporation may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its Officers or committee members or a member, which may affect the Corporation, and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the Local President of the Union or his designated representative.

If such a complaint is not settled to the satisfaction of the Corporation, the Local President of the Union or his designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Corporation, give a reply in writing to the Corporation. If the written reply has not settled the grievance to the satisfaction of the Corporation or if no written reply is received by the Corporation within ten (10) days after the mailing or delivery of the written grievance to the Local President of the Union or his designated representative, the Corporation may within ten (10) days after the receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to Arbitration in accordance with Article XI of this Agreement.

Unless otherwise agreed to in writing, the Corporation shall comply with the time limits set out in this clause respecting any Corporation's grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE XV Seniority, Termination

15.01 Termination of Service: Continuity of service shall be considered broken and employment terminated when an:

- a) employee quits;
- b) employee is absent from scheduled work for a period of three (3) or more consecutive days without notifying the Corporation of such absence and providing a reason satisfactory to the Corporation or without the consent of the Corporation;

- c) employee fails to report to work at the termination of a leave of absence or utilizes a leave of absence for a purpose other than for which it was granted;
- d) employee is absent for more than twenty-four (24) months because of lay-off;
- e) employee is discharged, which is not reversed through the grievance and arbitration procedure.

Each termination listed as above will be reviewed in relationship to the Human Rights Legislation.

15.02 Notice of Termination: Every employee shall give at least one (1) week's notice of termination.

The Corporation may compulsorily retire an Employee in accordance with the By-Law covering the Ontario Municipal Employees Retirement System Plan and no grievance may be lodged in connection therewith.

15.03 Notices: Any notice to any employee under this Agreement may be given personally or by prepaid registered post or equivalent addressed to the employee at his last address shown on the seniority list or on the payroll of the Corporation and such notice shall be deemed to have been given when delivered to the postal authorities.

15.04 Temporary Transfer Within The Bargaining Unit: When an employee who is qualified is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job. However, if the employee has previously held a position in the higher classification at the Homes, he shall be paid at the rate of his previous step within the higher classification.

15.05 Transfer at Request of Employee: Effective November 20, 2000 if an employee at her own request, or to avoid being laid-off, or is the successful applicant, transfers to:

- a) a lower paid classification, the employee shall be paid the rate in the lower paid classification that is closest to, but not higher than, the employee's rate of pay in the classification held prior to the transfer;
- b) an equal paid classification, the employee shall be paid the rate in the equal paid classification that is the same as the employee's rate of pay in the classification held prior to the transfer;
- c) a higher paid classification, the employee shall be paid the rate in the higher paid classification that is either;
- d)
 1. the same rate as the employee's rate of pay in the classification held prior to the transfer, or failing this,
 2. the rate that is next highest in relation to the employee's rate of pay in the classification held prior to the transfer.
 3. Notwithstanding the above, if the employee has worked in the higher classification at the Homes within the four year period prior to the date of transfer to the higher classification, all previous time worked within the higher classification during that four year period will be used to determine the appropriate pay step in the higher classification. The greater of this rate, as compared, as compared to the rate(s) contemplated in #1 and #2 above, will be implemented.
- e) The anniversary date for increment purposes shall commence from the date of transfer.
- f) This article applies to employees transferring into "regular" positions.
- g) This article also applies to employees who transfer into "temporary" positions, except that;
 - i) when the employee returns to her regular position from a "temporary" position that was in a different classification, (e.g. an employee returns to her regular RPN position from a "temporary" HCA position), her previous rate of pay and service in that regular position will be reinstated from where they left off;
 - ii) when the employee returns to her regular position from a "temporary" position that was in the same classification (e.g. an employee returns to her regular RPN position

from a "temporary" RPN position), her previous rate of pay and service in that regular position will be adjusted to include the time worked in the temporary position.

15.06 Transfer By Corporation to Lower Classification: If at the instance of the Corporation an employee is transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

15.07 Temporary Assignment Outside The Bargaining Unit: Effective on signing of collective agreement, if an employee is assigned to fulfil the majority of duties of a Supervisor during a period of absence in excess of one (1) day, and where such assignment would otherwise have been required as per established work schedules, the employee shall receive an allowance of three dollars and fifteen cents (\$3.15) for each shift from the time of assignment.

If the above assignment is for more than five (5) consecutive working days, the employee will receive a rate within the Supervisor's scale that is at least \$.50/hour above the employee's own rate of pay, retroactive from the start of the assignment. (The Supervisor's annual salary will be divided by 1950 working hours to determine applicable hourly rate). Assignments of supervisory duties shall not be divided to avoid payment of this clause.

Transfer Outside the Bargaining Unit: An employee who applies for and accepts a full-time promotion to a position outside the bargaining unit may be returned to her former position by the Corporation, or may return at her own request, within three (3) months of the date of promotion. An employee who returns to her bargaining unit position within three (3) months shall retain, but not accumulate seniority held at the time of transfer. Accumulation of seniority will resume upon return to the bargaining unit.

15.08 The Corporation may temporarily transfer an employee to a position outside of the bargaining unit, or an employee may apply for and accept a temporary transfer to a position outside the bargaining unit, for a period of up to six (6) months. An employee who temporarily transfers out of the bargaining unit shall retain but not accumulate seniority held at the time of transfer. Accumulation of seniority will resume upon return to the bargaining unit.

15.09 Seniority Lists: The Corporation shall supply the Union Office and Unit Chairs with a set of seniority lists by Section within each Home. The set of lists will be supplied twice annually (January and July), and posted in each Home.

ARTICLE XVI Layoff and Recall

16.01 Labour Management Committee: The Corporation and the Union agree that a Labour-Management Committee will be established for the purpose of discussing matters of mutual concern including but not limited to layoffs and potential grievance issues. It is understood and agreed that the committee will not discuss an issue which is the subject of a grievance under the terms of the Agreement. The Committee shall not address any issue which has been tabled for negotiations unless directed otherwise by both parties' negotiating committees.

With respect to layoffs, the Corporation will provide the committee with pertinent financial and staffing information and with a copy of any reorganization plan that would result in layoffs within the bargaining unit.

The Committee will be comprised of up to four representatives from the Union which shall include the Unit Chair or designate of each Home and the Union Representative, and up to four representatives from the Corporation. Each party shall appoint one of their representatives to be the co-chair of the Committee.

Meetings shall be held every month unless otherwise agreed by the parties. Co-chairs will be jointly responsible for establishing the agenda of the Committee meetings and preparing minutes and shall chair alternate meetings

Labour Management Committee Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

16.02 Notice of Layoff:

(a) Union: There shall be at least three months' notice to the Union in the event of a proposed layoff of permanent or long term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.

(b) Employees: The Corporation shall give each full-time 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, written notice of layoff in accordance with the following schedule:

	Less than 1 year	1 week
	1 year, but less than 3 years	2 weeks
	3 years, but less than 4 years	3 weeks
	4 years, but less than 5 years	4 weeks
	5 years, but less than 6 years	5 weeks
	6 years, but less than 7 years	6 weeks
	7 years, but less than 8 years	7 weeks
	8 years or more	8 weeks

In addition, in the case of a permanent layoff, said employees will be entitled to the following:

	9 years of service	9 weeks notice
	10 years of service	10 weeks notice
	11 years of service	11 weeks notice
	12 years of service or more	12 weeks notice

Such notice will be handed to the employee and a signed acknowledgment 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.

- (c) In all other cases of layoff, the Corporation shall give each employee in the bargaining unit who has acquired seniority, one (1) week's notice, provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure, or equipment breakdown).

- (a) In the event of a layoff, the Corporation shall layoff employee(s) in the reverse order of seniority within the classification and within the seniority group (full-time or part-time, as the case may be) on a bargaining unit wide basis, provided there remain on the job employees who then have the ability to do the work.

If, as a result of a layoff(s), another employee(s) must be transferred from one Home for the Aged to another and/or from one schedule of work to another, such may be carried out at the discretion of the Corporation, in reverse order of seniority within the classification. However, prior to exercising this discretion, the Labour Management Committee will be given the opportunity of identifying and proposing other alternatives pursuant to Article 16 of the collective agreement; any agreement between the Corporation and the Union resulting from a review of the Labour Management Committee's recommendations will take precedence over the Corporation's right to transfer employees under these circumstances.

- (b) Permanent Layoff: An employee who has received a notice of permanent layoff (a layoff of more than six (6) months) shall have the right to either:
- i) choose to accept the layoff, or if not accepted;
 - ii) displace the least senior employee in an equal or lower paid classification within the employee's seniority group provided the employee about to be laid off has successfully completed the probationary or trial period of such position and is able to perform the required work, or if this does not occur;
 - iii) displace the least senior employee in any classification in Group 1 within the employee's seniority group (in the case of an RPN layoff, an RPN shall also be given the option to bump the HCA and/or Orderly classification and in the case of a Maintenance Engineer layoff, a Maintenance Engineer shall also be given the option to bump the Maintenance Person classification), or if this does not occur;
 - iv) displace the least senior employee in an equal or lower paid classification within or outside of the employee's seniority group, provided the employee about to be laid off is able to perform the required work, or if this does not occur;

- v) if offered by the Corporation, accept a transfer into an equal or lower paid second subsequent vacancy within the employee's seniority group, in which there is a vacancy which the Corporation has determined must be filled and for which the employee is able to perform the required work. (It is understood that this provision prevails over the collective agreement's posting procedures).

For the purpose of Article 16.03 (3) (b), in the case of part-time employees who work on a "regularly scheduled" basis, the "least senior employee" shall mean:

The least senior employee who works on a regularly scheduled basis or the least senior employee who works on an as required, irregular basis.

For example, in the case of a part-time employee who works on a regularly scheduled basis, the employee would, subject to other provisions of Article XVI, be given the option to bump the least senior regularly scheduled part-time employee first and failing this, the option to bump the least senior employee within the applicable classification and seniority group. It is understood that part-time bumping options may be of lesser hours than the employee receives in the position s/he is being laid off from.

- (c) Temporary Layoff: An employee who has received notice of a temporary layoff (a layoff of up to six (6) months) shall have the right to either:
 - i) accept the layoff, or if not accepted;
 - ii) displace the least senior employee in an equal or lower paid classification within the employee's seniority group provided the employee about to be laid off has successfully completed the probationary or trial period of such position and is able to perform the required work, or if this does not occur;
 - iii) displace the least senior employee in any classification in Group 1 within the employee's seniority group (in the case of an RPN layoff, an RPN shall also be given the option to bump the HCA and/or Orderly classification), or if this does not occur;

- iv) displace the least senior employee in an equal or lower paid classification outside the employee's seniority group provided the employee about to be laid off has successfully completed the probationary or trial period of such position and is able to perform the required work, or if this does not occur;
- v) if offered by the Corporation, accept a transfer into an equal or lower paid second subsequent vacancy within the employee's seniority group, in which there is a vacancy which the Corporation has determined must be filled and for which the employee is able to perform the required work. (It is understood that this provision prevails over the collective agreement's posting procedures).

For the purpose of Articles 16.03 (3) (c), in the case of part-time employees who work on a "regularly scheduled" basis, the "least senior employee" shall mean:

The least senior employee who works on a regularly scheduled basis or the least senior employee who works on an as required, irregular basis.

For example, in the case of a part-time employee who works on a regularly scheduled basis, the employee would, subject to other provisions of Article XVI, be given the option to bump the least senior regularly scheduled part-time employee first and failing this, the option to bump the least senior employee within the applicable classification and seniority group. It is understood that part-time bumping options may be of lesser hours than the employee receives in the position s/he is being laid off from.

An employee must, within five (5) working days of receipt of the layoff notice, notify a representative of the Human Resources Department in writing of his or her intention to review and/or exercise the options as contemplated above. Employees failing to provide this notification within the above time limit will be deemed to have accepted the layoff and will forfeit bumping rights.

A bumping employee must always be senior to the employee he or she is bumping, and an employee who bumps pursuant to this article will be given orientation consistent with internal job-posting candidates.

- (d) If a vacancy requiring posting occurs within a laid off employee's original classification and same seniority group (full-time or part-time), within six (6) months from the date of layoff as specified on the layoff notice, the laid off employee will be recalled before a new

employee is hired, provided that the laid off employee is able to perform the required work.

Otherwise, when a vacancy requiring posting becomes available from within the bargaining unit, that vacancy and the first subsequent vacancy will be posted and filled in accordance with the posting procedures in the collective agreement.

However, if no applications to fill such vacancy are received from employees within the bargaining unit, or if the applicant or applicants are not, in the opinion of the Corporation, considered to be suitable for such vacancy, then the most senior employee from within either seniority group who is on layoff will be recalled before a new employee is hired, provided that the employee on layoff is able to perform the required work.

The most senior laid off employee within either seniority group will be recalled to other subsequent vacancies created as a result of the initial postings, before a new employee is hired, provided that the laid off employee is able to perform the required work.

Employees on layoff are responsible for contacting the designated representative of the employer in order to apply, if they wish, for posted vacancies.

- (e) An employee's ability to perform the required work for the purposes of this article means that the employee meets the qualifications of the position and is able to perform the tasks of the position upon completion of the trial period. When assessing an employee's abilities in this regard, it is agreed that the Corporation shall not act in an arbitrary or unfair manner.
- (f) It is the sole responsibility of the employee who has been laid off to notify the Corporation of his intention to return to work within five (5) 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 Corporation (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 Corporation.

- (g) A laid off employee shall be given an opportunity to fill a temporary vacancy within either seniority group, provided the Corporation has determined that the vacancy must be filled and provided the vacancy is beyond ten (10) working days and for less than three (3) months. The employee being temporarily recalled must be able to perform the required work. The Corporation will not be required to reissue a notice of layoff to a laid off employee recalled in this manner.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (i) In the event that a layoff commenced 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 layoff commenced.
- (j) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.
- (k) An employee who bumps into another position shall serve a trial period of sixty-five (65) working days. If during the trial period the Corporation does not consider the employee to be capable of performing the duties satisfactorily or if within the first fifteen (15) working days of the appointment the employee feels he or she cannot satisfactorily perform the duties, such employee will revert to previous layoff status and will be provided with one additional opportunity to exercise bumping opportunities pursuant to this Collective Agreement.

An employee who bumps into a second position and subsequently performance is unsatisfactory, will revert to previous layoff status but will retain recall rights except with respect to classifications in which the trial period was unsuccessful.

16.04 Benefits on Layoff: In the event of a layoff of a full-time employee, the Corporation shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

ARTICLE XVII Job Postings

17.01 SENIORITY FACTORS. When filling vacancies, the Corporation will consider:

- (a) skill, ability, experience, knowledge, training and physical fitness;
- (b) seniority.

However, having regard to the fact that the Employees are assisting in the operation of a Home for the Aged, the Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the Employees involved are relatively equal, will factor (b) govern. Having in mind the importance of operating the Home for the utmost benefit of its Residents, the Corporation shall be the judge of the qualifications in factor (a).

NOTE: Seniority, for job posting purposes only, is based on the applicant's seniority as at the end of the calendar month prior to the closing date of job posting.

17.02 In order to ensure that employees are given the opportunity of applying for inter-sectional transfers or promotions, the Homes agree to comply with the following procedures:

- a) When a vacancy expected to exceed three (3) months occurs in the Homes, or a new position within the bargaining unit is established, a notice will be posted in each Home, requesting applications, for a minimum of seven (7) calendar days. The posting shall stipulate classification, rate of pay, and current Home work location. A copy of the posting will be forwarded to the Unit Chairperson.

Full-time vacancies created by staff changes as a result of the above will also be posted as per the above. Part-time vacancies created by staff changes as a result of the above need not be posted.

The Unit Chairperson may contact the Sectional Supervisor to obtain the name of the successful applicant.

- b) If no applications to fill such vacancy are received from employees within the bargaining unit, or if the applicant or applicants are not, in the opinion of the Corporation, considered to be suitable for such vacancy, then the Corporation will fill the vacancy in any manner it sees fit.

An employee who applies for and receives a temporary position in excess of three (3) months will not be considered for subsequent temporary vacancies until the employee has completed the current temporary work assignment unless the temporary vacancy being bid is a promotion defined as Health Care Aide to Registered Practical Nurse or to a higher paid classification.

- c) (i) Vacancies which are not expected to exceed three (3) months need not be posted and may be filled at the discretion of the Corporation. The Corporation shall have the right to fill any vacancies on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee elected to fill the vacancy. No grievance may be filed concerning such temporary assignments.

(ii)

If the Corporation determines that a full-time vacancy will be filled and the vacancy is known to be for a period of more than one (1) month and up to three (3) months duration, the most qualified senior part-time employee in the classification within the home will be offered the full-time vacancy. Her part-time shifts will then be distributed to the remaining qualified part-time employees in accordance with the letter of understanding re: offering extra shifts to part-time employees for that section.

If the full-time vacancy is expected to be for a period of less than one (1) month the available shifts will then be distributed to qualified part-time employees in accordance with the letter of understanding re: offering extra shifts to part-time employees for that section.

- d) The successful applicant who fills a posted vacancy shall be given a sixty-five (65) working day trial and if at the end of the trial the Corporation does not consider the employee to be capable of performing his or her duties satisfactorily, the employee will be returned to his or her position and rate of pay. If, within fifteen (15) working days of his or her appointment, the employee feels he or she cannot satisfactorily perform the duties, such employee will be returned to his or her former position and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

ARTICLE XVIII Job Classification and Wage Rates

18.01 Schedule "A" shall be the basic wages for the classifications named therein during the life of this Agreement.

Employees having gained seniority shall advance steps upon the completion of six (6) months of service, one (1) year of service, and two (2) years of service within their classifications.

18.02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

18.03 Retroactivity: Retroactivity shall be paid for all hours paid by the employer to all employees on the payroll, as of June 29, 2001, to all new employees hired since that date and to all employees who have retired, or to the families of employees who become deceased on the basis of the negotiated or awarded rates. Retroactivity will be paid as soon as practical after signing the Collective Agreement.

If an employee has terminated his/her employment since June 29, 2001, the Employer shall advise the employee by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within which to claim any payment due to him/her. Failing claim for payment, the Employer shall not be further obligated for payment to such employee.

ARTICLE XIX Payment of Wages

19.01 All employees will be paid bi-weekly on every second Friday. In the event that a Statutory Holiday falls on a regular pay day, then employees will be entitled to be paid on the Thursday immediately preceding the normal pay day.

ARTICLE XX Meals

20.01 The parties hereto agree that in every instance the employee shall pay a fair price for any meals obtained which shall in no instance be less than the actual cost of furnishing such meals, and the said cost shall be computed by the Corporation. When employees bring their own meal, they shall use the designated dining area for the consumption of same.

- 20.02 Employees required to work more than two (2) hours of unscheduled work having worked a full tour, shall, after two (2) hours, receive a half-hour unpaid meal period and shall be provided with a meal or three dollars and fifty cents (\$3.50) if the home is unable to provide a meal.

ARTICLE XXI Uniforms

- 21.01 The Corporation will reimburse each full-time employee for the purchase of appropriate colour co-ordinates as per Homes (sectional) Dress Code, up to a maximum of one hundred dollars (\$100.00) per year, payable on the first anniversary date and each thereafter. The clothing allowance may include "Shoes". Employees will be required to submit receipts.

ARTICLE XXII Hours of Work and Overtime

- 22.01 (a) The normal working hours shall be seventy-five (75) hours for every bi-weekly pay period being an average of thirty-seven and one-half (37 1/2) hours per week. This means employees must report to their supervisors in uniform and remain in uniform for the full working shift. All full-time employees will rotate shifts.

Each employee shall be allowed two (2) consecutive days off each week except in case of emergency.

- (b) Authorized time worked in excess of seven and one-half (7.5) hours per day or seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of time and one-half (1 - 1/2) the employee's basic hourly straight time hourly rate of pay.
- (c) In computing the employee's hourly earnings for the purpose of overtime payment or deductions for absence, the annual salary, for the classifications appearing in Schedule "A", divided by One Thousand, Nine Hundred and Fifty (1,950) hours, in order to arrive at an hourly rate, and overtime shall be paid at one and one-half (1 1/2) times this figure.
- (d) Should a subsequent shift start within ten (10) hours following the end of an employee's previously scheduled seven and one-half (7 1/2) hour shift, overtime rates shall be paid for all hours worked on the subsequent shift.

However, subsequent Life Enrichment and Activation day shifts will be re-scheduled by the Supervisor, upon request by the employee, in order to ensure ten (10) hours off between shifts. It is understood the re-scheduled shift will be considered a normal shift of seven and one-half (7 1/2) hours duration.

The above shall not apply in the event of an emergency, or to previously scheduled shifts of less than seven and one-half (7 1/2) hours or to the Life Enrichment and Activation Department where employees are hired with the knowledge that they may be required to work on two (2) regularly scheduled seven and one-half (7 1/2) hour shifts that end and commence with less than ten (10) hours off.

Notwithstanding the above, the Corporation may allow an exchange of shifts at the request of two (2) employees, provided that approval is obtained in advance and that no additional cost, e.g. overtime rates, results from such exchange.

- (e) Each employee shall be allowed at least thirty (30) unpaid minutes for meals. Part-time employees who work a four (4) hour shift shall be entitled to a fifteen (15) minute rest break during their shift.
- (f) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Using the seniority list, employees will be offered overtime in descending order, commencing from the senior employee. Employees on vacation, sick leave, or any other approved leave of absence will not be offered overtime.

If overtime costs have to be incurred, then the Employer shall schedule the overtime opportunity at the least cost to the Corporation.

NOTE: This does not preclude the Corporation from asking staff to stay for an extended tour in situations where short notice is given.

- (g) Working schedules are to be posted two (2) weeks in advance.
- (h) Daylight Savings Time

During Daylight Savings time change-over, actual hours worked will be paid at straight time rates, i. e. Pay eight and one-half (8 1/2) hours for eight and one-half (8 1/2) hours worked, pay six and one-half (6 1/2) hours for six and one-half (6 1/2) hours worked.

- (i) Effective in 1993, prior to the Corporation hiring students to work during the summer vacation period, the Corporation shall offer such work to part-time employees of the Corporation who indicate their willingness to work full-time hours for the summer vacation period.
- (j) If through error, a part-time employee is missed in the offering of a straight time extra shift the employee will be offered the opportunity to work a mutually agreed straight time shift prior to the end of the next posting period. If through error, a part-time employee is missed in the offering of an overtime extra shift the employee will be offered the opportunity to work a mutually agreed straight time extra shift for which the employee will be paid the overtime rate prior to the end of the next posting period. If through error, a full-time employee is missed in the offering of an overtime extra shift the full-time employee will be paid the overtime rate on their next regularly scheduled shift.

22.02 Call-In - Definitions: Scheduling - the advance organization of work patterns of on and off duty hours for a set period of time.

Shift - the working time within a twenty-four (24) hour period.

Call-In: Where the call-in is requested within one-half (1/2) hour before the starting time of the shift and the employee commences work within one (1) hour of the call, and then the employee will be paid as if the entire shift had been worked.

Call-Back:

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a

regular shift at the rate of time and one-half (1 1/2) after which they shall revert back to the regular shift.

- b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half times (2 1/2) his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provisions set out above.

22.03 Shift Differential: All employees shall be paid a shift differential of forty-five cents (\$.45) per hour for all hours worked outside the period 8:00 a.m. to 4:00 p.m. Effective July 1, 2006 the shift differential will be fifty-five cents (\$.55) per hour.

22.04 Work Schedules: It is agreed that revisions to work schedules is properly a topic for consultation between the parties through the Labour Management Committee. Agreement to change schedules in consideration of operational requirements of the Homes shall not be unreasonably withheld by the Union.

ARTICLE XXIII Paid Holidays

23.01 Paid Holidays for Full-Time Employees: It is agreed that both parties to this Agreement Article XXIII - Paid Holidays recognize a provision for the following twelve (12) paid Statutory Holidays:

	New Year's Day	Civic Holiday
	Good Friday	Thanksgiving Day
	Easter Monday	Labour Day
	Victoria Day	Christmas Day
	July 1	December 26
	Heritage Day (third Monday in	Employee's Birthday

	February)	
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and that the provisions shall be administered in the following manner:

- (a) where Management scheduling permits, employees may receive up to ten (10) accumulated Statutory Holidays added to their scheduled vacation in place of paid holidays, or at such other times as may be arranged between the employee and his supervisor. Otherwise, accumulated Statutory Holidays may be used up a day or two at a time.
- (b) where an employee's birthday falls on February 29th in a year other than Leap Year, March 1st will be substituted for the birthday, and where an employee's birthday falls on another paid holiday or regular day off, another day will be substituted for the birthday holiday within thirty (30) days.
- (c) the Corporation agrees to pay one and one-half (1 1/2) times the regular rate of pay plus a fixed day's pay for all work performed on Christmas Day and New Year's Day. Employees will receive one and one-half times (1 1/2X) the regular rate for work performed on December 26.
- d) Employees are to be permitted to use two (2) paid lieu days during the Christmas period. Employees shall be required to submit requests for the above paid lieu days four (4) weeks prior to the actual lieu day desired.
- e) Full-time employees shall be permitted to take two (2) full stat holidays, a half (1/2) day at a time, at a time agreeable between the employee and the Supervisor, during each calendar year.
- f) The parties agree that should the July 1 holiday be proclaimed as being observed on some other day, employees shall observe and be paid for the holiday on July 1.

ARTICLE XXIV Vacations

24.01 Vacations with pay shall be granted to all employees on the following basis:

- a) All employees with one (1) year or more of continuous service will be entitled to receive two (2) weeks vacation with pay.
- b) All employees with three (3) years or more of continuous service will be entitled to receive three (3) weeks vacation with pay.
- c) All employees with eight (8) years or more of continuous service will be entitled to receive four (4) weeks vacation with pay.
- d) All employees with fifteen (15) years or more will be entitled to receive five (5) weeks vacation with pay.
- e) All employees with twenty-five (25) years or more of continuous service will be entitled to receive six (6) weeks vacation with pay.
- f) Employees terminating with less than one (1) year of service will be paid in accordance with the provisions of the Employment Standards Act.
- g) Vacation time will be allowed throughout the calendar year on a seniority basis within each section; however, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period. The Corporation will make the final decision as to the time that an employee will take his vacation after consideration has been given to the preference of the employee. Employees may not take more than twenty (20) days vacation during the period June 15 to September 15.

24.02 For the purpose of Article XXIV pay for annual vacation will be reduced proportionately by the extent an employee was on:

- a) unpaid leave of absence as per Clause 27.01 (b); or;
- b) union leave; or,
- c) lay-off

beyond thirty (30) calendar days and for each continuous thirty (30) calendar days thereafter, during the previous twelve (12) month period for which vacation entitlement was earned.

- 24.03 Where an employee is qualified to receive paid sick leave substantiated by a Doctor's certificate, bereavement leave with pay, or any other approved leave with pay during his period of vacation, there shall be no deduction from vacation credits for such absence. The days of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, as agreed between the employee and his Supervisor.

ARTICLE XXV Sick Leave

- 25.01 (a) The Corporation will provide a short-term and long-term disability plan, governed by plan policies, procedures and restrictions, and administered by an independent adjudicator. For information purposes, the plan is only for full-time employees and provides seventy percent (70%) of gross straight time pay for the first day of accident or hospitalization, and for the third day of illness for up to fifteen (15) weeks; thereafter, long term disability is provided on the amount of seventy-five (75%) percent of gross straight time pay, inclusive of Workers' Safety & Insurance and/or Canada Pension Plan disability benefits (exclusive of dependent benefits) until recovery (as defined by the plan) or retirement, whichever is sooner. The contents and administration of the plan shall not be made the subject of a grievance pursuant to this collective agreement.
- (b) Full-time employees shall be granted six (6) casual sick days on January 1st of each year to provide benefits for the first and second days of illness where the insured plan does not pay benefits.
- (c) Employees may opt to use previously accumulated sick leave credits in place of insured sick leave credits and/or casual sick days. Employees may also use accumulated sick leave credits for the first and second days of illness where the insured plan does not provide benefits and casual days have already been used.
- (d) Where employees opt to use previously accumulated sick leave credits, benefits will cease upon the sooner of recovery, termination or retirement.
- (e) Employees who claim sick leave benefits will be required to provide proof of disability as per regulations of carrier. Employees who become ill and claim any other paid or unpaid sick leave may be required to supply proof of disability to the Employer, and may be subject to periodic review thereafter.

- (f) Employees who have vested their sick leave credits prior to the implementation of the insured sick leave plan will keep their vested rights. No further employees may vest their sick leave credits and no further days will accumulate under the previous sick leave plan upon implementation of the insured sick leave plan.
- (g) Vested rights provide that, after five (5) years of continuous service and upon termination, retirement or death of an employee, in lieu of any unused credits for sick leave, the Corporation will pay to said employee or the beneficiary, one-half (1/2) of any unused portion of sick leave in cash, to a maximum six (6) month's salary.
- h) Absence for sickness or accident compensable by the Workers' Safety & Insurance Board will not be charged against sick leave credits.
- i) Should an employee become ill preceding his schedule vacation period, and should such illness continue into what would have been his vacation, all such time may be considered sick leave in which case the vacation period will be rescheduled at a later date mutually agreeable to the Corporation and the employee.
- j) Employees receiving STD/LTD or WSIB benefits will be deemed to have been paid for any paid statutory holiday which falls during the disability period.

25.02 The Home shall pay the full cost of any medical certificate required of an employee by the Home.

25.03 Employees claiming sick leave benefits through the STD or LTD plan who are required to provide proof of disability as per the regulations of the carrier shall be reimbursed for that proof of disability up to a maximum of \$50.00 per employee per calendar year. Employees will be required to submit receipts to the homes establishing proof of payment to qualify for reimbursement.

25.04 In the event of a delay in payment as provided in Article 25.01 (a) from the carrier, at the request of the employee, the employer shall provide an advance in the applicable amount provided in Article 25.01 (a) for up to four (4) weeks, on the pay day(s) that the delay occurs.

Upon approval and payment of the employee's claim or if the claim is not approved, the employee will repay the amount advanced.

ARTICLE XXVI Health & Welfare

26.01 The Corporation agrees to pay one hundred percent (100%) of the cost of the billing rate of the following benefits. The foregoing benefits apply only to those full-time employees on the payroll.

- a) Semi-Private ward accommodation supplemented by Canada Life Extended Health Care benefits or equivalent on the basis of 10 - 20 deductible (effective on the first day of the second month following signing of the collective agreement, EHC on the basis of 25 - 50 deductible);

Effective on the first day of the second month following signing of the collective agreement, the Corporation agrees to contribute to one hundred percent (100%) of the billed premiums covering Canada Life Extended Health Care Plan rider to provide for the reimbursement for Chiropractic Care -- fifteen dollars (\$15.00) per visit -- maximum of twenty (20) visits per year, per person (employee, spouse, and dependant children).

Effective (May 1, 2005), reimbursement for dispensing fees in the case of prescription drugs will be capped at \$8.00 per prescription, drug coverage will be amended to remove reimbursement for prescribed drugs that are otherwise available for purchase without a prescription (over the counter or off the shelf) and the plan will provide for generic drug substitution unless otherwise indicated by the employee's physician.

- b) The Canada Life Group Life Insurance Plan;
- c) (i) The Canada Life Dental Plan or its equivalent based on the previous year's O.D.A. Schedule of Fees. Effective (May 1, 2005), dental recall examination will be eligible once every 9 months.
- (ii) The Corporation agrees to contribute to the cost of replacement or repair of dentures for an employee on a 50/50 shared basis up to a maximum of three hundred dollars (\$300.00) in any one year (effective

on the first day of the seventh continuous month of employment). This will apply to all employees on the payroll who are eligible to enrol in the plan.

NOTE: For the purposes of clarification, it is understood the term “dentures”, applies to full dentures (i.e. full upper or full lower plates) which should not be construed to mean partials or bridges or crowns or braces, etc.

- d) In lieu of the unemployment insurance premium rebate for sick leave plan provisions, the Corporation will contribute to one hundred percent (100%) of the billed premium for, or cover the cost of eye-glasses (including frames and/or lenses, repairs and contact lenses) up to a total amount of one hundred and twenty dollars (\$120.00) Effective January 1, 2004, \$150.00 per person (employee, spouse and dependent children) in any period of twenty-four (24) consecutive months when provided on the written prescription of a medical doctor or optometrist, but not the cost of the eye examination. Sunglasses or eyeglasses for cosmetic purposes are not included. This benefit becomes effective for new employees following six (6) calendar months of employment.

The foregoing benefits apply only to those full-time employees on the payroll who have satisfactorily completed the probationary period and are eligible to enrol under the regulations of the aforesaid plans.

- e) A full-time employee who retires at the point of an unreduced early retirement under the most current OMERS qualifying service provision, after January 1, 2003, will receive semi-private hospital coverage (employee and spouse) and a prescription drug benefit. The Employer will pay one hundred percent (100%) of the cost of billing rate, from the date of unreduced early retirement to age 65. The maximum amount payable for the drug benefit in any calendar year will be \$1200.00 per employee, or a combined total between employee and spouse of \$2400.00. The drug plan does not include non-prescription drugs (i.e. over the counter drugs) or prescriptions for over the counter drugs.

Effective (May 1, 2005), reimbursement for dispensing fees in the case of prescription drugs will be capped at \$8.00 per prescription, and the drug coverage plan will provide for generic drug substitution unless otherwise indicated by the employee's physician.

ARTICLE XXVII Leave of Absence

- 27.01 (a) Union Leave: It is agreed that the Corporation will grant leave of absence without pay upon request to employees for attendance at Union Schools and conventions providing that at least two (2) weeks notice is filed with the Administrator.

It is agreed that employees granted such time off must be from various work locations to attend said union schools and/or conventions. The Corporation shall bill the Union for this time plus eighteen percent (18%) to cover the cost of benefits and administration.

- (b) The Corporation shall grant a leave of absence without pay upon request to a full-time employee who is elected or appointed to a full-time position with the CAW, providing that at least four (4) weeks written notice is filed with the Administrator. The leave shall be for up to three (3) years and may be renewed upon request. The Corporation shall bill the Union for this time plus eighteen percent (18%) to cover the costs of benefits and administration.

The employee agrees to notify the Corporation of his/her intention to return to work at least four (4) weeks prior to the date of such return.

The Corporation may at its discretion backfill the vacancy as per a temporary posting. At the end of such leave:

- i) Any employee from within the bargaining unit who was transferred or promoted as a temporary substitute for the employee on leave will be returned to his or her former position, as will any other employee from within the bargaining unit who was promoted or transferred by reason of the temporary substitution.
- ii) An Employee on leave for Union office shall accumulate seniority while on leave and maintain his/her rate of pay in the classification held prior to the leave. Upon completion of the leave, the Employee will return to his/her former position and rate of pay held prior to the leave. Incremental increases will be frozen during the period of the leave.

An additional application for such leave may be granted consistent with the Corporation's staffing requirements and providing it does not interfere with the effective and efficient operation of the Section.

An application for a leave of absence without pay by a full-time employee for a position with the CAW that is not full-time, or an application by a part-time employee for any position with the CAW, may be granted consistent with the Corporation's staffing requirements, it being understood that the CAW will be responsible for the employee's pay and benefits or in lieu of benefits amount in these approved applications.

An employee on such leave is required to maintain his/her competence in the event that he/she is to return to the workplace.

- (c) Leave of Absence without Pay: The Administration may grant a leave of absence without pay if an employee requests same in writing and if the leave is for good reason and does not interfere with the efficient operation of the department.

- 27.02 a) Bereavement Leave: An employee who notifies the Corporation as soon as possible following a bereavement shall be granted three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of the death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family.

The immediate family will be interpreted to be Mother, Father, Wife, Husband, Son, Daughter, Brother or Sister, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grandchild, Grandparents and legal guardian.

An additional two (2) days leave with pay will be allowed as travelling time for attendance at a burial that takes place two hundred (200) miles beyond the City of Thunder Bay.

- b) The Corporation will grant up to one (1) day off without loss of pay for regular hours for full-time employees required to attend a funeral for a member of his/her family not listed in (a) above, or to act as a pallbearer, provided the employee notifies and obtains the approval of his/her supervisor.

- 27.03 Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision. The requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous employment.

- (a) An employee on leave as set above who is in receipt of employment insurance pregnancy benefits pursuant to section 22 of the Employment Insurance Act, shall be paid a supplemental employment 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 employment insurance and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period and receipt by the Corporation of the employee's employment insurance cheque stub as proof that she is in receipt of employment 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 of work prior to the commencement of the leave times her normal weekly hours.
- b) The employee shall give her Employer two (2) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.
- c) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer four (4) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- d) The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- e) The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- f) Credits for service shall accumulate during the period of leave. Seniority shall accumulate during the period of leave.

- g) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- h) An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.
- i) An unpaid leave of absence shall be granted upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave for a period of up to six (6) months following the date the leave commenced, should the employee choose not to take Parental Leave.

27.04

Parental Leave:

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision. The requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous employment.

An employee on leave as set above who is in receipt of employment insurance Parental Leave benefits pursuant to section 23 of the Employment Insurance Act, shall be paid a supplemental employment 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 employment insurance and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, as applicable, and receipt by the Corporation of the employee's employment insurance

cheque stub as proof that she is in receipt of employment insurance Parental Leave benefits and shall continue while the employee is in receipt of such benefits for a maximum period of eight (8) to ten (10) weeks, as applicable. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day of work prior to the commencement of the leave times her normal weekly hours.

- b) It is understood that during any such leave, credit for seniority will accrue. Credit for service will accrue.
- c) During parental leave, an employee continues to participate in each type of benefit plan described below that is related to his or her employment unless he or she elects in writing not to do so.

For the purpose of the above, the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

During an employee's parental leave, the employer shall continue to make the employer's contributions for any plan described above unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

- d) An employee returning from Parental Leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available. The reinstatement right does not apply if the employment of the employee is ended for reasons unrelated to the leave.

27.05 Jury/Subpoena Duty: If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home on his regularly scheduled day off, the Home will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Home is unable to reschedule the employee and as a result he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to (a), (b) and (c) above.

27.06 Education Leave:

- a) If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.
- b) A leave of absence, without pay, to take further education related to the employee's work with the Corporation may be granted upon written application by the employee to the administration of the Corporation. 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.
- c) Where employees are required by the Corporation to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- d) Clause (a) is not applicable where recent graduates are hired subject to becoming certified as Registered Practical Nurse.

ARTICLE XXVIII No Contracting Out

28.01 The Corporation 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.

28.02 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies when regular employees are not readily available.

This provision shall not apply to students employed during the summer vacation period and Christmas vacation period.

28.03 Employment Agencies: Prior to enlisting the services of an employment agency, the Home will contact part-time staff who would normally perform the duties in question.

ARTICLE XXIX Occupational Health & Safety

29.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Homes in order to prevent accidents, injury and illness.

The Employer and the Union agree to abide by and follow the provisions of the Occupational Health & Safety Act, and any amendments thereto.

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

A worker representative from each Home will be appointed or elected by the Union for the Joint Health and Safety Committee and will serve for a term of three (3) years.

- 29.02 a) Where ever possible, the Corporation agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees.
- b) With respect to the current practice of providing protective clothing and safety devices, employees who are aware of clothing and/or safety device defects must notify the Supervisor of this fact. The Supervisor will take appropriate action.
- c) The Corporation will reimburse up to thirty-five dollars (\$35.00) per year to each full-time employee who is required by the Corporation to wear safety footwear during the course of his duties. Employees will be required to submit receipts.

29.03 Workers' Safety & Insurance Board Form:

The Right to View the WSIB Form 7: The employer agrees to supply the Union with a copy of the Workers' Safety & Insurance Board's Form 7 (Employee's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to it being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend, if necessary, any errors or omissions found on the Form 7.

ARTICLE XXX Observances

- 30.01 a) Minute of Silence: Employees Who Have Been Injured Or Fallen On the Job
The Union has requested that one minute of silence be observed by members each year for workers who have been injured or fallen on the job. The minute of silence will be observed the morning of April 28th, at 11:00 a.m. or such time as determined by the supervisor to have the least disruption to resident services.
- b) Minute of Silence: Violence against Women
The Union has requested that one minute of silence be observed by members each year for issues of violence against women. The minute of silence will be observed the morning of December 6th, at 11:00 a.m. or such time as determined by the supervisor to have the least disruption to resident services.

ARTICLE XXXI Consultation

- 31.01 On the request of either party, the parties shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

ARTICLE XXXII Duration and Termination of Agreement

- 32.01 This agreement shall continue in full force and effect for a period of three (3) years from and after the 1st day of July, 2004 until the 30th day of June, 2007, and shall continue automatically thereafter during annual periods of one (1) year each unless or until either party notifies the other not more than ninety (90) days and not less than sixty (60) days preceding the expiration date of the Agreement in writing, that it desires to amend or terminate this Agreement.

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act, 1960 and any amendments thereto.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this _____ day of _____, 2005.

CAW UNION,
LOCAL 229:

THE CORPORATION OF THE CITY OF
THUNDER BAY:

_____ MAYOR

_____ CITY CLERKS

CAW UNION, LOCAL 229, SALARY SCHEDULE

CITY OF THUNDER BAY - HOMES FOR THE AGED

July 1, 2004 - June 30, 2007 Schedule "A"

<u>CLASSIFICATION</u>		<u>START</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Group					
#1					
Dietary Aide, Housekeeping Aide, Laundry Aide, Laundry Porter, Seamstress, Potwasher					
July 1, 2004	2.50%	17.1085	17.2127	17.3169	17.4211
July 1, 2005	2.50%	17.5362	17.6430	17.7498	17.8566
July 1, 2006	2.50%	17.9746	18.0841	18.1935	18.3030
Group #2					
Laundry Courier, Laundry Washer, Senior Laundry Washer					
July 1, 2004	2.50%	17.5149	17.6186	17.7230	17.8270
July 1, 2005	2.50%	17.9528	18.0591	18.1660	18.2727
July 1, 2006	2.50%	18.4016	18.5106	18.6202	18.7295
Group #3 (a)					
Health Care Aide, Orderly, Unit Support Worker					
July 1, 2004	2.50%	18.0217	18.2633	18.5048	18.7466
July 1, 2005	2.50%	18.4722	18.7199	18.9675	19.2153
July 1, 2006	2.50%	18.9340	19.1879	19.4416	19.6957
Group #3 (b)					
July 1, 2004	2.50%	17.7159	17.8199	17.9241	18.0281
July 1, 2005	2.50%	18.1588	18.2654	18.3722	18.4788
July 1, 2006	2.50%	18.6128	18.7221	18.8315	18.9408
Group #4					
July 1, 2004	2.50%	18.8472	18.9709	19.0955	19.2196
July 1, 2005	2.50%	19.3184	19.4452	19.5729	19.7001
July 1, 2006	2.50%	19.8013	19.9313	20.0623	20.1926
Group #5					
Third Cook					
July 1, 2004	2.50%	19.0241	19.1468	19.2715	19.3956
July 1, 2005	2.50%	19.4997	19.6255	19.7533	19.8805
July 1, 2006	2.50%	19.9872	20.1161	20.2472	20.3775
Group #6					
Second Cook					
July 1, 2004	2.50%	19.3904	19.5138	19.6372	19.7607
July 1, 2005	2.50%	19.8752	20.0017	20.1281	20.2547
July 1, 2006	2.50%	20.3721	20.5017	20.6313	20.7611
Group #7					

First Cook, Maintenance Person, Dietary Storekeeper Receiver,
Storekeeper Cleaner Housekeeping

July 1, 2004	2.50%	20.0241	20.1587	20.2927	20.4270
July 1, 2005	2.50%	20.5247	20.6626	20.8001	20.9377
July 1, 2006	2.50%	21.0378	21.1792	21.3201	21.4611

Group #8 (a)

Non-registered Practical Nurse

July 1, 2004	2.50%	19.6122	19.8744	20.1367	20.3991
July 1, 2005	2.50%	20.1026	20.3713	20.6402	20.9091
July 1, 2006	2.50%	20.6051	20.8806	21.1562	21.4318

Group #8 (b)

Maintenance Engineer, Registered Practical Nurse, Therapeutic Recreationist
Restorative Care Worker (pending job review)

July 1, 2004	2.50%	20.0241	20.2927	20.5610	20.8297
July 1, 2005	2.50%	20.5247	20.8001	21.0750	21.3505
July 1, 2006	2.50%	21.0378	21.3201	21.6019	21.8842

LETTER OF UNDERSTANDING

- between -

SERVICE EMPLOYEES UNION LOCAL 268

- and -

**THE CORPORATION OF THE
CITY OF THUNDER BAY**

RE: Disabled Employees-

This letter of understanding outlines principles and procedures under which placement of disabled employees can be made and applied to cases where the disabled employee is unable to return to his or her regular position. This letter does not supersede either party's collective agreement and/or other legal rights and obligations under applicable legislation.

Principles:

1. Rehabilitation and the duty to accommodate disabled employees involve responsibilities and obligations shared between the Employer, the Union, and those who are disabled. Reasonable accommodation may require collective agreement amendments (subject to agreement by authorized representatives of the parties), and may require worksite and/or equipment alterations, or alterations to job duties. Accommodation shall not have a significant, adverse effect on the disabled worker or other workers within the bargaining unit, and shall not cause undue hardship to the Employer. The co-operation of all parties is necessary to reach the goal of integrating the employee back into the workplace.
2. Workers who are in receipt of authorized sick leave, short-term disability or Workers' Safety & Insurance Board benefits and are unable to perform all or part of their regular duties are eligible to be considered for placements.
3. The parties may discuss accommodation in the form of finite, temporary placements or permanent placement. However, it is understood that this Letter does not obligate or require that the Employer create work and/or temporary/full-time positions.

4. Placement of employees to and from other bargaining units or employee groups will be considered when there are no suitable disabled employees or jobs available from within the bargaining unit.

Procedures:

1. A Placement Committee shall be established to deal with placements. The Committee shall consist of two (2) Union representatives and two (2) Employer representatives. The Union's representatives shall have jurisdiction to make final and binding decisions on behalf of the bargaining unit with respect to placement/accommodation arrangements.
2. When the Corporation seeks an accommodated work placement within the bargaining unit, the Placement Committee will meet to discuss same.
3. Placements will be reviewed with regard to accommodation within the principles set forth above.
4. Rates of pay assigned to positions utilized under this letter will be as provided for in the Collective Agreement or, in the case of new or significantly modified positions, as determined by the parties. (The rate of pay will be initially determined by the employer). When the rate is approved, and if it results in a rate increase, such will be retroactive to the date of appointment. Where an agreement on the rate cannot be reached in an expeditious manner, the rate may be subject of a grievance.
5. Seniority will commence or continue to accumulate in accordance with the applicable collective agreement. A disabled worker who is placed into a position will serve a trial period as agreed to by the parties, during which time the parties will monitor and/or assess the success of the placement. If the disabled worker is adversely affected by the placement, at any time, she/he will notify the Supervisor and Placement Committee at which time the placement will be reassessed. Additional reviews may be carried out as required.
6. Subject to the conditions of this Letter, the placed, disabled worker shall be governed by normal collective agreement provisions.

Dated this ____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

TERMS OF SETTLEMENT
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY - HOMES FOR THE AGED
AND
SERVICE EMPLOYEES UNION, LOCAL 268

Re: Nursing Department Only – Overtime

The parties agree the following is full and final settlement of Grievance #G-95-49 (Nancy Taylor - Overtime) and #G-95-50 (Policy - Overtime Distribution)

The parties agree that for the purposes of Article 22.01 (f) of the Full-time Agreement and 21.01 (e) of the Part-time Addendum, the NOTE will be interpreted to mean the following:

This does not preclude the Corporation from asking on-site staff in the work area unit (i.e. P/R 1 & 4) to stay for an extended partial or full tour in situations where the Corporation has received less than three (3) hours notice of being absent from the employee prior to the start of the employee's scheduled shift.

These overtime shifts will be distributed in an equitable manner* amongst employees within the classification in the affected work area unit. If no employee is available within the work area unit, then employees within the classification who work in the particular Home will be offered the overtime work.

However, no employee will be offered overtime shifts of either short notice or as per the language in 22.01 (f) and 21.01 (e) if as a result it would cause an employee to work their next regular shift within ten (10) hours of the overtime shift. In this case, the Employer will offer the shift to the next senior employee in the work area unit. If overtime costs have to be incurred, then the Employer shall schedule the overtime opportunity at the least cost to the Corporation.

In all other instances where notice of absence exceeds three (3) hours, overtime will be distributed as per the guidelines indicated in 22.01 (f) of the Full-time Agreement and 21.01 (e) of the Part-time Addendum. In other words, overtime shifts which become available after three (3) hours notice will

be distributed in an equitable manner* amongst employees within the classification at the particular Home.

* Equitable manner means the Employer always offers shifts to the senior available employee. The offers are not rotated through the list, rather the senior available employee shall always receive the offer. However, for those employees who wish to waive their right to all overtime opportunities must do so by submitting such in writing to their respective Director of Nursing.

The Employer will ensure that all staff who are responsible for replacement shifts will be notified of this process. The Employer will post the process in a conspicuous place for all staff to see.

This agreement is on a without prejudice or precedent basis to both parties' respective positions in this matter, or any other matter of a similar nature.

Dated this _____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")

AND

CANADIAN AUTO WORKERS, LOCAL 229 (THE "UNION")

Re: Violence against Women-

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

Dated this ____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

JOINT STATEMENT

WORKPLACE HARASSMENT

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

CANADIAN AUTO WORKERS, LOCAL 229

The Corporation and CAW agree that all staff have the right to work in an environment free of harassment, and that all employees are expected to treat others with dignity and mutual respect and to discourage harassment. Harassment is defined under the Ontario Human Rights Code as “engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, because of race, ancestry, place of origin, citizenship, creed, age, record of offences, marital status, family status, or handicap. It can be generally described as verbal, visual, or physical conduct that is likely to cause offence or humiliation, or might reasonably be perceived as placing a condition on employment.

Employees who believe that they have been harassed should tell the individual that his or her behaviour is unwelcome and ask him/her to stop. Employees may also make a complaint by reporting the situation to their supervisor/management or Union Representative. Employees are entitled to obtain Union representation with either approach.

Employees can pursue all avenues under the Corporation's policies on Harassment.

Dated this _____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")
AND
THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")

**Re: Scheduling and Offering "Extra" shifts to Part-time Employees in the Nutrition and Foods
(excluding Cook shifts) Section**

Scheduling

Subject to operational requirements:

1. Schedules for part-time Employees will be configured using a block format. Schedules will endeavour to rotate every four (4) week period.
2. Part-time rotations may include single days or up to two (2) days off per week to allow for the scheduling of one weekend off every four (4) weeks for regularly scheduled part-time employees.
3. Part-time regular shifts will be equally distributed up to a maximum of 22.5 hours per week between all regularly scheduled part-time employees for each pay period.
4. "Extra shifts" known prior to the posting of the schedule will be assigned by seniority to part-time employees up to but not exceeding regular full-time hours.
5. "Extra shifts" that become available after the working schedule has been posted will be offered by seniority to all part-time employees up to but not exceeding regular full-time hours. (Note: An established full shift or part shift will not be offered where it would result in exceeding the full-time hour threshold for the employee.)
6. "Extra shifts" will include vacations, leaves of absence, bereavement leaves, statutory holidays and sick days.
7. Regular hours will be identified on the schedule using "black" ink.
8. Extra hours will be identified on the schedule using "green" ink.
9. Days off will be identified on the schedule as shaded or grey.

10. Any changes made to the schedule after the schedule has been posted or any overtime shifts awarded will be identified on the schedule in "red" ink.
11. All schedules will be posted in the Kitchen and will remain posted subject to when the Supervisor is working on the schedule.
12. Employees will only be allowed to trade shifts twice (2) per every four (4) week rotation.
13. Request for a shift trade must be submitted to the Supervisor at least forty-eight (48) hours prior to the start of the trade. It must occur within the same pay period; be signed by both the individuals agreeing to the trade and must be approved by the Supervisor.
14. Where possible, trades are for equivalent work time (shift).
15. Employees will not be allowed to give away any shifts that have been assigned on the schedule. Should an employee be unable to work an assigned shift for any reason, they are required to notify the Supervisor.

Process

1. When offering "extra" shifts that become available after the working schedule in Article 22.01 f) (PT) is posted and during the two week period of the posted schedule, the following will occur on a Home- specific basis:
 - a) The most senior part-time employee in the classification within the Home will be called where an "extra" shift(s) requires replacement. The employee may accept the number of "extra" shifts that will bring her hours up to seventy-five (75) in a bi-weekly pay period. A shift(s) will not be offered where the employee is already scheduled to work that day, or where the employee is on vacation or other authorized leave, or where overtime will be incurred. Where the employee has made her selection and additional coverage is required, the next senior part-time employee will be called.
 - b) Where the employee is already scheduled to work a shift that is less than (7.5) hours, an offer to exchange that shift for a shift of greater hours will not be made.
 - c) The work schedule posted for the Home will be used to identify the availability of an employee for an extra shift(s). An employee will be considered for extra shifts in the classification with the Home unless she indicates in writing that she not to be considered.
 - d) The most recent seniority list posted in accordance with Article 15.09 will be used to identify the seniority of part-time employees in the classification within the Home.

- e) If the employee cannot be reached or declines the shift(s), the next senior part-time employee will be called.
 - f) The date and time of the call, the shift required, and the employee's response will be recorded, i.e. if there is no answer, "no answer" will be recorded; if the employee is unable to come in, "N/A" will be recorded. A message will be left, if possible, outlining the reason for the call and advising that the Home will be continuing down the seniority list.
 - g) If an employee is unable to attend a shift that has been obtained through an offer, they must advise their Supervisor so that a replacement may be found. Employees will not be allowed to give away or trade these shifts.
 - h) Where the above procedure is followed and a shift(s) still require replacement, the other Homes may be contacted for part-time employees within the classification. Employees who wish to be considered for extra shifts within other Homes will indicate their availability in writing. Hours worked in any of the Homes are counted toward total time worked in bi-weekly pay period.
 - i) The Corporation may ask the most senior staff working a part shift to stay/report early for an extended tour in situations where the Home has received notice that an employee will be absent with less than seven and one-half (7.5) hours from the start of the employee's shift, providing this does not incur overtime.
 - j) Overtime distribution will be in accordance with Article 22.01 e) (PT).
2. It is understood that part-time employees who accept extra shifts that bring their hours up to seventy-five (75) in a bi-weekly period maintain their part-time status.
 3. It is understood that this Letter implies no guarantee of hours of work for part-time employees.

Seniority for Bidding Rotations

1. Initially, incumbent Employees will be allowed to utilize their seniority to bid on available shift rotations prior to the implementation of the new rotations slated to begin November 30 each year.
2. When a vacancy is posted, it is understood that the position being bid includes the rotation that was vacated on the schedule. Employees successfully bidding the posted position will not

be allowed to utilize their seniority to claim a different shift rotation having the effect of displacing another employee on the work schedule.

3. No later than November 1 each year shift schedule rotations will be posted for re-bidding by incumbents in the position by seniority. The results of such bidding will be implemented effective with the February schedule for the following year.

Signed at Thunder Bay this _____ day of _____, 2005.

CAW UNION LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING**Between****THE CORPORATION OF THE CITY OF THUNDER BAY (the “Corporation”)****And****THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(the “Union”)****Re: Offering “Extra” Shifts to Part-Time Employees – Nursing Section****Preamble**

The parties recognize that the RPN classification and the HCA classification are separate and distinct classifications, and that an RPN who replaces a HCA shift is expected to perform only the duties and responsibilities of a HCA and will be paid the HCA rate in accordance with 15.05 (PT). It is further understood that the use of a combined RPN/HCA seniority list as outlined below is solely for the purpose of distributing extra HCA shifts.

1. When offering "extra" RPN and/or HCA shifts that become available before and after the working schedule in Article 22.01 f) (PT) is posted, the following will occur on a Home-specific basis:

- a) The most senior part-time employee in the classification within the Home will be called where an "extra" shift(s) requires replacement.

Note: The order of offering "extra" shifts will be first to the Regular Scheduled Part-time by seniority within the classification within the Home then to Irregular Scheduled Part-time within the classification within the home.

The employee may accept the number of "extra" shifts that will bring her hours up to seventy-five (75) in a bi-weekly pay period. A shift(s) will not be offered where the employee is on vacation or other authorized leave, or where overtime will be incurred. Where the employee has made his/her selection and additional coverage is required, the next senior part-time employee will be called.

- b) The work schedule posted for the Home will be used to identify the availability of an employee for an extra shift(s). An employee will be considered for extra shifts in the classification on all units within the Home unless she indicates in writing that she is not to be considered.
- c) The most recent seniority list posted in accordance with Article 15.09 will be used to identify the seniority of part-time employees in the classification within the Home.
- d) If the employee cannot be reached or declines the shift(s), the next senior part-time employee will be called.
- e) The date and time of the call, the shift required, and the employee's response will be recorded, i.e. if there is no answer, "no answer" will be recorded; if the employee is unable to come in, "N/A" will be recorded. A message will be left, if possible, outlining the reason for the call and advising that the Home will be continuing down the seniority list.

- f) If an employee is unable to attend a shift that has been obtained through an offer, they must advise their Supervisor or Scheduling Officer so that a replacement may be found.
- g) Where the above procedure is followed and a shift(s) still require replacement, the other Homes may be contacted for part-time employees within the classification. Employees who wish to be considered for extra shifts within other Homes will indicate their availability in writing. Hours worked in any of the Homes are counted toward total time worked in bi-weekly pay period.
- h) The above does not preclude the Corporation from asking staff to stay for an extended tour in situations where the Home has received notice that an employee will be absent less than seven and one-half (7.5) hours from the start of the employee's shift, providing this does not incur overtime.
- i) Overtime distribution will be in accordance with the Letter of Understanding Re: Nursing Department Only – Overtime.
- j) Emergent Situation: The parties agree that in an emergent situation and prior to the payment of overtime, the Corporation will be allowed to utilize the following measures to ensure the availability of sufficient staff for the delivery of patient care:
 - i) HCA's who are qualified as RPN's will be allowed to be utilized in order of seniority to fill RPN Shifts. HCA's will be paid the appropriate RPN rate of pay with performing these duties.
 - ii) When there are no RPN's available from another floor and having exhausted the call-in list and the offering of overtime, additional HCA's may be called in as extras to the floor. HCA's will not be utilized as replacements for the RPN or to perform the work of an RPN.

Note: It is not the intent of the parties to utilize this Article to erode the RPN classification.

2. It is understood that the part-time employees who accept extra shifts that bring their hours up to seventy-five (75) in a bi-weekly pay period maintain their part-time status.

3. It is understood that this Letter implies no guarantee of hours of work for part-time employees.

Signed this ____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING**BETWEEN****THE CORPORATION OF THE CITY OF THUNDER BAY (THE “CORPORATION”)****AND****THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE “UNION”)****Re: Housekeeping Section – Part Time Scheduling and Extra Shifts**

It is understood that this Letter of Understanding is supplementary to the Collective Agreement between the above parties, and is intended to cover the conditions applicable to Housekeeping Section– Part Time Scheduling and Extra Shifts.

Regular Schedule

Schedules for part time Housekeeping employees will be done through equal distribution of regular available hours up to 22.5 hours per week within each Home.

Offering of Extra Shifts

When extra shifts are identified and require replacement, the extra shifts will be offered to part time Housekeeping employees using equal distribution on a Homes specific basis. By scheduling extra shifts using equal distribution on a Home specific basis, it is understood that a senior employee may be bypassed for an extra shift in order to schedule extra shifts as equitably as possible. If a replacement cannot be found using the Home specific method, the extra shift will be offered on a Global basis. If the “extra” shift is identified more than four (4) hours from the commencement of the shift, the shift will be offered globally by seniority. If the “extra” shift is identified with less than four (4) hours from the commencement of the shift, the shift will be offered globally to the first employee that is available irregardless by seniority.

1. Part time employees may accept the number of extra shifts that will bring their hours up to a maximum of seventy five (75) hours in a bi-weekly period.
2. An extra shift will not be offered to a part time employee, who is already scheduled to work that day, when the employee is on vacation or an approved leave, or where overtime will be incurred.

3. Where an employee is already scheduled to work a shift that is less than 7.5 hours, that employee will not be offered a shift of greater hours.
4. An employee will be considered for extra shifts within their specified Home unless he/she indicates in writing to their Supervisor that he/she is not to be considered.
5. If an employee cannot be reached or declines an extra shift, the shift will be offered to the next part time employee to raise that employee's hours up in accordance with the principle of equal distribution.
6. The date and time of the call, the shift required and the employee's response will be recorded. If the employee is not able to work an extra shift, an N/A will be recorded. A message will be left, if possible, outlining the reason for the call and advising the employee that the Home will be continuing down the seniority list.
7. When the shift cannot be filled on a Home specific basis, the shift will then be offered to the first available part time employees' on a global basis. If there is more than four (4) hours from the commencement of the shift to find replacement globally, the shift will be offered by seniority. If there are less than four (4) hours from the commencement of the shift to find replacement globally, the shift will be offered to the first employee that is available irregardless by seniority.
8. Employees who wish to be considered for shift coverage within other Homes will indicate their availability in writing.
9. Any hours worked in any of the Homes will be counted towards total time for that bi-weekly period.

SIGNED AT THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")
AND
THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")
Re: Laundry Section – Offering Extra Shifts to Part-time Employees

It is understood that this Letter of Understanding is supplementary to the Collective Agreement between the above parties, and is intended to cover the conditions applicable to Laundry Section – Offering Extra Shifts to Part-time Employees.

Offering of Extra Shifts

When extra shifts are identified and require replacement, the extra shifts will be offered by seniority.

1. Part-time employees may accept the number of extra shifts that will bring their hours up to a maximum of seventy five (75) hours in a bi-weekly period.
2. An extra shift will not be offered to a part-time employee, who is already scheduled to work that day, when the employee is on vacation or an approved leave, or where overtime will be incurred.
3. Where the senior employee is already scheduled to work a shift that is less than 7.5 hours, that employee will not be offered a shift of greater hours.
4. The work schedule posted for the department will be used to identify the availability of an employee for an extra shift(s). An employee will be considered for extra shifts within the department unless he/she indicates in writing to their Supervisor that he/she is not to be considered.
5. The most recent seniority list posted in accordance with Article 15.09 will be used to identify the seniority of the part-time employees for offering extra shifts.
6. If the employee cannot be reached or declines the shift(s), the next senior part-time employee will be called.

LETTER OF UNDERSTANDING**BETWEEN****THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")****AND****THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")****Re: Life Enrichment and Activation Section – Part Time Scheduling and Extra Shifts**

It is understood that this Letter of Understanding is supplementary to the Collective Agreement between the above parties, and is intended to cover the conditions applicable to Life Enrichment and Activation Section – Part Time Scheduling and Extra Shifts.

Regular Schedule

Current schedules for regular part time Life Enrichment and Activation employees will follow a four (4) week rotation and will not exceed 22.5 hours per week.

Offering of Extra Shifts

When extra shifts are identified and require replacement, the extra shifts will first be offered by seniority on a Homes specific basis. If a replacement is not found within the specific Home, replacement will be offered by seniority on a global basis, within all Homes.

1. Part time employees may accept the number of extra shifts that will bring their hours up to a maximum of seventy five (75) hours in a bi-weekly period.
2. An extra shift will not be offered to a part time employee, who is already scheduled to work that day, when the employee is on vacation or an approved leave, or where overtime will be incurred.
3. Where a senior employee has accepted an extra shift and further coverage is required, the next senior employee will be offered the subsequent shift.
4. Where the senior employee is already scheduled to work a shift that is less than 7.5 hours, that employee will not be offered a shift of greater hours.

CAW UNION LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

PART-TIME ADDENDUM TO THE FULL-TIME AGREEMENT

B E T W E E N

**THE CORPORATION OF THE CITY OF THUNDER BAY
HOMES FOR THE AGED**

A N D

**NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA
(CAW – CANADA)
LOCAL 229**

FROM: JULY 1, 2004

TO: JUNE 30, 2007

UNION OFFICE

President – Andy Savela

Suite 512 – 101 N. Syndicate Ave.
Thunder Bay, Ontario
P7C 3V4

(807) 474-4229

NATIONAL REPRESENTATIVE

Tom Murphy

Suite 100 – 979 Alloy Drive
Thunder Bay, Ontario
P7B 5Z8

(807) 344-1122 Ex. 22

INDEX

PART-TIME ADDENDUM INDEX		
	<u>Article No.</u>	<u>Page No.</u>
Arbitration	XI	9
Authority of Arbitration Board	XI	10
Compensation of Arbitration Board	XI	11
Decision of the Board	XI	10
Failure to Appoint Chairman	XI	10
Notification of Name of Appointee	XI	9
Place of Hearing	XI	11
Time Limits	XI	9
Complaints	IX	7
Disciplinary Measures	IX	7
Consultation	XXXI	39
Corporation's Grievances	XIV	12
Definitions	II	1
Discharge Cases	XIII	11
Letters of Reprimand	XIII	11
Duration and Termination of Agreement	XXIX	38
Grievance Procedure	X	7
Extension of Time Limits	X	9
Time Limits	X	8
Policy Grievance	X	9
Hours of Work and Overtime	XXII	26
Authorized Overtime	XXII	26
Call-Back	XXII	28
Payment for a Call Back	XXII	28
Call-In – Definitions	XXII	28
Call-In	XXII	28
Daylight Savings Time	XXII	27
Scheduling	XXII	29
Shift Differential	XXII	29
Job Classification and Wage Rates	XVIII	24
Retroactivity	XVIII	25
Job Postings	XVII	22

Layoff and Recall	XVI	16
Layoff and Recall Consultation	XVI	16
	<u>Article No.</u>	<u>Page No.</u>
Notice of Layoff	XVI	17
Layoff and Recall	XVI	18
Permanent Layoff	XVI	18
Temporary Layoff	XVI	19
Leave of Absence	XXVI	31
Bereavement Leave	XXVI	32
Education Leave	XXVI	36
Jury/Subpoena Duty	XXVI	35
Leave of Absence Without Pay	XXVI	32
Parental Leave	XXVI	34
SUB Plan (Parental Leave)	XXVI	34
Pregnancy and Parental Leave	XXVI	33
SUB Plan (Pregnancy Leave)	XXVI	33
Union Leave	XXVI	31
Letters of Reprimand	XIII	11
Meals	XX	25
Meal Break	XX	26
Medical Certificates	XXV	31
No Contracting Out	XXVII	36
No Strike or Lock-Out	VI	5
Observances	XXX	38
Occupational Health & Safety	XXVIII	37
Safety Footwear	XXVIII	37
Workers Safety & Insurance Board Form	XXVIII	38
Paid Holidays	XXIII	29
Payment of Wages	XIX	25
Probationary Period	III	2
Purpose of Addendum	I	1
Recognition	IV	4
Relationship	V	4

Reservation of the Home Management Functions	VII	5
Rights of the Corporation	VII	5
Safety Footwear	XXVIII	37
	<u>Article No.</u>	<u>Page No.</u>
Salary Schedule		40
Seniority, Termination	XV	12
Termination of Service	XV	12
Notice of Termination	XV	13
Notices	XV	13
Temporary Transfer Within the Bargaining Unit	XV	13
Temporary Assignment Outside the Bargaining Unit	XV	15
Transfer at Request of Employee	XV	14
Transfer by Corporation to Lower Classification	XV	15
Transfer Outside the Bargaining Unit	XV	15
Seniority Lists	XV	16
Stewards' Committee	VIII	5
Composition	VIII	5
Negotiating Committee	VIII	6
Union Introduction During Orientation	VIII	6
Uniforms	XXI	26
Vacations	XXIV	30
Witnesses and Inspection	XII	11
Work Schedules	XXII	29
LETTERS OF UNDERSTANDING		
Re: Disabled Employees		42
Re: Overtime – Nursing Department Only		44
Re: Offering “Extra” Shifts to P/T Employees – Nutrition/Foods		48
Re: Violence Against Women		46
Re: Joint Statement Workplace Harassment		47
Re: Offering “Extra” Shifts to P/T Employees - Nursing		52
Re: Scheduling & Offering “Extra” Shifts to P/T Employees– Housekeeping		55
Re: Offering “Extra” Shifts to P/T Employees – Laundry		57
Re: Scheduling & Offering “Extra” Shifts to P/T Employees – Life		

Enrichment & Activation		59
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PART-TIME ADDENDUM TO THE FULL-TIME AGREEMENT

BETWEEN:

THE CORPORATION OF THE CITY OF THUNDER BAY,
hereinafter referred to as the "Corporation"

OF THE FIRST PART

AND

National Automobile, Aerospace, Transportation and
General Workers Union of Canada
(CAW – Canada)
Local 229
hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE I Purpose of Addendum

- 1.01 The purpose of this Addendum is to establish an orderly, collective bargaining relationship between the Corporation and those certain classifications of employees represented by the Union which will not interfere with the successful operation of the Homes for the Aged as public service institutions intended to provide accommodation for elderly people, pursuant to the provisions of the Homes for the Aged and Rest Homes Act, R.S.O. Chapter 174, and amendments thereto.
- 1.02 The parties agree that full-time and part-time employees will remain in and continue to negotiate as a single bargaining unit, but the terms and conditions of employment for part-time employees will be attached as an "addendum" to the Collective Agreement.

ARTICLE II Definitions

- 2.01 "Employee" shall include only such persons coming within the scope of the bargaining unit hereinbefore recited.

"Steward" shall mean an employee of the Corporation duly accredited as such by the Union.

"Administrator" shall mean Administrator of the Homes for the Aged.

"Probationary Employee" shall mean persons hired on trial to determine their suitability. Probationary employees shall not accumulate seniority.

"Part-time Employee" shall mean persons hired for periods of limited duration or to work as required on an irregular basis, or to work on a regular scheduled basis in positions which are not of a continuous full-time nature. Part-time employees shall be on probation for a period of four hundred and eighty-seven point five (487.5) accumulated hours of work.

The Union shall be promptly notified when an employee is continued as part-time beyond four hundred and eighty-seven point five (487.5) accumulated hours of work.

Part-time employees will be entitled to lieu pay for fringe benefits not received retroactive to date of hire upon completion of the probationary period. Lieu pay will be set at fourteen percent (14%) of the regular rate.

Any Part-time employees who joined or may join the pension plan after July 30, 1998, shall have an amount equivalent to the employee's pension contribution deducted from the percent in lieu of fringes.

NOTE: The parties agree that this provision will be applied retroactive to January 1, 2003.

"Shift" shall mean seven point five (7.5) hours of work in a calendar day and shall constitute a full working day for purposes of this Agreement.

In this Contract, "Department" shall mean the Homes for the Aged; "Section" shall mean the area of responsibility, e.g. Nursing, Dietary, Housekeeping, etc. Each Section may be divided further into "Units" based on work location.

"Gender Clause" for the purpose of interpretation of this Agreement, the masculine gender shall mean and include the feminine gender and similarly the singular shall include the plural and vice versa as applicable.

"Classification" shall mean each position listed within each salary group of Schedule "A".

"Health Care Aide" shall include those individuals who are employed and qualified as "Personal Support Worker" and "Orderly".

ARTICLE III Probationary/Seniority Period

- 3.01 Part-time employees will be on probation for four hundred and eighty seven and one-half (487.5) regular hours of work. Part-time employees will not have any seniority standing with the Corporation until they have completed the probationary period. It is agreed that the dismissal or layoff of the probationary employee shall not be made the subject of a grievance. Upon successful completion of the probationary period, the employees service with the Corporation shall date back to the actual first day worked by the employee, and seniority shall accumulate in regular hours of work, and for the purposes of this agreement, one thousand, seven hundred and twenty-five (1,725) regular hours shall be equal to one (1) calendar year of seniority.

This will apply to new employees, current seniority/service dates for current employees to remain as is.

Seniority will accumulate as follows:

1. All regular hours actually worked, exclusive of overtime hours, but including a regular shift worked on a statutory or Paid Holiday.
2. When in receipt of casual sick days, previously accumulated sick leave credits, short term disability or Worker's Safety & Insurance benefits.
3. When on authorized paid absences such as bereavement leave, jury duty, vacation, lieu time or education leave; and when on parental leave, pregnancy leave, Union Office leave or on authorized Union leave.
4. In the case of part-time employees on vacation, parental/pregnancy leave or authorized union leave, beyond one (1) week, seniority will accumulate on the basis of twenty-two and one-half (22.5) hours per week.

Seniority will not accumulate when an employee is on:

1. Approved leave of absence or vacation without pay.
2. Sick leave without pay. However, a regular part-time employee who has completed their probationary period and who works on a regularly scheduled basis will accumulate seniority for regular hours missed where the part-time employee is absent on sick leave without pay for a period of over one week and provides a Doctor's note supporting such absence.
3. Unapproved leave of absence.
4. Terminated

Effective June 30, 1990, one thousand seven hundred and twenty-five (1725) regular hours shall be equal to one (1) calendar year of seniority.

- 3.02 A part-time employee changing to the status of a full-time employee shall retain his corporate service and seniority. Upon entering into a full-time employee status, he shall suffer no loss of wage rate and will then progress in seniority and wage rate increases in the same manner as other employees covered by this Agreement.
- 3.03 A full-time employee changing his status to that of a part-time employee shall retain his corporate service and his seniority. Upon entering into a part-time status, he shall suffer no loss of wage rate and will progress in seniority and wage rate increases in the same manner as other part-time employees covered by this Agreement.

ARTICLE IV Recognition

- 4.01 The Corporation recognizes the Union as the exclusive bargaining agent for all employees employed in its Homes for the Aged in the City of Thunder Bay, in the classifications listed in Schedule "A" hereto annexed and forming part of this Agreement, save and except students employed for the school vacation periods. For the purpose of clarification, 'school vacation period' shall include the summer vacation period of May 15th until September 15th, and the Christmas vacation period of December 15th until January 15th.
- 4.02 The Corporation undertakes that it will not enter into any other agreement or contract with the employees described in the above recited bargaining unit and represented by the Union either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE V Relationship

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or lack of membership in the Union.
- 5.02 It will be a condition of employment for all present and new employees completing the probationary period that amounts equivalent to regular monthly union dues will be deducted from their wages and remitted to the Union whether or not they sign applications for membership in the Union, such deductions to commence in the month following the month in which the employee was hired.

- 5.03 On or before the commencement of his or her employment, the Corporation will give to each new employee, a copy of the Union agreement.

ARTICLE VI No Strike or Lock-Out

- 6.01 The Union agrees that there will be no strike or collective action designed to restrict or limit output by the employees represented by the Union and if such action should be taken by the employees, the Union will instruct the said employees to return to work and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance. Should there be a violation of the section, there shall be no discussion or negotiation of the matter in dispute between the said Corporation and the Union until normal work has been resumed.

- 6.02 The Corporation agrees there will be no lock-out of employees.

ARTICLE VII Reservation of The Home Management Functions

- 7.01 Rights of the Corporation: The Union acknowledges that it is the exclusive function of the Corporation:
- (a) to maintain order, discipline, and efficiency, and to establish, and from time to time alter, rules and regulations to be of such alterations in the rules and regulations observed by employees after reasonable notice has been given to the Union Committee; to decide on the number of employees needed by the Corporation at any time; and to decide the use of improved or changed methods and equipment.
 - (b) to hire, transfer, promote, demote, lay-off, recall, assign duties, and suspend, discipline or discharge any employee for cause. Where the above rights are exercised in a manner which is inconsistent with the terms of this Agreement, they may be the subject of a grievance and dealt with under Articles X and XI of the Grievance and Arbitration Procedure.

ARTICLE VIII Stewards' Committee

- 8.01 The Union may select part-time employees to serve as "Stewards" as provided for in Clause 8.01 of the full-time section of this agreement.
- 8.02 The Corporation undertakes to deal with the said Stewards' Committee with respect to any matter which properly arises during the term of this Agreement, e.g. settlement of complaints and grievances.
- 8.03 The Union will notify the Corporation (annually) in writing of the names of the Stewards. The list may be amended during the year as required. The Corporation will not be required to recognize the Stewards' Committee until it has been notified in writing by the Union of the names of the employees elected.
- 8.04 The Unit Chairperson and other Union Stewards will be allowed reasonable time off to carry on Union business only as such business pertains to this agreement. To conduct such business, the Stewards shall obtain permission from their Supervisor (or designate) before leaving their job or work area, and shall notify their Supervisor (or designate) upon their return. Such permission will not be unreasonably withheld.
- 8.05 Negotiating Committee: The Union may select part-time employees to serve as members of the Negotiating Committee as described in Clause 8.05 of the full-time section of this Collective Agreement.
- 8.06 Union Introduction During Orientation: It is agreed that a Unit Chairperson or designate will interview an employee or a group of employees for a period of up to fifteen (15) minutes to discuss the role of the Union. The interview will take place on one of the orientation days, at a time agreeable between the Unit Chairperson and the Supervisor.
- 8.07 The Corporation agrees that a Unit Chairperson, during his/her term, will be deemed to be the most senior in his/her classification for the purposes of layoff, providing that the Unit Chairperson is qualified and able to perform the work available within his/her classification. It is understood that there will not be more than one Unit Chairperson per Home.

Should the Unit Chairperson be laid off from his/her classification, he/she shall exercise his/her rights in accordance with Article 16, Layoff and Recall.

ARTICLE IX Complaints

- 9.01 It is the mutual desire of the parties hereto that complaints of the Corporation or of the Employees will be adjusted as quickly as possible and it is understood that an Employee has no grievance until the complaint has been referred to the Employee's immediate Supervisor outside this Bargaining Unit.
- 9.02 Disciplinary Measures: Where an employee is called before a Supervisor, Department Head, or Administration, for the purpose of discipline, he will be informed that he has the right to have a union representative present.

ARTICLE X Grievance Procedure

- 10.01 All formal grievances arising between Employees and the Corporation will be dealt with in accordance with the following procedure:
- a) Step #1 - An employee having a grievance or, one designated member of a group having a grievance, shall, following consultation with the Shop Steward, submit his grievance in writing to his immediate Supervisor, or, in the case of the Nursing Section, to the Director of Nursing who may designate to the Assistant Director of Nursing, within five (5) working days of when the occurrence took place, at which time the parties will attempt to resolve the issue. The Supervisor, Director of Nursing or the Assistant Director of Nursing shall issue a written decision to the Grievor or Steward within five (5) working days following presentation of the grievance. If the decision of the Supervisor, Director of Nursing, or Assistant Director of Nursing is not satisfactory to the employee, then the grievance may be continued as follows:
 - b) Step #2 - Within five (5) working days after the decision is rendered at Step #1 or after the deadline upon which a decision would have been rendered, the employee and the Steward shall submit the written grievance to the General Manager, Community Services or designate. The Steward or designate, with or without the grievor present, and the

Union Representative at the request of either party, will discuss the grievance with the General Manager, Community Services or designate. The General Manager, Community Services or designate shall issue a written decision to the employee or Steward not later than seven (7) working days following the discussion. If the Senior Administrator's decision is not satisfactory to the employee, then the grievance may be continued as follows:

- c) Step #3 - Within five (5) working days after the decision is rendered at Step # 2 or after the deadline upon which the decision would have been rendered, the Stewards' Committee will submit the written grievance to the City Manager or designate. The Stewards' Committee, with or without the grievor present, and the Union Representative at the request of either party, will discuss the grievance with the City Manager or designate. The City Manager or designate shall issue a written decision to the employee or Stewards' Committee not later than ten (10) working days following the discussion.
- (d) It is agreed that the Vice-President/Local Director of the CAW, Local 229 or his Designate, shall act as a member of the Stewards Committee at the request of either the Union or the Corporation.
- (e) In meetings between the Stewards' Committee and Representatives of Management under the provisions referred to above, the Stewards' Committee may be accompanied by an International Officer of the Union. The Corporation likewise may be accompanied by such individual or individuals as they may desire. Either the Corporation or the Union may require the Employee or a member of the group of Employees involved in the grievance being appealed, to be present at such meeting.

10.02 All grievance forms shall contain only one (1) grievance. Written, signed grievances shall contain a clear and concise statement concerning the alleged grievance, the people involved and the relief sought.

A grievance shall be returned to the Employee if it fails to comply with these requirements, and the employee shall have an additional five (5) days to refile the grievance in conformity with this section.

- 10.03 Time Limits: Grievances which proceed to the written stage must be filed within five (5) days from the date the cause of the grievance occurs or within five (5) days from the time the employee should have known of the occurrence of the event upon which the grievance is based.

Time limits shall be computed by excluding Saturdays, Sundays, Holidays and Employees' regular days off. Failure of the Union or the employee to meet time limits will cause the grievance to expire and that specific grievance shall not be further considered or reintroduced by that specific Employee or the Union on his behalf. Failure of the Corporation to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided he presents the grievance at this next step within five (5) days after the expiration of the said time limits.

- 10.04 A policy grievance, which is defined as an alleged violation of this Agreement, concerning all or a substantial number of the employees in the Bargaining Unit, in regard to which an individual employee could not grieve, may be lodged by the Union Local-President/ National Representative or his designated representative in writing to the General Manager, Community Services or designate at Step #2 of the grievance procedure or to the City Manager or designate at Step #3 of the grievance procedure at any time within ten (10) full working days after the circumstances giving rise to such grievance occurred or originated, and if it is not satisfactorily settled, it may be processed to Arbitration in the same manner and to the same extent as the grievance of an Employee.

- 10.05 The time limits fixed in the grievance procedure may be extended with the consent of the parties to this Agreement.

ARTICLE XI Arbitration

- 11.01 Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) days following receipt of the answer from the City Manager or designate, notify the Corporation in writing of its desire to submit the difference or allegation to Arbitration. The Union and the Corporation may agree upon an Arbitrator to hear the matter, and for this purpose will exchange nominations.

Failing agreement between the Union and the Corporation within six (6) days as to the Arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three (3) members, and either the Union or the Corporation may inform the other party in writing of its desire to submit the matter to Arbitration by a three (3) person board and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within ten (10) days advise the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chairperson.

If either party fails to make the required appointments within the time designated, either party may request the Ministry of Labour Arbitration Services for the Province of Ontario to appoint a Chairperson.

No person may act as an Arbitrator who is a member of the Union or an Employee of either the Union or the Corporation or who has been directly involved in attempts to negotiate or settle the grievances.

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson shall govern.

The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

11.02 Authority Of Arbitration Board: It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this Agreement and may only interpret and apply this Agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

In dealing with matters of discipline, disciplinary demotion or transfer, the conferring parties or Board of Arbitration shall have power to:

- a) confirm the Management's action;
- b) reverse the Management's action;
- c) make any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

No costs of any Arbitration shall be awarded to or against either party.

11.03 Compensation of Arbitration Board: The Union and the Corporation shall each be responsible for the fees and expenses of its own nominee and one-half (1/2) of the fees and expenses of the Chairperson or of a single Arbitrator.

11.04 Place of Hearing: Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Corporation.

ARTICLE XII Witnesses and Inspection

12.01 At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to any part of the Homes to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE XIII Discharge Cases

13.01 A claim by an employee that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the General Manager, Community Services or designate, or with the City Manager or designate, within five (5) working days after the employee ceases to work for the Homes. Such grievance will be taken up at a special meeting with the Union Committee.

13.02 A discharge grievance may be settled through the grievance procedure, or at arbitration by:

- (a) confirming management's action in dismissing the employee; or
- (b) reinstating the employee with full compensation for lost time; or

- (c) any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration.

13.03 Letters of Reprimand: The Corporation agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than one (1) year prior to the date of the matters under current consideration, except in circumstances where disciplinary action has occurred within the one year period. In the case of letters of warning relating to resident abuse the time period shall be two (2) years.

ARTICLE XIV Corporation's Grievances

14.01 It is understood that the Corporation may bring forward at any meeting held with the Union Committee any complaint with respect to the conduct of the Union, its Officers or committee members or a member, which may affect the Corporation, and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the Local President or National Representative of the Union or his designated representative.

If such a complaint is not settled to the satisfaction of the Corporation, the Local President or National Representative of the Union or his designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Corporation, give a reply in writing to the Corporation. If the written reply has not settled the grievance to the satisfaction of the Corporation or if no written reply is received by the Corporation within ten (10) days after the mailing or delivery of the written grievance to the Local President or National Representative of the Union or his designated representative, the Corporation may within ten (10) days after the receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to Arbitration in accordance with Article XI of this Agreement.

Unless otherwise agreed to in writing, the Corporation shall comply with the time limits set out in this clause respecting any Corporation's grievance, otherwise the grievance shall be deemed to have been abandoned.

ARTICLE XV Seniority, Termination

15.01 Termination of Service: Continuity of service shall be considered broken and employment terminated when an:

- a) employee quits
- b) employee is absent from scheduled work for a period of three (3) or more consecutive days without notifying the Corporation of such absence and providing a reason satisfactory to the Corporation or without the consent of the Corporation;
- c) employee fails to report to work at the termination of a leave of absence or utilizes a leave of absence for a purpose other than for which it was granted;
- d) employee is absent for more than twenty-four (24) months because of lay-off.
- e) employee is discharged, which is not reversed through the grievance and arbitration procedure.
- f) irregularly scheduled part-time employee fails to work one (1) shift per month when requested to do so, unless on authorized leave. This provision may be waived at the Corporation's discretion.

Each termination listed as above will be reviewed in relationship to the Human Rights legislation.

15.02 Notice of Termination: Every employee shall give at least one (1) week's notice of termination.

The Corporation may compulsorily retire an Employee in accordance with the By-Law covering the Ontario Municipal Employees Retirement System Plan and no grievance may be lodged in connection therewith.

15.03 Notices: Any notice to any employee under this Agreement may be given personally or by prepaid registered post or equivalent addressed to the employee at his last address shown on the seniority list or on the payroll of the Corporation and such notice shall be deemed to have been given when delivered to the postal authorities.

15.04 Temporary Transfer Within The Bargaining Unit: When an employee who is qualified is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit for a period in excess of one half of a shift, he shall be paid the rate immediately above his current rate in the higher classification to which he was assigned from the commencement of the shift on which he was assigned the job. However, if the employee has previously held a position in the higher classification at the Homes, he shall be paid at the same rate of his previous step within the higher classification.

15.05 Transfer At Request Of Employee: Effective November 20, 2000, if an employee at his own request, or to avoid being laid-off, or is the successful applicant, transfers to:

- a) a lower paid classification, the employee shall be paid the rate in the lower paid classification that is closest to, but not higher than, the employee's rate of pay in the classification held prior to the transfer;
- b) an equal paid classification, the employee shall be paid the rate in the equal paid classification that is the same as the employee's rate of pay in the classification held prior to the transfer;
- c) a higher paid classification, the employee shall be paid the rate in the higher paid classification that is either:
 - i) the same rate as the employee's rate of pay in the classification held prior to the transfer, or failing this,
 - ii) the rate that is next highest in relation to the employee's rate of pay in the classification held prior to the transfer.

Notwithstanding the above, if the employee has worked in the higher classification at the Homes within the four year period prior to the date of transfer to the higher classification, all previous time worked within the higher classification during that four year period will be used to determine the appropriate pay step in the higher classification. The greater of this rate, as compared to the rate(s) contemplated in #1 and #2 above, will be implemented.

- d) The anniversary date for increment purposes shall commence from the date of transfer.

- e) This article applies to employees transferring into “regular” positions.
- f) This article also applies to employees who transfer into “temporary” positions, except that:
 - i) when the employee returns to her regular position from a “temporary” position that was in a different classification (e.g. an employee returns to her regular RPN position from a “temporary” HCA position), her previous rate of pay and service in that regular position will be reinstated from where they left off;
 - ii) when the employee returns to her regular position from a “temporary” position that was in the same classification, (e.g. an employee returns to her regular RPN position from a “temporary” RPN position), her previous rate of pay and service in that regular position will be adjusted to include the time worked in the temporary position.

15.06 Transfer By Corporation to Lower Classification: If at the instance of the Corporation an employee is transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

15.07 Temporary Assignment Outside the Bargaining Unit: Effective on signing of collective agreement, if an employee is assigned to fulfil the majority of duties of a Supervisor during a period of absence in excess of one (1) day, and where such assignment would otherwise have been required as per established work schedules, the employee shall receive an allowance of three dollars and fifteen cents (\$3.15) for each shift from the time of assignment.

If the above assignment is for more than five (5) consecutive working days, the employee will receive a rate within the Supervisor's scale that is at least \$.50/hour above the employee's own rate of pay, retroactive from the start of the assignment. (The Supervisor's annual salary will be divided by 1950 working hours to determine applicable hourly rate). Assignments of supervisory duties shall not be divided to avoid payment of this clause.

15.08 Transfer Outside Bargaining Unit: An employee who applies for and accepts a full-time promotion to a position outside the bargaining unit may be returned to her former position by the Corporation, or may return at her own request, within three (3) months of the date of promotion. An employee who returns to her bargaining unit position within three (3) months

shall retain, but not accumulate seniority held at the time of transfer. Accumulation of seniority will resume upon return to the bargaining unit.

The Corporation may temporarily transfer an employee, with the employee's consent, to a position outside of the bargaining unit, or an employee may apply for and accept a temporary transfer to a position outside the bargaining unit, for a period of up to six (6) months. An employee who temporarily transfers out of the bargaining unit shall retain but not accumulate seniority held at the time of transfer. Accumulation of seniority will resume upon return to the bargaining unit.

- 15.09 Seniority Lists: The Corporation shall supply the Union Office and Unit Chairpersons with a set of seniority lists by Section within each Home. The set of lists will be supplied twice annually (January and July), and posted in each Home.

ARTICLE XVI LAYOFF AND RECALL

- 16.01 Labour Management Committee: The Corporation and the Union agree that a Labour Management Committee will be established for the purpose of discussing matters of mutual concern including but not limited to layoffs and potential grievance issues. It is understood and agreed that the committee will not discuss an issue which is the subject of a grievance under the terms of the Agreement. The Committee shall not address any issue which has been tabled for negotiations unless directed otherwise by both parties' negotiating committees.

With respect to layoffs, the Corporation will provide the committee with pertinent financial and staffing information and with a copy of any reorganization plan that would result in layoffs within the bargaining unit.

The Committee will be comprised of up to four representatives from the Union which shall include the Unit Chairperson or designate of each Home and the Union Representative, and up to four representatives from the Corporation. Each party shall appoint one of their representatives to be the co-chair of the Committee.

Meeting shall be held every month unless otherwise agreed by the parties. Co-chairs will be jointly responsible for establishing the agenda of the committee meetings and preparing minutes and shall chair alternate meetings.

Labour Management committee representatives attending such meetings during their scheduled hours of work shall not lose regular earnings as a result of such attendance.

16.02 Notice of Layoff:

- (a) Union: There shall be at least three months' notice to the Union in the event of a proposed layoff of permanent or long term nature or in the event of a substantial bed cutback or cutback in service which affects or could affect the bargaining unit.
- (b) Employees: The Corporation shall give each part-time 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 in accordance with the following schedule:

	Up to (3450) regular hours	- 1 week
	(3450) regular hours but less than (8625) regular hours service	- 2 weeks
	(8625) regular hours but less than (17250) regular hours service	- 4 weeks
	(17250) regular hours or more service	8 weeks

The Employer agrees to provide minimum notice of layoff in accordance with the Employment Standards Act of Ontario. Those employees entitled to notice of layoff in accordance with the Act will also receive notice as follows:

	9 years of service	9 weeks notice
	10 years of service	10 weeks notice
	11 years of service	11 weeks notice
	12 years of service	12 weeks notice

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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.

- (c) In all other cases of layoff, the Corporation shall give each employee in the bargaining unit who has acquired seniority, one (1) week's notice, provided however, such notice shall not be required if the layoff occurs because of emergencies (for example, fire, act of God, power failure, or equipment breakdown).

16.03 Layoff and Recall:

- (a) In the event of a layoff, the Corporation shall layoff employee(s) in the reverse order of seniority within the classification and within the seniority group (full-time or part-time, as the case may be) on a bargaining unit wide basis, provided there remain on the job employees who then have the ability to do the work.

If, as a result of a layoff(s), another employee(s) must be transferred from one Home for the Aged to another and/or from one schedule of work to another, such may be carried out at the discretion of the Corporation, in reverse order of seniority within the classification. However, prior to exercising this discretion, the Labour Management Committee will be given the opportunity of identifying and proposing other alternatives pursuant to Article 16 of the collective agreement; any agreement between the Corporation and the Union resulting from a review of the Labour Management Committee's recommendations will take precedence over the Corporation's right to transfer employees under these circumstances.

- (b) Permanent Layoff: An employee who has received a notice of permanent layoff (a layoff of more than six (6) months) shall have the right to either:
- i) choose to accept the layoff, or if not accepted;
 - ii) displace the least senior employee in an equal or lower paid classification within the employee's seniority group provided the employee about to be laid off has successfully completed the probationary or trial period of such position and is able to perform the required work, or if this does not occur;

- iii) displace the least senior employee in any classification in Group 1 within the employee's seniority group (in the case of an RPN layoff, an RPN shall also be given the option to bump the HCA and/or Orderly classification and in the case of a Maintenance Engineer layoff, a Maintenance Engineer shall also be given the option to bump the Maintenance Person classification), or if this does not occur;
- iv) displace the least senior employee in an equal or lower paid classification within the employee's seniority group; provided the employee about to be laid off is able to perform the required work, or if this does not occur;
- v) if offered by the Corporation, accept a transfer into an equal or lower paid second subsequent vacancy within the employee's seniority group, in which there is a vacancy which the Corporation has determined must be filled and for which the employee is able to perform the required work. (It is understood that this provision prevails over the collective agreement's posting procedures).

For the purpose of Articles 16.03 (3) (b), in the case of part-time employees who work on a "regularly scheduled" basis, the "least senior employee" shall mean:

The least senior employee who works on a regularly scheduled basis or the least senior employee who works on an as required, irregular basis.

For example, in the case of a part-time employee who works on a regularly scheduled basis, the employee would, subject to other provisions of Article XVI, be given the option to bump the least senior regularly scheduled part-time employee first and failing this, the option to bump the least senior employee within the applicable classification and seniority group. It is understood that part-time bumping options may be of lesser hours than the employee receives in the position s/he is being laid off from.

(c) Temporary Layoff: An employee who has received notice of a temporary layoff (a layoff of up to six (6) months) shall have the right to either:

- i) accept the layoff, or if not accepted;
- ii) displace the least senior employee in an equal or lower paid classification within the employee's seniority group provided the employee about to be laid off has successfully completed the probationary or trial period of such position and is able to perform the required work, or if this does not occur;

- iii) displace the least senior employee in any classification in Group 1 within the employee's seniority group (in the case of an RPN layoff, an RPN shall also be given the option to bump the HCA and/or Orderly classification), or if this does not occur;
- iv) displace the least senior employee in an equal or lower paid classification within the employee's seniority group provided the employee about to be laid off has successfully completed the probationary or trial period of such position and is able to perform the required work, or if this does not occur;
- v) if offered by the Corporation, accept a transfer into an equal or lower paid second subsequent vacancy within the employee's seniority group, in which there is a vacancy which the Corporation has determined must be filled and for which the employee is able to perform the required work. (It is understood that this provision prevails over the collective agreement's posting procedures).

For the purpose of Articles 16.03 (3) (c), in the case of part-time employees who work on a "regularly scheduled" basis, the "least senior employee" shall mean:

The least senior employee who works on a regularly scheduled basis, or the least senior employee who works on an as required, irregular basis.

For example, in the case of a part-time employee who works on a regularly scheduled basis, the employee would, subject to other provisions of Article XVI, be given the option to bump the least senior regularly scheduled part-time employee first and failing this, the option to bump the least senior employee within the applicable classification and seniority group. It is understood that part-time bumping options may be of lesser hours than the employee receives in the position s/he is being laid off from.

An employee must, within five (5) working days of receipt of the layoff notice, notify a representative of the Human Resources Department in writing of his or her intention to review and/or exercise the options as contemplated above. Employees failing to provide this notification within the above time limit will be deemed to have accepted the layoff and will forfeit bumping rights.

A bumping employee must always be senior to the employee he or she is bumping, and an employee who bumps pursuant to this article will be given orientation consistent with internal job-posting candidates.

- (d) If a vacancy requiring posting occurs within a laid off employee's original classification and same seniority group (full-time or part-time), within six (6) months from the date of layoff as specified on the layoff notice, the laid off employee will be recalled before a new employee is hired, provided that the laid off employee is able to perform the required work.

Otherwise, when a vacancy requiring posting becomes available from within the bargaining unit, that vacancy and the first subsequent vacancy will be posted and filled in accordance with the posting procedures in the collective agreement.

However, if no applications to fill such vacancy are received from employees within the bargaining unit, or if the applicant or applicants are not, in the opinion of the Corporation, considered to be suitable for such vacancy, then the most senior employee from within either seniority group who is on layoff will be recalled before a new employee is hired, provided that the employee on layoff is able to perform the required work.

The most senior laid off employee within either seniority group will be recalled to other subsequent vacancies created as a result of the initial postings, before a new employee is hired, provided that the laid off employee is able to perform the required work.

Employees on layoff are responsible for contacting the designated representative of the employer in order to apply, if they wish, for posted vacancies.

- (e) An employee's ability to perform the required work for the purposes of this article means that the employee meets the qualifications of the position and is able to perform the tasks of the position upon completion of the trial period. When assessing an employee's abilities in this regard, it is agreed that the Corporation shall not act in an arbitrary or unfair manner.
- (f) It is the sole responsibility of the employee who has been laid off to notify the Corporation of his intention to return to work within five (5) 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 Corporation (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 Corporation.

- (g) A laid off employee shall be given an opportunity to fill a temporary vacancy within either seniority group, provided the Corporation has determined that the vacancy must be filled and provided the vacancy is beyond ten (10) working days and for less than three (3) months. The employee being temporarily recalled must be able to perform the required work. The Corporation will not be required to reissue a notice of layoff to a laid off employee recalled in this manner.
- (h) No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (i) In the event that a layoff commenced 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 layoff commenced.
- (j) A laid-off employee shall retain the rights of recall for a period of twenty-four (24) months from the date of layoff.
- (k) An employee who bumps into another position shall serve a trial period of sixty-five (65) working days. If during the trial period the Corporation does not consider the employee to be capable of performing the duties satisfactorily or if within the first fifteen (15) working days of the appointment the employee feels he or she cannot satisfactorily perform the duties, such employee will revert to previous layoff status and will be provided with one additional opportunity to exercise bumping opportunities pursuant to this Collective Agreement.

An employee who bumps into a second position and subsequently performance is unsatisfactory, will revert to previous layoff status but will retain recall rights except with respect to classifications in which the trial period was unsuccessful.

ARTICLE XVII Job Postings

17.01 SENIORITY FACTORS. When filling vacancies, the Corporation will consider:

- (a) skill, ability, experience, knowledge, training and physical fitness;
- (b) seniority.

However, having regard to the fact that the Employees are assisting in the operation of a Home for the Aged, the Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the Employees involved are relatively equal, will factor (b) govern. Having in mind the importance of operating the Home for the utmost benefit of its Residents, the Corporation shall be the judge of the qualifications in factor (a).

NOTE: Seniority, for job posting purposes only, is based on the applicant's seniority as at the end of the calendar month prior to the closing date of job posting.

17.02 In order to ensure that employees are given the opportunity of applying for inter-sectional transfers or promotions, the Homes agree to comply with the following procedures:

- a) When a vacancy expected to exceed three (3) months occurs in the Homes, or a new position within the bargaining unit is established, a notice will be posted in each Home, requesting applications, for a minimum of seven (7) calendar days. The posting shall stipulate classification, rate of pay, and current Home work location. A copy of the posting will be forwarded to the Unit Chairperson.

Full-time vacancies created by staff changes as a result of the above will also be posted as per the above. Part-time vacancies created by staff changes as a result of the above need not be posted.

The Unit Chairperson may contact the Sectional Supervisor to obtain the name of the successful applicant.

- b) Part-time employees have the right to bid on full-time vacancies, and full-time temporary vacancies. Part-time employees who perform temporary duties in the full-time unit will maintain their part-time status.

- c) If no applications to fill such vacancy are received from employees within the bargaining unit, or if the applicant or applicants are not, in the opinion of the Corporation, considered to be suitable for such vacancy, then the Corporation will fill the vacancy in any manner it sees fit.
- d) Vacancies which are not expected to exceed three (3) months not be posted and may be filled at the discretion of the Corporation.

The Corporation shall have the right to fill any vacancies on an interim basis until the posting procedure provided herein has been complied with, and arrangements have been made to assign the employee elected to fill the vacancy. No grievance may be filed concerning such temporary assignments.

If the Corporation determines that a full-time vacancy will be filled and the vacancy is known to be for a period of more than one (1) month and up to three (3) months duration, the most qualified senior part-time employee in the classification within the home will be offered the full-time vacancy. Her part-time shift will then be distributed to the remaining qualified part-time employees in accordance with the letter of understanding re: offering extra shifts to part-time employees for that section.

If the full-time vacancy is expected to be for a period of less than one (1) month the available shifts will then be distributed to qualified part-time employees in accordance with the letter of understanding re: offering extra shifts to part-time employees for that section.

- e) The successful applicant who fills a posted vacancy shall be given a sixty-five (65) working day trial and if at the end of the trial the Corporation does not consider the employee to be capable of performing his or her duties satisfactorily, the employee will be returned to his or her position and rate of pay. If, within fifteen (15) working days of his or her appointment, the employee feels he or she cannot satisfactorily perform the duties, such employee will be returned to his or her former position and rate of pay, as will any other employee in the bargaining unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

(f) An employee who applies for and receives and receives a temporary position in excess of three (3) months will not be considered for subsequent temporary vacancies until either:

- 1) the employee has completed the current temporary work assignment; or
- 2) the employee has completed at least twelve (12) months of the current temporary work assignment; or
- 3) the temporary vacancy being bid is a promotion defined as part-time to full-time, Health Care Aide to Registered Practical Nurse or to a higher paid classification.

ARTICLE XVIII Job Classification and Wage Rates

18.01 Schedule "A" shall be the basic wages for the classifications named therein during the life of this Agreement. Employees having gained seniority shall advance steps upon the completion of 975 regular hours of service, 1950 regular hours of service, and 3900 regular hours of service within their classifications.

In accordance with Clause 3.01, effective June 30, 1990, employees having gained seniority shall advance steps upon the completion of 862.5 regular hours of service, 1725 regular hours of service, and 3,450 regular hours of service within their classification.

18.02 A job classification will not be changed for the purpose of evading payment of the minimum rates hereinafter set out.

18.03 Retroactivity: Retroactivity shall be paid for all hours paid by the employer to all employees on the payroll, as of June 29, 2001, to all new employees hired since that date and to all employees who have retired, or to the families of employees who become deceased on the basis of the negotiated or awarded rates. Retroactivity will be paid as soon as practical after signing the Collective Agreement. The Union office will be notified of the process used to calculate retroactivity.

If an employee has terminated his/her employment since June 29, 2001, the Employer shall advise the employee by notice in writing by registered mail to the last known address on the records of the Employer and the employee shall have thirty (30) days from the posting within

which to claim any payment due to him/her. Failing claim for payment, the Employer shall not be further obligated for payment to such employee.

ARTICLE XIX Payment Of Wages

- 19.01 All employees will be paid bi-weekly on every second Friday. In the event that a Statutory Holiday falls on a regular pay day, then employees will be entitled to be paid on the Thursday immediately preceding the normal pay day.

ARTICLE XX Meals

- 20.01 The parties hereto agree that in every instance the employee shall pay a fair price for any meals obtained which shall in no instance be less than the actual cost of furnishing such meals, and the said cost shall be computed by the Corporation.

When employees bring their own meal, they shall use the designated dining area for the consumption of same.

- 20.02 Employees required to work more than two (2) hours of unscheduled work having worked a full tour, shall, after two (2) hours, receive a half-hour unpaid meal period and shall be provided with a meal or three dollars and fifty cents (\$3.50) if the home is unable to provide a meal.

ARTICLE XXI UNIFORMS

- 21.01 Effective November 20, 2000, the Corporation will reimburse each part-time employee for the purchase of appropriate colour coordinates as per Homes (sectional) Dress Code, up to a maximum of fifty dollars (\$50.00) per year, payable on the first anniversary date and each thereafter. The clothing allowance may include "Shoes". Employees will be required to submit receipts.

ARTICLE XXII Hours of Work and Overtime

- 22.01 (a) Part-time employees will not be regularly scheduled for more than forty-five (45) hours per two (2) week period. However, part-time employees may be offered more work in

any two (2) week period, which the employee has the option of refusing. (For purposes of clarification, a week shall be from 0:00 hours Sunday to 24:00 hours Saturday).

Each employee shall be allowed two (2) consecutive days off each week except in case of emergency.

- (b) Authorized time worked in excess of seven and one-half (7 1/2) hours per day or seventy-five (75) hours per bi-weekly pay period shall be paid at the rate of time and one-half (1 - 1/2) the employee's basic hourly straight time hourly rate of pay.
- (c) Should a subsequent shift start within ten (10) hours following the end of an employee's previously scheduled seven and one-half (7 1/2) hour shift, overtime rates shall be paid for all hours worked on the subsequent shift.

The above shall not apply in the event of an emergency, or to previously scheduled shifts of less than seven and one-half (7 1/2) hours or to the Life Enrichment and Activation Department where employees are hired with the knowledge that they may be required to work on two (2) regularly scheduled seven and one-half (7 1/2) hour shifts that end and commence with less than ten (10) hours off.

However, subsequent Life Enrichment and Activation day shifts will be re-scheduled by the Supervisor, upon request by the employee, in order to ensure ten (10) hours off between shifts. It is understood the re-scheduled shift will be considered a normal shift of seven and one-half (7 1/2) hours duration.

Notwithstanding the above, the Corporation may allow an exchange of shifts at the request of two (2) employees, provided that approval is obtained in advance and that no additional cost, e.g. overtime rates, results from such exchange.

- (d) Each employee shall be allowed at least thirty (30) unpaid minutes for meals. Part-time employees who work a four (4) hour shift shall be entitled to a fifteen (15) minute rest break during their shift.
- (e) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked.

Using the seniority list, employees will be offered overtime in descending order, commencing from the senior employee. Employees on vacation, sick leave, or any other approved leave of absence will not be offered overtime.

If overtime costs have to be incurred, then the Employer shall schedule the overtime opportunity at the least cost to the Corporation.

NOTE: This does not preclude the Corporation from asking staff to stay for an extended tour in situations where short notice is given.

- (f) Working schedules are to be posted two (2) weeks in advance.
- (g) Daylight Savings Time: During Daylight Savings time change-overs, actual hours worked will be paid at straight time rates, i.e. Pay eight and one-half (8 1/2) hours for eight and one-half (8 1/2) hours worked, pay six and one-half (6 1/2) hours for six and one-half (6 1/2) hours worked.
- (h) Effective in 1993, prior to the Corporation hiring students to work during the summer vacation period, the Corporation shall offer such work to part-time employees of the Corporation who indicate their willingness to work full-time hours for the summer vacation period.
- (i) If through error, a part-time employee is missed in the offering of a straight time extra shift the employee will be offered the opportunity to work a mutually agreed straight time shift prior to the end of the next posting period. If through error, a part-time employee is missed in the offering of an overtime extra shift the employee will be offered the opportunity to work a mutually agreed straight time extra shift for which the employee will be paid the overtime rate prior to the end of the next posting period. If through error, a full-time employee is missed in the offering of an overtime extra shift the full-time employee will be paid the overtime rate on their next regularly scheduled shift.

22.02 Call-In - Definitions: Scheduling - the advance organization of work patterns of on and off duty hours for a set period of time.

Shift - the working time within a twenty-four (24) hour period.

Call-In- Where the call-in is requested within one-half (1/2) hour before the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked.

Call-Back:

- (a) Where employees are called back to work after having completed a regular shift and prior to the commencement of their next regular shift they shall receive a minimum of four (4) hours of work or four (4) hours pay at the rate of time and one-half (1 1/2) their regular hourly earnings. Where call back is immediately prior to the commencement of their regular shift, the call back pay will only apply to the point of commencement of a regular shift at the rate of time and one-half (1 1/2-) after which they shall revert back to the regular shift.
- (b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back premium, but in no case shall an employee collect two (2) call back premiums within one such four (4) hour period, and to the extent that a call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- (c) Notwithstanding the foregoing an employee who has worked his full shift on a holiday and is called back shall receive the greater of two and one-half times (2 1/2) his regular straight time hourly rate for all hours actually worked on such call-back or four (4) hours pay at time and one-half (1 1/2) his straight time hourly rate, subject to the other provisions set out above.

22.03 Shift Differential: All employees shall be paid a shift differential of forty-five cents (\$.45) per hour for all hours worked outside the period 8:00 a.m. to 4:00 p.m. Effective July 1, 2006 the shift differential will be fifty-five cents (\$.55) per hour.

22.04 Work Schedules: It is agreed that revisions to work schedules is properly a topic for consultation between the parties through the Labour Management Committee. Agreement to

change schedules in consideration of operational requirements of the Homes shall not be unreasonably withheld by the Union

- 22.05 Part-Time Hours: Shifts shall be a minimum of four hours duration unless the Union and the Corporation agree otherwise. These parties agree that the Homes may also have dietary aide shifts of a minimum of three and one-half (3.5) hours duration where the employees in the section agree.

ARTICLE XXIII Paid Holidays

- 23.01 Paid Holidays For Part-Time Employees: A part-time employee who works on any of the statutory holidays listed below shall be paid at the rate of one and one-half times (1 1/2 X) his regular straight time hourly rate (excluding lieu pay) for all hours worked on such days. In order to qualify for one and one-half (1 1/2) times the regular rate of pay, the employee must have been employed for more than three (3) months.

	New Year's Day	Civic Holiday
	Good Friday	Labour Day
	Easter Monday	Thanksgiving Day
	Victoria Day	Christmas Day
	July 1st	December 26th

The parties agree that should the July 1st holiday be proclaimed as being observed on some other day, employees shall observe and be paid for the holiday on July 1st.

ARTICLE XXIV Vacations

- 24.01 a) Vacations with pay shall be granted to all employees on the following basis:

1725 paid hours of service - 2 week's vacation paid at 4% of gross earnings

5175 paid hours of service - 3 week's vacation paid at 6% of gross earnings

13800 paid hours of service - 4 week's vacation paid at 8% of gross earnings

25875 paid hours of service - 5 week's vacation paid at 10% of gross earnings

43125 paid hours of service - 6 week's vacation paid at 12% of gross earnings

- b) Employees terminating with less than 1725 paid hours of service will be paid in accordance with the provisions of the Employment Standards Act.
- c) Vacation time will be allowed throughout the calendar year on a seniority basis within each section; however, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period. The Corporation will make the final decision as to the time that an employee will take his vacation after consideration has been given to the preference of the employee. Employees may not take more than twenty (20) days vacation during the period June 15 to September 15.

Article XXV Medical Certificates

25.01 The Home shall pay the full cost of any medical certificate required of an employee by the Home.

ARTICLE XXVI Leave of Absence

26.01 (a) Leave of Absence: It is agreed that the Corporation will grant leave of absence without pay upon request to employees for attendance at Union Schools and conventions providing that at least two (2) weeks notice is filed with the Administrator.

It is agreed that employees granted such time off must be from various work locations to attend said union schools and/or conventions. The Corporation shall bill the Union for this time plus eighteen percent (18%) to cover the cost of benefits and administration.

(b) The Corporation shall grant a leave of absence with out pay upon request of the full-time employee who is elected or appointed to a full-time position with the CAW, providing that a least four (4) weeks written notice is filed with the Administrator. The leave shall be for

up to three (3) and may be renewed upon request. The Corporation shall bill the Union for this time plus eighteen percent to cover the costs of benefits and administration.

The employee agrees to notify the Corporation of his/her intention to return to work at least four (4) weeks prior to the date of such return. The Corporation may at its discretion backfill the vacancy as per a temporary posting. At the end of such leave:

- i) Any employees from within the bargaining unit who was transferred or promoted as a temporary substitute for the employee on leave will be returned to his or her former position, as will any other employee from within the bargaining unit who was promoted or transferred by reason of the temporary substitution.
- ii) An employee on leave for Union Office shall accumulate seniority while on leave and maintain his/her rate of pay in the classification held prior to his/her leave. Upon completion of the leave, the Employee will return to his/her former position and rate of pay held prior to the leave. Incremental increases will be frozen during the period of the leave.

An additional application for such leave may be granted consistent with the Corporation's staffing requirements and providing it does not interfere with the effective and efficient operation of the Section.

An application for leave of absence without pay by a full-time employee for a position with the CAW that is not full-time, or an application by part-time employee for any position with the CAW, may be granted consistent with the Corporation's staffing requirements, it being understood that the CAW will be responsible for the employee's pay and benefits or in lieu of benefits amount in these approved applications.

An employee on such leave is required to maintain his/her competence in the event that he/she is to return to the workplace.

- (c) Leave of Absence without Pay: The Administration may grant a leave of absence without pay if an employee requests same in writing and if the leave is for good reason and does not interfere with the efficient operation of the department.

26.02 Bereavement Leave: An employee who notifies the Corporation as soon as possible following a bereavement shall be granted three (3) consecutive days off, without loss of his regular pay for his scheduled hours from the date of the death up to and including the date of the funeral, in order that the employee may make the arrangements for and/or attend the funeral of a member of his immediate family.

The immediate family will be interpreted to be Mother, Father, Wife, Husband, Son, Daughter, Brother or Sister, Mother-In-Law, Father-In-Law, son-In-Law, Daughter-In-Law, Brother-In-Law, Sister-In-Law, Grandchild, Grandparents and legal guardian.

The Corporation will grant up to one (1) day off without loss of pay from previously scheduled regular hours of work to attend a funeral for a member of his/her family not listed above, or to act as a pallbearer, provided the employee notifies and obtains approval of his/her supervisor.

An additional two (2) days leave with pay will be allowed as travelling time for attendance at a burial that takes place two hundred (200) miles beyond the City of Thunder Bay.

26.03 a) Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision. The requirement for eligibility for pregnancy leave shall be thirteen (13) of continuous employment.

An employee on leave as set above who is in receipt of employment insurance pregnancy benefits pursuant to section 22 of the Employment Insurance Act, shall be paid a supplemental employment 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 employment insurance and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period and receipt by the Corporation of the employee's employment insurance cheque stub as proof that she is in receipt of employment 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 of work prior to the commencement of the leave times her normal weekly hours.

b) The employee shall give her Employer two (2) weeks notice in writing prior to the day upon which she intends to commence her leave of absence and shall furnish her

Employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

- c) An employee may, if she desires to return to work, shorten the duration of the leave of absence requested upon giving her Employer four (4) weeks notice of her intention to do so and furnishing her Employer with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- d) The Employer may require the employee to begin the leave of absence at such time as in its opinion the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy.
- e) The employee shall, if requested by the Employer, furnish medical proof of her fitness to resume her employment following the leave of absence.
- f) Credits for service shall accumulate during the period of leave. Seniority shall accumulate during the period of leave.
- g) No leave granted under the provisions of this Article will be considered sick leave and sick leave credits may not be used.
- h) An employee intending to resume employment with the Employer is required to advise the Employer in writing four (4) weeks prior to the expiry of the leave of absence for pregnancy. Upon her return to work following such leave, the employee will be returned to her former position or to work of a comparable nature at the same increment level of pay as she received prior to the commencement of the leave, in accordance with the provisions of this Agreement relating to seniority, provided that where operations which were suspended or discontinued by the Employer during such leave of absence have not been resumed by the Employer prior to the expiry thereof, the Employer shall, upon resumption of such operations, return the employee to work as above provided in this paragraph (j) hereof.
- i) An unpaid leave of absence shall be granted upon application in writing to the Employer at least two (2) weeks prior to the expiry of the leave for a period of up to six (6) months following the date the leave commenced, should the employee choose not to take

Parental Leave. The reinstatement right does not apply if the employment of the employee is ended for reasons unrelated to the pregnancy leave.

26.04

Parental Leave:

- a) Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision. The requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous employment.

An employee on leave as set above who is in receipt of employment insurance Parental Leave benefits pursuant to section 23 of the Employment Insurance Act, shall be paid a supplemental employment 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 employment insurance and any other earnings. Such payment shall commence following completion of the two (2) week employment insurance waiting period, as applicable, and receipt by the Corporation of the employee's employment insurance cheque stub as proof that she is in receipt of employment insurance Parental Leave benefits and shall continue while the employee is in receipt of such benefits for a maximum period of eight (8) to ten (10) weeks, as applicable. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day of work prior to the commencement of the leave times her normal weekly hours.

- b) It is understood that during any such leave, credit for seniority will accrue. Credit for service will accrue.
- c) During parental leave, an employee continues to participate in each type of benefit plan described below that is related to his or her employment unless he or she elects in writing not to do so.

For the purpose of the above, the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

During an employee's parental leave, the employer shall continue to make the employer's contributions for any plan described above unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

- d) An employee returning from Parental Leave shall be reinstated in her or his former position held at the time of commencing such leave, or a comparable position if the original position is not available. The reinstatement right does not apply if the employment of the employee is ended for reasons unrelated to the leave.

26.05 Jury/Subpoena Duty: If an employee is required to serve as a juror in any court of law or is required to attend as a witness in a court proceeding in which the Crown is a party or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance;
- (c) deposits with the Home the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

In addition to the foregoing, where an employee is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home on his regularly scheduled day off, the Home will attempt to reschedule the employee's regular day off, it being understood that any rescheduling shall not result in the payment of any premium pay. Where the Home is unable to re-schedule the employee and as a result he is required to attend on a regular day off, he shall be paid for all hours actually spent at such hearing at his regular straight time hourly rate subject to (a), (b) and (c) above.

26.06 a) Education Leave: If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications.

- b) A leave of absence, without pay, to take further education related to the employee's work with the Corporation may be granted upon written application by the employee to the Administration of the Corporation. 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.
- c) Where employees are required by the Corporation to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full costs associated with the courses.
- d) Clause (a) is not applicable where recent graduates are hired subject to becoming certified as R.P.N.'s.

ARTICLE XXVII No Contracting Out

27.01 The Corporation 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.

27.02 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation or in emergencies when regular employees are not readily available.

This provision shall not apply to students employed during the summer vacation period and Christmas vacation period.

27.03 Employment Agencies: Prior to enlisting the services of an employment agency, the Home will contact part-time staff who would normally perform the duties in question.

ARTICLE XXVIII Occupational Health & Safety

28.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Homes in order to prevent accidents, injury and illness.

The Employer and the Union agree to abide by and follow the provisions of the Occupational Health & Safety Act, and any amendments thereto.

The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

A worker representative from each Home will be appointed or elected by the Union for the Joint Health and Safety Committee and will serve for a minimum term of three (3) years.

- 28.02 a) Wherever possible, the Corporation agrees to continue its present practices with respect to the provision of protective clothing and safety devices to employees. With respect to the current practice of providing protective clothing and safety devices, employees who are aware of clothing and/or safety device defects must notify the Supervisor of this fact. The Supervisor will take appropriate action.
- b) The Corporation will reimburse up to twenty-five dollars (\$25.00) to each part-time employee who is required by the Corporation to wear safety footwear during the course of his duties. Employees will be required to submit receipts.

28.03 Workers' Safety & Insurance Board Form:

The Right to View WSIB Form 7: The employer agrees to supply the Union with a copy of the Workers' Safety & Insurance Board's Form 7 (Employee's Report of Accidental Injury or Industrial Disease) at least twenty-four (24) hours prior to it being sent to the Board. The Union shall be given opportunity to meet with the Employer to discuss and amend, if necessary, any errors or omissions found on the Form 7.

ARTICLE XXIX Duration and Termination of Agreement

29.01 This agreement shall continue in full force and effect for a period of three (3) years from and after the 1st day of July, 2004 until the 30th day of June, 2007, and shall continue automatically thereafter during annual periods of one (1) year each unless or until either party notifies the other not more than ninety (90) days and not less than sixty (60) days preceding the expiration date of the Agreement in writing, that it desires to amend or terminate this Agreement.

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act, 1960 and any amendments thereto.

Article XXX Observances

- 30.01 a) Minute of Silence: Employees Who Have Been Injured or Fallen On the Job
The Union has requested that one minute of silence be observed by members each year for workers who have been injured or fallen on the job. The minute of silence will be observed the morning of April 28th, at 11:00 a.m. or such time as determined by the Supervisor to have the least disruption to resident services.
- b) Minute of Silence: Violence against Women
The Union has requested that one minute of silence be observed by members each year for issues of violence against women. The minute of silence will be observed the morning of December 6th, at 11:00 a.m. or such time as determined by the Supervisor to have the least disruption to resident services.

ARTICLE XXXI CONSULTATION

On the request of either party, the parties shall meet at least once every two (2) months until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this ____ day of _____, 2005.

CAW UNION,
LOCAL 229:

THE CORPORATION OF THE CITY OF
THUNDER BAY:

MAYOR

CITY CLERKS

CAW UNION, LOCAL 229, SALARY SCHEDULE

CITY OF THUNDER BAY - HOMES FOR THE AGED

July 1, 2004 - June 30, 2007 Schedule "A"

<u>CLASSIFICATION</u>	<u>START</u>	<u>6 MONTH</u>	<u>1 YEAR</u>	<u>2 YEAR</u>
Group				
#1				
Dietary Aide, Housekeeping Aide, Laundry Aide, Laundry Porter, Seamstress, Potwasher				

July 1, 2004	2.50%	17.1085	17.2127	17.3169	17.4211
July 1, 2005	2.50%	17.5362	17.6430	17.7498	17.8566
July 1, 2006	2.50%	17.9746	18.0841	18.1935	18.3030

Group #2

Laundry Courier, Laundry Washer, Senior Laundry Washer

July 1, 2004	2.50%	17.5149	17.6186	17.7230	17.8270
July 1, 2005	2.50%	17.9528	18.0591	18.1660	18.2727
July 1, 2006	2.50%	18.4016	18.5106	18.6202	18.7295

Group #3 (a)

Health Care Aide, Orderly, Unit Support Worker

July 1, 2004	2.50%	18.0217	18.2633	18.5048	18.7466
July 1, 2005	2.50%	18.4722	18.7199	18.9675	19.2153
July 1, 2006	2.50%	18.9340	19.1879	19.4416	19.6957

Group #3 (b)

July 1, 2004	2.50%	17.7159	17.8199	17.9241	18.0281
July 1, 2005	2.50%	18.1588	18.2654	18.3722	18.4788
July 1, 2006	2.50%	18.6128	18.7221	18.8315	18.9408

Group #4

July 1, 2004	2.50%	18.8472	18.9709	19.0955	19.2196
July 1, 2005	2.50%	19.3184	19.4452	19.5729	19.7001
July 1, 2006	2.50%	19.8013	19.9313	20.0623	20.1926

Group #5

Third Cook

July 1, 2004	2.50%	19.0241	19.1468	19.2715	19.3956
July 1, 2005	2.50%	19.4997	19.6255	19.7533	19.8805
July 1, 2006	2.50%	19.9872	20.1161	20.2472	20.3775

Group #6

Second Cook

July 1, 2004	2.50%	19.3904	19.5138	19.6372	19.7607
July 1, 2005	2.50%	19.8752	20.0017	20.1281	20.2547
July 1, 2006	2.50%	20.3721	20.5017	20.6313	20.7611

Group #7First Cook, Maintenance Person, Dietary Storekeeper Receiver,
Storekeeper Cleaner Housekeeping

July 1, 2004	2.50%	20.0241	20.1587	20.2927	20.4270
July 1, 2005	2.50%	20.5247	20.6626	20.8001	20.9377
July 1, 2006	2.50%	21.0378	21.1792	21.3201	21.4611

Group #8 (a)

Non-registered Practical Nurse

July 1, 2004	2.50%	19.6122	19.8744	20.1367	20.3991
July 1, 2005	2.50%	20.1026	20.3713	20.6402	20.9091
July 1, 2006	2.50%	20.6051	20.8806	21.1562	21.4318

Group #8 (b)

Maintenance Engineer, Registered Practical Nurse, Therapeutic Recreationist
 Restorative Care Worker (pending job review)

July 1, 2004	2.50%	20.0241	20.2927	20.5610	20.8297
July 1, 2005	2.50%	20.5247	20.8001	21.0750	21.3505
July 1, 2006	2.50%	21.0378	21.3201	21.6019	21.8842

LETTER OF UNDERSTANDING

- between -

THE CORPORATION OF THE CITY OF THUNDER BAY

- and -

SERVICE EMPLOYEES UNION LOCAL 268

RE: Disabled Employees

This letter of understanding outlines principles and procedures under which placement of disabled employees can be made and applied to cases where the disabled employee is unable to return to his or her regular position. This letter does not supersede either party's collective agreement and/or other legal rights and obligations under applicable legislation.

Principles

1. Rehabilitation and the duty to accommodate disabled employees involve responsibilities and obligations shared between the Employer, the Union, and those who are disabled. Reasonable accommodation may require collective agreement amendments (subject to agreement by authorized representatives of the parties), and may require worksite and/or equipment alterations, or alterations to job duties. Accommodation shall not have a significant, adverse effect on the disabled worker or other workers within the bargaining unit, and shall not cause undue hardship to the Employer. The co-operation of all parties is necessary to reach the goal of integrating the employee back into the workplace.
2. Workers who are in receipt of authorized sick leave, short-term disability or Workers' Safety & Insurance Board benefits and are unable to perform all or part of their regular duties are eligible to be considered for placements.
3. The parties may discuss accommodation in the form of finite, temporary placements or permanent placement. However, it is understood that this Letter does not obligate or require that the Employer create work and/or temporary/full-time positions.
4. Placement of employees to and from other bargaining units or employee groups will be considered when there are no suitable disabled employees or jobs available from within the bargaining unit.

Procedures:

1. A Placement Committee shall be established to deal with placements. The Committee shall consist of two (2) Union representatives and two (2) Employer representatives. The Union's representatives shall have jurisdiction to make final and binding decisions on behalf of the bargaining unit with respect to placement/accommodation arrangements.
2. When the Corporation seeks an accommodated work placement within the bargaining unit, the Placement Committee will meet to discuss same.

3. Placements will be reviewed with regard to accommodation within the principles set forth above.
4. Rates of pay assigned to positions utilized under this letter will be as provided for in the Collective Agreement or, in the case of new or significantly modified positions, as determined by the parties. (The rate of pay will be initially determined by the employer). When the rate is approved, and if it results in a rate increase, such will be retroactive to the date of appointment. Where an agreement on the rate cannot be reached in an expeditious manner, the rate may be subject of a grievance.
5. Seniority will commence or continue to accumulate in accordance with the applicable collective agreement. A disabled worker who is placed into a position will serve a trial period as agreed to by the parties, during which time the parties will monitor and/or assess the success of the placement. If the disabled worker is adversely affected by the placement, at any time, she/he will notify the Supervisor and Placement Committee at which time the placement will be reassessed. Additional reviews may be carried out as required.
6. Subject to the conditions of this Letter, the placed, disabled worker shall be governed by normal collective agreement provisions.

Dated this ____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

TERMS OF SETTLEMENT
BETWEEN
THE CORPORATION OF THE CITY OF THUNDER BAY - HOMES FOR THE AGED
AND
SERVICE EMPLOYEES UNION, LOCAL 268

Re: Nursing Department Only – Overtime

The parties agree the following is full and final settlement of Grievance #G-95-49 (Nancy Taylor - Overtime) and #G-95-50 (Policy - Overtime Distribution)

The parties agree that for the purposes of Article 22.01 (f) of the Full-time Agreement and 21.01 (e) of the Part-time Addendum, the NOTE will be interpreted to mean the following:

This does not preclude the Corporation from asking on-site staff in the work area unit (i.e. P/R 1 & 4) to stay for an extended partial or full tour in situations where the Corporation has received less than three (3) hours notice of being absent from the employee prior to the start of the employee's scheduled shift.

These overtime shifts will be distributed in an equitable manner* amongst employees within the classification in the affected work area unit. If no employee is available within the work area unit, then employees within the classification who work in the particular Home will be offered the overtime work.

However, no employee will be offered overtime shifts of either short notice or as per the language in 22.01 (f) and 21.01 (e) if as a result it would cause an employee to work their next regular shift within ten (10) hours of the overtime shift. In this case, the Employer will offer the shift to the next senior employee in the work area unit. If overtime costs have to be incurred, then the Employer shall schedule the overtime opportunity at the least cost to the Corporation.

In all other instances where notice of absence exceeds three (3) hours, overtime will be distributed as per the guidelines indicated in 22.01 (f) of the Full-time Agreement and 21.01 (e) of the Part-time Addendum. In other words, overtime shifts which become available after three (3) hours notice will be distributed in an equitable manner* amongst employees within the classification at the particular Home.

* Equitable manner means the Employer always offers shifts to the senior available employee. The offers are not rotated through the list, rather the senior available employee shall always receive the offer. However, for those employees who wish to waive their right to all overtime opportunities must do so by submitting such in writing to their respective Director of Nursing.

The Employer will ensure that all staff who are responsible for replacement shifts will be notified of this process. The Employer will post the process in a conspicuous place for all staff to see.

This agreement is on a without prejudice or precedent basis to both parties' respective positions in this matter, or any other matter of a similar nature.

Dated this ____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING
 BETWEEN
 THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")
 AND
 CANADIAN AUTO WORKERS, LOCAL 229 (THE "UNION")

Re: Violence against Women

The parties agree that when there is adequate verification from a recognized professional (i.e. doctor, lawyer, professional counsellor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Employer, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measures.

Dated this ____ day of _____, 2005

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

JOINT STATEMENT

WORKPLACE HARASSMENT

THE CORPORATION OF THE CITY OF THUNDER BAY

AND

CANADIAN AUTO WORKERS, LOCAL 229

The Corporation and CAW agree that all staff have the right to work in an environment free of harassment, and that all employees are expected to treat others with dignity and mutual respect and to discourage harassment. Harassment is defined under the Ontario Human Rights Code as “engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, because of race, ancestry, place of origin, citizenship, creed, age, record of offences, marital status, family status, or handicap. It can be generally described as verbal, visual, or physical conduct that is likely to cause offence or humiliation, or might reasonably be perceived as placing a condition on employment.

Employees who believe that they have been harassed should tell the individual that his or her behaviour is unwelcome and ask him/her to stop. Employees may also make a complaint by reporting the situation to their supervisor/management or Union Representative. Employees are entitled to obtain Union representation with either approach.

Employees can pursue all avenues under the Corporation's policies on Harassment.

Dated this _____ day of _____, 2005.

CAW UNION,	THE CORPORATION OF THE
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LOCAL 229:	CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")

AND

THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")

Re: Scheduling and Offering "Extra" shifts to Part-time Employees in the Nutrition and Foods (excluding Cook shifts) Section

Scheduling

Subject to operational requirements:

1. Schedules for part-time Employees will be configured using a block format. Schedules will endeavour to rotate every four (4) week period.
2. Part-time rotations may include single days or up to two (2) days off per week to allow for the scheduling of one weekend off every four (4) weeks for regularly scheduled part-time employees.
3. Part-time regular shifts will be equally distributed up to a maximum of 22.5 hours per week between all regularly scheduled part-time employees for each pay period.
4. "Extra shifts" known prior to the posting of the schedule will be assigned by seniority to part-time employees up to but not exceeding regular full-time hours.

5. "Extra shifts" that become available after the working schedule has been posted will be offered by seniority to all part-time employees up to but not exceeding regular full-time hours. (Note: An established full shift or part shift will not be offered where it would result in exceeding the full-time hour threshold for the employee.)
6. "Extra shifts" will include vacations, leaves of absence, bereavement leaves, statutory holidays and sick days.
7. Regular hours will be identified on the schedule using "black" ink.
8. Extra hours will be identified on the schedule using "green" ink.
9. Days off will be identified on the schedule as shaded or grey.
10. Any changes made to the schedule after the schedule has been posted or any overtime shifts awarded will be identified on the schedule in "red" ink.
11. All schedules will be posted in the Kitchen and will remain posted subject to when the Supervisor is working on the schedule.
12. Employees will only be allowed to trade shifts twice (2) per every four (4) week rotation.
13. Request for a shift trade must be submitted to the Supervisor at least forty-eight (48) hours prior to the start of the trade. It must occur within the same pay period; be signed by both the individuals agreeing to the trade and must be approved by the Supervisor.
14. Where possible, trades are for equivalent work time (shift).
15. Employees will not be allowed to give away any shifts that have been assigned on the schedule. Should an employee be unable to work an assigned shift for any reason, they are required to notify the Supervisor.

Process

1. When offering “extra” shifts that become available after the working schedule in Article 22.01 f) (PT) is posted and during the two week period of the posted schedule, the following will occur on a Home specific basis:
 - a) The most senior part-time employee in the classification within the Home will be called where an “extra” shift(s) requires replacement. The employee may accept the number of “extra” shifts that will bring her hours up to seventy-five (75) in a bi-weekly pay period. A shift(s) will not be offered where the employee is already scheduled to work that day, or where the employee is on vacation or other authorized leave, or where overtime will be incurred. Where the employee has made her selection and additional coverage is required, the next senior part-time employee will be called.
 - b) Where the employee is already scheduled to work a shift that is less than (7.5) hours, an offer to exchange that shift for a shift of greater hours will not be made.
 - c) The work schedule posted for the Home will be used to identify the availability of an employee for an extra shift(s). An employee will be considered for extra shifts in the classification with the Home unless she indicates in writing that she not to be considered.
 - d) The most recent seniority list posted in accordance with Article 15.09 will be used to identify the seniority of part-time employees in the classification within the Home.
 - e) If the employee cannot be reached or declines the shift(s), the next senior part-time employee will be called.
 - f) The date and time of the call, the shift required, and the employee’s response will be recorded, i.e. if there is no answer, “no answer” will be recorded; if the employee is unable to come in, “N/A” will be recorded. A message will be left, if possible, outlining the reason for the call and advising that the Home will be continuing down the seniority list.
 - g) If an employee is unable to attend a shift that has been obtained through an offer, they must telephone the Supervisor or Scheduling Office so that a replacement may be found. Employees will not be allowed to give away or trade these shifts.
 - h) Where the above procedure is followed and a shift(s) still require replacement, the other Homes may be contacted for part-time employees within the classification. Employees who wish to be considered for extra shifts within other Homes will indicate their availability in writing. Hours worked in any of the Homes are counted toward total time worked in bi-weekly pay period.

- i) The Corporation may ask the most senior staff working a part shift to stay/report early for an extended tour in situations where the Home has received notice that an employee will be absent with less than seven and one-half (7.5) hours from the start of the employee's shift, providing this does not incur overtime.
 - j) Overtime distribution will be in accordance with Article 22.01 e) (PT).
2. It is understood that part-time employees who accept extra shifts that bring their hours up to seventy-five (75) in a bi-weekly pay period maintain their part-time status.
 3. It is understood that this Letter implies no guarantee of hours of work for part-time employees.

Seniority for Bidding Rotations

1. Initially, incumbent Employees will be allowed to utilize their seniority to bid on available shift rotations prior to the implementation of the new rotations slated to begin November 30 each year.
2. When a vacancy is posted, it is understood that the position being bid includes the rotation that was vacated on the schedule. Employees successfully bidding the posted position will not be allowed to utilize their seniority to claim a different shift rotation having the effect of displacing another employee on the work schedule.
3. No later than November 1 each year shift schedule rotations will be posted for re-bidding by incumbents in the position by seniority. The results of such bidding will be implemented effective with the February schedule for the following year.

Signed at Thunder Bay, Ontario this ____ day of _____, 2005.

CAW UNION LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE CITY OF THUNDER BAY (the “Corporation”)

And

THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(the “Union”)

Re: Offering “Extra” Shifts to Part-Time Employees – Nursing Section

Preamble

The parties recognize that the RPN classification and the HCA classification are separate and distinct classifications, and that an RPN who replaces a HCA shift is expected to perform only the duties and responsibilities of a HCA and will be paid the HCA rate in accordance with 15.05 (PT). It is further

understood that the use of a combined RPN/HCA seniority list as outlined below is solely for the purpose of distributing extra HCA shifts.

1. When offering “extra” RPN and/or HCA shifts that become available before and after the working schedule in Article 22.01 f) (PT) is posted, the following will occur on a Home-specific basis:

- a) The most senior part-time employee in the classification within the Home will be called where an “extra” shift(s) requires replacement.

Note: The order of offering “extra” shifts will be first to the Regular Scheduled Part-time by seniority within the classification within the Home then to Irregular Scheduled Part-time within the classification within the home.

The employee may accept the number of “extra” shifts that will bring her hours up to seventy-five (75) in a bi-weekly pay period. A shift(s) will not be offered where the employee is on vacation or other authorized leave, or where overtime will be incurred. Where the employee has made his/her selection and additional coverage is required, the next senior part-time employee will be called.

- b) The work schedule posted for the Home will be used to identify the availability of an employee for an extra shift(s). An employee will be considered for extra shifts in the classification on all units within the Home unless she indicates in writing that she is not to be considered.
- c) The most recent seniority list posted in accordance with Article 15.09 will be used to identify the seniority of part-time employees in the classification within the Home.
- d) If the employee cannot be reached or declines the shift(s), the next senior part-time employee will be called.
- e) The date and time of the call, the shift required, and the employee’s response will be recorded, i.e. if there is no answer, “no answer” will be recorded; if the employee is unable to come in, “N/A” will be recorded. A message will be left, if possible, outlining the reason for the call and advising that the Home will be continuing down the seniority list.

- f) If an employee is unable to attend a shift that has been obtained through an offer, they must advise their Supervisor or Scheduling Officer so that a replacement may be found.
- g) Where the above procedure is followed and a shift(s) still require replacement, the other Homes may be contacted for part-time employees within the classification. Employees who wish to be considered for extra shifts within other Homes will indicate their availability in writing. Hours worked in any of the Homes are counted toward total time worked in bi-weekly pay period.
- h) The above does not preclude the Corporation from asking staff to stay for an extended tour in situations where the Home has received notice that an employee will be absent less than seven and one-half (7.5) hours from the start of the employee's shift, providing this does not incur overtime.
- i) Overtime distribution will be in accordance with the Letter of Understanding Re: Nursing Department Only – Overtime.
- j) Emergent Situation: The parties agree that in an emergent situation and prior to the payment of overtime, the Corporation will be allowed to utilize the following measures to ensure the availability of sufficient staff for the delivery of patient care:
 - i) HCA's who are qualified as RPN's will be allowed to be utilized in order of seniority to fill RPN Shifts. HCA's will be paid the appropriate RPN rate of pay with performing these duties.
 - ii) When there are no RPN's available from another floor and having exhausted the call-in list and the offering of overtime, additional HCA's may be called in as extras to the floor. HCA's will not be utilized as replacements for the RPN or to perform the work of an RPN.

Note: It is not the intent of the parties to utilize this Article to erode the RPN classification.

2. It is understood that the part-time employees who accept extra shifts that bring their hours up to seventy-five (75) in a bi-weekly pay period maintain their part-time status.

3. It is understood that this Letter implies no guarantee of hours of work for part-time employees.

Signed this _____ day of _____, 2005.

CAW UNION, LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")

AND

THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")

Re: Housekeeping Section – Part Time Scheduling and Extra Shifts

It is understood that this Letter of Understanding is supplementary to the Collective Agreement between the above parties, and is intended to cover the conditions applicable to Housekeeping Section– Part Time Scheduling and Extra Shifts.

Regular Schedule

Schedules for part time Housekeeping employees will be done through equal distribution of regular available hours up to 22.5 hours per week within each Home.

Offering of Extra Shifts

When extra shifts are identified and require replacement, the extra shifts will be offered to part time Housekeeping employees using equal distribution on a Home specific basis. By scheduling extra shifts using equal distribution on a Home specific basis, it is understood that a senior employee may be bypassed for an extra shift in order to schedule extra shifts as equitably as possible. If a replacement cannot be found using the Home specific method, the extra shift will be offered on a Global basis. If the "extra" shift is identified more than four (4) hours from the commencement of the shift, the shift will be offered globally by seniority. If the "extra" shift is identified with less than four (4) hours from the commencement of the shift, the shift will be offered globally to the first employee that is available irregardless of seniority.

1. Part time employees may accept the number of extra shifts that will bring their hours up to a maximum of seventy five (75) hours in a bi-weekly period.
2. An extra shift will not be offered to a part time employee, who is already scheduled to work that day, when the employee is on vacation or an approved leave, or where overtime will be incurred.
3. Where an employee is already scheduled to work a shift that is less than 7.5 hours, that employee will not be offered a shift of greater hours.
4. An employee will be considered for extra shifts within their specified Home unless he/she indicates in writing to their Supervisor that he/she is not to be considered.
5. If an employee cannot be reached or declines an extra shift, the shift will be offered to the next part time employee to raise that employee's hours up in accordance with the principle of equal distribution.
6. The date and time of the call, the shift required and the employee's response will be recorded. If the employee is not able to work an extra shift, an N/A will be recorded. A message will be left, if possible, outlining the reason for the call and advising the employee that the Home will be continuing down the seniority list.
7. When the shift cannot be filled on a Home specific basis, the shift will then be offered to the first available part time employees on a global basis. If there is more than four (4) hours from the commencement of the shift to find replacement globally, the shift will be offered by seniority. If there are less than four (4) hours from the commencement of the shift to find replacement globally, the shift will be offered to the first employee that is available irregardless of seniority.
8. Employees who wish to be considered for shift coverage within other Homes will indicate their availability in writing.
9. Any hours worked in any of the Homes will be counted towards total time for that bi-weekly period.

SIGNED AT THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 2005.

CAW UNION LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")

AND

THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")

Re: Laundry Section – Offering Extra Shifts to Part-time Employees

It is understood that this Letter of Understanding is supplementary to the Collective Agreement between the above parties, and is intended to cover the conditions applicable to Laundry Section – Offering Extra Shifts to Part-time Employees.

Offering of Extra Shifts

When extra shifts are identified and require replacement, the extra shifts will be offered by seniority.

1. Part-time employees may accept the number of extra shifts that will bring their hours up to a maximum of seventy five (75) hours in a bi-weekly period.
2. An extra shift will not be offered to a part-time employee, who is already scheduled to work that day, when the employee is on vacation or an approved leave, or where overtime will be incurred.
3. Where the senior employee is already scheduled to work a shift that is less than 7.5 hours, that employee will not be offered a shift of greater hours.
4. The work schedule posted for the department will be used to identify the availability of an employee for an extra shift(s). An employee will be considered for extra shifts within the department unless he/she indicates in writing to their Supervisor that he/she is not to be considered.
5. The most recent seniority list posted in accordance with Article 15.09 will be used to identify the seniority of the part-time employees for offering extra shifts.
6. If the employee cannot be reached or declines the shift(s), the next senior part-time employee will be called.
7. The date and time of the call, the shift required and the employee's response will be recorded. If the employee is not able to work an extra shift, an N/A will be recorded. A message will be left, if possible, outlining the reason for the call and advising the employee that the Home will be continuing down the seniority list.
8. It is understood that this Letter implies no guarantee of hours of work for part-time employees.

This letter of Understanding will be subject to a six (6) month trial period, beginning with the date of implementation. During the trial period, this Letter of Understanding will not be terminated by either party. Prior to completion of the six (6) month trial period, both parties will evaluate the Laundry Section Offering of Extra Shifts to Part-time Employees Letter of Understanding and may mutually agree to its continuation for

the term of the Collective Agreement or return to the former shift schedule.

SIGNED AT THUNDER BAY ONTARIO, THIS _____ DAY OF _____, 2005.

CAW UNION LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY:

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF THUNDER BAY (THE "CORPORATION")

AND

THE CANADIAN AUTO WORKERS, LOCAL 229 (At the Homes for the Aged)
(THE "UNION")

Re: Life Enrichment and Activation Section – Part Time Scheduling and Extra Shifts

It is understood that this Letter of Understanding is supplementary to the Collective Agreement between the above parties, and is intended to cover the conditions applicable to Life Enrichment and Activation Section – Part Time Scheduling and Extra Shifts.

Regular Schedule

Current schedules for regular part time Life Enrichment and Activation employees will follow a four (4) week rotation and will not exceed 22.5 hours per week.

Offering of Extra Shifts

When extra shifts are identified and require replacement, the extra shifts will first be offered by seniority on a Homes specific basis. If a replacement is not found within the specific Home, replacement will be offered by seniority on a global basis, within all Homes.

1. Part time employees may accept the number of extra shifts that will bring their hours up to a maximum of seventy five (75) hours in a bi-weekly period.
2. An extra shift will not be offered to a part time employee, who is already scheduled to work that day, when the employee is on vacation or an approved leave, or where overtime will be incurred.
3. Where a senior employee has accepted an extra shift and further coverage is required, the next senior employee will be offered the subsequent shift.
4. Where the senior employee is already scheduled to work a shift that is less than 7.5 hours, that employee will not be offered a shift of greater hours.
5. An employee will be considered for extra shifts within their specified Home unless he/she indicates in writing to their Supervisor that he/she is not to be considered.
6. The most recent seniority list posted will be used to identify the seniority of the part time employees within the Home for offering extra shifts.
7. If an employee cannot be reached or declines an extra shift, the shift will be offered to the next senior part time employee.
8. The date and time of the call, the shift required and the employee's response will be recorded. If the employee is not able to work an extra shift, an N/A will be recorded. A message will be left, if

possible, outlining the reason for the call and advising that the employee at the Home will be continuing down the seniority list.

9. When the shift cannot be filled on a Home specific basis, the shift will then be offered by seniority to part time employees' on a global basis. Employees who wish to be considered for shift coverage within other Homes will indicate their availability in writing.
10. Any hours worked in any of the Homes will be counted towards total time for that bi-weekly period.

SIGNED AT THUNDER BAY, ONTARIO THIS _____ DAY OF _____, 2005

CAW UNION LOCAL 229:	THE CORPORATION OF THE CITY OF THUNDER BAY: