

Collective Agreement

between

**Dearness Home
(The Corporation of the city of London)**

and

**National automobile, aerospace, transportation and general workers
Union of Canada (CAW-Canada) & its local 302**

**Begins:
07/01/2001**

**Terminates:
06/30/2004**

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THIS AGREEMENT made the 6th day of May, 2002

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON

(hereinafter called the Employer)

OF THE FIRST PART

-and-

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA (CAW – CANADA), LOCAL 302
(hereinafter called the Union)

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE I- GENERAL PURPOSE

1.01 The definition of the Bargaining Units covered by this Collective Agreement are as more particularly described in Article 1.1 for Full – Time employees and Article 1.2 for Part – Time employees.

Full-Time Employees Only

1.1 The Employer recognizes the Union as the exclusive bargaining agent for all the Employer's employees who are employed at Dearness Home save and except: Office and Clerical Employees, Management Administrative Assistants, Supervisors, persons above the rank of Supervisor, Payroll Staff, summer students employed during the summer months and casual help working not more than 24 hours per week.

Part-Time Employees Only

1.2 The Employer recognizes the Union as exclusive bargaining agent for all the Employer's employees employed at Dearness Home save and except: Office and Clerical Employees, Management Administrative Assistant, Supervisors, persons above the rank of Supervisor and Payroll Staff.

ARTICLE 2 - CLIENTS OF THE HOME

2.0 This Agreement shall not apply to residents and clients of the Home who perform such services as therapy, provided, however, that this provision shall not interfere with the working conditions or the jobs of the employees covered by this Agreement, and the use of residents and clients as outlined above shall not be used to reduce the number of staff.

ARTICLE 3 - CONFLICTING AGREEMENTS AND DISCRIMINATION

3.0 (a) The Employer undertakes that it will not enter into any other Agreement with employees as herein defined, either individually or collectively, which will conflict with any of the provisions of the Agreement.

(b) Each of the Parties hereto agree that there will be no discrimination, interference, restraint or coercion exercised or practised upon any employee because of membership or nonmembership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned.

3.1 The Union agrees that it will not interfere with, restrain or coerce the Employer in the performance of its management responsibilities.

3.2 No work which is normally and customarily performed by members of this Bargaining Unit shall be contracted out or contracted in, if as a result, any such member would be laid off, or have his/her regularly scheduled hours of work or hourly rate of pay reduced.

3.3 **Discrimination**

(a) Each of the parties hereto agree that every person has a right to equal treatment with respect to terms of employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses, marital status, family status, sexual orientation, or handicap.

(b) Every person who is an employee has the right to freedom from harassment in the workplace by the Employer or agent of the Employer, or by another employee, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, record of offenses, marital status, family status, sexual orientation, or handicap.

4 **Workplace H**

The Employer and the Union are committed to providing a harassment free workplace. The Ontario Human Rights Code defines harassment as “engaging in a course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”. Prohibited grounds for harassment in employment are listed in article 3.3 (b). Harassment may involve a threat, an implied threat or be perceived as a condition of employment.

All employees are expected to treat each other with courtesy, dignity and respect and to discourage harassment.

Properly discharged supervisory responsibilities, including the delegation of work assignments and/or the assessment of discipline that does not undermine the dignity of the individual is in no way to be construed as harassment.

If an employee believes they have been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be undertaken. The employee should request the harasser to stop the unwanted behaviour by informing the harassing individual(s) that the behaviour is unwanted and unwelcome. Should the employee not feel comfortable addressing the harasser directly, they may request assistance of the manager or a Union representative.

If the unwelcome behaviour was to continue, the employee should refer to the corporate harassment policy, which addresses informal and formal processes to deal with complaints. Employees are free to pursue all avenues, including the complaint investigation and resolution process in the corporate policy.

An employee may have the assistance of a representative of the Union or any other trusted person in any step of the process.

All employees will receive training in workplace harassment prevention and corporate policies to deal with harassment.

The Union is encouraged to submit, through the Administrator, to the Human Rights Specialist, suggestions for consideration in the development of workplace harassment training, policies and procedures.

3.5 **Violence t Women**

The Employer and Union recognize and share the concern that women face situations of violence or abuse in their personal lives that may affect their attendance or performance at work.

There are other major traumatic events or medical conditions which may also affect an employee's attendance or performance at work.

When there is adequate verification from a recognized professional (i.e. doctor, professional counselor), indicating that an employee's performance or attendance would be affected by an abusive situation or other major condition or event, the Employer will give full consideration for the employee's circumstances in determining potential discipline or workplace accommodation measures within the terms of the collective agreement.

Such information will be treated in a confidential manner by the Employer and the Union unless required by law to be produced.

3.6 **Staff Planning Consultation Committee**

- (a) With respect to the development of any operational or restructuring plan which is likely to affect any of the Bargaining Units, the Union shall be involved in the planning process from the early phases through to the final phases of the process. Such involvement will be through the means of a Staff Planning Consultation Committee, to be comprised of equal numbers of representatives from the Home and the Union. The number of representatives shall consist of at least 2 from each Party, to a maximum of 6 from each Party. The Home shall make typing and other clerical assistance available as required. Each Party shall appoint a co-chair for the Committee, who shall alternate as meeting chairs. The respective Chairs will be jointly responsible for establishing the agenda of the committee meetings.
- (b) Once every three months or as otherwise agreed upon between the Parties, and wherever possible with 2 weeks advanced notice, a meeting of the Committee will be convened for the purposes of discussing the impact of such changes on the employment status of employees. Further, the participants will consider if practical ways and means exist to minimize any impact to affected employees, including:
 - (i) identifying and proposing possible alternatives to any action that the Home may propose taking;
 - (ii) identifying and seeking ways to address retraining needs of employees;
 - (iii) identifying vacant positions within the Home for which the surplus members of the Bargaining Units may qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Where such practical ways and means cannot be developed, the employees affected will be subject to layoff in accordance with the terms of the Collective Agreement.

Meetings shall be held during normal office hours. Representatives attending such meetings during regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

Meetings shall operate by consensus. The Committee may submit recommendations to the Commissioner of Community Services who will forward the recommendations. Nothing in the aforementioned shall preclude the Union from seeking delegate status to Standing Committees of Council.

To allow the meetings to proceed with the mandate, the Home shall provide participants with such pertinent and reasonable financial, staffing and available reorganization plans which directly affect the Bargaining Units, as long as such provision is not contrary to applicable law.

Any agreement between the Home and the Union resulting from the above review will take precedence over the provisions of the respective Agreements.

3.7 Technological Change

Where, as the result of reorganization, technological change or other operational change, new or greater skills are required than previously required, the Parties recognize the mutual responsibility both of affected employees and the employer to ensure that skills upgrading is undertaken. To the extent practical in consideration of operating efficiencies, the Employer will provide employees with opportunities to develop such skills within a reasonable time frame. The Employer will make reasonable efforts to develop a skills upgrading plan which may include external courses on the employee's own time.

ARTICLE 4 - COLLECTION OF UNION DUES OR UNION SECURITY

4.0 The Employer agrees that it will deduct union dues from the earnings of each employee coming within the scope of the bargaining unit defined in the recognition clauses of this agreement in accordance with the provisions of the CAW – Canada Constitution in the manner and amounts provided as notified in writing by the union. These dues will be deducted bi-weekly and remitted

monthly no later than 2 weeks after the final pay deposit of the month to the following address:

CAW – Canada
P.O. Box 81
Aylmer, Ontario
N5H 2R8
Attention: Rusty Sproul

A list of employees and their addresses for and on whose behalf such deductions have been made shall also be forwarded.

- 4.1 The Employer shall, when remitting such amount, provide the Union with the addresses of new employees on the first deduction along with a list of all employees from whom deductions have been made, stating the amount and reason for any change from the preceding month.
- 4.2 Such deductions, with respect to the new employees shall be made from the first regular deduction date following four weeks service (160 hours for Part-time employees).
- 4.3 The Employer agrees that a Union Representative shall be given the opportunity of interviewing each new employee once upon completion of the period identified in Article 4.2 for the purpose of informing such employee of the existence of the Union in the Home. The Employer shall advise the Union from time to time as to the names of the persons to be interviewed and the time and place of the interview, the duration of which shall not exceed fifteen (15) minutes. The interview shall take place on the Employer's premises, in a room designated by the Employer, and the employees shall report to this room for interview during the interview period.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.0 The Parties acknowledge that the Home is a hospital within the meaning of the Hospital Labour Disputes Arbitration Act and they further agree that there shall be no strikes or lockouts as those expressions are defined in the Labour Relations Act.

ARTICLE 6 - RESERVATION OF EMPLOYER'S FUNCTIONS

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

- (a) Order, discipline and efficiently govern the conduct of employees, establish and enforce rules and regulations necessary therefore:

The Employer undertakes to give notice, wherever reasonable, of its intention to exercise its rights hereunder in a manner which will affect the working conditions of the employees.

- (b) Hire, discharge, transfer, lay off, promote, demote, classify or discipline employees, provided that a claim of discriminatory transfer, lay off, promotion, demotion or classification or a claim that an employee has been discharged or disciplined without a reasonable cause, may be the subject of a grievance, and dealt with as hereinafter provided.

- 6.1 The Employer reserves the right in all matters of scheduling to maintain adequate service levels, and it is recognized that provisions in the respective Agreements relating to scheduling matters will be administered accordingly.

ARTICLE 7 - REPRESENTATION

- 7.0 The Union acknowledges and agrees that the stewards and Union Committee members as described Article 7.5 for Full –Time employees and Article 7.6 for Part – Time employees, have regular duties to perform in connection with their employment and all activities will be carried on outside regular working hours, unless otherwise mutually agreed. The Union agrees that there will be no interference with any employment by reason of activities of the stewards or Union Committee members.
- 7.1 The Union agrees to supply the Employer with the names of the stewards for the departments concerned, as applicable, and with the names of Union Committee members and will keep such list up to date at all times.
- 7.2 Union committee and Employer representatives will meet on a regular basis as mutually agreed to discuss labour management issues. Such meetings will take place no less than every two months. Such meetings will occur on the Employer's premises during normal business hours. Representatives attending such meetings during regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. Employees scheduled to work an 8 hour evening shift or night shift on the day of the meeting (or day before for a night shift) will have the opportunity to have their shift rescheduled to accommodate the meeting.
- 7.3 The Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during his/her term of office.

- 7.4 The Union shall have the right at any time to have the assistance of representatives of the CAW – Canada, for the purposes of joint meetings with management. A union representative of CAW – Canada, shall have reasonable access to the Home. Written permission must be obtained in advance for all other representatives.

Representation – Full-Time Employees Only

- 7.5 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than four **(4)** members, and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to time, during the continuance of the Collective Agreement, including the negotiations for or renewal of any Agreement.

The above four members of the Union Committee will be paid for attendance at negotiation meetings with Corporation managers to a maximum of eight hours per day, per Union Committee member, for all negotiation days up to and including the date of conciliation. It is specifically noted that in no circumstance will the payment for such negotiation attendance result in an overtime premium being paid during the work week, and that attendance at negotiations is considered to constitute the employee's shift for that day.

- (b) The Employer acknowledges the right of the Union to appoint or otherwise select nine (9) stewards.
- (c) At any meeting held to discuss a grievance the Union shall be entitled to representation by the Union Grievance Committee, consisting of three (3) members of the regular Union Committee and the steward representing the Department from which the grievance originated.

It is agreed that any two (2) of the Union Representatives of CAW – Canada Local 302, and the National Representative of the area, or both, may be present with the Committee at the request of either the Union or the Employer.

Representation – Full-Time Employees Only

- 7.6 (a) The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee, who shall also act as Shop Stewards, composed of not more than four **(4)** members, and the Employer will recognize the said Committee for the purpose of handling any grievance or bargaining on any matter properly arising from time to

time, during the continuance of the Collective Agreement, including negotiations for or renewal of any agreement. The Employer acknowledges the right of the Union to appoint or otherwise select seven (7) Stewards.

- (b) The above four (4) members of the Union Committee will be paid for attendance at negotiations to a maximum eight hours per Union Committee member, for all negotiations up to and including the date of conciliation. It is specifically noted that in no circumstance will the payment for such negotiation attendance result in an overtime premium being paid during the work week, and that attendance at negotiations is considered to constitute the employee's shift for that day.
- (c) At any meeting to discuss a grievance, the Union shall be entitled to representation by the Union Grievance Committee, consisting of two Union Committee members and the grievor concerned.
- (d) It is agreed that a Union representative of CAW – Canada Local 302, and/or the National Representative of the area, may be present with the Committee at the request of either the Union or the employer.

7.7 **Health and Safety**

- (a) The parties agree that a Joint Health and Safety Committee shall be established and operate as required under the Ontario Occupational Health and Safety Act for the purpose of preventing accidents, injury and illness in the Home pertaining to the worker.
- (b) The Corporation shall take every precaution reasonable in the circumstances for the protection of a worker and provide a safe and healthy workplace, in accordance with the Ontario Occupational Health and Safety Act.
- (c) The Employer recognizes that the Joint Health and Safety Committee will be composed of three representatives from each bargaining unit for a total of six representatives, selected or appointed by the Union from amongst bargaining unit employees.
- (d) The meetings of the Joint Health and Safety Committee shall be held monthly as members are available, but as a minimum, at least every second month. The Committee shall maintain minutes of the meetings and approved minutes will be distributed by the Co-chairs to the Administrator and Union.
- (e) The Home will provide information reasonably related to the Committee's activities and necessary to enable the Committee to fulfill its functions.

- (f) The Committee will review workplace accidents and illnesses, inspect the premises on a regular basis and report all findings for corrective action, investigate work related accidents and work as a group to resolve health and safety issues to maintain a safe workplace.
- (g) Terms of Reference for the Joint Health and Safety Committee will be maintained and revised to reflect any changes which are agreed to by the Committee, with the approval of the Home Administrator.
- (h) A member of the Committee is entitled to:
 - (i) one hour or such longer period of time as the Committee determines is necessary to prepare for each Committee meeting;
 - (ii) such time as is necessary to attend meetings of the Committee; and
 - (iii) such time as is necessary to carry out the member's duties as outlined in the Ontario Occupational Health and Safety Act.

Payment will be in accordance with the terms of the collective agreement.

- (i) A national CAW Health and Safety Representative may be invited by the Committee to attend Joint Health and Safety meetings.
- (j) Where possible, each year on April 28 at 11:00 am, employees are invited to pause and observe one minute of silence in memory of workers killed or injured on the job, unless such observance would place a resident's health or safety at risk.
- (k) Health and Safety training provided to employees covered by this collective agreement will be co-facilitated by a worker member of the Joint Health and Safety Committee and a management representative.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.0 (a) No grievance shall be considered:
- (i) which usurps the function of the Management outside the scope of this Agreement.
 - (ii) where the circumstances giving rise to it occurred or originate more than ten (10) working days, excluding Saturday, Sunday and Statutory holidays, for Full-time Units or ten (10) calendar

days, excluding Saturday, Sunday and Statutory holidays, for Part-time Units, before the filing of the grievance.

- (b) Grievances properly arising under the Agreement shall be adjusted and settled as set out in this Article.

Complaint Procedure

It is the mutual desire of the Parties hereto that complaints of the employees shall be adjusted as quickly as possible and it is understood that an employee has no formal grievance until he or she has first given to the immediate Management Supervisor concerned an opportunity of adjusting the complaint. When an employee has a complaint, he or she (who may request the assistance and attendance of the steward) shall discuss it with the immediate Management Supervisor. The immediate Management Supervisor shall give a decision to the employee concerning his or her complaint within three (3) days, per article 8.3(c), and failing settlement, a grievance shall be dealt with in the following manner and sequence, provided it is presented within three (3) days, per article 8.3(c), following receipt of the decision from the Immediate Management Supervisor.

The immediate management supervisor shall contact a steward, or committee member, to be in attendance at the beginning of the meeting. The employee will be given the opportunity for the assistance and attendance of the steward during the meeting.

8.2 Grievance Procedure – Step 1

Within five (5) days, per article 8.3(c), after the decision is given by the immediate Management Supervisor, the grievance may be submitted in writing by the employee, who may request the assistance and attendance of a steward, to the Home Administrator. It is understood that the Home Administrator may have such counsel and assistance as he may desire, and that any two of the Union Representatives of CAW – Canada Local 302 and the National Representative of the Union may also be present at the request of either the Employer or the Union. The Home Administrator shall deliver his decision in writing to the employee within five (5) days, per article 8.3(c), after receiving the written grievance.

Failing settlement:

Grievance Procedure – Step 2

Within eight (8) days, per article 8.3(c), after the decision is given in Step No. 1, the employee, who may request the assistance of the Union Committee, may forward the grievance in writing to the Director of Human Resources. A meeting between the aggrieved employee and the Union Grievance Committee and the Director of Human Resources or designate shall be held within eight (8) days, per article 8.3(c), following submission of the grievance, or as may be extended by mutual agreement of the Parties. It is understood that the Director of Human Resources may have such counsel and assistance as (s)he may desire, or may elect to be represented by a designate, and that any two of the Union Representatives of CAW – Canada Local 302 and the National Representative of the Union may also be present at the request of the Director of Human Resources, or the Union. The decision of the Director of Human Resources or designate shall be given in writing within eight (8) days, per article 8.3(c), following the meeting.

Referral to Arbitration – Step 3

Failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either Party. If no written request for Arbitration is received within ten (10) days, per article 8.3(c), after the decision under Step 2 is given, it shall be deemed to have been settled.

- 8.3 (a) Should any grievance not be submitted within the various time limits specified under the Grievance Procedure, the Employer will not be obliged to consider it, provided that any of the time limits in Articles 8, 9 and 10 may be extended by mutual agreement of the Parties.
- (b) All agreements reached under the Grievance Procedure between the representatives of the Union and the representatives of the Home, will be final and binding upon the Home, the Union and the employees.
- (c) Any time limits referred to in the Grievance Procedure or Arbitration or any sub-section thereof within which any procedure is required to be taken or notice required to be given, shall be calculated exclusive of Saturday, Sunday, Paid Holidays (as declared) and, in the case of Full-time units, an aggrieved employee's day off.

- (d) Where the differences arise between the Employer and the Union concerning the interpretation or violation of this Agreement, which may be considered as policy matters, the differences between the Parties shall be reduced to writing and entered into the Grievance Procedure in accordance with Article 1 ■ .
- (e) If the matter of the policy grievance is not satisfactorily settled, it ~~is~~ understood that it may be carried through the balance of the grievance procedure, including the step of arbitration for final and binding settlement upon the Parties.
- (f) Should two (2) or more employees have complaints which are the same or similar, such complaints, if submitted as a grievance, may be processed as a group grievance providing the parties to this agreement agree on a group grievance process at Step 1.

ARTICLE 9 - ARBITRATION

- 9.0 (a) When either Party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other Party of the grievance.
The parties shall appoint a single arbitrator from the following list:
- Wes Rayner
 - Loretta Mikus
 - Gregory Brandt
 - Bruce Willing
- Arbitrators will be selected in order of the date of referral on a rotational basis unless the parties agree to consolidation. A list of a minimum of four names will be maintained during the term of this agreement. Revisions to the list will be mutually agreed upon.
- If either party wishes to have the grievance submitted to a Board of Arbitration, they will so advise the other party within ten (10) working days of the notice referring the matter to arbitration. The sole arbitrator who would otherwise hear the grievance shall chair a three person Board of Arbitration. The parties shall appoint their nominee to the Board within ten (10) working days of the confirmation of the chair.
- (b) The said two nominees first appointed shall be at liberty, prior to the arbitration hearing, to discuss the grievance submitted to Arbitration with a view to the mutual settlement of the grievance ~~so~~ submitted by the Parties.

- (c) No matter may be submitted to Arbitration which has not been properly carried through all previous steps of the Grievance Procedure within the time limit in the manner provided.
- (d) No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (e) Each of the Parties shall pay the expense of their own nominee and one half of the fees of the Arbitrator.
- (f) The sole Arbitrator or Board of Arbitration shall have no power to alter or change any of the provisions of this Agreement, or to substitute any new provision for existing provisions, nor to deal with any matter not covered by this Agreement.
- (g) The decision of any sole Arbitrator or Board of Arbitration shall be consistent with the terms and provisions of this Agreement.
- (h) Proceedings before the sole Arbitrator or Board of Arbitration shall be expedited by the Parties hereto. The decision of the sole Arbitrator or Board of Arbitration shall be final and binding on both Parties to this Agreement.
- (i) Any grievance involving the interpretation or application of this Agreement, which has been disposed of by the Arbitration process, shall not be made the subject of another grievance.
- (j) At any stage of the complaint or Grievance Procedure, including Arbitration, the Parties may have the assistance of the employee or the employees concerned as witnesses, and all reasonable arrangements will be made to permit the conferring Parties of the Board of Arbitration to have access to any part of the Home to view any working condition which may be relevant to the settlement of the grievance at a reasonable time, and so as not to interfere with the function of the Home.
- (k) The parties agree that the arbitration language in article 9 applies to rights arbitration only.

ARTICLE 10 - DISCHARGE CASES

- 10.1 (a) A claim by a permanent employee that he or she has been unjustly discharged shall be treated as a special grievance, if a written

statement of such special grievance is lodged by the employee within five (5) days, per article 8.3(c), of the date of the notice of discharge.

- (b) Such special grievance, to be considered, must be presented to the Administrator of the Home or his designated representative by a member of the Union Committee. A special meeting between the Union Committee, Commissioner of Community Services (or designate) and the City Director of Human Resources (or designate) will be held within five (5) days, per article 8.3(c), of receipt of such special grievance. Failing settlement of such special grievance under the foregoing procedure, the grievance may be referred to Arbitration, for final and binding settlement upon the Parties.

10.2 The Board of Arbitration or the single Arbitrator, as the case may be, may deal with such special grievance by:

- (a) confirming the Employer's action in dismissing the employee.
- (b) re-instating the employee with or without compensation for time lost; or
- (c) in any other manner as is deemed just or equitable in the opinion of the Board of Arbitration or the single Arbitrator.

ARTICLE 11 - POLICY GRIEVANCES

11.0 Either the Union or the Employer may initiate a policy grievance. A policy grievance shall be in writing. A policy grievance of the Employer shall be delivered to the Chairperson of the Union or to a Union Representative or International representative of the Union.

11.1 A policy grievance of the Union shall be commenced at Step 2 of the Grievance Procedure. Any policy grievance shall be filed within eight (8) days of the incident giving rise to the grievance. If any such grievance is not settled within eight (8) days of its delivery pursuant to this paragraph, the matter may be referred to Arbitration under Article 9.

11.2 Poli _____ ranc defined as:

A grievance which alleges an actual violation of a specific provision of this Agreement and which could not otherwise be resolved at lower steps of the Grievance Procedure because of the nature or scope of the subject matter of the grievance. Such grievance is to be submitted at Step 2 of the Grievance Procedure.

ARTICLE 12 - SENIORITY

- 12.0 Seniority for employees in each of the bargaining units is as more particularly described in Articles 12.3, 12.4 and 12.5 for Full – Time employees and Articles 12.6, 12.7 12.8 for Part – Time employees.
- 12.1 Seniority shall govern in all cases of promotion, demotion, transfer to a higher paid job or to a job with equal pay. The more senior employee must be qualified to do the job involved efficiently and in the case of demotion he must be capable of efficiently performing the duties of the job to which (s)he is demoted. For purposes of promotion and vacation scheduling only and in circumstances involving a former part-time employee who has the identical length of service as an employee who has been a full-time employee for all service with the Employer, the full-time employee will be deemed to have greater seniority.
- 12.2 An employee who accepts a temporary assignment in a bargaining unit (“temporary”) at the Dearness Home other than the bargaining unit in which the employee currently has seniority (“permanent”) will continue to accumulate seniority in the permanent bargaining unit during the temporary assignment. Seniority in the permanent bargaining unit will apply in the temporary bargaining unit for all purposes except for job posting and layoff, and except where otherwise noted such employees will be governed by the terms of the Collective Agreement of the temporary bargaining unit during the temporary assignment.

Seniority – Full-T Employees Only

- 12.3 Seniority is defined as length of continuous service since the date of last hire by the Employer and will be acquired when an employee has completed 45 days for Full-time continuous service. Such seniority will date from the first day that an employee actually commenced work for the Employer, and will accumulate thereafter. All employees will be regarded as probationary employees until they have acquired seniority as above provided, although an employee shall be entitled to the assistance of the Union in settling a grievance other than dismissal in accordance with the Grievance Procedure herein set forth, after a period of thirty (30) days for Full-time employees employment. The dismissal of a probationary employee shall not be the subject of a grievance.
- 12.4 The probationary period may be extended by thirty (30) days in extenuating circumstances as determined by the Home Administrator. The Home Administrator will advise the Unit Chairperson of the extension and the reason for such extension.
- 12.5 When a permanent employee is transferred to another classification within the Bargaining Unit, he shall be subject to a trial period in his/her new duties of thirty

(30) working days. (S)he shall receive the starting rate in the new classification for this trial period of thirty (30) working days at the end of which time, if (s)he continues in the new duties, (s)he shall move to the same Schedule " A ; wage grid level in the new position as enjoyed in immediate previous position. If such employee wishes to return to his/her former position, (s)he may do so by making written request to the Home Administrator during the trial period. In addition, if the employee fails to satisfactorily complete the trial period, or, is unable to perform the work, (s)he shall, subject to the right of grievance by either Party, be returned to his/her previous position and wage rate. Similarly, any other employee who has subsequently promoted or transferred as a result of the original promotion will return to his/her previous position and salary.

Seniority – Part - Time Employees Only

- 12.6 Seniority is defined as length of continuous service since the date of last hire by the Employer and will be acquired when an employee has completed 360 hours for Part-time employees continuous service. Such seniority will date from the first day that an employee actually commenced work for the Employer, and will accumulate thereafter. All employees will be regarded as probationary employees until they have acquired seniority as above provided, although an employee shall be entitled to the assistance of the Union in settling a grievance other than dismissal in accordance with the Grievance Procedure herein set forth, after a period of 220 hours for Part-time employees employment. The dismissal of a probationary employee shall not be the subject of a grievance.
- 12.7 The probationary period may be extended by 220 hours in extenuating circumstances as determined by the Home Administrator. The Home Administrator will advise the Unit Chairperson of the extension and the reason for such extension.
- 12.8 When a Part-time employee is transferred to another classification within the Bargaining Unit, (s)he shall be subject to a trial period in his/her new duties of two hundred and forty (240) working hours. (S)he shall receive the starting rate in the new classification for this trial period of 240 working hours at the end of which time, if (s)he continues in the new duties, (s)he shall move to the same Schedule " A ; wage grid level in the new position as earned in immediate previous position. If such employee wishes to return to his/her former position, (s)he may do so by making written request to the Home Administrator during the trial period. In addition, if the employee fails to satisfactorily complete the trial period, or, is unable to perform the work, (s)he shall, subject to the right of grievance by either Party, be returned to his/her previous position and wage rate. Similarly, any other employee who has subsequently promoted or transferred as a result of the original promotion will return to his/her previous position and salary.

12.9 **Layoff and Recall**

- (a) There shall be at least 6 months notice to the Union in the event of a proposed layoff of a permanent or long-term nature or in the event of a substantial bed cutback which affects or could affect the bargaining unit, unless the notice of reduced funding from the Ministry to the Home is given less than 6 months from the end of the fiscal year, in which case the number of months notice required shall be that number of months from the end of the fiscal year that the notice from the Ministry was received but in no case shall be less than 3 months.
- (b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with 2 weeks notice for each year of service to a maximum of 16 weeks, provided that the employee has more than 12 months service. Employees with less than 12 months service will be entitled to notice in accordance with the provisions of the Employment Standards Act. A copy of any notice of layoff to an employee will be provided to the Union at the same time.
- (c) In the event of a layoff, the Home shall layoff employees in the reverse order of their seniority within their classification in the respective bargaining unit i.e., full-time or part-time, providing that there remain on the job employees who then have the ability to perform the work.
- (d) An employee who is subject to layoff shall have the right to either:
 - (i) accept the layoff, or
 - (ii) displace an employee who has less bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to the layoff can perform the duties of the lower or identical classification without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure. A full time employee may displace a part time employee and vice versa, given reasonable orientation.

Note - an identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within 1% of the laid off employee's straight time hourly wage rate.

In the event that there are no employees with lesser seniority in lower or identical paying classifications as defined in this Article, a laid off

employee will have the right to displace an employee with less seniority, who is the least senior employee in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within 5% of the laid off employee's straight time hourly rate provided he can perform the duties without training other than orientation. Such employee so displaced shall be laid off subject to the layoff procedure.

- (e) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided (s)he possesses the qualification and ability to perform the work before such opening is filled on a regular basis under the job posting procedure. The posting procedure shall not apply until the recall process has been completed.
- (f) In determining the qualification and ability of an employee to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary or unfair manner.
- (g) An employee recalled to work in a different classification from which (s)he was laid off shall have the privilege of returning to the position (s)he held within two years of having been recalled.
- (h) No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
- (i) Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed 10 working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (j) No full-time employee shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- (k) In the event of a layoff commenced on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced
- (l) In the event of layoff of a full-time employee, the Home shall pay its share of insured benefits premiums up to 3 months from the end of the month in which the layoff occurs or until the laid off employee is employed elsewhere, whichever comes first.

- 12.10 Seniority lists will be posted on the official Union Bulletin Board in the Home and a copy of the Seniority List will be supplied to the Union Office and the Chairs of the Union. The Seniority List will be posted and revised semi-annually on or before January 31st and July 31st of each year according to the records of the Home. Seniority as posted will be deemed to be final and binding and not subject to complaint unless such complaint is made within thirty (30) days from the first date of current posting.
- 12.11 An employee shall lose all seniority and shall be deemed to have quit the employ of the Home after (s)he:
- (a) is discharged for cause and the discharge is not revoked through the Grievance Procedure;
 - (b) tenders his/her resignation in writing or quits the employ of the Employer;
 - (c) fails to report for work within 10 days after being notified by the Employer following a lay off or fails to advise the Employer within five (5) days (exclusive of Saturdays, Sundays or paid holidays) of his/her intention to report for work, pursuant to notification by registered mail addressed to the last address on record with the Home. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his/her proper address being on record with the Home;
 - (d) is absent for five consecutive regularly scheduled shifts without providing proper notice of a reason satisfactory to the Employer. Any employee who is terminated in accordance with this provision will be advised by registered mail or equivalent and a copy of this notice will be sent to the Chairperson of the Bargaining Unit at the same time.
 - (e) is laid off continuously for 30 months or longer
- 12.12 Where a Full-time employee transfers to the Part-time unit, or vice versa, in the same job classification, there will be no trial period. The employee will transfer at his/her current wage rate.

ARTICLE 13 - JOB CLASSIFICATION AND RATES OF PAY

- 13.0 Job classifications and rates of pay shall be as set out in Schedule "A" to this Agreement.

- 13.1 When an employee relieves in a higher paid classification for one (1) hour or more, (s)he shall be paid at the next higher rate in the higher classification for all hours worked in such higher classification.
- 13.2 When a new classification which is to be included in this Agreement is established by the Employer, the Employer shall provide the Union with a copy of the new Job Description and shall consult with the Union and subsequently determine a rate of pay. In the event that the Union disagrees with the rate so established, it may lodge a policy grievance and the provisions of Article 11 of this Collective Agreement shall apply.

ARTICLE 14 - HOURS OF WORK

- 14.0 (a) The hours of work for the various units shall be as more particularly described in Articles 14.7 and 14.8 for Full-Time employees and Articles 14.9 and 14.10 for Part-Time employees.
- (b) Employees working in Departments which operate on a twenty-four (24) hour basis shall be required to report for duty at their respective stations five (5) minutes before their respective shift begins.
- 14.1 Employees shall not be required to work more than six (6) days consecutively except in the Engineering Section where it shall be not more than seven (7) days consecutively. Regular days off shall be scheduled to guarantee employees a minimum of two (2) consecutive days unless otherwise agreed between the Parties. For employees of Full-time units, the Employer will endeavour to provide the employees one weekend off (Saturday and Sunday) in every three (3) weeks. It is understood that a day is defined as that on which the majority of hours is worked.
- 14.2 (a) An employee who works a majority of hours on the afternoon or night shift shall receive a \$.60 shift premium per hour payable for all hours worked.
- (b) Schedules of work shifts on a minimum four week turnabout basis shall be posted at least two weeks in advance of the current work period and remain posted for the duration of the work period schedules.
- (c) In the event an employee reports for work on a regularly scheduled shift and is sent home for lack of work, the employee will be guaranteed either three (3) hours work or a minimum of three (3) hours pay at his regular rate.

- 14.3 Where any employee covered by this Agreement is required to work ten (10) consecutive hours or more, (s)he shall be entitled to a meal allowance of five dollars (\$5.00). Effective May 7, 2002, the amount will be seven dollars (\$7.00).
- 14.4 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.
- 14.5 An employee may request in writing to exchange a shift with an equally qualified employee in the same classification provided there is no additional cost for the service being provided and the permission for exchange is at the discretion of the Manager or designate.
- 14.6 Employees must request vacation or other absent time for Christmas and New Year period no later than October 1st in each year. The Employer will draw up and post the schedule for the 8 weeks ending with the week including the two consecutive days following New Year's no later than November 1st in each year; in the event that an employee does not request a schedule by October 1st, he or she will forfeit the right of selection.

14.7 Hours of Work – Full-Time Employees Only

- (a) The standard work week shall be forty (40) hours of five (5) days, on an eight (8) hour shift basis, with one fifteen (15) minute rest period and one twenty (20) minute lunch period.
- (b) Employees called in at a time other than their regular shift shall be paid for at least three (3) hours of work at their overtime rate.
- (c) The Employer may designate employees to be on standby duty. While designated as on standby, the employee shall be paid two dollars (\$2.00) per hour for all hours of such duty, even if during such duty, (s)he is recalled to work and paid the appropriate overtime rate. The employee must remain available for recall at all times while on standby duty.
- 14.8 All overtime work in excess of the regularly scheduled shift and /or eighty (80) hours in the bi-weekly pay period shall be paid for at the rate of time and one-half, computed at the employee's regular rate of pay. It is understood that all overtime must be authorized by the immediate management supervisor. Notwithstanding the foregoing, time worked in excess of the regular scheduled

shift on a Statutory Holiday shall be paid at double time computed at the employee's regular rate of pay.

14.9 **Hours of Work – Part – Time Employees Only**

- (a) The hours of work will be as scheduled by the Home. The hours of work will be no more than 8 hours and no less than 4 hours. When the daily hours of work are eight (8) hours or greater than five (5) hours, they will be inclusive of one twenty-minute lunch period and one fifteen-minute rest period during the shift. Where the daily hours of work are five (5) hours or less, they will be inclusive of one rest period of fifteen (15) minutes. Shifts would be scheduled at the discretion of the Home Administration, taking into consideration the needs of the residents. No scheduled shift shall be less than 4 hours unless mutually agreed by the parties.
- (b) Employees shall not be required to work more than six (6) days consecutively except in the Engineering Section where it shall be not more than seven (7) days consecutively. Regular days shall be scheduled to guarantee employees a minimum of 2 consecutive days unless otherwise agreed between the Parties.
- (c) Scheduled work will be offered on as equitable a basis as possible between employees in the bargaining unit.
- (d) Any part-time employee covered by this Collective Agreement, who may be required from time to time to work in excess of 48 hours in a bi-weekly pay period shall continue to be covered by this Collective Agreement. Such occurrences shall be limited to a maximum of 18 weeks per employee per 12 month period, except the 18 week restriction does not apply to the employee who is working to replace an employee on an approved leave of absence for maternity, medical or special circumstances. Vacancies greater than 18 weeks at the outset shall be posted.
- (e) Persons employed in the capacity of Registered Practical Nurses will not be scheduled to work more than three (3) weekends consecutively, unless mutually agreed. The employee shall be considered to have worked the weekend if he or she works a shift with the majority of the duty hours occurring on either a Saturday or Sunday.
- (f) Where an employee is requested to work a shift, and such request does not allow the employee one hour notice prior to the start of the shift, provided the employee reports for duty not more than one hour after the

scheduled start of the shift, and works the balance of the shift, the employee will be paid for all hours in the scheduled shift. Under such circumstances, the employees will endeavour to report promptly.

- (g) The Employer will endeavour to provide part-time employees one (1) weekend off (Saturday and Sunday) in every three (3) weeks, unless otherwise mutually agreed between the employee and employer.

14.10 All overtime work in excess of the regularly scheduled shift (defined as 8 (eight) hours for this Article) and/or eighty (80) hours in the bi-weekly pay period shall be paid for at the rate of time and one-half, computed at the employee's regular rate of pay. It is understood that all overtime must be authorized by the immediate management supervisor.

ARTICLE 15 - PAID HOLIDAYS

15.0 Paid Holiday provisions shall be as more particularly described in Article 15.2 for Full – Time employees and Article 15.3 for Part– Time employees.

15.1 Every employee, except those in the Engineering Section, shall be entitled to at least 3 consecutive days off at either Christmas or New Year's. Such days off shall be allocated on a classification seniority choice basis. It is understood and agreed that all normal working schedules extending over the Christmas and New Year period in each calendar year, shall be discontinued. It is understood that the practise of granting at least three consecutive days off for part-time employees is subject to the need to maintain adequate coverage for all Sections.

Subject to article 6.1, when a surplus of staff exists after all requests have been considered, the Employer will schedule both Christmas and New Years off by seniority.

15.2 Paid Holidays – Full – Time Employees Only

- (a) The following shall be considered as Paid and Civic Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day (December 26)
Civic Holiday	Lieu Day

and any other day declared by a competent authority to be a holiday within the meaning of the Employment Standards Act.

- (b) Employees required to work on a Paid Holiday shall at the option of the Employer, receive either:
 - (i) Pay at the rate of time and one-half of the employee's regular rate for work performed on such holiday in addition to the employee's regular pay; or
 - (ii) Pay at the rate of time and one-half the employee's regular rate for work performed on such holiday and an alternative day off within thirty (30) days before or thirty (30) days following the holiday which will be scheduled by the head of the Section. Where reasonably possible, employees in the Dietary Section will have the alternate day off scheduled in conjunction with a weekend off.
 - (iii) In order to qualify for a payment of Paid Holidays an employee must work his/her regular working day immediately prior to the holiday and his regular working day immediately following the holiday, unless absent due to illness or other reasonable excuse, where satisfactory evidence has been provided.
- (c) Where the majority of the hours in an employee's regular shift falls within the hours of 12:01 a.m. and 12:00 midnight on a Paid Holiday, the entire shift shall be classified as Paid Holiday work. Where a minority of the hours in an employee's regular shift falls within the hours of 12:01 a.m. and 12:00 midnight on a Paid Holiday, the entire shift shall be classified as regular shift work.
- (d) In place of the option under 15.2 b (ii), employees may opt to accumulate up to five days per year to be taken by an employee at a time mutually agreed upon between the employee and the Employer. The accumulated time must be observed by December 1 of each year, and is subordinate to approved vacation leave.

15.3 **Paid Holidays – Part – Time Employees Only**

The provisions of this article shall apply only to those employees in this Bargaining Unit.

- (a) Employees are entitled to receive 8 (eight) hours pay on each of the under noted days, provided:

- the employee has been employed for more than three calendar months;
- the employee earned wages on at least eight days of the four work weeks, or worked at least 64 hours, preceding the holiday;
- the employee has worked on his or her scheduled day of work, both preceding and following the holiday;
- the employee, having agreed to work on the public holiday, actually reports for, and performs, the required work for the full shift:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day (December 26)
Civic Holiday	

and any other day declared by a competent authority to be a holiday within the meaning of the Employment Standards Act.

- In addition to the above, an employee may elect to be paid, if qualified in accordance with the above for one additional day to be known as a Lieu Day. The Lieu Day will be scheduled by mutual agreement between the employee and his or her immediate management supervisor.
- (b) Employees not covered in a) will receive pay for each of the above noted public holidays according to the Employment Standards Act.
- (c) Employees required to work on a Paid Holiday shall receive pay at the rate of time and one-half the employee's regular rate of pay performed on such holiday in addition to the employee's regular pay.
- (d) Where the majority of the hours in an employee's regular shift falls within the hours of 12:01 a.m. and 12:00 midnight on a Paid Holiday, the entire shift shall be classified as Paid Holiday work. Where a minority of the hours in an employee's shift falls within the hours of 12:01 a.m. and 12:00 midnight on a Paid Holiday, the entire shift shall be classified as regular shift work.
- (e) Subject to the need for maintaining adequate service coverage for all Sections as determined by the Home Administrator, consideration will be given upon written request made at least one month in advance, to employees in order of seniority by classification governed by this Collective Agreement, to being given either Christmas Day or New

Year's Day each year as a day upon which work will not be scheduled for such employee, it being understood the request will be for only one of the two days.

- (f) Employees scheduled to work Christmas Day or New Year's Day will be given at least four weeks notice of such scheduling.

ARTICLE 16 - SICK LEAVE

16.0 Sick Leave provisions shall be as more particularly described in Article 16.3 for Full – Time employees and Article 19.2 for Part – Time employees.

- 16.1 (a) In the interest of facilitating rehabilitation at work of ill and injured employees, the parties will make every reasonable effort to return employees to modified duty positions. The Union will be notified in writing of such rehabilitation situations and the estimated length of the modified duties assignment as soon as possible. An employee who is ill or injured and unable to perform his/her regular duties may displace the junior position in a classification but only for the duration of the disability following which the disabled employee and the displaced employee may return to his/her original classification. The parties agree to meet their obligations to cooperate under Human Rights Code when returning employees to modified work. In meetings regarding return to work plans employees will be offered union representation. Employees on rehabilitative assignments and related displaced employees will be eligible to apply for any posted vacancy.
- (b) Employees shall make themselves available for any alternate or modified work which is within their abilities as supported by medical documentation satisfactory to the Employers' Health service provider and is work which the Employer determines is available.
- (c) Employees who are absent from work due to compensable injury shall, where such absences continue beyond 21 calendar days, advise the Employer of their health status, whether they would be able to assume alternate or modified duties, and a prognosis for their return to full duties, and shall provide similar advice at the conclusion of each subsequent 21 day period of continuing absence. In extenuating circumstances involving major and long-term disabilities the management may waive the requirement to provide written documentation. Employees shall make themselves available for any alternate or modified work which is within their abilities as supported by

medical documentation satisfactory to the Employers' Health service provider and is work which the Employer determines is available.

- (d) When an employee will be unable to report for work because of sickness or other personal emergency reason, (s)he shall, not later than one (1) hour on the day shift but two (2) hours on any other shift, before he is scheduled to be at work, inform his Supervisor or other management person in charge that he will not be at work, and shall further inform the Employer of the probable length of the absence in the event it is anticipated to be more than one (1) day, unless circumstances giving rise to the absence were beyond the control of the employee.

16.2 An employee who is injured during his/her scheduled shift and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the balance of the shift at his/her regular rate of pay. Such employee shall be provided with transportation to a doctor's office or hospital and/or to his/her residence when unfit to drive.

16.3 **Sick Leave – Full – Time Employees Only**

- (a) Effective January 1, 1988, each permanent employee with a seniority date prior to January 1, 1988 shall be eligible to a credit of one day sick leave credit for each month of service with the Corporation. Such credits shall be cumulative.
- (b) Each permanent employee with a seniority date on or after January 1, 1988 shall earn (314) three quarters, of a day (6 hours) of sick leave credit for each complete month of service with the employer (effective January 1, 2001). Vacation, Paid holidays, bereavement leave, time off in lieu or authorized Union business are considered hours worked. Such credits shall be cumulative to a maximum of 80 (eighty) days. Those employees with seniority date of January 1, 1988 or later with a balance in excess of 80 days may use the present credits until they reach 80 days, at which point they will no longer earn in excess of 80 days (effective January 1, 2001).
- (c) The employer will provide a "top-up" to Workplace Safety and Insurance Board which are paid to an employee for Temporary Total Disability. The "top-up" amount will be equal to the difference between the aforementioned W.S.I.B. benefit and 100% of the employee's net regular pay. The net regular pay is defined as that net amount regularly paid to an employee after the statutory deductions for Income Tax, Canada Pension Plan premiums and Employment Insurance premiums are deducted from the gross regular pay of an employee.

- (d) If an employee is absent due to sickness:
- (i) For three (3) but less than thirty (30) consecutive days, (s)he shall be required to submit a certificate from his/her physician in order to be entitled to Sick Leave with pay which certificate is also required to state that (s)he is able to resume full normal duties or indicate if there will be restrictions and duration of restrictions, on his/her return to work.
 - (ii) For thirty (30) or more than thirty (30) consecutive days, (s)he shall be required to submit a certificate from his physician certifying his inability to work and the nature of such sickness. An employee shall not be entitled to be paid Sick Leave in that month without furnishing such certificate and so on from month to month in the event the employee's sickness extends from one month to the next month.
 - (iii) Chiropractor's certificates supporting an employee's inability to attend work will be accepted by the Home management if recognized by competent authorities such as Ontario Ministry of Health.
- (e) Every employee with ten (10) or more years' service, who is actively engaged at his/her duties, may be granted Retirement leave, with full pay, at the discretion of the Home Administrator, for a period equal to the unexpended portion of his accrued Sick Leave credit, but not in excess of six (6) months, and according to the following schedule:

	Service Requirements	Period of Leave Up to:
(i)	At least ten (10) and not more than fifteen (15) years	Three (3) calendar months
(ii)	At least fifteen (15) and not more than twenty (20) years	Four (4) calendar months
(iii)	At least twenty (20) and not more than twenty-five (25) years	Five (5) calendar months
(iv)	More than twenty-five (25) years	Six (6) calendar months

Employees with a seniority date on or after January 1, 1988 are not entitled to a sick leave gratuity as provided in Article 16.3 (e), (f) and (g):

- (f) Subject to the provisions of the Municipal Act, in case of the death of an employee with ten (10) or more than ten (10) years of service, his/her

estate shall be entitled to a portion of the balance of his/her accumulated Sick Leave Credits, if any, as follows:

Ten (10)	Fifty percent (50%) up to ninety (90) days
Eleven (11)	Fifty-five percent (55%) up to ninety-nine (99) days
Twelve (12)	Sixty percent (60%) up to one hundred and eight (108) days
Thirteen (13)	Sixty-five percent (65%) up to one hundred and seventeen (117) days
Fourteen (14)	Seventy percent (70%) up to one hundred and twenty-six (126) days
Fifteen (15)	Seventy-five percent (75%) up to one hundred and thirty-five (135) days
Sixteen (16)	Eighty percent (80%) up to one hundred and forty-four (144) days
Seventeen (17)	Eighty-five percent (85%) up to one hundred and fifty-three (153) days
Eighteen (18)	Ninety percent (90%) up to one hundred and sixty-three (163) days
Nineteen (19)	Ninety-five percent (95%) up to one hundred and seventy-one (171) days
Twenty (20) or more	One hundred percent (100%) up to one hundred and eighty (180) days

Employees with a seniority date on or after January 1, 1988 are not entitled to a sick leave gratuity as provided in Article 16.3 (e), (f) and (g).

- (g) In case of termination of employment after five (5) years of service, an employee shall be entitled to a portion of the balance of his/her accumulated Sick Leave Credits, if any, as follows:

Portion of sick leave credits to which employee is entitled, up to maximum Years of Service shown:

Five (5) or more but less than fifteen (15)

Fifteen (15) or more but less than twenty (20)

Fifty percent (50%) up to ninety (90) days

Fifty percent (50%) up to one hundred and twenty (120) days

Employees with a seniority date on or after January 1, 1988 are not entitled to a sick leave gratuity as provided in Article 16.3 (e), (f) and (g).

- (h) If an employee has had three (3) periods of Sick Leave with pay in a calendar year, the Employer may withhold payment of sick leave for any subsequent absences in that year, notwithstanding that the employee may have accumulated Sick Leave Credits. It is the policy of the Employer and the Union to prevent abuse of Sick Leave and the withholding of any sick leave payment under this Article shall be in addition to and not in substitution for any other action the Employer may take in the event of an unauthorized absence of an employee. Nothing in this clause shall prevent an employee from filing a grievance if he is denied Sick Leave with pay or is disciplined or discharged for alleged unauthorized absence.

ARTICLE 17 - VACATIONS

17.0 Vacation entitlements shall be as more particularly described in Article 17.1 for Full – Time employees only and Article 17.2 for Part-Time employees.

17.1 **Vacations – Full – Time Employees Only**

- (a) Vacations with pay are granted for past services. It shall be the duty of the Employer to distribute to and receive from each employee a "request form for vacation entitlement" during the period from January 15, through February 15, of each year, and to then arrange suitable dates for vacation allotments for each employee, with such allotments to be governed by overall seniority within classifications coupled with the Employer's right to maintain adequate service within all sections. The Employer will make every reasonable effort to ensure that the provisions for distribution of vacation by seniority and classification are observed. Any employee who fails to complete and submit the request form by February 15 in any year, shall be assigned vacation dates without regard to seniority. The Corporation will post a listing of the vacation allotments, not later than April 1 in each year.

Note: In exercising the seniority privilege, it is restricted to the time of vacation selection as specified in this Article.

- (b) Employees should normally take their vacation all at one time; those with more than three (3) years service to take at least two **(2)** weeks at one time and one week later on, if section business requires the time to be divided.
- (c) Where a Paid Holiday falls within an employee's vacation period, it shall be added to the vacation.
- (d) An employee shall be credited with one day's holiday for each month or major portion thereof of service in the first vacation year. (The vacation year shall extend from April 1 to March 31 next following.)
- (e) An employee with one year of service or more as at March 31 in any year shall be entitled to three (3) weeks vacation.
- (f) An employee who has continuous past service of nine (9) years or more as at March 31 in any year shall be entitled to four **(4)** weeks vacation. Effective April 1, 1992 an employee who has continuous past service of seven **(7)** years or more as at March 31 in any year, shall be entitled to four **(4)** weeks vacation.
- (g) Effective April 1, 1992, an employee who has continuous past service of sixteen (16) years or more as at March 31 in any year shall be entitled to five (5) weeks vacation. For the 1994 vacation year, an employee who has at least 15 years of continuous past service as at March 31 in any year shall be entitled to five (5) weeks of vacation.
- (h) An employee who has continuous past service of twenty-five (25) years or more as at March 31 in any year shall be entitled to six (6) weeks vacation.
- (i) All vacations must be taken during the year in which they are allowed, and may be taken at any time during the year, subject to the right of the immediate Management Supervisor for good and sufficient reason to vary or postpone, and subject to the provisions of Article 17.1 (j) hereof.
- (j) Any employee who foregoes his/her vacation in the current vacation year, at the request of his/her supervisor, for good and sufficient reason, may receive such postponed vacation during the first six months of the next following year, but such postponement shall be reported by the Home Administrator to the Director of Human Resources for record purposes.

- (k) An employee, after four **(4)** years continuous service, may upon request to the Immediate Management Supervisor given on or before January 1 in any year, by specifying definitely his reason in writing for desiring accumulation of vacations, such reason to be satisfactory to the Immediate Management Supervisor, forego one week's vacation for each year, so that the employee may add to his/her credit a period not exceeding six **(6)** weeks vacation at one time. The Home Administrator shall report same to the Director of Human Resources for record purposes. Any employee failing to use accumulated holidays for the reason specified in his application shall forfeit his/her accumulated holidays.
- (l) Any employee voluntarily terminating his/her employment shall receive pay for the vacation period to his credit, at the time of the termination of his/her employment, in addition to his/her regular pay.
- (m) No vacation time shall be lost:
 - as the result of an accident or illness covered by an award of the Workplace Safety and Insurance Board; or
 - as the result of an accident incurred in the performance of duty; or
 - while the employee is absent on sick leave due to illness if:
 - the illness occurs before the employee goes off duty to commence his/her scheduled vacation,
 - Employees who become hospitalized during an approved vacation, may substitute such sick leave as they have owing to them and will be granted alternative vacation days equivalent to the number of vacation days hospitalized (excluding non-scheduled work days) providing that:
 - i) they were hospitalized in a recognized institution and verification of this is received by Management.
 - ii) the alternative days are taken at a time mutually convenient to the employee and Management.

In all other cases, the scheduled vacation will be deemed to have been taken as scheduled, and no substitution of sick leave for vacation shall be permitted.

17.2 **Vacations – Part – Time Employees Only**

Employees covered by this Collective Agreement shall receive vacation with pay as follows:

- Up to one year of service, one day vacation for each month of service with pay at the rate of 4% of their hourly rate of pay for all hours worked.
- One year of service, three weeks vacation with pay at the rate of 6% of their hourly rate of pay for all hours worked.
- Nine (9) years of service, four weeks vacation with pay at the rate of 8% of their hourly rate of pay for all hours worked. Effective April 1, 1992, an employee with seven (7) years of service, four weeks vacation with pay at the rate of 8% of their hourly rate of pay for all hours worked.
- Seventeen years of service, five weeks vacation with pay at the rate of 10% of their hourly rate of pay for all hours worked. Effective April 1, 1992, an employee with sixteen (16) years of service, five weeks vacation with pay at the rate of 10% of their hourly rate of pay for all hours worked. For the 1994 vacation year, an employee who has at least 15 years of continuous past service as at March 31 in any year shall be entitled to five (5) weeks of vacation.
- Commencing April 1, 1992, employees with twenty-five (25) years of service, six weeks of vacation with pay at the rate of 12% of their hourly rate of pay for all hours worked.
- It is understood that the service year shall be as at March 31st.

ARTICLE 18 - COMPASSIONATE LEAVE AND LEAVE OF ABSENCE

18.0 The Employer may grant leave of absence without pay but continued benefits as applicable upon request by the employee for a period of up to 12 days, provided that such absence may be accommodated within the work schedule without additional cost. Employees will make requests for such absences at least 7 calendar days in advance, except in the case of legitimate personal emergencies. Such leave may be extended upon request by the employee at the Employer's sole discretion. Employees who are absent resulting from such leave of absence shall not be considered to be laid off, and their seniority shall continue to accumulate during such absence.

18.1 Bereavement Leave

In the event of the death of an employee's wife, husband, partner, child, grandchild, parent, sister or brother, the employer, at the request of the employee will arrange leave of absence with pay, such period not to exceed five days, excluding scheduled days off. Bereavement leave days taken by part time employees must be taken within a fourteen day calendar period.

In the event of the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, the Employer at the request of the employee, will arrange leave of absence with pay, such period not to exceed three (3) days concluding for Part-time employees on the day of the funeral. In the event of the death of an employee's grandmother or grandfather, the Employer at the request of the employee will arrange leave of absence with pay for a period not to exceed two (2) days concluding for Part-time employees on the day of the funeral. Any such request will be in writing on forms supplied by the Employer, but because of the nature of the said leave, such forms may be filled in by the employee after returning to work.

Pay for bereavement leaves are for scheduled shifts only.

Bereavement Leaves included in this Article may be extended by two paid days under exceptional circumstances at the discretion of the Administrator. In addition, the Administrator may grant a one day paid leave for other occasions of bereavement.

All relationships listed in this article will be understood to include "step" relationships and relationships associated with an employee's common-law spouse or partner of the same sex.

18.2 **Pregnancy And Parental Leave**

- (a) For the purposes of Article 18.2, "with pay" and "regular earnings" shall refer to the regular straight time wage or scheduled hours or, in the event of extended leaves, the average hours worked in the preceding twenty week period. For part-time employees, this rate shall include the allowance for pay-in-lieu of benefits and vacation.
 - (i) Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario.
 - (ii) Pregnancy leave shall be granted for up to seventeen (17) weeks in duration and may begin no earlier than seventeen (17) weeks before the expected birth date.
 - (iii) Parental leave shall be granted for up to eighteen weeks in duration and shall, in all cases be completed within fifty-three (53) weeks of the date the child is born, or comes into the custody, care and control of a parent for the first time.
- (b) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter.

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

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks' notice of her intention to return to work. The employee may, with the consent of the Employer shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work. Additional leave of absence may be taken under Article 18.2 (a)(iii) Parental Leave.
- (iv) An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a Supplemental Employment Insurance benefit. That benefit will be the equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two week Employment Insurance waiting period and upon receipt by the Employer of the employee's Employment Insurance cheque stub as proof she is in receipt of Employment Insurance Pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

18.3 An employee who does not apply for leave of absence under Article 18.2(a)(ii) and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with Article 18.2(a) upon providing the Employer before the expiry or two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated medical day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- 18.4 An employee who intends to resume her employment on the expiration of the leave of absence shall so advise the Employer when she requests the leave of absence. Upon her return to work following such leave an employee will be reinstated in her former job, classification, and at the rate of pay the employee would be earning if she had worked through the leave if at all practicable. Upon her return to work following such leave, an employee shall also be reinstated to the shift that she would have been worked in had she worked through the leave. **All** employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 18.5 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority. System or practice of the Employer in existence at the time the leave of absence began, with no loss of seniority or benefits accrued, and shall reinstate the employee in accordance with the provisions of Article 18.6.
- 18.6 Pregnancy leave is not an illness under the interpretation of this agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 18.7 Credits for service for the purpose of salary increments, vacations or any other benefit under the Collective Agreement shall continue and seniority shall accumulate during the pregnancy and parental leave.
- 18.8 The total leave of absence provided for under Article 18.2 shall be extended upon application in writing at least two (2) weeks prior to the expiry of the leave, to a total period of fifty-two (52) weeks following the date the leave commenced.
- 18.9
- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of the child, or the date the child first came into the care or custody of the employee, shall be entitled to parental leave.
 - (b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship of some degree of permanence with the parent of a child and who intends to treat the child as his or her own.
 - (c) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For employees on

pregnancy leave, parental leave will begin immediately after pregnancy leave expires.

- (d) For the purposes of parental leave under Article 18.2(a)(iii) Parental Leave, the provision under 18.4, 18.5, 18.6 and 18.7 shall also apply.
- (e) An employee on Parental Leave who is in receipt of EI Parental Leave benefits shall be paid a supplemental Employment Insurance benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance benefits and any other earnings. Such payment shall commence following the completion of the two week Employment Insurance waiting period and upon receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of EI Parental Leave benefits, and shall continue while the employee is in receipt of such benefits.
- (f) Verification and/or other evidence of the adoption may be required by the employer.

18.10 **Pregnancy and Parental Leave – Full– Time Employees Only**

During the period of Pregnancy or Parental Leave, the Employer shall continue to pay as applicable the Employer's portion of hospital, medical, dental, weekly indemnity, group life, pension and other benefits of this agreement, provided that the employee has maintained their share of the premium payments.

18.11 **Pregnancy and Parental Leave – Part– Time Employees Only**

During the period of Pregnancy or Parental Leave, the Employer shall continue to pay as applicable the Employer's portion of hospital, medical, dental, weekly indemnity, group life, pension and other benefit premiums pertaining to part time staff of this agreement, provided that the employee has maintained their share of the premium payments. In the case of Part-time employees, the payment-in-lieu shall be accounted for separately under the supplemental Employment Insurance benefits.

18.12 **Jury Duty**

Where an employee, who would otherwise be on normal duty with the Corporation, is absent by reason of a summons to serve as a juror, or of a subpoena as a witness, he may at his option:

- (i) take leave of absence without pay and retain both the fee and the expense allowance paid by the Court; or
- (ii) charge the absence against vacation credits and retain both-the fee and expense allowance paid by the Court; or
- (iii) treat the absence as a leave with pay (but with no charge against any of his credits) but surrender the fee to the City Treasurer when received.

Such leaves will be for a minimum of four hours, if scheduled.

18.13 **Union Leave**

An employee who is elected or appointed to office in the Local or National Union shall, upon request, be granted a leave of absence, with seniority rights unaffected for all purposes, for the employee's term of office, up to a maximum of three (3) years. Only one (1) employee from each Bargaining Unit may be on such leave at one time.

All such leaves are without pay or provision of benefits including vacation entitlement by the Employer, except that and conditional upon reimbursement by the Union for wage and benefit premium costs incurred, employees on such leaves shall be continued in benefit plans other than Sick Leave, Short Term or Long Term Disability benefits, or OMERS Pension benefits, and paid through the Employer's payroll system. It is further understood that, for purposes of Worker's Compensation, the Employer of record during such absences is the Union. The Union will provide a minimum of four week's advanced notification of the return of employees from such leaves.

Leaves of a lesser period during the two year term may be granted at the discretion of the Administrator. The Union shall give at least seven days advance notice.

18.14 **Union Education Leave**

The Employer shall grant leave of absence without loss of seniority or service to employees to attend Union Conventions, Seminars, Educational Classes, or other Union business. In making application for leave of absence for Union business, it is understood that a leave of absence shall be for no longer than a two (2) week period in one (1) calendar year. Where leave of absence for Union business is requested, it is understood that the Union will not request leave of absence for more than four (4) employees from each bargaining unit at any one time. Nor will the request be more than four (4) employees from Nursing and no more than two (2) employees from each other section at any one time. The total

leave period in one year will not exceed fifty (50) scheduled shifts in total, excluding leave time for the Chairperson.

The Union shall be responsible for the payment of wages during the time of absence. Upon receipt of an invoice from the Employer the Union shall reimburse the Employer for wage payments advanced to employees on Union leave.

18.15 **Education Leave**

Employees may request leaves of absence for purposes of educational programs, to a maximum of two years. Such requests shall be submitted in writing to the Home Administrator, stating the period of requested absence and program details, and be subject to the approval of the Administrator, such approval not to be unreasonably withheld. Employees must submit proof of registration in the educational program. Such leaves shall be unpaid and without benefit continuation, however seniority will be frozen and retained during the approved absence.

The approved leave of absence will continue only as long as the employee remains enrolled in the program.

18.16 **General**

Employees who are on leave of absence will not engage in gainful employment while on such leave and if an employee does engage in gainful employment while on such leave of absence, he or she may forfeit all seniority rights and privileges contained in this Agreement.

ARTICLE 19 - HOSPITAL, MEDICAL, PENSION, INSURANCE PROGRAM

19.0 Entitlement to Hospital, Medical, Pension and Insurance programs will be as more particularly described in Article 19.1 for Full – Time employees and Article 19.2 for Part-Time employees.

19.1 **Full – Time Employees Only**

- (a) The Employer will pay 100% of the premiums for the following benefit programs:
- The Liberty Health Supplementary Plan.
 - The Liberty Health Extended Health Care Benefits Plan, including the Deluxe Travel Plan.

- Effective June 1, 2002 the maximum prescription dispensing fee covered will be \$9.00.
- The Liberty Health Extended Health Care Benefit Program will include a rider providing a benefit for the provision of vision care and hearing aids.
- The Liberty Health Extended Health Care Benefit Program rider which provides vision care and hearing aid benefit will provide a two hundred dollar vision care benefit every twenty-four (24) months, with a twelve (12) month prescription and loss or breakage replacement up to the maximum dollar amount, and a three hundred dollar (\$300.00) once in a lifetime hearing aid benefit. Effective June 1, 2002 the vision care provision will increase to \$235 every 24 months. Effective June 1, 2002 the hearing aid benefit will change to once in every five years.

Details and conditions of the Extended Health Care and the Deluxe Travel Plans are set out in the insurance contract and the benefit brochures.

Enrolment in the Liberty Health benefit plans will be the first of the month following month of hire unless date of hire is prior to the 15th of the month in which case coverage will include the month of hire.

- (b) The Employer agrees to contribute to the Ontario Municipal Employees Retirement System; enrolment in the Plan to be optional for employees taken on staff prior to May 1, 1964, and mandatory for employees employed after May 1, 1964, as established under the relevant municipal by-law.
- (c) The Employer agrees to pay 100% of the premium of the Group Life Insurance Plan for those employees who wish to participate. The amount of life insurance shall be \$40,000 for all employees. The Disability Waiver of premium benefit shall be provided to age 65. Effective June 1, 2002 the life insurance coverage will increase to \$50,000.
- (d) The Employer agrees to pay 80% of the premium cost of the Blue Cross No. 9 Dental Care Plan at constantly maintained current O.D.A. fee schedule benefits, and Dental Rider #3 (Orthodontic) on a 50/50 coinsurance basis with a \$2,000.00 lifetime maximum.
- (e) Every employee shall advise the Employer of his or her current marital and dependent status for the purposes of benefit entitlement and will thereafter be responsible to keep the Employer informed of changes in that status as such changes may arise.
- (f) It is understood and agreed by the Parties that the life insurance referred to in this Article requires a 90 day waiting period from the time of

commencing employment until the insurance is placed in force. No claim may be presented or allowed until after the expiration of this waiting period.

- (g) The Collective Agreement shall continue to refer to Liberty Health as the insurance carrier for those benefits for which it is already identified as the carrier, but the Corporation, with the agreement of the Union, would be free to obtain coverage from another carrier, provided such coverage, and level of service, was at least equal to that provided by Liberty Health.
- (h) Permanent active employees and new permanent employees upon completion of probationary period will receive an income indemnity insurance (short term disability) under which insurance an employee who is sick and unable to work will be paid 60% of gross pay at the time of disability. Benefits will commence following a 14 day waiting period or upon exhaustion of sick credits whichever is later and shall be paid for a maximum of 26 weeks. The Corporation will pay 100% of the premium and sick payment which will constitute the Employers obligation respecting the 5/12 portion of the UIC premium reduction rebate owing to employees. Effective June 1, 2002 Short Term Disability benefit will increase to 66 2/3% of gross pay at the time of disability.
- (i) For new retirees:

The employer will provide for and pay the premium for a Retirees Extended Health Care Plan including the Vision care and Deluxe Travel Plan in Article 10.1(a).
This benefit is available only to employees who retire after March 1, 1993 with a minimum of 20 years of service with the employer and who are at least 55 years old at the time of retirement. This Retirees Extended health Care benefit ceases when the retired employee attains age 65 years.
- (j) All permanent active employees and new permanent employees upon completion of the probationary period will receive a Long Term Disability Insurance Plan under which insurance an employee who is sick and unable to work will be paid 65% of gross pay at the time of disability. Benefits under the long term disability plan shall commence 196 days after the employee becomes disabled, or upon the exhaustion of sick credits together with any weekly indemnity benefits whichever is later. The benefit shall continue until the earlier of recovery, death, OMERS 90 factor eligibility or age 65. Further information in respect of this plan is set out in Schedule B of this agreement. The Corporation will pay 100% of the premium cost of the Long Term Disability insurance. Effective

June 1, 2002 the Long Term Disability Insurance Benefit will increase to 70% of gross pay at the time of disability with a monthly maximum of \$2500.

19.2 **Part – Time Employees Only**

(a) The employees covered by this Collective Agreement shall be paid twelve and one half per cent (12.5%) of their hourly rate for each hour worked, payable bi-weekly, in lieu of not receiving benefits payable to Full-time Service Employees, which benefits include - Sick Leave - Semi-Private Hospital Care - Extended Health Care - Dental Care - Life Insurance - and any other benefits not specifically mentioned in this Collective Agreement but set out in the Collective Agreement for Full-Time Service Employees. Effective May 12, 2002 the percentage in lieu of benefits will increase to 13%.

(b) Full-time employees who transfer to part-time status shall remain members of the Ontario Municipal Employees Retirement System. (OMERS)

Effective May 25, 1992, employer contributions towards OMERS plans for employees who qualify for, and participate in the pension plan shall not be deducted from pay in lieu of benefits under 19.2(a).

(c) Chiropractor's certificates supporting an employee's inability to attend work will be accepted by the Home management if recognized by competent authorities such as the Ontario Ministry of Health.

ARTICLE 20 - REPORTING PROCEDURES

20.0 Reporting procedures for each section will be established by the Home Administrator. It is the responsibility of the employee to notify his or her immediate Management Supervisor in respect to time off other than regular assigned days off, and in no case will time be paid for where the established reporting procedures are not followed or reason satisfactory to the Employer provided.

ARTICLE 21 - POSTING OF STAFF VACANCY

21.1 (a) It is mutually agreed that notices of vacancies relating to jobs within the scope of the respective Bargaining Unit, shall be posted (within 10 days) of the previous employee's notice of termination being submitted or immediately when a new position is created) on the Bulletin Board for a

period of ten (10) days. It is understood that Paid Holidays will not be included in the aforementioned time limits. Notice of vacancy shall include qualifications for the job and wages paid. The Employer shall notify the Union monthly of all appointments involving current Union members making application for posted vacancies within the scope of the respective Bargaining Unit.

- (b) Where vacancies are posted for positions within the Part-time Bargaining Unit and no applicants within the Part-time Bargaining Unit are considered to be suitable to fill such vacancies, consideration will be given to applications from employees in the Full-time Bargaining Unit to fill such vacancies prior to the consideration of persons not employed by the Home. Where the Home fills such vacancies from among applicants from the Full-time Bargaining Unit, the seniority of such applicants will be observed for such purposes provided the senior applicant possesses the necessary qualifications and ability to perform the work available.
- (c) Where vacancies are posted for positions within the Full-time unit, and no applications within the Full-time unit are considered to be suitable to fill such vacancies, consideration will be given to applications from employees of the Part-time unit to fill such vacancies prior to consideration of persons not employed by the Home. Where the Home fills such vacancies from among the applicants from the Part-time unit, the seniority of such applicants will be observed for such purposes provided the senior applicant possesses the necessary qualifications and ability to perform the work available.

21.2 Where employees transfer from the Full-time Bargaining Unit to the Part-time Bargaining Unit, without break in service, the following terms and conditions apply.

- (a) Seniority credits earned within the Full-time Unit shall be transferred to the Part-time Unit, and shall thereafter be expressed in hours calculated by multiplying the number of completed months of service in the Full-time Unit by 173, and adding to that number the hours actually worked in any remaining period of service.
- (b) Employees who transfer without changing classification shall not be subject to the trial period specified under Article 12.8, but progression through the salary range provided for the classification would be based on seniority as determined by part (a) of this Sub-Article.

Employees who transfer, and change classifications, shall be subject to the trial period and wage progressions provided in Schedule "A".

- (c) Vacation credits earned by the employee, and not used prior to transfer, shall be paid to the employee.
- (d) Paid holiday credits earned by the employee, and not used prior to transfer, shall be paid to the employee.
- (e) Employees who, at the time of transfer were employed in a Nursing Classification, will be paid any uniform allowance earned to the time of transfer.
- (f) Sick leave credits earned to the time of transfer shall be frozen.

While the employee remains in the Part-time Unit, such credits shall have no application.

If the employee returns to the Full-time Unit, such credits shall be restored.

If the employee terminates employment, or dies, entitlement to any sick leave gratuity or pay out shall be determined solely on the basis of service within the Full-time Unit. The foregoing applies regardless if the employee was a member of the Full-time or Part-time Unit at the time of termination or death. Entitlement shall be calculated based on earnings at the time of separation.

Under no circumstances is an employee entitled to any payment of sick leave credits for reason only that they transferred to the Part-time Bargaining Unit.

- (g) Full-time employees who transfer to part time status shall remain members of the Ontario Municipal Employees Retirement System.

- 21.3 (a) Part-time employees who become Full-time employees, regardless of job classification and without interruption of continuous service, shall receive seniority credit for their continuous Part-time service on a pro-rata basis to the nearest even full month. To calculate a seniority date for the Part-time employee, the number of working days (full shifts) worked in the same classification shall be totalled and divided by twenty, and taken to the higher total, if not an exact amount.

- (b) When such transfer takes place on any day during the year, other than April 1, the provisions of 17.1 (e)- vacation- of the Full-time agreement shall apply until March 31 next following in lieu of the fact that the Part-time employee has been compensated for vacation earned in his/her biweekly pay cheque pursuant to Article 17.2 of the Part-time agreement. Thereafter, the regular provisions of article 17.1 of the Full-time Agreement shall apply.
- (c) Similarly, when any such transfer takes place, all of the provisions of Articles 16.3 and 19.1 of the Full-time unit agreement shall come into effect for such employees on the first day of the month following such transfer and no retroactivity of benefits shall apply.
- (d) Notwithstanding the right of transfer of seniority, the trial period provisions shall continue to apply.
- (e) To calculate seniority days for a Full-time employee who becomes a Part-time employee without interruption of continuous service, two hundred and sixty one days will be given for each year of continuous service, plus twenty one days for each additional month, to the nearest full month.
- (f) A day (i.e., a full shift) is considered to be eight hours. Shifts of lesser duration would be considered to be a portion of a day, and would be cumulative.

ARTICLE 22 - FILLING OF TEMPORARY FULL-TIME POSITIONS – PART-TIME EMPLOYEES ONLY

22.0 Opportunities will be made available to Part-time employees to replace Full-time employees, when the latter are on long term temporary leaves of absence, such as maternity, parental, WSIB, education leave and are expected to return to their former position. In accordance with the following; such opportunities will be limited to twenty-six (26) weeks per Part-time employee per opportunity.

For the purpose of clarity, the only person to move to the bottom of the list will be the person who has accepted the opportunity.

New staff or staff transferring into the classification will be added to the bottom of the list.

- (a) On a monthly basis, notices will be placed on a notice board outlining the opportunities to replace Full-time employees who are on long term

absence, by job and in chronological order by start date of the opportunity.

- (b) Part-time employees currently working in the same job class as that posted may apply to be considered for the opportunity within 14 calendar days of the posting. Part-time employees who are currently on a Full-time assignment are ineligible to apply.
- (c) Such opportunities shall be offered on the basis of seniority, except that when a senior employee has accepted an opportunity, he or she will thereafter be placed at the bottom of a constantly maintained list. When more than one such opportunity is posted, the employee who is top-most on the constantly maintained list will be offered the first chronological opportunity, the second-most the second opportunity and so on.

ARTICLE 23 - UNIFORMS

- 23.0 It is understood and agreed that where employees, other than employees in nursing classifications, are required to wear uniforms, the Employer will supply such uniforms. The Employer will supply one pair of safety shoes to personnel designated by the Employer, and will replace such shoes as required.
- 23.1 Each employee then on staff in a full time capacity in a nursing classification, shall be paid twelve dollars for each full month of service for Full-time and \$.06 per hour for Part-time employees in such classification which the employee has worked.

ARTICLE 24 - MEDICAL EXAMINATION

- 24.0 (a) The Employer shall pay the cost of an employee's initial compulsory employment medical examination by a physician designated by the Employer.
 - (b) If the Employer has reasonable cause to be concerned about an employee's health, it may require the employee to undergo a medical examination by a physician of the Employer's choice at the Employer's expense.
- 24.1 Costs of a required annual medical examination will be either:

- (a) 75% paid by the Employer and 25% paid by the employee (if the employee chooses his own physician) to a maximum cost of \$50.00 paid by the employer.
- (b) Paid by the Employer (if medical by Employer's physician).

ARTICLE 25- TERMINATION OF EMPLOYMENT

25.0 The Employment Standards Act will apply to cases of dismissal, lay-off and termination of employees.

ARTICLE 26 – GENDER NEUTRALITY

26.0 Wherever the singular or masculine is used in this Agreement, it shall be construed as if the plural or feminine has been used, where the context so requires.

ARTICLE 27 - TRAINING AND EDUCATIONAL COURSES

27.0 Where the Employer requires an employee to attend a training program, the Employer shall pay the tuition cost of such program, and the time spent in attendance shall be considered time worked.

27.1 The Corporation will reimburse an employee one hundred percent (100%) of the tuition cost of a course of instruction taken by such employee to better qualify himself to perform his job, provided the approval of the Home Administrator is obtained prior to the commencement of such course and the employee successfully completes the course. Reimbursement will be made when the employee presents proof of successful completion.

27.2 Professional College of Nurses registration fees for RPN's will be paid 100% for Full- time and 50% for Part - time staff, effective January 1, 2001, with respect to fees for calendar year 2001 and subsequent years.

ARTICLE 28 - LETTERS OF REPRIMAND

28.0 All letters of reprimand will be removed from an employee's file after eighteen (18) months providing that there have been no similar infractions during that eighteen (18) month period.

ARTICLE 29- ADVICE TO THE EMPLOYER

29.0 Each Employee has a responsibility to provide to the Employer the address of the employee's personal residence and the number of the employee's telephone at such residence, and to immediately advise the employer of any change to either.

ARTICLE 30- PERSONNEL FILES

30.0 An employee shall, upon written request made a reasonable amount of time before viewing, have an opportunity to view his or her personnel file in the presence of the Director of Human Resources or designate. If so desired by the employee, he may be accompanied by a representative of the Bargaining Unit. The information which the employee may view will be:

- a) written application form
- b) written evaluations
- c) formal disciplinary letters
- d) performance appraisals.

ARTICLE 31- RETROACTIVE PAY

31.0 Any wage increases shall be effective as and from the dates specifically listed on a retroactive basis to all employees, covered by the collective agreement, for all paid hours of employment. Any new employees shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Home shall be responsible to contact, in writing, with a copy to the Union, at their last known address, employees who have left its employ, to advise them of their entitlement to any retroactive wage adjustment. Any employee who has terminated employment prior to the signing of this Agreement shall have a period of 60 days only from the date of the execution of the collective Agreement in which to claim from the Home any adjustment to remuneration. The retroactive payments shall be made to all employees so entitled within 60 days.

ARTICLE 32 - MILEAGE ALLOWANCE

32.0 When a member of the Bargaining Unit is required to use his/her car for the Employer's business, (s)he shall be paid in accordance with the prevailing City of London policies concerning mileage reimbursement.

- 32.1 Should the mileage allowance spelled out in paragraph (a) of this Article be increased in accordance with the City of London Policies, then it will apply to the employees at Dearness Home.

ARTICLE 33 - TERM OF AGREEMENT

- 33.0 This Agreement shall be for a three (3) year term, commencing on the 1st day of July, 2001 and ending on the 30th day of June, 2004 and thereafter in each succeeding year, subject to changes and amendments agreed to by both Parties in writing.
- 33.1 Either party to this Agreement may, within the period of ninety (90) days before the termination of the Agreement, give notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modifications, of this Agreement. Within such period as the Parties agree upon following the giving of such notice, they shall bargain in good faith and make every reasonable effort to arrive at a Collective Agreement.

IN WITNESS OF the Parties have executed this Agreement as of the 28 day of JANUARY 2003

FOR THE CORPORATION OF THE CITY OF LONDON:

AM DeCicco
Mayor **Anne Marie DeCicco, Mayor**

Linda Rowe
City Clerk **Linda Rowe,
Manager of Legislative Services**

**FOR THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION and
GENERAL WORKERS UNION OF CANADA (CAW – CANADA), LOCAL 302**


Redman

Davey McMurphy

Pat Howard

Will Long

DeRoerik

LEGAL SERVICES DEPARTMENT	
CITY OF LONDON	
DATE: <u>Jan 23, 2003</u>	
APPROVED AS TO FORM ONLY	

SCHEDULE "A"
FULL-TIME AND PART-TIME SERVICE WORKERS' WAGES

POSITION	EFFECTIVE DATE	START	1040 HRS 1 YEAR	2080 HRS 2 YEARS
R.P.N. (DS011)	July 1/01	18.89	19.12	19.89
	July 1/02	19.36	19.60	20.39
	July 1/03	19.84	20.09	20.90
Activities Co-ordinator (DS151)	July 1/01	18.84	19.07	19.83
	July 1/02	19.31	19.55	20.33
	July 1/03	19.79	20.04	20.84
Resident Assistant (DS141)	July 1/01	15.83	15.99	16.55
	July 1/02	16.23	16.39	16.96
	July 1/03	16.64	16.80	17.38
Dietary Aide (DS041) Laundry Aide (DS042)	July 1/01	15.42	15.63	16.15
	July 1/02	15.81	16.02	16.55
	July 1/03	16.21	16.42	16.96
Cafeteria Food Service General (DS043)	July 1/01	12.97		13.50
	July 1/02	13.29		13.84
	July 1/03	13.62		14.19
Kitchen Help (DS052) Housekeeping Aide (DS051)	July 1/01	15.46	15.64	16.15
	July 1/02	15.85	16.03	16.55
	July 1/03	16.25	16.43	16.96
Cooks (DS061)	July 1/01	17.26	17.43	18.03
	July 1/02	17.69	17.87	18.48
	July 1/03	18.13	18.32	18.94
Health Care Attendant (DS031)	July 1/01	15.62	15.82	16.56
	July 1/02	16.01	16.22	16.97
	July 1/03	16.41	16.63	17.39
Groundskeeper (DS091) (Seasonal)	July 1/01	15.83	15.99	16.71
	July 1/02	16.23	16.39	17.13
	July 1/03	16.64	16.80	17.56
Laundry Person (DS081)	July 1/01	15.74	15.91	16.52
	July 1/02	16.13	16.31	16.93
	July 1/03	16.53	16.72	17.35
Maintenance Person (DS101)	July 1/01	17.12	17.34	18.03
	July 1/02	17.55	17.77	18.48
	July 1/03	17.99	18.21	18.94
Carpenter (DS111)	July 1/01	18.58	18.77	19.49
	July 1/02	19.04	19.24	19.98
	July 1/03	19.52	19.72	20.48
Electrician (DS121)	July 1/01	19.27	19.50	20.20
	July 1/02	19.75	19.99	20.71
	July 1/03	20.24	20.49	21.23
Engineer IV (DS131) Groundskeeper (DS132)	July 1/01	18.60		19.42
	July 1/02	19.07		19.91
	July 1/03	19.55		20.41

SCHEDULE "B"
LONG TERM DISABILITY DETAILS

ELIGIBILITY	All full time active employees. New employees upon completion of probation.
COMPULSORY BENEFIT	Yes
WAITING PERIOD	Minimum of 196 calendar days but not before exhaustion of sick leave and weekly indemnity benefits.
BENEFIT LEVEL	70% of salary at the time of disability. (Effective June 1, 2002)
MAXIMUM BENEFIT	\$2500 per month (Effective June 1,2002)
BENEFIT DURATION	The earlier of recovery, death, OMERS, 90 factor or age 65.
OFFSETS	Employee Canada Pension Benefit (not dependant) and Workplace Safety and Insurance if 65% benefit level. If 85% - all income sources participated in by the employer and employee, eg. OMERS disability, Canada Pension disability benefit and Workplace Safety and Insurance benefits if applicable.
PRE- EXISTING CONDITIONS	This clause is waived.
OWN OCCUPATION	2 years own occupation. Beyond that, any occupation. Also provides for a two year rehabilitation period with a 50% benefit level.
NERVOUS AND MENTAL RESTRICTIONS	Must be under the care of a psychiatrist~ if not, benefit could be reduced to a 50% level.
WAIVER OF PREMIUM	No premium is payable if eligible for benefit.
UNDERWRITING METHOD	Fully pooled as opposed to experience rating.
PREMIUM SHARING	100% paid by the employer.
IMPLEMENTATION DATE	January 1, 1998 with revisions June 1, 2002.

LETTERS OF UNDERSTANDING

- Joint Health and Safety Committee Issue
- Resident to Staff Aggressive and/or Threatening Behaviour
- Format of Collective Agreement

All letters of understanding listed append to and become part of the Collective Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(DEARNESS SERVICES)**

- and -

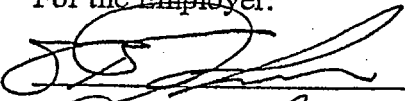
**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA, LOCAL 302
FULL-TIME AND PART-TIME SERVICE UNITS
(C.A.W. - CANADA)**

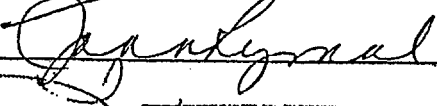
Re: Joint Health and Safety Committee Issue

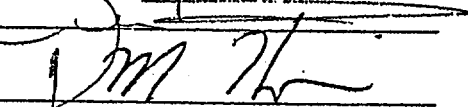
The Employer and Union will work together through the Joint Health and Safety Committee to develop appropriate measures relating to the safety of employees working alone, which may include communication device systems or other remedies.

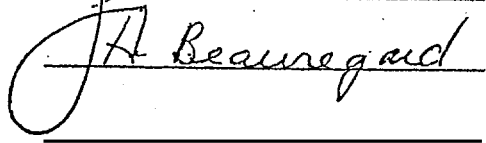
The above articles have been agreed to on MARCH 04/02.

For the Employer:

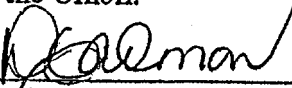


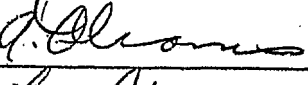





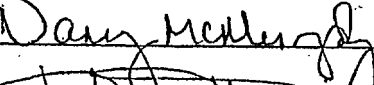


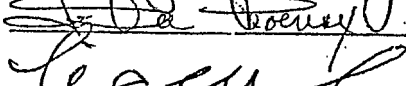
For the Union:

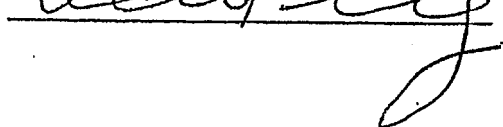












LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(DEARNESS SERVICES)**

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA, LOCAL 302
FULL-TIME AND PART-TIME SERVICE UNITS
(C.A.W. - CANADA)**

**Letter of Understanding – Resident to Staff Aggressive and/or Threatening
Behaviour**

The parties agree that during the lifetime of the collective agreement, the Administrator will develop and implement policies and practices based on the recommendations of the joint working group that has been established to address these issues.

These issues were agreed to on March 7, 2002.

For the Employer:

H. Beaurogard
[Signature]
[Signature]
[Signature]
JMT

For the Union:

[Signature]
Darryl McKinley
Pat Howard
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

**THE CORPORATION OF THE CITY OF LONDON
(DEARNESS SERVICES)**

- and -

**NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA, LOCAL 302
FULL-TIME AND PART-TIME SERVICE UNITS
(C.A.W. - CANADA)**

Re: Format of the Collective Agreement

In order to provide for better administration of the Collective Agreement and to facilitate future negotiations concerning the renewal of the Agreements, the Parties have agreed to publish combined **part time and full time** Collective Agreements,

The Parties under recognize that this format is being utilized as a convenience only, **and** in no way changes the pre-existing rights of either Party under the separate Collective Agreements. The change in format per se will not be relied on by either Party, in the event of future grievances or arbitration, in interpreting the provisions of the Collective Agreement.

Dated this 22 day of Feb, 2002.

**FOR THE CORPORATION OF
THE CITY OF LONDON**

FOR C.A.W - CANADA.

H. Beauregard
J. M. P.
[Signature]

[Signature]
[Signature]
Anna Almont
Pat Almont