

AGREEMENT

between

THE CORPORATION OF THE COUNTY OF ESSEX

- and -

SUN PARLOR HOME FOR SENIOR CITIZENS

and

VICTORIA STREET MANOR

LOCAL 860

Effective

April 1, 2004 - March 31, 2007

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Note: An asterisk (*) denotes Articles for which there is a corresponding Article in Schedule "C", Victoria Street Manor Addendum. Pursuant to Article 2.02, in any case where there is a corresponding provision in the Addendum, the terms of the provision in the Addendum shall always take precedence over the language in the main body of the Collective Agreement and shall be interpreted independently thereof.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01** The Union recognizes the Corporation as a non-profit Corporation, which is supported by monies raised through taxes.
- 1.02** The Union acknowledges that it is the right of the Corporation to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for proper cause, provided that procedures contrary to this Agreement are not used and it is the right of the Union and/or employee to lodge a grievance in the manner and extent herein provided and to have it dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.03** The Union recognizes the right of the Corporation to operate and manage the said Senior Citizens' Home and Victoria Street Manor in accordance with its obligations and in the interest of the residents thereof, and to the community at large and to make and alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Corporation until they have been discussed with the Union and the reason for the change is explained. The change will be posted on the bulletin board normally used for this purpose for a period of at least one (1) week.

The Corporation shall send to the Union copies of all rules, regulations and policies in force at Sun Parlor Home and, from time to time as they occur, any changes or amendments thereto.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01** The Corporation, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 860 as the exclusive bargaining agent for all its employees save and except the Administrator, Administrative Assistant, Department Heads, Victoria Street Manor Supervisor, Manager of Staff Development, Registered Nurses and Employees in Bargaining Units for which any Trade Union held bargaining rights as of July 1st, 1990, and hereby consents and agrees to negotiate with the Union, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.02** The parties to this Agreement agree that the Victoria Street Manor is an entity which is geographically separate from the Sun Parlor Home - Leamington and that by virtue of the difference in its purpose, nature, operations and funding source, may require procedures, rules, regulations and scheduling which are different from those in the Sun Parlor Home - Leamington. The parties further agree that as a result of this distinct operation they will cooperate to ensure that these distinct requirements are accommodated so that the Victoria Street Manor can, at all times, be operated in such a manner as to ensure the highest quality of care for the residents

For this reason, the Corporation and the Union have agreed to Schedule "C" of the Collective Agreement between the Corporation and the Union Local 860.

The parties agree that at all times when interpreting an Article of the Agreement, for which there is a provision in the Addendum, all subsections of that Article will be interpreted exclusively according to the procedures and practices in existence at the Victoria Street Manor.

2.03 No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of the Collective Agreement.

Unless of a confidential, personal nature and dealing with subject matter not addressed in the Agreement, copies of written agreements between the employee and the Employer shall be forwarded to the Union.

2.04 In respect of employees covered by this Agreement, the Corporation shall not recognize during the currency of the Agreement any other Bargaining agent in respect of any matters herein dealt with.

ARTICLE 3 - RELATIONSHIP

3.01 All employees in the Bargaining Unit shall fall into one of the following definitions:

Full-time shall consist of those permanent persons employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and a daily shift of eight (8) hours. Such permanent employees shall be entitled to all benefits and conditions of this Collective Agreement.

Office and clerical employees, save and except Ward Clerks, shall work on a regularly scheduled shift consisting of 40 hours per week and a daily shift of 8 hours; includes a half (½) hour unpaid lunch break Monday to Friday inclusive. Such employees shall be entitled to all benefits and conditions of this Collective Agreement.

Part-time shall consist of those permanent employees who are employed to enable the efficient operation of the shift schedules posted from time to time providing days off for a Full-time employee or, to replace those employees in Full-time that are unable to work their regular shift as scheduled for any reason.

Term shall consist of an employee who has been hired from outside the Bargaining Unit as a Term employee to fill a temporary position. They shall receive those benefits and seniority, which are provided to part-time employees. Upon becoming a permanent employee, they shall receive the appropriate benefits of the Collective Agreement.

Students shall consist of students as per the following definition and conditions. Students shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school.

Students will only be used during the summer months, March break and the period between December 10th and January 10th and only when no permanent employees have been laid off.

These Students shall not be scheduled for any hours more than Full-time or Part-time employees, nor shall they be called in until all other Part-time and Term employees have been given an opportunity to accept such hours. Students shall not accumulate seniority under this Collective Agreement, and shall not receive any fringe benefits under this Agreement save and except statutory vacation and basic hospitalization coverage as required under the Employers Health Tax Legislation. Any amendments to this Article shall be considered but changes will only occur if agreed by both parties.

Part-time employees upon becoming full-time employees, shall acquire seniority as a full-time employee on the basis of 1,852 hours worked as a part-time employee will equal one (1) year of seniority. This provision shall be applicable to all employees employed as a full-time employee by the Corporation.

<u>Benefits</u>	<u>Part-time and Term Employees</u>
OHIP	100 percent cost to Employer
Vacation	Paid as per Article 17
Paid Holidays	As per Article 16 with exception of Float Day
Longevity Pay	Based on 1,852 hours equal to one year of service
Life Insurance	As per Article 23
Pregnancy/Parental Top-up	As per Article 26

Part-time and Term employees shall have no rights to sick leave, but these employees shall have the right to make up lost time due to sickness during a work schedule in accordance with their seniority providing there is work available on a call-in-basis. This call-in to make up sick leave shall not be subject to Article 14.07 and a refusal shall be considered to be a shift worked.

- 3.02** All employees shall give their best effort at all times in performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. Department Heads will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at the time extend their fullest cooperation to one another, in order that the assigned work will be carried on efficiently and economically. The Union will not engage in Union activities during working hours unless provided for in the Agreement, or hold meetings at any time in the premises without the permission of the Home Administrator or designate. Such permission shall not be unreasonably withheld.
- 3.03** The Corporation and the Union mutually agree, that no employee shall be in any manner discriminated against, coerced, restrained, or influenced, because of their race, sex, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization.
- 3.04** The Corporation and the Union recognize that this agreement is subject to all Government regulations as they apply to employees and to the Corporation.
- 3.05** To create harmonious relationships between the parties hereto, any problems confronting the Union and which are not likely to be the subject of a grievance shall be discussed with the Department Head first, then the Home Administrator. If a settlement satisfactory to the Union is not reached, the Union may so inform, in writing, the Manager, Human Resources for the County, who shall direct the appropriate Committee of the Corporation to meet with the Union within thirty (30) days as mutually agreed.
- 3.06** An employee may view the Corporation's file on such employee at a mutually agreeable time upon written request to the Administrator.

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.01** The Corporation shall deduct monthly Union dues from all employees covered by this Agreement. The Corporation will forward in one (1) cheque to the National Secretary Treasurer of the Union, not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of names, classifications and total hours worked of employees from whose wages the deductions have been made. The Corporation further agrees that on the first remittance of each year it will provide the addresses and gender of those employees reported upon. A copy of such list shall be provided to the Secretary Treasurer of the Local Union.
- 4.02** All employees covered by this Agreement shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment is to be made by payroll deductions, provided membership in the Union remains on a voluntary basis and is not a condition of employment.
- 4.03** At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of union dues paid by each Union Member in the previous year.

ARTICLE 5 - NEW EMPLOYEES

- 5.01** On commencing employment, the Corporation shall introduce the new employee to the area Union Steward or Representative at an appropriate time.

The Employer shall add to their orientation package the list of current Executive Members as updated and prepared by the Union. The employer shall also provide to new employees a copy of the current Collective Agreement.

ARTICLE 6 - CORRESPONDENCE

- 6.01** Unless otherwise specified in the Collective Agreement, all correspondence between the parties arising out of this Agreement or incident thereof shall pass to and from the Administrator of the Sun Parlor Home, Leamington, Ontario, and the author of the correspondence with a copy to the Secretary of the Union, whose name and address from time to time shall be forwarded to the Corporation. As a general practice, the Corporation will also send copies of such correspondence to the President of the Union, the National Representative of CUPE and the Manager, Human Resources.

ARTICLE 7 - LABOUR MANAGEMENT & UNION REPRESENTATION

- 7.01** Any duly appointed representative of the Union, in the employ of the Corporation, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance or the negotiation of a new agreement held within working hours without loss of remuneration, provided such employee first obtains permission from the Administrator of the Home or his authorized representative. Such permission shall not be unreasonably withheld.

7.02(a) Right of Fair Representation

The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

7.02(b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.

7.02(c) Prior to discussions of a disciplinary nature with the Employer the Union shall be notified no less than one-half (1/2) hour of the nature of the meeting or as soon as practicable to do so.

7.03 Establishment of Labour Management Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union, with two (2) alternates who shall only attend if needed to replace the full-time representatives, and also consisting of two (2) representatives of the Employer, one (1) of whom shall be the Administrator of the Home or designate. All of the above persons shall be employees of the Home. The Committee shall enjoy the full support of both parties in the interest of improved service to the residents, and job security for the employees.

7.04 Function of the Committee

The Committee shall develop a mandate for its continued consideration, which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members subject to Article 7.08.

7.05 Meetings of Committee

The Committee shall meet as necessary but not more than once a month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

7.06 Chairperson of the Meeting

An employer and Union representative shall be designated as chairpersons and shall alternate in presiding over meetings. Chairperson will have voice and vote.

7.07 Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared by the Chairperson as promptly as possible after the close of the meeting. All members of the Committee shall each receive a copy of the minutes within one (1) week following the meeting. The minutes shall be typed and distributed by the Employer. Following distribution of the minutes to the Committee Members said minutes shall be posted appropriately.

7.08 Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.09 Unless otherwise specified, if a member of the Bargaining Unit is required to be in attendance in a meeting with the Employer as provided in this Agreement and such attendance is outside of the employee's regular hours, then such employee(s) shall be entitled to time off equivalent to the amount of time in such meeting which was outside the employee's regular hours at a time suitable to the employee. Such time off shall be with pay.

ARTICLE 8 - SENIORITY

8.01 Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer and the Home prior to certification or recognition of the Union. Except as otherwise provided in Article 10.04(a), seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall from lay-off. Seniority, unless otherwise specified, shall operate on a Bargaining-Unit-Wide basis.

8.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and seniority date of each employee. Seniority dates for Full-time employees, subject to the provisions of the Article and unless having been employed in a or as a Term or Part-time employee supervisory position, shall be their original date of hire.

Part-time and Term employees' seniority date shall be based on 231.5 shifts being equal to one year's seniority.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

Unless otherwise provided in the Collective Agreement, the seniority lists posted in January and July shall govern how employees are scheduled, called-in, and provided vacation preference.

8.03(a) Calculation of Seniority

Except as otherwise provided for in this Agreement, it is understood that overall Bargaining-Unit-Wide seniority shall not be lost as a result of transfers, promotions or demotions within the Bargaining Unit to or from full-time positions. In accordance with Article 8.02, an employee's seniority date in such circumstances will be calculated and adjusted for any period of time spent in a part-time position on the pro-rated basis of 231.5 shifts being equal to one (1) year of seniority.

- (b) If it is necessary as a result of lay-off to transfer an employee from one department to another, the employee shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the Department to which they transferred.
- (c) Departmental seniority shall only be used to determine preference or priority for vacations and call-ins within a department. For the purpose of this article RPN's and HCA's shall be treated separately from each other.

8.04(a) Seniority for New Employees

Full-time employees shall be regarded as probationary employees for the first six (6) calendar months continuous employment in any one (1) year. At the expiration of said time they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.

- (b) Part-time and Term employees shall be regarded as probationary employees for the first sixty (60) shifts worked. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.
- (c) Employees who have completed their probationary period as stated above, shall not be required to complete a second probation in the case of job transfer or job posting.

8.05 Seniority During Absence

An employee shall lose all seniority and employment shall be deemed terminated if the employee:

- a) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- b) is absent from work without leave of absence for more than two (2) consecutive days, unless there was reasonable justification for such absence;
- c) fails to report for work within two (2) calendar days after being notified by registered mail, provided that no employee shall fail to lose their seniority or employment if failure to report to work when called is caused by sickness or accident substantiated by a Medical Doctor's Certificate which shall be provided upon return to work;
- d) is laid off for a period of more than thirty-six (36) months.

8.06 Seniority During Transfers to Supervisory Positions and Within Bargaining Unit

The selections or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. Any employee transferred to a supervisory position and subsequently transferred back to a position within the Bargaining Unit shall be credited with accumulated seniority to a maximum of twelve (12) months of the time spent in the supervisory position for the purpose of vacation preference and postings within the Bargaining Unit.

- (a) Subject to Article 10, when an employee is the successful applicant for a job posting from one department to another within the Bargaining Unit he/she shall be governed by departmental seniority, so that an employee so transferred shall begin to accumulate seniority for the purposes of such department from the date of transfer thereto but shall retain his overall seniority within the Bargaining Unit for all other purposes within the scope of this Agreement.
- (b) Notwithstanding anything contained herein, transfer of employees from one department to another within the Bargaining Unit due to layoff shall be governed by their overall seniority within the Bargaining Unit and the employees shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the department to which they transferred.

ARTICLE 9 - LAY-OFF AND REHIRING

9.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

9.02 Notice of Lay-off

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks notice in writing or four (4) weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee, or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of his/her employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

9.03(a) Provided that an employee has acquired seniority, the last employee hired shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another within the Home, such employee shall be credited with one hundred (100) percent of the seniority accumulated by him/her in accordance with the terms of the Agreement.

(b) Lay-off Procedures

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

Option 1: The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

Option 2: The employee can accept lay-off subject to recall rights for a period of thirty-six (36) months as provided for in the Collective Agreement.

(c) As a result of the lay-off procedure, the employee shall be placed on the grid scale for that position, at the rate closest to their current rate as of the effective date of transfer.

- (d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded three (3) working days in which to advise the Employer of their decision.

9.04 Where a Full-time employee transfers to a Part-time position as a result of their option, there shall be a reduction in the number of Part-time employees within the affected department.

9.05 No Term or Student employees shall be hired while Full-time or Part-time employees are laid off provided those on lay-off are qualified to do the work required.

9.06 Full-time employees who transfer to Part-time position shall be placed on the top of the part-time schedule and receive their maximum fifteen (15) shifts scheduled if available. When no other Part-time or Term employee is available under Article 14.07(c), the employee affected by the lay-off shall be offered the call-in. They shall not exceed a maximum of 20 shifts, including call-ins.

9.07 When any vacancy occurs within a job classification, and there is no employee in that classification laid-off, the job shall be posted in accordance with Article 10, Promotion and Staff Changes.

When a vacancy occurs in a job classification and any employee in the classification/relationship has been laid-off, they shall have recall rights in accordance with Article 9, Lay-off and Rehiring.

9.08 All notices of recall shall be in writing and sent registered mail with a copy sent to the Union.

An employee issued a Notice of Recall will have three (3) consecutive days from receipt of notice to respond to the notice.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01(a) When a vacancy does occur or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board used for that purpose for a period of six working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

If the Employer is aware of an upcoming vacancy or new position, and if practicable to do so, shall post such position no earlier than fifty-six (56) days and no later than thirty (30) days prior to date when the position will be open.

The application will be submitted in writing to the Department Head. Except in extenuating circumstances, any employee who wishes to withdraw from a posting shall do so in writing prior to the closing of the posting. The successful applicant will be notified in writing and the name of the successful applicant shall be posted within three (3) days after termination of the posting.

(b) Job Posting Information

Such notice shall contain the following information: date and time of posting, date and time posting closes, effective date, nature of position, qualifications, required knowledge and education, skills, department area/location, shift and wage rate. Reference to area or location shall be for clarification purposes only and shall not restrict the ability to transfer as work requires subject to other provisions in this Agreement. Such qualifications and requirements shall be those necessary to perform the job

function and which have been agreed upon by the Joint Job Evaluation Committee and contained in the current Job Description. All job postings shall state “This position is open to both male and female applicants”.

10.02(a) In making staff changes and promotions, appointment shall be made of the applicant with the greatest seniority having required qualifications, skill and competence.

(b) The successful applicant on a job posting shall assume the schedule of the new position as it pertains to scheduled days off.

10.03 No outside applications shall be considered until after the termination date of the posting.

10.04(a) In making emergency transfers to cover any period of less than thirty (30) days, the employee with the least seniority in the Department from which transfer is to be made may be transferred provided that, in the opinion of the Department Head and/or Administrator, the employee to be transferred has sufficient skill and competence to perform the job in question.

(b) A temporary position shall be posted for the purpose of replacing permanent employees absent on pregnancy/parental leave or other approved leave of absence. Employees working in a temporary position shall work the regular schedule and overtime that the absent employee would work. The temporary position shall not end until the permanent employee returns to active employment or 12 months, whichever comes first. If the employee does not return, the job shall be posted.

(c) Save and except a part-time employee who is applying for a temporary full time position, an employee awarded a temporary position shall be allowed to apply for another temporary position, provided the employee has completed or will have completed their term in the present position prior to the starting date of the new position.

(d) Except in circumstances where the employee is absent due to a short-term illness of less than three (3) days, approved vacation or bereavement leave, any employee who applies for a temporary job posting must be available to commence work on the effective date to be deemed the successful applicant under Article 10.02.

(e) If the successful candidate of a temporary position is off due to illness or injury when that employee returns, they shall resume the temporary posting for the remaining duration or until the permanent employee returns, whichever is sooner.

(f) In the circumstances whereby an employee is absent for 24 months, and the prognosis is one that would indicate that the absence shall be of greater duration, the vacancy created shall be posted as a permanent position.

It is understood that should the permanent employee return to work, they shall have access to their former position through the exercise of their seniority rights and reclaim their position.

10.05 The Corporation shall provide time off with pay, if necessary, for any employee required to write exams in any course that has been previously approved by the Department Head and/or Home Administrator, which will result in improving the employee’s ability to perform his/her job with the Corporation.

10.06 Trial Period

The successful applicant shall be notified in writing and the name of the successful applicant shall be posted within three (3) days following the end of the posting period. If changing classifications, he/she will be given a trial period of two (2) months, during which time he/she will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

Transfer of employees back to their original position, from within the department shall occur not more than two (2) weeks from notice being given to the employer.

Transfer of employees back to their original position, from one department to another shall occur not more than four (4) weeks from notice being given to the employer.

The above trial period shall not be applicable to any employees moving from a full-time position to a part-time position, unless mutually agreed between the parties to this Collective Agreement.

10.07 Notification to Employee and Union

Upon determining the appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board now used for job postings. The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied the job posting. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

10.08(a) Changes in Classification

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to Article 10.08(b).

If the parties are unable to agree on the re-classification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become effective at the time the new position was first filled by the employee or the date of change in job duties or if not mutually agreed upon, then at the date upon which a grievance was filed if the grievance is successful. The parties shall meet within thirty (30) days of a request by either party and shall reach agreement or disagreement within a further thirty (30) days.

- (b)** In order to ensure the appropriate classification of jobs listed under Scheduled "B" of the Collective Agreement, the parties agree that matters related to the classification of new jobs and reclassification

of existing jobs shall be dealt with in accordance with the Job evaluation Terms of Reference which forms part of this Collective Agreement.

If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become effective at the time the new position was first filled by the employee or the date of change in job duties or it not mutually agreed upon, then the date upon which a grievance was filed if the grievance is successful.

- (c) Every employee covered by this Agreement will be classified in accordance with a job title, and a wage classification within that job title as set forth in Schedule B. All affected employees shall be entitled to all rights as stipulated in the Letter of Understanding regarding lay-off and recall.

10.09 Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

ARTICLE 11 - GRIEVANCE PROCEDURE

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

11.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance.

11.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

- a) It is understood that prior to a grievance being submitted, the affected employee and/or the Union shall discuss the complaint with the Department Head who shall have an opportunity to adjust the complaint. Failing resolve with the Department Head the grievance shall be submitted as follows:
- b) The aggrieved employee shall submit his/her grievance in writing to the Union Grievance Committee. The Union Grievance Committee may then present the grievance in writing to the Administrator. If a settlement satisfactory to the employee and/or the Grievance Committee is not reached within five (5) working days, excluding Saturday and Sunday, or any longer period which may be mutually agreed upon, the grievance may be presented as follows:
- c) The Union Grievance Committee, after having completed the procedure set forth in Step (a) hereof, may then present the grievance to the Manager, Human Resources for the County who shall arrange a meeting within ten (10) working days of the receipt of request from the Union with the appropriate Committee of Council to consider the grievance. At this step the aggrieved employee may be accompanied by a representative of the Union if his/her presence is requested by either party.
- d) If final settlement of the grievance is not completed within seven (7) calendar days after deliberations have commenced between the Union Grievance Committee and the appropriate Committee of Council, and if the grievance is one which concerns the interpretation of alleged

violation of the Agreement, the grievance may be referred by either party to the Board of Arbitration as provided herein at any time within 21 days thereafter, but not later.

- 11.04** Replies to grievances shall be in writing at all times.
- 11.05** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 11.06** The Corporation shall supply the necessary facilities for the grievance meetings.
- 11.07** Where dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the appropriate Committee of Council for consideration and any prior steps of the Grievance Procedure may be bypassed.
- 11.08** The time limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement of the Corporation and the Union.
- 11.09** MEDIATION

The Parties agree and understand that for the term of this agreement the following language shall form part of the Grievance/Arbitration process:

- 1) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration, Article 11.03(c). Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
- 2) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- 3) No matter may be submitted to Grievance Mediation, which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
- 4) The parties shall agree on a Mediator.
- 5) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- 6) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- 7) The Mediator will have the authority to meet separately with either party.
- 8) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, no person

serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.

- 9) The Union and Employer will share the cost of the Mediator, if any.

ARTICLE 12 - ARBITRATION

12.01 Composition of the Board of Arbitration

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Clause 11 above and which has not been settled, will be referred to the Board of Arbitration or a Sole Arbitrator at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter each party shall name and notify the other party of the name and address of its Nominee, if a Board of Arbitration is requested. If a Sole Arbitrator is requested the party submitting the grievance to arbitration shall forward names of arbitrators for consideration of the other party.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party and the said Minister shall nominate a Chairman.

12.02 Who may be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

- a) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- b) has any pecuniary interest in the matters referred to the Board.

12.03 Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

12.04 Decision of the Board

The decision of the Board of Arbitration or Arbitrator shall be final and binding on all parties, but in no event shall the Board of Arbitration or Arbitrator have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and is binding upon all parties thereto.

12.05 Expenses of the Board

Each party shall pay:

- a) the fee and expenses of the nominee it appoints in Board hearing;
- b) one-half of the fees and expenses of the Chairman.

12.06 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

12.07 Witness

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Corporation's premises to view any working conditions, which may be relevant to the settlement of the grievance.

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 Progressive Discipline

Normally disciplinary procedures for repeated offences shall be as follows:

- a) verbal warning
- b) written warning
- c) one (1) day suspension, thereafter further suspension and/or discharge, as warranted by the circumstances.

13.02(a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position, without loss of seniority rating, and shall be compensated for all time lost at the rate equal to his normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.

(b) The Employer must act on the discipline within five (5) days of the occurrence becoming made known to the Administrator or designate or such longer time as mutually agreed upon by the parties.

13.03 The record of an employee shall not be used against him/her at any time after eighteen (18) months following the incident.

Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

13.04 **Personnel Records**

An employee shall have the right to have access to and review his/her personnel file upon obtaining permission from the Home Administrator or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in his/her personnel record.

13.05 **Right to have a Steward Present**

An employee shall have the right to have his/her Steward present at any discussion with his/her Department Head, which the employee believes might be the basis of disciplinary action. Where a Department Head intends to interview an employee for disciplinary purposes, the Department Head shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her Steward to be present at the interview.

ARTICLE 14 - HOURS OF WORK

14.01 **Working Schedule**

- (a) It is understood and agreed that as the Home is operated twenty-four (24) hours a day seven (7) days a week, it is necessary that the employees, save and except the office and clerical employees, work according to a shift schedule. The Corporation agrees that such shift schedules shall be prepared and posted by the Department Head at least seven (7) calendar days prior to such schedule becoming effective. In addition, the Christmas, New Year's work schedule shall be posted no later than November 15th of each year.
- (b) The work schedules of all Full-time employees shall consist of 160 hours in a shift schedule (4 weeks), and the daily shift of each such employee shall consist of eight (8) hours, including thirty (30) minutes for lunch.
- (c) The work schedule for all Full-time office and clerical employees shall be seven and one-half (7 ½) hours per day with an unpaid lunch, Monday to Friday inclusive.
- (d) The work schedules for Part-time employees shall be made on the basis of seniority with the greater seniority employees receiving first available work.

- (e) Subject to Article 14.07, if an employee refuses a call-in after three (3) consecutive days off, provided the employee is not on vacation or on an approved leave, then the refused shift shall be considered a shift worked.

(f) **Working Schedule**

No Part-time employee shall be permitted to work more than fifteen (15) working days in any one shift schedule and no Term employee shall be permitted to work more than the aforesaid twelve (12) month period. Should any Part-time employee exceed the said fifteen (15) working days or any Term employee exceed the twelve (12) month period without agreement between the Union Executive and Management, they shall automatically become a Full-time employee.

14.02 Minimum Hours

At no other time than on an employee's scheduled shift change or in the case of an emergency shall he/she be required to work more than eight (8) hour in the case of full-time employees, in a twenty-four (24) hour period, or more than seven and one-half (7 ½) in the case of Office and Clerical employees in any twenty-four (24) hour period.

Notwithstanding the above, where an employee has been scheduled a shift, and a call-in becomes available which would normally result in overtime by applying the twenty-four (24) hour rule, overtime shall be exempt if the call-in overlaps the previous scheduled shift by two (2) hours or less and is not one of continuous hours. If the employee works beyond the two (2) hours, overtime shall be paid for all hours worked in accordance with the terms of the Collective Agreement.

14.03 Break Period

All employees shall be permitted two fifteen (15) minute rest periods with a choice of tea, coffee, milk or juice. One (1) rest period shall be taken in the first half of the shift and the other rest period shall be taken in the second half of the shift.

- 14.04(a)** The number of positions on alternating shifts shall not exceed the present complement unless mutually agreed upon.
- (b) No shift shall be less than four (4) consecutive hours in duration.
 - (c) No employee shall be scheduled to work less than four (4) consecutive hours.
 - (d) There shall be no split shifts.
 - (e) Employees shall not be scheduled to work more than six (6) consecutive days unless mutually agreed upon between employee and Employer.

14.05 Call Back Pay Guarantee

An employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to do. When the work called back for is completed, the employee shall be allowed to leave. Time earned on a call back may be compensated with time off in lieu at the rate of time-and-one-half provided approval of the Department Head has been obtained.

14.06 When a conversion from Standard Time to Daylight Saving Time, or Daylight Saving Time to Standard Time occurs, employees working the duty shift during which the conversion occurs will be paid for all hours actually worked. Where the number of hours actually worked exceeds eight (8), those hours in excess will be paid at the appropriate overtime rate.

14.07(a) Call In, Start of Shift

Employees called in for emergency replacement purposes which may result in the employee arriving late for the start of the shift, shall be paid for the full shift, provided said employee reports for work within one (1) hour from the time he/she is called. If the employee does not report as stated above, he/she may be required to work into the next shift to make up the time.

(b) Call In, Mid Shift

Employees called in for emergency replacement purposes after the shift has already commenced shall be paid from the time of the call-in provided said employee reports for work within one (1) hour from the time he/she is called. If the employee does not report as stated above, he/she shall only be paid for actual hours worked.

(c) Call Ins for Part-time Staff

Part-time employees shall be called to replace employees on a scheduled shift, when required, on the basis of departmental seniority; save and except the RPN and Health Care Aide classifications, which shall be deemed separate for the purpose of the clause.

(d) Part-time employees shall not be unjustly disciplined for not accepting shifts or call-ins over and above those for which they have been scheduled to work. No employee shall be required to work more than six (6) consecutive days unless mutually agreed upon. Except for vacation or approved leaves as specified in this Agreement, an employee shall not be able to refuse call-ins for more than four (4) days in any given work schedule.

(e) Cancellation of Scheduled Shift

In the case of the Employer cancelling shifts, it shall be done on the basis that the least senior employee called in on that shift shall be the first employee's shift cancelled. Should the Employer not attempt to provide notice to the affected employee at least two (2) hours prior to the beginning of the shift, they shall receive four (4) hours pay at the appropriate rate.

14.08 Part-time employees shall be scheduled to have every third weekend off. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however, at all times proper staffing of the Home shall be the determining factor.

14.09 The Corporation agrees to provide two (2) weekends off in each four (4) week schedule for Full-time employees with alternating weekends off, except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's holidays.

ARTICLE 15 - OVERTIME

15.01 Overtime shall be paid at the rate of time-and-one-half for all authorized hours or portion thereof, worked beyond the normal workday and/or work week, as set out in Article 14.01 of this Agreement and verified by the immediate supervisor. Although it is not the intention of the Corporation to work a shift short, the Union recognizes and agrees that there are times when it will be necessary for this to occur.

15.02 Instead of cash payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and Employer. Such agreement shall not be unreasonably withheld.

This provision shall not apply to part-time or term part-time employees as defined in Article 3 as Part Time or Term employees.

Overtime hours not taken as time off by November 30 in each year will be paid out in December at the hourly rate, which was in effect at the time, the overtime was worked.

Overtime shall be offered to the most senior employee who possesses the necessary skill and competence to perform the job in question first within the Classification and then within the Department.

No employee shall be permitted to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period in an overtime situation.

ARTICLE 16 - HOLIDAYS

16.01(a) All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial Government:

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

The Floating Day shall be granted on a first-come-first-serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time throughout the year.

- (b) All Full-time office and clerical employees shall, in addition to those holidays as set out in Article 16.01(a) of this Agreement, be entitled to receive the following holidays:

- ½ day before Christmas Day

- ½ day before New Year's Day

16.02(a) Subject to Article 14.01, it is understood and agreed that the operation of the Home is a twenty-four (24) hour a day, seven (7) days a week operation, and that all employees will not receive holidays on the specific date in each year that the above-mentioned holidays occur. Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time-and-one-half and shall receive a day off in lieu of the said holiday.

- (b) A full-time employee may also request to be paid their regular rate for all hours worked on the holiday, plus be allowed to take one and a half (1½) days off in lieu at the applicable rate of pay, upon mutual agreement of the parties. In case an employee cannot utilize their lieu time by November 30th in each year, they shall be paid out at the appropriate rate in the month of December.

- (c) Any employee may add two (2) or more holidays to their vacation. However, the period during which holidays may be taken by any employee shall remain at the discretion of the Corporation. Any refusal by the Corporation to grant a holiday as requested shall be in writing.

16.03 In the event of a special occasion arising, an employee will be allowed to be absent by using a "holiday day" provided such employee gives notice to the Department Head at least seven (7) calendar days prior to the date being requested.

No employee shall be entitled to any of the above holidays prior to the actual holiday or the day observed as such.

16.04 (a) Employees covered by this Collective Agreement shall be so entitled to receive not less than two consecutive days off (48 hours) at either Christmas or New Years, New Years shall be known as December 31st and January 1st. Entitlement for receiving time off for the above holidays shall be done on an alternating basis from year to year, unless mutually agreed upon by the parties.

- (b) The Employer shall notify the Union by posting what will be deemed as the two (2) consecutive days off for the New Year's Holiday. The information shall be provided prior to November 1.

16.05 In circumstances where the employer has not been able to accommodate the employee's request for time off in lieu of the Christmas and/or Boxing Day Holiday, the employee may request the Christmas and/or Boxing Day Holiday to be used up prior to January 31st in the subsequent year.

16.06 Holiday/Sick Day

The Parties to this agreement understand and agree, that where the employee has been granted a holiday, as provided under Article 16 of the Collective Agreement, they shall be entitled to cancel such holiday and replace that day with a sick day, provided:

- a) Sick time accumulation exists,
- b) Three (3) days notice be given to the Employer,
- c) The reason for cancellation is understood that an absence for illness will be for three (3) days or more and Article 18.04 will apply,
- d) The holiday must occur during an absence of three (3) days or more.

Any changes to this agreement shall only occur upon mutual agreement of the Parties.

ARTICLE 17 – VACATIONS

17.01 (a) All full-time employees shall be granted vacations with continuous earnings as follows:

- (i) After one (1) year of continuous service, ten (10) days of vacation.
- (ii) After three (3) years of continuous service, fifteen (15) days of vacation.
- (iii) After eight (8) years of continuous service, twenty (20) days of vacation.
- (iv) After fifteen (15) years of continuous service, twenty-five (25) days of vacation.
- (v) After twenty-two (22) years of continuous service, thirty (30) days of vacation.

Employees with less than one (1) year of service shall be entitled to five (5) days of vacation.

17.01 (b) All employees other than full-time shall be granted vacation pay as follows:

- (i) After one (1) year of continuous service, ten (10) days of vacation, with vacation pay computed at four (4) percent of gross annual earnings.
- (ii) After three (3) years of continuous service, fifteen (15) days of vacation, with vacation pay computed at six (6) percent of gross annual earnings.
- (iii) After eight (8) years of continuous service, twenty (20) days of vacation, with vacation pay computed at eight (8) percent of gross annual earnings.
- (iv) After fifteen (15) years of continuous service, thirty (30) days of vacation, with vacation pay computed at twelve (12) percent of gross annual earnings.

Employees with less than one (1) year of service shall be entitled to five (5) days of vacation, with vacation pay computed at four (4) percent of gross annual earnings.

17.02 Holidays During Vacation

Where a statutory holiday, as defined in Article 16 hereof, occurred during the employee's vacation period, such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

17.03 Vacation lists will be posted no sooner than April 1st and no later than April 4th in any year, and to remain posted until May 1st and finalized by May 15th of each year. In addition to placing their name and vacation preference on the posted lists, employees must complete and return to their supervisor the Vacation/Statutory Holiday/Scheduling Request Form. Any conflict of vacation choices between employees shall be decided on the basis of seniority.

Any conflict with vacation choices that arise by any choice made after May 15th shall be decided in favour of the employee first requesting the vacation period over which there may be conflict. The vacation list and request form shall provide for an employee to make at least two (2) choices for his/her vacation period.

Any choices made after May 15th shall be responded to within seven (7) days of the request being made.

17.04 In extenuating circumstances, employees shall be entitled to take their vacation in a manner suitable to the employee, including one (1) day at a time upon agreement with the Administrator or his designate. Such agreement shall not be unreasonably withheld.

17.05 **One (1) Week Vacation Carry Over**

Employees entitled to three (3) or more weeks vacation shall have the right to carry-over up to one (1) week of their vacation entitlement to the following year.

17.06 Where an employee has provided a medical doctors' health certificate that an illness or injury will be for a minimum of five (5) working days, and they will not be able to commence their vacation as scheduled, the employee may reschedule their affected vacation period and replace same with sick time provided the employer is notified no later than the employee's last scheduled workday prior to the commencement of their scheduled vacation.

For reasons other than those noted above, should an employee need to cancel their vacation, the request will only be honoured if the cancellation is requested seven (7) days prior to the posting of the schedule.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 The Corporation will provide to all full-time employees a Short Term Disability (STD) Plan as follows:

- | | |
|--|---------------------|
| i) Six (6) months employment but less than two (2) years | 2 weeks at 100% |
| | 13 weeks at 66 2/3% |
| ii) Two (2) years employment but less than four (4) years | 4 weeks at 100% |
| | 11 weeks at 66 2/3% |
| iii) Four (4) years employment but less than six (6) years | 6 weeks at 100% |
| | 9 weeks at 66 2/3% |

In the event of illness of an employee while performing a job of higher classification the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

(h) **Sick Leave Banks**

Current sick leave banks may be applied until depleted to cover any waiting period and to top up any partial benefit to 100%.

(i) Unused Sick Leave Credits

Employees employed before January 1, 1981, shall retain their right to payment for unused sick leave credits upon retirement provided such payment does not exceed seventy (70) percent of the accumulated sick credits calculated at the rate in effect when leaving, the maximum not to exceed six (6) months wages.

- 18.03** Any employee absent from work for more than two (2) days shall not return to work or receive payment for days absent unless the employee produces a doctor's certificate. Such certificate will contain a general statement of diagnosis and prognosis.
- 18.04** The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless otherwise notified at the time of the call in.
- 18.05** Hospitalization shall be defined as that in which an employee is admitted into a hospital or receives any treatment recommended by a doctor, which may only be performed in a hospital.
- 18.06** Upon an employee submitting a doctor's certificate, the Employer shall reimburse the employee for the cost of such certificate within fourteen (14) calendar days.
- 18:07** Where practicable, employees will provide twelve (12) hours notice to the Employer when they shall be returning to work.

ARTICLE 19 - LEAVE OF ABSENCE

- 19.01(a)** Except where otherwise provided in this Article, a minimum of one (1) week leave of absence, without pay, may be granted to employees for personal reasons. Any requests for such leave shall be made not earlier than ninety (90) days and not later than thirty (30) days prior to the date the leave of absence is requested for, or for such lesser time as may be approved by the Employer. Such leave shall be granted on the basis of the date of request filed and for the purposes of this clause, any employee that has received a leave of absence between June 1st and September 30th in any one year, shall drop to the bottom of the seniority list for any such leave in the following year. In the event of any extreme emergency, the conditions affecting a leave of absence under this Article can be altered only upon agreement between the Union and Administrator of the Sun Parlor Home.
- (b)** Notwithstanding 19.01(a), special leaves of absences shall be granted by the Home Administrator or his designate based on the merits of the request.
- 19.02** Any leave of absence may be immediately cancelled if obtained under false pretences, and if the employee does not immediately report for work on notification of cancellation, the employee will lose all seniority.
- 19.03(a)** Leave of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting as delegates to any regularly called Union Convention, Seminar, or Provincial Committee(s) meeting(s). No more than five (5) employees may leave at one time. Two (2) weeks notice shall be given before such leave.

- (b) An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted a leave of absence for a period of two (2) years. Such leave may be extended by mutual agreement. Such employee shall not accumulate seniority but may at his/her option, continue payment or arrange for payment of any fringe benefits to which he/she may be entitled under this Agreement.
- (c) Leaves of absence with pay (for which the Employer shall be reimbursed by the Union) of up to three (3) people for up to three (3) days annually, shall be granted for internal Union business, including preparation for negotiations, meetings with C.U.P.E. staff and for advisors, etc.

19.04 Where leave of absence is granted in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence in excess of thirty (30) days, such employee may, at his option, continue payment of any fringe benefits to which he may be entitled under this Agreement.

19.05 (a) An employee shall be granted five (5) consecutive calendar days leave in conjunction with the funeral/memorial without loss of salary or wages in the case of the death of a parent, spouse or child.

(b) An employee shall be granted three (3) consecutive calendar days leave in conjunction with the funeral/memorial without loss of salary or wages in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law and immediate family members as listed above, or any relative who has been residing in the same household as the employee. If the burial occurs more than 500 kilometres from the County of Essex and the employee attends the burial, the employee shall be granted five (5) calendar days leave without loss of salary or wages.

(c) An employee requested to be a pallbearer at the funeral on one of his regularly scheduled work days, shall be granted that day off without loss of salary.

(d) Part-time employees, if scheduled for work, shall be granted five (5) consecutive calendar days leave in conjunction with the funeral/memorial without loss of salary or wages in the case of the death of a parent, spouse or child.

Part-time employees, if scheduled for work, shall be granted three (3) consecutive calendar days leave in conjunction with the funeral/memorial without loss of salary or wages, in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, grandchild, step-father, step-mother, or any relative who has been residing in the same household as the employee. If the burial occurs more than 500 kilometres from the County of Essex, and the employee attends the burial, the employee shall be granted five (5) calendar days leave without loss of salary or wages.

(e) An employee shall be granted one (1) calendar day leave without loss of salary or wages, to attend the funeral of an uncle, aunt, niece or nephew, including those of a common-law relationship.

19.06 The Corporation shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Corporation shall pay such employee the difference between his normal earnings and the payment he receives for jury service or

witness fees, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

- 19.07** Where an Employee's scheduled vacation or banked time owing is interrupted due to bereavement, the employee shall be entitled to bereavement leave.

The portion of the Employee's vacation or banked time owing, which is deemed bereavement leave, will not be counted against the employee's vacation credits or banked time owing credits.

- 19.08** A leave of absence for a period not to exceed one (1) year may be granted to an employee with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full-time, provided the course of instruction is related to the employee's employment opportunities with the Corporation.

Before receiving the leave, or an extension thereof, the employee shall submit to the Corporation satisfactory evidence that the college, university or trade or technical school has accepted the employee as a student, and on the expiration of each semester or other school term, shall submit proof of attendance and achievement in the course of instruction. Such leaves may be extended for an additional periods not to exceed one (1) year each.

Employees granted such leave of absence shall retain their seniority at the time of the leave of absence, but will not accrue seniority during the period of leave. Employees granted such leave of absence will indicate in writing their intent to return to the Sun Parlor Home following such leave.

The employee may continue to be enrolled in the benefit plan, provided the employee issues post-dated cheques to the employer one month in advance of the benefit coverage.

ARTICLE 20 - PAYMENT OF WAGES

20.01(a) Pay Days

The Corporation shall pay salaries and wages every two (2) weeks. The direct deposit remittance slip for each employee shall contain itemized calculations of his wages and deductions. The salaries and wages shall be paid in accordance with the salary grid in Schedule "B" to this Agreement.

- (b) The Corporation agrees that employees may, through the direct deposit system, have deposits made into not more than two (2) different institutions and not into more than two (2) different accounts in those institutions. Employees will be entitled to make a single change during the calendar year as to the amount, institution or accounts in those institutions.
- (c) Employees who are not scheduled to work on the pay day shall be entitled to their deposit remittance slip on Thursday if available.
- (d) In the event that an employee has been underpaid by more than \$75.00 in a pay period, the Employer shall, within three (3) business days, supply the affected employee(s) a cheque for the appropriate amount.

- (e) Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

20.02(a) All new employees shall be hired at the starting point of the salary grid schedule. All employees shall progress one (1) step up into the salary grid schedule as follows: upon completion of six (6) months service; upon completion of eighteen (18) months service; and upon completion of thirty (30) months of service, so that any employee shall have reached the high point of the salary grid schedule.

- (b) If an employee is promoted or transferred to a higher ranking position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate and the employee shall progress through the grid scale recognizing their date of transfer.

(c) **Higher Ranking Pay**

Where any employee is required to perform duties of a higher ranking position, such employee shall be paid the rate in the higher classification, that is, next above the employee's own rate.

For the purpose of this Article, effective April 1, 1997, seniority within the higher ranking position shall be accrued based on hours worked in the position and the employee will be paid in accordance with Schedule "B", upon becoming the successful applicant to the job posting for the higher ranking position.

20.03 Vacation Pay

For Part-time

Employees will be paid their vacation pay from January 1 in the current calendar year to the last pay before December 25.

Any vacation monies earned for the remainder of the calendar year shall be included in the following year's calculation for vacation pay.

Employees on Approved Leave

An employee who receives a Record of Employment shall be paid any outstanding vacation pay and it shall be noted on the Record of Employment.

20.04 Longevity Pay

In recognition of the principle that a long-service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	\$ 70.00
After ten (10) years of service	\$130.00
After fifteen (15) years of service	\$195.00

After twenty (20) years of service \$260.00
After twenty-five (25) years of service \$325.00

Subject to Article 3.01, Part-time employees are entitled to longevity pay on a pro-rata basis. This Long Service Pay shall be due on November 30th of each year. On severance or retirement, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

20.05 Mileage

For the use of personal vehicles for the purpose of the Corporation's business, the Corporation will reimburse the employee's approved mileage claim at a rate per kilometre traveled as established by the Canada Customs and Revenue Agency at the rate allowance as a tax-exempt allowance.

The Corporation shall advise the Union annually in writing by December 15th of the rate to take effect as of January 1st.

The Corporation agrees that the rate shall not be less than thirty cents (0.30 ¢) per kilometre.

20.06 Shift Premium

On the date of ratification employees shall be paid a shift premium of fifty cents (50¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

In addition to the shift premium, fifty cents (50¢) will be paid as a weekend premium for all hours worked between 2300 hours Friday and 2300 hours Sunday.

ARTICLE 21 - COMPENSATION AWARD/RETURN TO WORK PROGRAM

21.01 If an employee is absent from work as a result of a compensable injury or illness for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary total disability, the employee shall receive a full salary from the Corporation, providing the employee has a sick leave bank. Any monies received by the employee from the Workplace Safety and Insurance Board shall be paid directly to the Corporation. One and one-half (1 ½) days out of every ten (10) days of absence shall be deducted from the employee's sick leave, otherwise the employee shall receive only those amounts paid by the Workplace Safety and Insurance Board. Top up will be at the employee's option even if sick days are available.

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate in accordance with Article 8.03. Seniority for the above provisions for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the injury.

21.02 Where an employee is absent as the result of an injury or illness sustained at work and the employee has made application for compensation the Corporation will pay the employee their normal rate of pay in accordance with their entitlement under Article 18 (Short Term Disability). If the claim

has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's entitlement under the Short Term Disability Plan, the employee may apply for Long Term Disability as described in Schedule A. If the claim is subsequently approved, Article 18.02 (e) shall apply.

21.03 Modified Work

(a) Sick Days

An employee who works on a modified program for six (6) hours or more per day shall be entitled to sick leave as per Article 18.

Employees who work less than six (6) hours per day shall receive sick time on a prorated system.

(b) Statutory Holidays

An employee who works on a modified program shall maintain their pre-injury schedule, unless mutually agreed upon by the parties.

21.04 Disability Management/Early & Safe Return To Work Programs

Summary

All staff positions and job functions at the Sun Parlor Home are critical to the efficient and effective operation of the Home.

All employees are required to be fully productive while on duty. Management is obligated to ensure all employees, while at work are able to remain fully productive.

In accordance with the Sun Parlor Home "Health and Safety Policy", employees have a legislated and personal responsibility to preserve their health and work safely at all times.

Should an employee become injured or ill and unable to perform regular duties, the Sun Parlor Home supports the concept of Early and Safe Return To Work programs, which enable employees to be reintegrated back into the workforce as soon as possible.

1. Ease Back Program

In order to assist and support the Early and Safe Return to Work for employees, two programs are available. The first is the "Ease Back Program". If a worker can safely work but is unable to resume full duties and/or hours of their position they can take part in the ease back program. This work-hardening program enables employees to gradually increase his/her hours and duties until they reach their pre-injury level. Employees under this program will receive either Workplace Safety and Insurance benefits or short term disability benefits.

2. Modified Work Program

The second program is a “modified work program” whereby no expectations are put on the employee until the attending doctor has authorized that one is ready for the ease back program. The main focus of this program is to keep the employee in touch with the employer and make a valuable contribution to the workplace while recovering to the point that regular duties may be resumed. An employee under this program (pending consent from the doctor) can come in for a few hours at a time to do those activities that they are able to do at home. Such activities may include answering the phones, visiting with residents, minor clerical duties. Employees under this program will receive either Workplace Safety and Insurance Benefits or short term disability benefits.

The objective of both programs is to restore the employee to full performance in their pre-injury position within the time frames of the program. It is also crucial to maintain the valuable relationship between the employer and employee by having the employee at work being productive and maintaining contact with one’s peer group.

All aspects of these programs will be closely monitored by the Program Coordinator to ensure symptoms of a recurrence are identified early so as to prevent any further injury to the employee.

Performance appraisals, supervision and all other management functions will remain in effect during this time period and employees will be assessed in relation to conducting their duties to their potential within the parameters of medical precautions placed upon them.

Benefits of both these programs go beyond that of the injured/ill employee, co-workers also benefit from these programs because the injured/ill employee is an additional staff performing a useful function. It also improves staff morale to see their co-workers maintaining their role in the respective peer group and back in the workforce being productive.

Purpose

To provide clear, consistent and equitable early and safe return to work programs for both occupational and non-occupational disabilities and illnesses. These programs will meet the legislative requirements outlined in the Workplace Safety and Insurance Act and the Ontario Human Rights Code.

Policy

The Sun Parlor Home will provide a timely ease-back and/or modified work program as appropriate and feasible for all employees with medically documented limitations on physical and/or mental capabilities resulting from injuries and illnesses.

Explanation

(a) Program Options

Employees with medically documented limitations resulting from illnesses or injuries can access one or both of these Early and Safe Return to Work programs:

(1) Modified Work Program

Available to employees who are able to perform none or too few of their regular duties to establish an ease-back program. Employees will be on temporary assignment, subject to availability, in any department, and will be assigned simple and appropriate tasks such as answering phones, visiting with residents or minor clerical duties. They may assist other employees but will not take the place of a regularly scheduled employee. The duration is normally not expected to exceed 90 days.

(2) Ease-Back Program

A work-hardening program enabling an employee who can work safely but is not capable of resuming full duties and/or hours of their regular position to gradually increase their hours and/or duties to the pre-injury level. The duration is normally not to exceed 90 days.

(b) Getting the Employee into a Suitable Program(s)

Tailoring suitable Early and Safe Return to Work Programs to the needs of the employees and the workplace will be a joint effort involving the program coordinator, accommodation committee, employer and the health care professional.

The following procedure will be used, once the Program Coordinator receives information that an employee is not capable of returning to his or her regular duties within one week of the onset of the injury or disease/disability:

- (1) The Program Coordinator will convene a meeting involving the employee and the Accommodation Committee during the second week of absence due to injury or disease/disability or as soon thereafter as the employee is capable of attending a meeting.
- (2) The Accommodation Committee and the employee will review the physical demands of the pre-injury position and determine if it is within his/her physical precautions as outlined by the treating health care professional.
- (3) If no information has been received from the treating health care professional (Medical Assessment or Functional Abilities Form) and the employee is physically capable of coming to work and mentally capable of following simple instructions, as established by the program and accommodation committee, or the information from the treating health care professional indicates that the worker is not medically ready for the Ease Back program,

parties involved will determine what activities will form part of the Modified Work Program to provide for meaningful and useful activities and establish a schedule of hours and activities which will apply until the employee is ready for the Ease Back program.

- (4) There will generally not be more than two employees assigned to Modified Work Program on the same unit. If more than two individuals who regularly work in the same unit access the program, seniority will be used to determine the lowest ranking employee(s) who will then be moved to another work area.

- (5) When the employee is medically ready to participate in the Ease Back program, all parties (employee, accommodation committee and program coordinator) will meet again to develop the specific tasks, the hours to be worked and the time frames of the program.
- (6) Follow-up meetings will be scheduled as required if there is a need to modify or extend the Ease Back program.
- (7)
 - a) For part-time employees working temporary full time positions, the normal hours of work for the purposes of establishing a Modified Work Program, will be the approximate average of the previous four work schedules and will not exceed 20 shifts. At the end of the temporary full time position, the employee returns to their part-time position, the number of modified shifts will not exceed 15 shifts.
 - b) Part-time employees will be entitled up to five (5) ease back shifts.
 - c) **Monitoring Progress**

All employees participating in Early and Safe Return to Work Programs (see attachment D) will complete Daily Work Sheets (see attachment D). The sheets will identify the individual's level of functionality and associated comfort with the activities assigned.

Implementation

- A program coordinator will be assigned to oversee program.
- Develop accommodation committee including union representatives and program coordinator.
- Conduct physical demands analysis of each position at the Sun Parlor Home, which will be utilized when making accommodation decisions as well as to inform the external health professionals of the actual activities involved.
- Present in-service training to all employees about this program and their responsibilities under the Workplace Safety and Insurance Act and promote the benefits of shared responsibility in the Early and Safe Return to Work programs.

Roles And Responsibilities

Program Coordinator:

1. Contact the employee immediately following receipt of an incident, injury or accident report to establish the appropriate duration of absence.
2. Ensure that all the necessary paperwork has been completed; arrange for Physical Demands Analysis and Medical Assessment/Functional Abilities Form to be provided to the employee.
3. Meet with the employee and Accommodation Committee to develop specific goals and objectives for each case.
4. Involve the immediate manager/supervisor in the employee's return to work plan.

5. Monitor progress of employees in the programs and maintain regular communication with the Administrator, to ensure a successful outcome.
6. Maintain communication with all parties involved to ensure consistency and accuracy of information.
7. Review all current employees on short term disability to determine eligibility for these programs.
8. Present in-service training to all employees/staff.

Accommodation Committee:

1. Develop knowledge and understanding of Disability Management and Early and Safe Return to Work programs.
2. Assist in the development of mutually agreed upon objectives.
3. Conduct thorough physical demands analysis of all positions at the Sun Parlor Home including possible modifications.
4. Participate in the individual employee return to work plans.
5. Educate workers on the benefits of participating in the Early and Safe Return to Work Program.
6. Communicate potential labour relations problems to management.

Employee:

1. Report any incident or illness to manager immediately.
2. Complete necessary paper work with the Program Coordinator before leaving that shift, if applicable.
3. Obtain medical approval from treating physician for the Early and Safe Return to Work programs utilizing the Medical Assessment Form attached and return to Sun Parlor Home as quickly as possible.
4. Participate and cooperate with the Early and Safe Return to Work program by maintaining personal contact with program coordinator regarding physical capabilities and treatment plans (weekly basis minimum).
5. Ensure other scheduled treatment such as physiotherapy are continued in conjunction with the return to work plan.
6. Communicate any concerns to program coordinator and accommodation committee so that potential problems are openly addressed and resolved.

Manager:

1. Develop knowledge and understanding of Early and Safe Return to Work programs and Disability Management.
2. Investigate injury or complaint and ensure immediate completion of incident/accident report and submit to program coordinator.
3. Participate in the promotion of the Early and Safe Return to Work programs and provide ongoing support to those employees involved in the program.
4. Assist with the physical demands analysis for job descriptions.

Administrator:

1. Provide leadership and support to the Early and Safe Return to Work programs and Disability Management.

Attachments

- A. Physical demands analysis (this will be completed for each position at Sun Parlor Home)
- B. Letter to injured/ill employee
- C. Medical Assessment/Functional Abilities Form

Benefits To Employer

- According to the American Occupational Medical Association's Committee on practice, early return to work programs enhance both psychological and physical recovery
- Reduces medical, disability and lost time claims
- Minimizes the chance of re-injury
- Establishes a more stable work environment
- Promotes good employee morale
- Maintains the valuable relationship between employee and employer.

Benefits For Employee

- Maintains valuable relationship between employee and employer
- Allows the employee to maintain a productive life
- Allows the employee ownership of their own return to work program which will increase their confidence and motivation
- Reduces financial hardships
- Promotes psychological well-being.

ARTICLE 22 - HEALTH AND SAFETY

22.01 The Corporation and the employees will cooperate to ensure adequate health and safety conditions for all employees in the Home.

22.02 The Health and Safety Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives of the Bargaining Unit. Said representation may be expanded from time to time upon request, and mutual agreement of the parties. All members shall have a vote. The Health and Safety Committee shall hold meetings at least once per month, or more frequently if requested by the Union or by the Employer. Minutes shall be taken of all meetings and copies shall be sent to all members of the Committee. Following distribution of the minutes to the Committee Members, said minutes shall be posted appropriately.

22.03 **Time off for Health and Safety Training**

With the permission of the Home Administrator, Union members of the Health and Safety Committee shall be entitled to time off from work, with no loss of seniority or earnings, to attend up to two (2) educational courses/seminars per year by government agencies or union for instruction and upgrading on Health and Safety matters.

22.04 **Proof of Safe Substances**

No potentially hazardous substance shall be introduced into the workplace for which a product data sheet has not been obtained and a copy of such data sheet shall be provided to the Union.

22.05 **Health and Safety Report, Records and Data**

The Employer shall provide the members of the Health and Safety Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month.

22.06 **Access to Workplace**

Members of the Health and Safety Committee shall conduct an inspection of the worksite at least once per month. No restriction shall be placed on this inspection.

In the event of an accident requiring attention by a medical doctor, or an occupational health problem, a Union member of the Health and Safety Committee shall be allowed to complete an investigation of the occurrence.

22.07 **Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

22.08 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at his/her regular rate of pay, unless a doctor states that the employee is fit for further work on that shift.

ARTICLE 23 - WELFARE BENEFITS

23.01 Every continuous full-time employee shall join the Ontario Municipal Employees Retirement System Plan (O.M.E.R.S.). Such employee must comply with requirements of the Plan from time to time. Payments are to be made equally by the Corporation and the employee to a maximum of seven (7) percent of earnings, or such percentage as required by the Plan from time to time. The Corporation shall, in addition, pay the full cost of O.M.E.R.S. Supplementary Benefit - Type 1.

Any contribution towards an annuity by the Employer will be the responsibility of the employee, but the Corporation agrees to allow the payment for such an annuity by payroll deduction.

23.02 Hospital and Medical Insurance

The Corporation shall contribute one hundred (100) percent of the premiums of the Ontario Hospital Services Commission Plan with Blue Cross coverage, providing semi-private hospital care for all present employees and eligible dependents.

23.03 (a) Group Life Insurance

The Corporation shall pay the premium cost of a group life insurance plan of a value equal to one and a half (1 ½) times annual salary or a minimum of \$10,000. All new employees shall be obligated to join such group plan.

23.03 (b) The Corporation shall pay the premium cost of a group life insurance plan for Part-time employees equal to \$5000.00 so long as the employee continues to meet the eligibility requirements of the insurance carrier.

23.04 Unemployment Insurance

All employees shall be covered by the provisions of the Unemployment Insurance Act, and the Corporation shall contribute according to the Unemployment Insurance Commission regulations.

23.05 Health Benefits

The Corporation shall pay one hundred (100) percent of the premium cost of all health benefits provided. The Corporation shall provide health benefits as per Schedule "A" of this Agreement.

23.06 The Corporation shall pay for the premium cost of Extended Disability Insurance coverage for all employees. Any monies received for such insurance coverage by an employee while such employee is receiving sick leave benefits under this Agreement shall be paid by said employee to the

Corporation. If such employee is not receiving sick leave benefits, any monies received under such insurance coverage shall be retained by him.

23.07 The Corporation, in recognition of low pension paid to those former employees now retired, agrees to pay twenty-five (25) percent of the cost of the Ontario Hospital Insurance Plan and Clarica Drug Plan with Extended Health Care Plan.

23.08 The Corporation will pay full benefits as referred to in Schedule "A" for those employees who are eligible for an unreduced pension under O.M.E.R.S. to age sixty-five (65).

23.09 **Disposition of U.I.C. Rebate**

The Employer shall register its Wage Loss Replacement Plan with the Unemployment Insurance Commission for premium reduction purposes. The Union shall be notified of the premium reduction, which shall be disposed of in a manner mutually agreeable to the parties.

If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of the Commission.

23.10 In the event that any legislated changes are made which result in the basic health care system being supported by individually paid premiums, the Employer will pay one hundred (100) percent of such premiums for all present employees and their eligible dependents and twenty-five (25) percent of such premiums for former employees now retired.

23.11 The Corporation will ensure that, at all times, the Insurance and Welfare Benefits coverage provided for in this and any other Article are fully in effect for all eligible employees who are qualified under the terms of the plans as they presently exist, and that all premiums necessary to continue coverage are paid. At no time will the Corporation make any changes or take any actions, including any changes in insurance carrier, which results in any decrease in insurance or benefit coverage.

ARTICLE 24 - GENERAL CONDITIONS

24.01 The Corporation will provide a bulletin board for the use of employees, provided that no material will be posted on said bulletin board until first approved by the Administrator. One additional bulletin board will be placed in the staff lounge.

ARTICLE 25 - CONTRACTING OUT

25.01 No member of the Bargaining Unit, in the employ of the Corporation or as of the 31st day of December 2000, shall be laid off during the term of this Contract, as a result of the Corporation contracting out all or in part, work then being performed by such member.

25.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs, which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

ARTICLE 26 – PREGNANCY AND PARENTAL LEAVE

- 26.01(a)** Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22, or 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.
- (b)** Any employee qualifying for Employment Insurance Commission Adoption Benefits shall be entitled to an Adoption Leave of Absence up to one (1) year in duration. It is understood and agreed that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of the employee to notify the Administrator of the date upon which he/she is to return to work.
- (c)** It must be mutually agreed upon by the Department Head and/or the Administrator if any employee wishes to return to work before the end of the maternity leave period. At this time, a Doctor's Certificate must be provided to the Administrator and/or Department Head.

26.02 Supplemental Compensation (Parental Leave)

- (a)** Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 or 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's normal weekly earnings and the sum of his/her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

ARTICLE 27 - PRESENT CONDITIONS AND BENEFITS

- 27.01** All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Corporation shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement, but may be modified by mutual agreement between the Corporation and the Union.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The Union and the Corporation desire every employee to be familiar with the provisions of this Agreement and his rights and duties under it. For this reason the Corporation shall print the Agreement within thirty (30) days of signing and make available a copy for each employee.

ARTICLE 29 - GENERAL

29.01 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

29.02 Unless otherwise modified by this Collective Agreement, the Corporation and the Union agree that neither will, at any time, act or proceed in any manner contrary to the provisions of the Employment Standards Act, the Labour Relations Act, the Industrial Standards Act, the Occupational Health & Safety Act, or the Ontario Human Rights Code or any other statute dealing with discrimination in employment or employee safety standards.

29.03 Staff Training

The Home shall provide time off with pay, if necessary, for any employee required by the Home to write exams in any course that will result in improving the employee's ability to perform his/her job with the Home.

Also, if upgrading is a condition of employment, the Employer shall pay all costs for tuition and books and, if necessary, provide time off with pay and without loss of seniority. Payment shall be made to the employee on the basis of a receipt provided and upon proof of satisfactory completion of required course. Payment shall be made within thirty (30) days.

29.04 Technological Changes

- (a) Where the introduction of technological change or new methods of operation will displace (or result in the lay-off of) any employee, the Employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operation in place. The Corporation will make every effort to re-train or to provide alternative employment for such employees.

The Union shall have input on ergonomic suitability of work stations.

- (b) If corrective lenses or a change in lens is required as a result of operating a Video Display Terminal (VDT) the Home will assume the entire costs of such lenses.
- (c) Each VDT now in service with the Sun Parlor Home and its Bargaining Unit, C.U.P.E. Local 860, shall be inspected for radiation emissions, both ionizing and non-ionizing. The results of this inspection shall be given to the members of the Health and Safety Committee for management and to the Union.

(d) In the event an employee who regularly operated a VDT becomes pregnant, that employee has the option to:

1. Continue to work at her regular job;
2. Take an unpaid leave of absence without loss of seniority;
3. Take another job within the Home without reduction of salary, provided the employee involved has the skill and competence and provided such transfer does not result in the lay-off of another employee.

29.05 The Employer agrees to indemnify all employees and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding willful and malicious damage. Legal counsel, when required, will be provided by the Employer.

29.06 Personal and Sexual Harassment

In the event of alleged incidents of sexual or personal harassment, employees who believe they have become victims of sexual or personal harassment will report the circumstances in writing, to the next uninvolved supervisor in the line of authority, giving him/her the opportunity to investigate the complaint.

The supervisor receiving the written complaint will respond promptly and with discretion, and take appropriate action.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance, which may be lodged at any stage of the grievance procedure. An Arbitration Board shall have the power to impose penalties against the harasser.

ARTICLE 30 - STRIKES AND LOCKOUTS

30.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

ARTICLE 31 - TERMINATION

31.01 This Agreement shall continue in full force and effect up to and including March 31, 2007 unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement that it desires to amend this Agreement.

31.02 In the event of such notification being given as to the amendment of this Agreement is not reached, the procedures as outlined by the Ontario Labour Relations Act shall apply.

31.03 This Agreement may be extended for a specified period by mutual agreement of the parties.

IN WITNESS WHEREOF the said Corporation has hereunto affixed its Corporate Seal duly attested by its proper officers in that behalf, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

THE CORPORATION OF THE COUNTY OF ESSEX

PER _____

WARDEN

CLERK

SUN PARLOUR HOME EMPLOYEES LOCAL 860

PER _____

SCHEDULE “A” – GROUP BENEFITS

Life and Accidental Death and Dismemberment Insurance

Class of Members	Benefit Formula	Maximum Benefit	Maximum Benefit
5. Sun Parlor Home Union Employees C.U.P.E. Local 860	1.5x earnings	\$10,000	\$100,000

Part-time employees as of October 1, 2004, are covered for \$5,000.00 Group Life Insurance.

Termination of Insurance: 65th birthday or retirement, if earlier

Long Term Disability Insurance

Class of Members	Benefit Formula	Maximum Monthly Benefit
5. Sun Parlor Home Union Employees C.U.P.E. Local 860	66 2/3% of monthly earnings	\$2,500

Qualifying Period: 105 days

Benefit Period: to 65th birthday

Termination of Insurance: 65th birthday or retirement, if earlier

Extended Health Insurance

Part	Benefit	Deductible		Reimbursement	Maximum
		Per person	Per family unit		
A	Drug: Pay Direct – Plan 2	\$3.00 per prescription		100%	--
B	Vision: \$250.*	None	None	100%	--
C	Hospital: ward to semi-private	None	None	100%	--
D	Supp: Health Care (Includes semi-private to private hospital coverage)	\$35**	\$70**	100%	\$10,000***
E	Out-of-Province Emergency	None	None	100%	--

Chiropractic services to a maximum of \$300.00 per year. Benefit is effective October 1, 2004.

*Maximum for eyeglasses/contact lenses every 24 month period for the member and each insured dependant.

**The deductible applies per calendar year. The deductible applies to the eligible expenses of Part D.

***Maximum amount payable applies to the eligible expenses incurred in a calendar year under Part D for the member and for each insured dependant.

Other maximums are listed under the appropriate provision page.

Termination of Insurance: If the member takes early retirement with an unreduced pension under OMERS, insurance will continue until the member's 65th birthday.

Dental Insurance

<u>Part</u>	<u>Benefit</u>	<u>Deductible per family unit</u>	<u>Reimbursement</u>	<u>Maximum</u>
A	Basic Services – Plan 2*	None	100%	None
B	Denture Services	None	100%	None
C	Periodontal and Endodontic Services	None	100%	None
D	Prosthetic Services and Prosthodontics (Removable)	None	100%	None

*Recall examinations are limited to once in a 9 month period.

Orthodontic Services effective October 1, 2004, \$1000.00/life -time/50% coinsurance.

Late Entrant Maximum: If an eligible person or an eligible dependant becomes insured more than 31 days after the date he became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first 12 months of insurance will be limited to \$250 for the member and for each insured dependant.

Termination of Insurance: If the member takes early retirement with an unreduced pension under OMERS, insurance will continue until the member's 65th birthday.

Dental Fee Guide: The applicable fee guide is the one in force on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member. For expenses incurred in Alberta, or outside Canada by an Alberta resident, the applicable fee guide is the 1997 Alberta Fee Guide plus an inflationary adjustment determined by us.

SCHEDULE "B" - HOURLY WAGE RATES

CLASSIFICATION	EFFECTIVE	START	6 MONTHS	18 MONTHS	30 MONTHS
		MID-LOW	MID	MID-HIGH	HIGH
Maintenance Lead Hand	Apr 1/2004	\$18.99	\$19.44	\$20.04	\$20.63
	Apr 1/2005	\$19.54	\$19.99	\$20.59	\$21.18
	Apr 1/2006	\$20.14	\$20.59	\$21.19	\$21.78
R.P.N. Pharmacy	Apr 1/2004	\$18.99	\$19.44	\$20.04	\$20.63
	Apr 1/2005	\$19.54	\$19.99	\$20.59	\$21.18
	Apr 1/2006	\$20.14	\$20.59	\$21.19	\$21.78
Cook	Apr 1/2004	\$18.02	\$18.60	\$19.19	\$19.78
	Apr 1/2005	\$18.57	\$19.15	\$19.74	\$20.33
	Apr 1/2006	\$19.17	\$19.75	\$20.34	\$20.93
Maintenance "A"	Apr 1/2004	\$17.68	\$18.33	\$18.97	\$19.63
	Apr 1/2005	\$18.23	\$18.88	\$19.52	\$20.18
	Apr 1/2006	\$18.83	\$19.48	\$20.12	\$20.78
Stock Receiver	Apr 1/2004	\$17.44	\$18.05	\$18.69	\$19.31
	Apr 1/2005	\$17.99	\$18.60	\$19.24	\$19.86
	Apr 1/2006	\$18.59	\$19.20	\$19.84	\$20.46
Elderly Service Worker	Apr 1/2004	\$17.44	\$18.05	\$18.69	\$19.31
	Apr 1/2005	\$17.99	\$18.60	\$19.24	\$19.86
	Apr 1/2006	\$18.59	\$19.20	\$19.84	\$20.46
Activator – Therapeutic	Apr 1/2004	\$17.44	\$18.05	\$18.69	\$19.31
	Apr 1/2005	\$17.99	\$18.60	\$19.24	\$19.86
	Apr 1/2006	\$18.59	\$19.20	\$19.84	\$20.46
Clerk/Bookkeeper	Apr 1/2004	\$17.44	\$18.05	\$18.69	\$19.31
	Apr 1/2005	\$17.99	\$18.60	\$19.24	\$19.86
	Apr 1/2006	\$18.59	\$19.20	\$19.84	\$20.46
Maintenance	Apr 1/2004	\$17.22	\$17.79	\$18.37	\$18.97
	Apr 1/2005	\$17.77	\$18.34	\$18.92	\$19.52
	Apr 1/2006	\$18.37	\$18.94	\$19.52	\$20.12
Certified H.C.A.	Apr 1/2004	\$17.22	\$17.79	\$18.37	\$18.97
	Apr 1/2005	\$17.77	\$18.34	\$18.92	\$19.52

Apr 1/2006	\$18.37	\$18.94	\$19.52	\$20.12
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CLASSIFICATION	EFFECTIVE	START	6 MONTHS	18 MONTHS	30 MONTHS
		MID-LOW	MID	MID-HIGH	HIGH
Charge-Ldy/Housekeeping	Apr 1/2004	\$16.51	\$17.06	\$17.63	\$18.20
	Apr 1/2005	\$17.06	\$17.61	\$18.18	\$18.75
	Apr 1/2006	\$17.66	\$18.21	\$18.78	\$19.35
Assistant Stock Receiver	Apr 1/2004	\$16.51	\$17.06	\$17.63	\$18.20
	Apr 1/2005	\$17.06	\$17.61	\$18.18	\$18.75
	Apr 1/2006	\$17.66	\$18.21	\$18.78	\$19.35
Nursing Attendant	Apr 1/2004	\$16.51	\$17.06	\$17.63	\$18.20
	Apr 1/2005	\$17.06	\$17.61	\$18.18	\$18.75
	Apr 1/2006	\$17.66	\$18.21	\$18.78	\$19.35
Volunteer Coordinator	Apr 1/2004	\$16.51	\$17.06	\$17.63	\$18.20
	Apr 1/2005	\$17.06	\$17.61	\$18.18	\$18.75
	Apr 1/2006	\$17.66	\$18.21	\$18.78	\$19.35
Ward Clerk	Apr 1/2004	\$16.51	\$17.06	\$17.63	\$18.20
	Apr 1/2005	\$17.06	\$17.61	\$18.18	\$18.75
	Apr 1/2006	\$17.66	\$18.21	\$18.78	\$19.35
Janitor	Apr 1/2004	\$15.92	\$16.25	\$16.79	\$17.28
	Apr 1/2005	\$16.47	\$16.80	\$17.34	\$17.83
	Apr 1/2006	\$17.07	\$17.40	\$17.94	\$18.43
Hskp/Ldry/Dtry-Aides	Apr 1/2004	\$15.92	\$16.25	\$16.79	\$17.28
	Apr 1/2005	\$16.47	\$16.80	\$17.34	\$17.83
	Apr 1/2006	\$17.07	\$17.40	\$17.94	\$18.43
Receptionist	Apr 1/2004	\$15.92	\$16.25	\$16.79	\$17.28
	Apr 1/2005	\$16.47	\$16.80	\$17.34	\$17.83
	Apr 1/2006	\$17.07	\$17.40	\$17.94	\$18.43

SCHEDULE “C”

VICTORIA STREET MANOR ADDENDUM

The provisions contained in the Schedule with respect to the referenced Article shall in regard to the employees at the Victoria Street Manor, take precedence over the provisions of the main Collective Agreement. It is agreed, that when applied to the Victoria Street Manor, all references in the Collective Agreement to Department Head shall be interpreted to mean the Victoria Street Manor Supervisor.

ARTICLE 3 RELATIONSHIP

3.01 All employees in the Bargaining Unit employed at the Victoria Street Manor shall fall into one of the following Definitions.

Full-time shall consist of those permanent persons employed on a regularly schedule shift consisting of 160 hours (4 weeks) and daily shift of eight hours. Shifts shall be assigned on the basis of a 24 hour day and on a rotating basis. Such employees shall be entitled to all benefits and conditions in the Collective Agreement.

Part-time shall consist of those permanent persons not scheduled as set forth in Full-time, but who are employed for one of the following purposes:

- a) to enable the efficient operation of the shift schedules posted from time to time providing days off for Full-time employees;
- b) to replace those employees in Full-time that are unable to work their regular shift as scheduled for any reason whatsoever;
- c) to provide additional staffing for limited term special projects and/or special occasions.

Due to the operational differences of the Victoria Street Manor, Part-time employees while regularly scheduled to work 15 working days or less per month may exceed said 15 working days in a schedule for up to two consecutive schedules to cover for short-term absences due to illness, injury or vacation relief.

No Part-time employee shall be scheduled in excess of 15 working days per schedule for more than two consecutive schedules without the concurrence of the Union.

Part-time employees, upon becoming Full-time employees without a break in service, shall acquire seniority in Full-time on the basis of 1,852 hours worked in Part-time equaling one year of seniority.

Part-time employees shall be entitled to the same benefits available to Part-time employees at the Sun Parlor Home, Leamington.

ARTICLE 5 NEW EMPLOYEES

5.02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative at the first appropriate opportunity.

ARTICLE 8 SENIORITY

8.01 The Corporation shall maintain a separate seniority list showing the date upon which each full-time employee's service at the Victoria Street Manor commenced. In addition, the Corporation shall maintain a separate part-time employee's seniority list for Part-time employees.

Up-to-date seniority lists shall be posted in the Victoria Street Manor and sent to the Union in January of each year. It is recognized by the parties that 1,852 hours worked equal one year's seniority for part-time employees.

ARTICLE 9 LAYOFF AND RECALL

The application of this Article to employees of the Victoria Street Manor is limited by the separate seniority system noted with respect to Article 8 – Seniority, and all provisions shall be applied on that basis.

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

The application of this Article to employees of the Victoria Street Manor is limited by the separate seniority system noted with respect to Article 8 – Seniority, and all provisions shall be applied on that basis.

All other provisions of Article 10 in the main Agreement will apply with the following exception:

10.01(a) When a vacancy occurs in a full-time position within the Victoria Street Manor, the Employer shall notify the Union in writing and allow a period of six working days during which any part-time employee at the Victoria Street Manor may make application for the full-time position. Once these six days have elapsed, the position will be publicly advertised.

If the Employer is aware of an upcoming vacancy or new position, and if practicable to do so, the Employer shall post such position not later than 30 days prior to the date when the position will be opened.

The application will be submitted in writing to the Supervisor of the Victoria Street Manor.

ARTICLE 14 HOURS OF WORK

14.01 Working Schedule

It is understood and agreed that, as the Victoria Street Manor is operated 24 hours per day and seven days per week, on eight hour shifts on a rotating basis, it is necessary that the employees work according to a shift schedule. The Corporation agrees that such shift schedules shall be prepared and posted at least one week prior to such schedule becoming effective.

14.02 Minimum Hours

At no other time than on an employee's scheduled shift change, or in the case of an emergency, shall h/she be required to work more than one 8 hour shift in a 24 hour period.

14.03 Break Period

All employees shall be permitted two 15 minute rest periods per shift.

14.04 (a) This Article does not apply to the Victoria Street Manor employees.

(b) This Article does not apply to the Victoria Street Manor employees.

14.07 (c) Call-In for Part-time Staff

Part-time employees shall be called to replace employees on a scheduled shift when required, on the basis of seniority, provided that this does not result in premium payment to the employee.

(d) This Article does not apply to the Victoria Street Manor employees.

14.08 The Corporation shall provide a minimum of one weekend in every three weekends off for each full time employee. The Corporation shall provide a minimum of one weekend in every four weekends off for each part-time employee. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however at all times proper staffing of the Victoria Street Manor shall be the determining factor.

14.09 This Article does not apply to the Victoria Street Manor employees.

ARTICLE 16 HOLIDAYS

16.01 (b) This Article does not apply to the Victoria Street Manor employees.

ARTICLE 17 VACATIONS

17.03 Vacations should normally be requested by employees a minimum of four weeks in advance of the date when the vacation is to commence.

ARTICLE 22 HEALTH AND SAFETY

- 22.01** The Victoria Street Manor will comply with all requirements and provisions of the Occupational Health and Safety and Workplace Safety and Insurance Board legislation.
- 22.02** The parties agree that by virtue of the size and operation of the Victoria Street Manor, there will not be a separate Health and Safety Committee for the Victoria Street Manor. Employees wishing to raise health and safety concerns may do so through representations to the Health and Safety Committee at the Sun Parlor Home in Leamington. The parties further agree that there will be one (1) on-site review annually at the Victoria Street Manor to be carried out by representatives of the Health and Safety Committee at the Sun Parlor Home in Leamington.

CONTRACTING OUT

The parties agree that as a result of the geographical and operational differences of the Victoria Street Manor, which may result in the need to contract certain services, the provisions of Article 26.01 are limited in their application, with respect to contracting out of services at the Victoria Street Manor, to members of the Bargaining Unit regularly employed at the Victoria Street Manor.

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: STUDENT FEEDERS

Student Feeders may be used under the following conditions as agreed upon by the parties:

1. They shall not perform any Bargaining Unit work except for the feeding and preparation of residents for meals.
2. They shall not be scheduled to work more than two (2) consecutive hours.

DATED this _____ day of _____, 2004.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: Short Shift Part-time HCA Positions

The Parties agree and understand that the creation of five (5) Short Shift Part-Time HCA positions consisting of four (4) hour shifts shall be for a trial period not to exceed six (6) months.

The Parties further agree that the following shall apply to these positions:

1. The intent is to provide continuity of care to the residents.
2. The noted compliment above shall not increase unless mutually agreed upon.
3. The schedule for these positions shall be set and shall be similar to those of a full-time employee, except that the twenty (20) day schedule has a reduction of daily hours from eight (8) to four (4).
4. The positions shall be posted in accordance with the Collective Agreement and shall be paid according to Schedule "B" and the specific classification.
5. Benefits for the successful applicants of the job posting shall be those, which are provided to part-time employees, in accordance with the Collective Agreement.
6. It is understood that the employees in these positions shall not be entitled to additional hours except when no other employee is willing to accept additional hours by virtue of a Call-in.

Further, the Parties agree that all other provisions of the Collective Agreement apply unless otherwise amended in the Letter of Understanding.

DATED this _____ day of _____, 2004.

FOR THE EMPLOYER:

FOR THE UNION:
