



**COLLECTIVE AGREEMENT**

**- BETWEEN -**

**THE MUNICIPALITY OF CHATHAM-KENT**

**("the Employer")**

**- and -**

**SERVICE EMPLOYEES' INTERNATIONAL UNION  
LOCAL 210**

**("the Union")**

**EXPIRY DATE**

**DECEMBER 31, 2002**



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## **ARTICLE 1 – PURPOSE**

- 1.01 This Agreement is undertaken to establish mutually satisfactory relations between the Employer and its Employees, to secure prompt and equitable disposition of grievances and to maintain mutually satisfactory hours, wages and working terms and conditions for the Employees covered by this Collective Agreement.
- 1.02 It is recognized that the Corporation provides service for the safety, health, comfort and general welfare of the residents. Therefore, the employees must be prepared at all hours of the day and night to assist in providing the many services.
- 1.03 The services to the residents being mutual to both the Corporation and the Union necessitates that any differences of opinion of the interpretation of the terms of this agreement will be settled in an amicable manner.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees of the Municipality of Chatham-Kent employed at the Thamesview Lodge and Victoria Residence ("The Homes"), save and except supervisors and persons above the rank of supervisor, office and clerical staff, registered nurses engaged in a nursing capacity, pastoral care co-ordinator, students employed during the school vacation period, persons utilized under government job creation or subsidized programs, graduate pharmacists, graduate dieticians, and undergraduate dieticians.

### **Clarity Note:**

For purposes of clarity, the parties agree that the position of volunteer care co-ordinator *is* excluded *from* the bargaining unit *as* supervisory.

- 2.02 The Employer agrees that it will not enter into any other agreement or contract with employees represented by the Union either individually or collectively which conflicts with the terms of this agreement.
- 2.03 Supervisors or persons above the rank of supervisor shall not perform duties normally performed by Employees in the bargaining unit, except in the case of an emergency or for the purpose of instructing Employees, or where it would be appropriate for a supervisor or persons above the rank of supervisor to respond to requests of students.

- 2.04 The Employer will not utilize any person who is required to work at the Homes as a condition of receiving employment assistance through programs under the Ontario Works Act without the written agreement of the Union.
- 2.05 No permanent Employee will be laid off as a direct result of the utilization of persons under a government job creation or subsidized programs. The Employer will notify the Union when such persons are to be used.

**ARTICLE 3 -- UNION MEMBERSHIP AND DUES CHECK-OFF**

- 3.01 The Employer shall deduct from all Employees in the bargaining unit, from the second pay each calendar month, the monthly dues and in the case of Union members, the initiation fees and welfare contributions levied by the Union in accordance with its Constitution and By-laws, and it shall be a condition of remaining in the employment of the Employer, that each such Employee authorize the Employer to make such deductions. The Employer further agrees to remit the amount so deducted to the Union by the fifteenth (15<sup>th</sup>) day of the following month.
- 3.02 Present Employees who are members of the Union and new Employees who subsequently become members of the Union shall maintain such membership in good standing as a condition of their continued employment with the Employer.
- 3.03 The remittance referred to in Article 3.01 shall be accompanied by a record of those employees from whose pay deductions have been made and shall include the names of Employees from whom deductions were not made because of absence for injury or illness or because employment has been terminated.
- 3.04 Providing the Union certifies, prior to the beginning of the calendar year, that one hundred percent (100%) of the Union dues are deductible for income tax purposes, the Municipality of Chatham-Kent agrees to list the amount of union dues deducted from each Employee on the Employee's annual T-4 slip.
- 3.05 In consideration of the deduction and forwarding of Union dues by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim of liability arising out of or resulting from the operation of this Article.

- 3.06 During the term of this Agreement the Employer agrees to furnish the Union every three (3) months with a written list of all new Employees within the bargaining unit hired within the 3-month period. Such list shall also include date of hiring, classification and when applicable, the date of termination of employment. It is agreed that upon commencement of employment, new employees shall be advised by a representative of the Employer of the existence of the Union, and of the conditions surrounding their employment.
- 3.07 The Employer agrees that a representative of the Union shall have the right to meet with new Employees as a group during orientation for the purpose of ascertaining whether the Employees wish to become members of the Union, and further agrees to designate the time and place for such meeting, on the Employer's premises. The meeting shall not exceed ten minutes in duration.

#### **ARTICLE 4 – DISCRIMINATION**

- 4.01 There shall be no discrimination, interference, restraint, intimidation or coercion by or on behalf of the Employer or the Union regarding any Employee because of membership or non-membership in the Union, or activity or lack of activity in the Union.
- 4.02 The parties agree that in accordance with the provisions of the Ontario Human Rights Code there shall be no discrimination against any employee by the Union or the Employer because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

#### **ARTICLE 5 - SENIORITY**

- 5.01 All new Employees shall be considered probationary Employees until they have worked 450 hours. After completion of the probationary period, such Employees shall be considered permanent Employees of the Employer and, in the case of full-time employees, their names shall appear on the seniority list as of the date of hire, provided that the date of hire of an Employee after four hundred and fifty (450) hours of intermittent work shall be the date twelve (12) full calendar weeks prior to the date upon which the probationary period was completed.

- 5.02 (a) Seniority for full-time employees shall be defined as length of continuous service with the homes from the date of full-time hiring, subject to Article 5.07. Full-time employees as of the date of ratification of this agreement will have the seniority date assigned to them on the seniority list approved by the parties.
- (b) Seniority for part-time employees shall be based on the total actual hours worked with the Homes. Subject to the maximum outlined in Article 5.06 (e), a part-time Employee on pregnancy or parental leave or in receipt of Workplace Safety and Insurance benefits shall continue to accumulate seniority based on the average hours worked (not to exceed a maximum of twenty-four **(24) hours** per week) in the four **(4) weeks immediately** preceding the injury.
- 5.03 (a) (i) Seniority lists of all employees within the bargaining unit shall be prepared every six **(6)** months, namely on the **fifteenth (15th)** day of March and September in each year, by the Employer, and shall be accessible to the members of the Union. Copies of the said seniority list shall be mailed to the Union office on such dates or soon thereafter. The Chief Steward shall be entitled to a copy of such list. The lists shall include the seniority standing, job classification and actual rate of wages.
- (ii) Any complaint relating to the information referred to in this provision shall be deemed to have come to the attention of each employee no later than thirty (30) days from the time that the list is posted.
- (b) Any controversy over an Employee's seniority shall be subject to the grievance procedure herein provided.
- 5.04 (a) For the purposes of lay-off and recall from lay-off, preferences shall be given to Employees with the greatest seniority, providing such Employees have the **skill**, ability and qualifications at the time, including any legal prerequisites, to perform the work. It is understood, however, that probationary Employees shall be laid off first.
- (b) Part-time Employees, who hold temporary positions at the time of a lay off, shall revert back to the position held prior to commencing work in the temporary position.
- (c) In the event of a proposed layoff of a permanent or long term nature, the Municipality of Chatham-Kent will provide the union with at least ninety (90) day notice. This notice is not in addition to required notice for individual employees. The Municipality agrees to meet with the Union upon request pursuant Article 23.01 to review the following:
- (i) Reason for the layoff, and

- (ii) Method of implementing the layoff including areas and names of employees affected.
- (d) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employees as follows:
- if his/her service is eight (8) years or more but less than nine (9) years notice – 8 weeks notice
  - if his/her service is nine (9) years or more but less than ten (10) years notice – 9 weeks notice
  - if his/her service is ten (10) years or more but less than eleven (11) years notice – 10 weeks notice
  - if his/her service is eleven (11) years or more but less than twelve (12) years notice – 11 weeks notice
  - if his/her service is twelve (12) years or more – 12 weeks notice
- (e) In the case of layoff of full-time employees, benefits will be continued for one (1) month following the month in which the layoff takes place.
- 5.05 Subject to the provisions of this Collective Agreement, the Employee shall lose all seniority and shall be deemed to have quit if:
- (a) The Employee quits;
  - (b) The Employee is discharged for just cause and not reinstated pursuant to the provisions of the grievance procedure herein defined;
  - (c) Once he/she has been laid off for a period of time which is equivalent to his/her accumulated length of service from the date of his/her last hire to the date of the lay-off or twenty-four (24) months which ever is shorter;
  - (d) When notified by the Employer to return to work after a lay-off, the Employee fails to report for duty within seven (7) days of original notification by registered mail at the last known address as appearing on the Employer's records;
  - (e) Subject to the provisions of the Ontario Human Rights Code, an absence of eighteen (18) consecutive months, if employed less

than one (1) year, or an absence from work for twenty-four (24) consecutive months, if employed more than one year, unless the employee can provide evidence that he/she will be able to return to work within a reasonable time period beyond such period.

- (f) The Employee is absent from work without permission for three (3) consecutive working days unless an explanation satisfactory to the Employer is given by the employee. The Employer will not administer this clause arbitrarily, discriminatorily, or in bad faith;
- (g) The Employee fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Employer is given. The Employer will not administer the clause arbitrarily, discriminatorily or in bad faith;
- (h) The Employee utilizes a leave of absence for purposes other than those for which the leave of absence was granted. The Employer will not administer this clause arbitrarily, discriminatorily or in bad faith.
- (i) The Employee retires or reaches age 65.

- 5.06 Employees in the bargaining unit who are promoted or transferred outside the bargaining unit, may be returned to the said unit with full, accumulated seniority, provided the return is within twelve (12) months.
- 5.07 A part-time employee who permanently transfers to a full-time position shall transfer with him/her the total number of part-time hours worked at the Homes since the last date of hire for purposes of his/her seniority. To establish a seniority date for such person, one year's seniority will be based on 1900 hours actually worked in a part-time capacity.
- 5.08 A full-time employee who has completed the probationary period as defined in Article 5.01 and who permanently transfers to a part-time position will be credited with his/her total accumulated seniority on the part-time seniority list. For such purposes, one year's seniority will be equivalent to 1900 hours actually worked. Re-application to a full-time position will not be allowed until such employee has worked at least 950 hours as a part-time employee.

#### **ARTICLE 6 - CONTRACTING OUT**

- 6.01 The Employer shall retain the right to contract out work. However, the Employer shall not contract out work that would directly result in the lay-off of any employee during the life of the collective agreement.



ARTICLE 7 – NEGOTIATING COMMITTEE AND STEWARDS

- 7.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Stewards Committee consisting of seven (7) Stewards, one (1) Chief Steward and one (1) Alternate Chief Steward to assist employees on all shifts in presenting their grievances to the Employer or its representatives. Each member of the Steward's Committee shall be an Employee with at least one year's seniority. The Chief Steward and the Alternate Chief Steward shall be from separate facilities.
- 7.02 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of three (3) Stewards from the Steward's Committee, plus the Chief Steward, the Alternate Chief Steward, and a Union representative, and will recognize and deal with the said Committee with respect to any matter which properly arises for its consideration.
- 7.03 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and that such persons will not leave their regular duties without permission of their immediate Supervisor. Permission from the Supervisor shall not be unreasonably withheld. Such Steward shall receive his/her basic rate of pay for time lost during his/her regularly scheduled working hours for handling grievances. Employee members of the negotiating committee will be paid for time spent in negotiating directly with the Employer up to and including conciliation/mediation, at the regular rate of pay up to a maximum of 7.5 hours per day. Full-time employees not scheduled to work shall be give an alternate day off without pay.
- 7.04 Subject to operational or scheduling requirements, the Employer will endeavour to schedule the Chief Steward and Alternate Chief Steward on the day shift only, Monday to Friday.
- 7.05 The Union will inform the Employer in writing of the names of Stewards, Chief Steward and Alternate Chief Steward and of any changes in the names of Stewards, Chief Steward and Alternate Chief Steward.
- 7.06 The Chief Steward and the Alternate Chief Steward shall receive 4 hours per week of paid time at a time designated by the Departmental supervisor to conduct Union Business and such paid time shall not be over and above the normal work week of the Chief Steward or Alternate Chief Steward.

- 7.07 If the Homes are physically amalgamated into one site, the Alternate Chief Steward position shall be eliminated. The Steward's Committee shall then consist of a Chief Steward and eight (8) Stewards and the Negotiating Committee shall consist of the Chief Steward, four (4) Stewards from the Steward's Committee and a Union Representative.
- 7.08 If the Homes are physically amalgamated into one site, the Employer shall provide the Union access to private office space and a phone for the Union to use as required to conduct Union business. Current arrangements will apply until such time.

### **ARTICLE 8 - LEAVE OF ABSENCE**

8.01 (a) Personal Leave

Leave of absence without pay may be granted by the Employer and any person who is absent with such permission shall not lose any of his/her seniority rights during such absence. The employer will exercise its discretion in a reasonable manner. Requests for leave of absence shall be made in writing two weeks in advance of commencement and shall specify the reason. This provision for advance notice may be waived and any leave of absence already granted may be cancelled in cases of emergency.

(b) Union Leave

The Employers shall grant a leave of absence without pay to no more than four (4) employees at one time to attend Union conventions or seminars, provided the request is made in writing two (2) weeks in advance. Such absence shall not be longer than a three (3) week period and will not be requested on more than three (3) occasions per calendar year.

(c) Any employee who is elected or selected for a full-time position with the union or who is elected to public office shall be granted a leave of absence without pay and without loss of seniority for a period of up to three (3) years.

(d) After two weeks absence on leave, fringe benefits shall cease for the balance of the leave of absence, except that the Employer shall continue to administer the programmes as provided for in Article 17 to maintain coverage for any Employee on such leave of absence provided such Employees agree to pay to the Employer the premiums required for coverage by the fifteenth (15th) of the month in which they fall due. In the case of leave granted in accordance with Article 8.01(b), the time period referred to in this Article will be three (3) weeks.

8.02 Pregnancy and Parental Leave

- a) Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.
- b) Pregnancy Leave
- i) An Employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act, and may begin no earlier than 17 weeks before the expected birth date.
- The Employee shall give the Employer two (2) weeks notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- ii) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- iii) The Employee shall give at least two (2) weeks notice of her intention to return to work. The Employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- Additional leave of absence may be taken under Article 8.02 (j): Parental Leave.
- iv) Notwithstanding Article (b) (ii) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance benefit.
- Effective on ratification, an employee on maternity leave who is in receipt of Employment Insurance maternity leave benefits shall be paid a supplemental insurance benefit.
- That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly employment insurance benefits. In any week, the total amount of the SUB payments and the weekly rate of E.I. benefits will not exceed the seventy-five percent (75%) of the employee's normal weekly earnings.

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

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

Such payment shall commence after the two (2) week Employment Insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

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

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

- c) An Employee who does not apply for leave of absence under Article (b), (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 8.02 (b) (ii) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- d) During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act if the Employee elects, in writing, to continue her share of the premiums.
- e) If a full-time Employee returns to work at the expiry of the normal maternity or adoption leave, and the Employee's former permanent position still exists, the Employee will be returned to her former job, former shift if designated.  
  
All Employees who fill vacancies as a result of the above absence shall likewise be returned to their former permanent position.
- f) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established

seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of Article (e).

- g) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- h) Credits for service for the purpose of salary increments, vacations or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- i) Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under subsection (j) of this provision. The Employee shall give the Employer, at least two (2) weeks notice, in writing, that she/he intends to take parental leave.
- j) Parental Leave
  - i) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
  - ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of a child and who intends to treat the child as his or her own.
  - iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, care and control of the parent. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to eighteen (18) weeks in duration and shall, in all cases, be completed within fifty-three weeks of the date the child is born or comes into the custody, care and control of a parent for the first time.
  - iv) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.
  - v) **For the purposes of parental leave under Article 8.02 (j) Parental Leave, the provisions under (a), (d), (e), (f), (g), (h) and (i) shall also apply.**

### 8.03 Bereavement Leave

- (a) An Employee will, upon request, be granted a paid leave of absence of up to three (3) working days immediately following the death of the employee's:
- spouse
  - child
  - stepchild
  - brother
  - mother
  - father
  - grandparent
  - parent of the Employee's current spouse.
  - stepmother
  - stepfather
  - grandchild
  - sister

In the case of part-time Employees, the time off with pay shall only be those hours during such three (3) day period that the Employee in question would normally have been scheduled to work.

- (b) An Employee shall be entitled to time off with pay, not to exceed one (1) day, necessary to attend the funeral of the current spouse of the Employee's brother or sister or the brother, sister or grandparents of the Employee's current spouse, or to attend a funeral service as a pallbearer, providing the Employee is scheduled to work on the day of the funeral.
- (c) An Employee will, upon request, be granted a paid leave of absence of up to two (2) days within a period of three (3) working days immediately following the death of the current spouse of the Employee's son or daughter. In the case of part-time Employees, the time off with pay shall only be those hours during such two-day period that the Employee in question would normally have been scheduled to work.

### 8.04 Jury Duty

If an Employee is required to serve as a juror or subpoenaed as a witness in any court in Ontario, the Employer agrees to pay to the Employee the difference between the money received for acting as a juror or a subpoenaed witness in any court in Ontario, to be evidenced by production of Court payment, and the pay, at the Employee's basic rate (plus shift premium, if applicable) which the Employee would have received if he/she had **not** been required to serve as a juror or a subpoenaed witness in any court in Ontario and had worked his/her normal shift; provided that this clause shall not be construed as to permit any Employee to recover the equivalent of overtime pay.

- 8.05 Where an employee utilizes a leave of absence for a purpose other than the purpose for which it was granted or where an employee engages in other employment or self-employment while on an approved leave of absence, the employee shall be deemed to have resigned from his/her employment with the Employer.

#### **ARTICLE 9 – JOBPOSTINGS**

9.01 Definitions

- (a) A job posting is the process for filling a vacancy in a particular classification and with a particular status (i.e. full-time or part-time).
- (b) An opportunity for re-assignment is a process for filling a particular full-time work assignment from within a classification of full-time employees.

9.02 Job Postings

- (a) Employees within the bargaining unit shall be entitled to apply for any job posting. Employees already having the classification and the status of the job being posted need not apply. The position shall be filled from applications received on the basis of seniority, ability and qualifications to perform the work. Following the closing of each job posting, the Chief Steward shall be supplied with a list of the applicants for that posting. Each applicant and the Chief Steward shall be informed of the Employer's decision on or before the first shift that each works following the date of the decision.
- (b) Job vacancies will be posted for a period of ten working days, excluding Saturdays, Sundays and holidays.
- (c) When a job is filled by an employee from within the classification who is only changing status, they will be given a trial period of three (3) days of actual work. If they wish to return to their previous status, they must inform administration by the end of the day of their third shift.
- (d) When an employee from outside of the classification fills a job, **he/she** will be given a trial period of thirty (30) days of actual work and all seniority privileges shall transfer with **him/her**. If the employee proves unsuitable for the position, or if the employee chooses not to remain in the position, **he/she** will be returned to **his/her** previous position with all rights and privileges of that previous position. In either event, notification must be given by the end of the thirtieth day on which the employee was scheduled to work.

- (e) For the Health Care Aide position, educational qualifications shall be certification as a Personal Support Worker, Health Care Aide or Developmental Service Worker. Those employees classified as Health Care Aides must possess certification as a Health Care Aide, Personal Support Worker or Developmental Service Worker by December 31, 2002. Failing such certification, the employee shall be deemed to have resigned his/her employment. The Employer shall pay the cost of tuition and required texts upon enrolment in the Personal Support Worker Certification Program. Should the Employee fail to successfully complete the program or if the Employee ceases employment for any reason prior to completion of the program, the Employee will reimburse all monies provided to the Employee through payroll deduction to the extent necessary.
  - (f) To be eligible to apply for a job posting for the Cook's position, an employee must possess a Labour Certificate of Qualification for Cook (LCQC).
  - (g) If none of the present employees applying have the necessary qualifications to perform the vacant job satisfactorily, the Corporation may then fill the job at its discretion.
- 9.03 Subject to the trial periods in Article 9.02 (c) or (d) referred to above, if a full-time employee posts to a part-time position, that employee may not return to a full-time position until the employee has worked the minimum part-time hours referred to in Article 5.08.
- 9.04 The successful applicant for the job posting shall be notified in writing with a copy to the Chief Steward.
- 9.05 Opportunities for Transfer (Re-Assignment)
- (a) When a job assignment becomes available, a notice of "Opportunity to Transfer" will be posted for a period of five (5) working days, excluding Saturdays, Sundays and holidays.
  - (b) Employees within the classification having the same status will be eligible to request re-assignment when an "Opportunity for Transfer" has been posted. The job assignment will be offered to the employee with the most seniority. When no request is received, the job assignment will be awarded to the lowest seniority employee not having a job assignment.
  - (c) An Employee who has been reassigned shall be permitted three (3), worked shifts during which time he/she may elect to return to his/her prior assignment.



9.06 Temporary Full-Time Positions (TFP)

- (a) When the Employer determines it is necessary to fill a temporary vacancy, which in the opinion of the Employer has an expected duration of nine (9) or more shifts and less than six (6) weeks, such vacancy shall be filled on a two (2) week rotating basis starting with the most senior part-time employee in the classification. Any employee who refuses to accept a two (2) week position, or part thereof, shall be passed over and shall not be eligible until his/her name comes up again on the list.
- (b)
  - (i) When, in the opinion of the employer, a full-time position is to be vacant for more than six (6) weeks, this position will be posted for a period of five (5) calendar days excluding Saturdays, Sundays and holidays.
  - (ii) The position will be granted to the part-time applicant, with the most seniority, within the classification. If no one within the classification applies, the position may be offered to qualified part-time employees outside of the classification and will be awarded on the basis of seniority, ability and qualifications to perform the work. If no qualified part-time employee within the bargaining unit applies, the Employer will apply the provisions of 9.06 a). If at any time the 9.06 a) process does not work, the Employer may fill the position as they deem most appropriate after consultation with the Union.
  - (iii) An Employee accepting a TFP may not return to his/her regular position and shall not bid on any further temporary positions while he/she is filling the temporary vacancy. Such Employee will be governed by hours of work and scheduling as if they were full-time and will be paid at the job rate of the classification but shall continue to be considered a part-time employee for all other purposes.

9.07 General

Notwithstanding the provisions of other articles contained within this agreement, an employee who can no longer perform the regular duties of his/her job because of occupational injury, may be placed in any available position for which he/she is considered competent by the Corporation providing such placement does not displace any full-time employee.

ARTICLE 10 - MANAGEMENT RIGHTS

- 10.01 The Union agrees that the Corporation has the right to manage its affairs, to direct its forces and to hire, promote, transfer, demote, classify, layoff, suspend and discipline employees or discharge for just cause. The Corporation agrees that these rights shall be executed in a manner consistent with the provisions of this agreement, and subject to the right of the employee to lodge a grievance as set out herein.

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 A "grievance" means a difference arising from the interpretation, application or alleged violation of any terms of this agreement. Should a grievance arise between the Employer and the Union or its members the matter shall be handled as a grievance under the following procedure. It is agreed that it is important that differences are brought forward quickly and that sincere efforts are made to resolve them without undue delay and that both parties shall endeavour to settle the dispute at Step I of the following procedure.

**Step I**

- 11.02 An employee wishing to initiate a grievance must first take up his/her complaint with his/her immediate supervisor or designate as soon as possible, and in any event within five (5) working days of the alleged violation, and attempt to resolve the complaint informally. The Employee, if he/she so desires, may have the assistance of a Steward at the time he/she presents his/her complaint to the immediate supervisor or his/her designate. The immediate supervisor or designate will reply to the complaint verbally within a further five (5) working days. An employee does not have a grievance unless and until the employee has discussed his/her complaint with his/her immediate supervisor or designate in accordance with this article.

**Step II**

- 11.03 If the complaint is not settled informally, it shall be reduced to writing within five (5) working days of the supervisor's verbal reply, in duplicate, specifying the nature of the alleged violation or difference, the article(s) of the Collective Agreement which are alleged to have been violated, the nature of the remedy sought, signed by the grievor and submitted to the On Site Administrator/Designate for consideration. The On Site Administrator/Designate shall meet, within five (5) working days after receiving the grievance, with a Steward and employee concerned. Following such meeting, the On Site Administrator/Designate shall respond to the grievance in writing within an additional five (5) working days following the meeting.

### Step III

- 11.04 If the grievance is not satisfactorily resolved at Step II, it shall be submitted within five (5) working days of the reply at Step II for consideration by the Commissioner of Health and Social Services and the Director of Human Resources. The Commissioner of Health and Social Services and the Director of Human Resources or their designates shall meet within five (5) working days after receiving the grievance, with the Union Business Agent and employee concerned. The Employer and the Union may each have two additional representatives at such meeting. Following such meeting, the Commissioner of Health and Social Services or his/her designate shall respond to the grievance in writing within an additional five (5) working days following the meeting.
- 11.05 If the grievance is not satisfactorily resolved at Step III, or if a decision at Step III is not received within the specified time, the grievance may be referred to arbitration in accordance with Article 12 within ten (10) working days of the receipt of the Reply at Step III or ten (10) working days from the date upon which the decision should have been rendered.
- 11.06 It is agreed that the time limits and all of the requirements of the grievance procedure in this Article and in Article 12 - Arbitration are to be considered mandatory. In the event of failure to act within the time limits, or to follow the required procedure of the grievance procedure or arbitration procedure, the grievance shall be deemed to have been abandoned. Any time limit or procedure in this Collective Agreement may be extended or abridged by the mutual agreement of the parties in writing.
- 11.07 Where no reply is given to a complaint or a grievance under the grievance procedure within the time limits specified, the grievor, the Union or the Employer, as the case may be, shall be entitled to submit the complaint or the grievance to the next step in the grievance procedure.

### Group Grievance

- 11.08 Where an issue relating to the interpretation application or alleged violation of the collective agreement directly affects more than one (1) employee such that they each would be entitled to file a grievance, the employees may file a group grievance signed by each of the employees claiming to be affected. A group grievance shall be filed at Step II of the grievance procedure within five (5) working days of the occurrence of the circumstances giving rise to the grievance.

## Policy Grievance

- 11.09 Any complaint or grievance arising directly between the Corporation and the Union shall be originated under Step II as soon as possible, and in any event within five (5) working days of the alleged violation, and the other requirements of Step II and Article 11 and 12 shall apply. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall thereby not be by-passed.
- 11.10 A grieving employee and a Steward shall be allowed reasonable time away from work to attend grievance meetings with the Employer as provided for in the Grievance Procedure and scheduled at a mutually convenient time, subject, however, to the requirements of operations. The grieving employee and/or Steward shall receive his/her basic rate of pay for time lost during his/her regularly scheduled working hours for attending such meetings.
- 11.11 For the purposes of Article 11 and 12, working days shall not include Saturdays, Sundays and holidays as prescribed by Article 20.01 of the Collective Agreement.

## **ARTICLE 12 - ARBITRATION**

- 12.01 The parties agree that any grievance concerning the interpretation or claimed violation of this agreement, which has been properly carried through all of the steps of the grievance procedure outlined in Article 11 above and which has not been settled may be referred to arbitration. The referral to arbitration shall be made within ten (10) working days of receipt of the reply at Step III or ten (10) working days from the date upon which the decision should have been rendered.
- 12.02 The referral to arbitration shall be to a Board of Arbitration, unless the parties mutually agree in writing to arbitration by a sole arbitrator. The following procedure for the Board of Arbitration shall be as follows:
- (a) The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chairman chosen by the other two members of the Board;
  - (b) Within seven (7) calendar days of the request by either party for a Board, each party shall notify the other in writing of the name of its appointee;

- (c) Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within ten (10) calendar days of the notification mentioned in 12.02 (b) above, the Minister of Labour of the Province of Ontario may be asked to nominate a person to act as Chair at any time thereafter.
- 12.03 The decision of a Board of Arbitration, or a majority thereof or Sole Arbitrator as the case may be, constituted in the above manner, shall be binding on both parties and any Employee affected by it.
- 12.04 The Board of Arbitration or Sole Arbitrator as the case may be shall not have any power to add to, substitute, subtract from or modify any of the terms of this agreement.
- 12.05 Each party shall bear the expense of its appointee and the expense of the Chairman or sole Arbitrator as the case may be, shall be shared equally by both parties.
- 12.06 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.

#### **ARTICLE 13 –DISCHARGE OR SUSPENSION**

- 13.01 (a) The Employer shall not discharge or suspend any non-probationary Employee without just cause. The Employer shall direct a letter to the Employee concerned, and a copy thereof to the Chief Steward stating its reason for any discharge or suspension. No discharge or suspension shall be implemented by the Employer until such letter is given to the Employee concerned or mailed to him/her at the address on the Employer's books for such Employee. Any claim of unjust discharge or suspension shall be submitted within **five (5)** working days from the date of discharge or suspension at **Step III** of the Grievance procedure and dealt with in accordance with Articles **11** and **12**.
- (b) The Employer may discharge a probationary employee for any reason unless it is shown that the discharge was made in bad faith.
- 13.02 Management personnel, when imposing disciplinary action for a current incident, will not take into account prior disciplinary action which occurred more than eighteen (**18**) months previous to such incident. This provision does not apply to prior disciplinary action involving resident abuse.

#### ARTICLE 14 - WAGES

- 14.01 The regular hourly rates of pay for the current job classifications covered by this Collective Agreement are set out in Schedule "A".
- 14.02 Employees shall be paid the rate for the classification to which they are assigned or posted unless provided otherwise in this agreement.
- 14.03 Employees will be paid on a bi-weekly basis on Fridays by direct deposit.
- 14.04 Shift Premium
- All employees performing shift work shall receive a shift premium for all hours worked between 3:00 p.m. and 7:00 a.m. Shift premiums will not be paid for any hour in which the employee receives overtime premiums and will not form part of the employee's straight time hourly rate. The shift premium will be \$0.50 cents per hour.

#### ARTICLE 15 - STRIKES AND LOCK-OUTS

- 15.01 It is mutually agreed that no strikes will be permitted by the Union and no lock-out will occur by the Employer during the lifetime of this Agreement. The terms "strike" and "lockout" as they appear in this Collective Agreement are as defined in The Labour Relations Act, R.S.O. 1990 C.L. 2, as amended.

#### ARTICLE 16 - HOURS ~~OF~~ WORK AND OVERTIME

- 16.01 The normal and recognized hours of work for full-time employees shall be thirty-seven and one-half (37.5) hours per week and the normal and recognized work day shall consist of seven and one-half (7.5) hours excluding the unpaid meal. Notwithstanding the foregoing, over thirty-seven and one-half (37.5) hours may be worked in one week to be equalized in the following week for the convenience of all concerned without overtime rates and provisions applying, providing that no full-time Employee shall be required to work more than seventy-five (75) hours in two (2) consecutive weeks without overtime rates and provisions applying.
- 16.02 Each full-time Employee shall be entitled to two (2) days off for each working week of thirty-seven and one-half (37.5) hours. The Employer hereby undertakes to use its best efforts to ensure that such days off may be taken consecutively, and to ensure equal distribution of consecutive days on a rotation basis. The Employer further undertakes and agrees to use its best efforts to permit full-time Employees in each separate department to have an equal number of weekends off.

- 16.03 If Employees are required to provide care and treatment to residents of the Homes during their lunch or coffee breaks, the Employer agrees that any time so lost shall be provided to Employees after such treatment is completed, for the purpose of allowing Employees concerned to finish their lunch and/or coffee breaks. It is understood and agreed by the Employer that such requirements of providing care and treatment during such breaks shall be necessary only during emergencies beyond the control of the Employer.
- 16.04 (a) The Employer shall pay time and one-half the regular rate of pay, calculated to the nearest fifteen (15) minutes worked, for all time in excess of seven and one-half (7.5) hours in any one day, for all time worked before the scheduled starting time and for all time worked after the scheduled finishing time, if authorized by the On Site Administrator/Designate or the person in charge thereof at the time. Time and one-half an Employee's regular rate of pay shall be paid for all hours worked over thirty-seven and one-half (37.5) hours in any work week except as provided in Subsection 16.01. If an Employee is not required to work on any holiday, such day shall count as seven and one-half (7.5) hours of work for the purpose of computing overtime. Employees shall not be required to take time off in lieu of overtime worked, unless mutually so agreed. Work performed on an Employee's time off shall be paid at the rate of time and one-half.
- (b) Where an Employee requests specific time off in place of pay for overtime work, and such request is made prior to the preparation of the schedule covering the period in which the requested time off follows, and the Employer agrees to grant that request of time off, then that time shall be scheduled off.
- (c) If an employee is late starting to work, there shall be deducted from his/her pay, the actual amount of late time calculated at his/her regular rate of pay.
- 16.05 Any Employee reporting to work within one (1) hour of being called into work shall receive payment for a minimum of three (3) hours at regular rates or payment for time actually worked if such is greater than the minimum payment required by this clause.
- 16.06 (i) An employee who reports for work at his regular scheduled starting time and who has not been notified in advance not to do so shall be guaranteed four hours work or four hours pay at his basic hourly rate. Any employee so affected shall take such temporary work as is available in order to qualify for such four hours pay.

- (ii) This provision will not apply when lack of work is due to conditions beyond the control of the Employer or when the employee is returning to work following absence.
- 16.07 a) A full-time maintenance Employee who is not on the premises and who is called into work outside his/her regular shift, other than overtime immediately preceding or immediately following his/her regular shift, shall receive a minimum of two (2) hours pay at time and one-half for each such call-in.
- b) Maintenance employees required to be on call, carrying a pager, shall be paid one (1) hour per day at the employee's regular rate of pay.
- 16.08 a) For shifts which are greater than 6.5 hours, employees shall be entitled to two (2) paid fifteen (15) minute rest periods, in addition to an unpaid one-half hour lunch break. There shall be one (1) such rest period in the first half of the shift, and the second rest period in the second half of the shift.
- b) For shifts which are greater than five (5) hours and up to 6.5 hours, employees shall be entitled to one paid fifteen (15) minute rest period, in addition to an unpaid one-half hour lunch break.
- c) For shifts which are five (5) hours or less, employees shall be entitled to one paid (1) fifteen minute rest period.
- 16.09 a) A scheduled shift shall be a minimum of four hours.
- b) Work schedules shall be prepared and posted at least two (2) weeks in advance. If such schedule is changed, employees who are affected thereby shall be notified by the Supervisor at least twenty-four (24) hours before such change is implemented except in the case of an emergency.
- c) If a part-time employee wishes to have a weekend off during which he/she is not required to work nor will he/she be called, such employee shall request same in writing within one week prior to the posting of the schedule. In the event there are more requests than can be accommodated in any one (1) particular week, the requests will be dealt with on the basis of seniority. In any event, no part-time employee shall be entitled to more than one out of every four weekends off during which he/she will not be required to work nor will he/she be called.
- 16.10 All Employees will notify the On Site Administrator/Designate in writing within one (1) week of any change of address, telephone number, marital status, or number of dependants. The consequences of not notifying the Administrator will be fully borne by the Employee but in no event shall any disciplinary penalty be imposed by reason of the same.



**ARTICLE 17 – BENEFITS**

17.01 Upon completion of the employee's probationary period, the Corporation agrees to provide payment of one hundred (100%) percent of the premium cost of the benefits listed below. It is understood that the benefit plans are subject to the restrictions contained within the insurance policy and are not part of this agreement and are not subject to the grievance and arbitration procedure.

**(A) Active Employees Health Life Benefits**

**Extended Health Coverage**

- Deductible- Nil
- Reimbursement- 100%
- Prescription Drugs-- Managed HealthCare Formulary (pay direct card)
- Private Duty Nursing-- maximum 90 – eight (8) hour shifts per calendar year
- Hearing Aids - maximum \$400 every 60 consecutive months
- Vision Care-- maximum \$200 every 24 months
- Paramedical Services – services of the following licensed, certified or registered practitioners:
  - a) Physiotherapist or qualified sports therapist –limited to reasonable and customary charges to a maximum of \$500 per calendar year per family member.
  - b) Clinical Psychologist
    - initial visit \$100
    - subsequent visits \$80
    - max. amount per calendar year \$420
  - c) Masseur
    - per treatment \$15
    - max. amount per calendar year \$300
  - d) Speech pathologist - initial visit \$60  
(when authorized by a physician or dentist) - subsequent visits \$40  
- max. amount per calendar year \$260
  - e) Chiropractor'
    - per visit \$15
    - max. amount per calendar year \$300
    - x-rays per calendar year \$50
  - f) Osteopath'
    - per visit \$15Chiroprapist
    - max. amount per calendar year \$300Naturopath
    - (each practitioner)Podiatrist\*
  - g) Dietitian
    - initial visit \$25
    - (nutrition counseling when authorized by a physician or dentist) - subsequent visits \$15
    - max. amount per calendar year \$280

Services listed under b), e), and f) above do not require the prior authorization of a physician. No payment will be made for the completion of reports, assessments, tests or evaluations.

\* Benefits are payable only after the annual maximum allowance under your provincial health plan has been paid.

- Hospitalization

- Deductible Nil
- Difference between Ward and Semi-Private 100% reimbursement
- Private Room - Maximum \$10 per day

- Out of Province Travel

- Travel benefits are eligible within the first 180 days per trip
- Emergency Services - Maximum \$1,000,000 per calendar year
- Referral Services \$50,000 per calendar year

Note:

Hospital and medical services are eligible only if your provincial government health plan provides payment toward the cost of the services received.

Manulife must be contacted by phone within 48 hours of commencement of treatment. Manulife, through consultation with the Assistance Medical team, reserves the right to repatriate the patient for treatment upon medical verification of the tolerance for travel. Carry your Manulife identification card with you when travelling.

- Dental Care

- Deductible Nil
- Fee Guide - Current minus one year, based on the Ontario Dental Association Fee Guide for General Practitioners
- Basic - 100 % reimbursement of eligible charges
- Maximum - Nil
- Major Restorative - 50% co-insurance
- Maximum \$1,000 per person per calendar year
- Orthodontics - 50% co-insurance
- Maximum - \$1,500 lifetime per dependent children under age 19

- Life Insurance

- 2 times annual salary

- **AD & D**
    - Equal to life
  - **Optional Life Insurance**
    - Maximum of \$200,000 in \$10,000 increments.
    - Employee paid
    - Evidence of insurability must be completed and approved
  - **Long Term Disability**
    - 70% of basic monthly compensation
    - Maximum- \$3,000 per month
    - Elimination period 180 days or the expiration of sick leave credits, whichever occurs later.
- (B) Retiree and Surviving Spousal Benefits
- i) Retirees receiving benefits from the predecessor employer(s) as defined by the Meyboom Report or retirees from the Municipality who retired prior to ratification of this agreement, shall not have their coverage affected by this Article.
  - ii) The Employer shall pay Health Benefits as outlined in Article 17.01 (A) to age sixty-five (65) for employees who take early retirement as per the OMERS eligibility criteria with the exception of:
    - Life Insurance
    - AD & D
    - LTD
  - iii) In the event of the death of a retiree prior to age sixty-five (65), the Employer shall continue to provide Health Benefits as per Article 17.01 (B) (ii) to the surviving spouse and for eligible dependants until remarriage or death up to when the deceased retiree would have reached age sixty-five (65).
  - iv) In the event of the death of an active employee prior to retirement, the Employer shall continue to pay one hundred percent (100%) of the premium costs to provide the continuation of Health Benefits (Article 17.01 (b) (ii)) to the surviving spouse and/or all eligible dependants of said employee, for a maximum of two (2) years (the period of coverage will be terminated in the event of remarriage or should the surviving spouse reach the age of sixty-five (65) or die). In order to qualify for such coverage, an employee must have at least completed their probationary period.

- v) The Employer shall provide a \$5,000 paid up life insurance policy for all employees who retire as per OMERS eligibility criteria.

17.02 Insurance Carrier Selection

It is understood that the Corporation reserves the right to select from time to time the carrier for any insurance under this Article (other than the Ontario Health Insurance Plan) provided that the benefits conferred thereby are as good as the present plan. Such substitution will not occur on less than sixty (60) days notice to the Union.

17.03 OMERS

The Corporation agrees to participate in the Ontario Municipal Retirement System Pension Plan in accordance with the applicable legislation, with the Corporation and the employees contributing equally.

17.04 OMERS Information

All information available to the Employer from the Ontario Municipal Employees Retirement System Pension will be available to the Union.

17.05 Ontario Government Health Plan

Medical coverage previously provided under the Ontario Health Insurance Plan to all employees, surviving spouses, surviving dependants and early retirees and now funded through the employer's payroll health tax, or any replacement to that, will continue to be funded by the Corporation pursuant to the provisions of the law of the Province of Ontario regarding such health insurance.

17.06 Sick Leave Plan

- (i) Sick leave benefits shall be earned by full-time Employees on the basis of one and one-half (1 ½ ) days for every month of employment. Employees shall be entitled to an accrual of all the unused portion of sick leave benefits for their future use.
- (ii) If an Employee is absent from work for more than ten (10) working days in a month, sick leave benefit credit shall be forfeited for that month, save and except where the absence is due to vacation or pregnancy or parental leave.
- (iii) An employee shall be entitled, after notifying his/her supervisor or designate in advance, to use accumulated sick leave to keep an appointment with the doctor or dentist or other recognized medical specialist for himself/herself. Such time will be accumulated and deducted from the employee's sick leave credits.

- 17.07 Workplace Safety and Insurance
- (a) All employees shall be covered under the Workplace Safety & Insurance Act. The parties agree that, once approved, employees off work due to a Workplace Safety & Insurance Board related absence, will receive benefit entitlement in accordance with the Workplace Safety & Insurance Act. The Corporation shall pay employees off work due to a Workplace Safety & Insurance Board related absence and in receipt of loss of earnings benefits under the Workplace Safety and Insurance Act or temporary disability benefits under the Workers Compensation Act, such further amount, the difference between full benefit entitlement and 100% of 'net' salary from the employee's sick leave allowance, with the total payment not to exceed 100% of 'net' salary for pre-injury earnings for such period as the employee's sick leave allowance permits. Once an employee's sick leave allowance is exhausted, the Corporation shall not be under any obligation to continue the "top-up" as provided in this paragraph.
- (b) i) Prior to approval by Workplace Safety and Insurance Board, an employee shall be permitted to use any accumulated sick time while absent due to the injury.
- ii) Once approval has been received from Workplace Safety and Insurance Board, the sick time used in paragraph(i) shall be fully reinstated to the benefit of the member, upon the Corporation receiving reimbursement from the Workplace Safety & Insurance Board, or the Corporation receiving reimbursement from the employee.
- (c) In the case of employees with less than one (1) year of service who are absent by reason of a WSIB related absence, once accumulated sick time is exhausted as in b (i) above, employees shall be **permitted to** borrow future sick time up to a maximum of ten (10) days.
- 17.08 In regards to persons in receipt of Workplace Safety & Insurance Board or Long Term Disability benefits, the Corporation will pay benefit premiums for a maximum of twenty-four (24) months from date of injury.
- 17.09 The Employer may require the production of a medical certificate on any absence due to any illness or injury. Where such request is made, the Employer shall provide and pay the practitioner with respect to any such certificate.
- 17.10 All employees absent due to illness or injury shall ensure that they notify the Administration office of the Homes weekly in regard to their expected return to work. This shall not apply in cases where the employee presents a doctor's certificate specifying a return date.

17.11 All Employees on sick leave or on Workplace Safety and Insurance benefits must notify the Administrator or his appointee of his/her absence prior to his/her regular starting time on the first day of absence or as soon as possible, at which time he/she shall supply the following information:

- (a) reason for absence,
- (b) estimated duration of absence,
- (c) method of contacting the Employee during his/her absence.

If an Employee is able to return to work at an earlier date than anticipated, he/she shall give the Administrator or his appointee notification by 5:00 p.m. of the preceding day of such intention to return to work. It shall be the duty of the Employee in question to keep the Administrator periodically informed as to his/her condition, at such intervals, as in the circumstances is reasonable.

17.12 In consideration for the provisions of Article 17.06, the Corporation will retain the Employee's share of any reduction in employment insurance premiums.

17.13 Employee Assistance Program

Employees will have access to the provisions offered under the Municipality's Employee Assistance Program.

**ARTICLE 18 – UNIFORM ALLOWANCES**

18.01 Uniform Allowance

All employees are required to wear uniforms and non-slip shoes that meet the standards of the Homes and shall be entitled to a uniform allowance of seven cents (\$.07) per hour for each regular hour worked.

18.02 Safety Boot Allowance

Upon submitting a receipt, the Employer shall provide an allowance of up to one hundred and twenty dollars (**\$120.00**) per two year period towards the cost of C.S.A. approved Safety Boots to all Maintenance Employees.

**ARTICLE 19 -VACATIONS**

19.01 Vacation credits shall be accumulated by full-time Employees in the Bargaining Unit monthly from date of full-time employment.

19.02 All full-time Employees in the Bargaining Unit will be entitled to vacation with pay each year on the following basis:

- (a) A basic holiday of two (2) weeks [ten (10) days] with pay, accumulated at the rate of .83 days per month.
- (b) After completion of three (3) years of continuous service, three (3) weeks [fifteen (15) days] with pay accumulated at the rate of 1.25 days per month.
- (c) After completion of seven (7) years of continuous service, four (4) weeks [twenty (20) days] with pay accumulated at the rate of 1.66 days per month.
- (d) After completion of fifteen (15) years of continuous service, five (5) weeks [twenty-five(25) days] with pay accumulated at the rate of 2.08 days per month.
- (e) After completion of twenty-five (25) years of continuous service, six (6) weeks, [thirty (30) days] with pay accumulated at the rate of 2.50 days per month.

19.03

All employees must indicate their vacation preferences, up to a maximum of the number of days standing to their credit at the time the vacation is to be taken, by April 1<sup>st</sup> for the period from May 1<sup>st</sup> to the following April 30<sup>th</sup>.

The Employer shall consider such requests in accordance with seniority and subject to operational requirements by Department. Requests from full-time employees will be determined prior to part-time employee vacation requests.

The Employer shall confirm or deny the period of vacation requested by May 1 and vacations confirmed on that date shall not be altered to accommodate subsequent vacation requests of other Employees.

Subsequent vacation requests shall not be made until after May 1 and at least three weeks prior to the commencement of the scheduling period in which the requested vacation falls. Such requests shall be considered on a first come - first served basis in accordance with operational requirements. Employees shall be advised as to whether their request has been granted or denied within two weeks of the request.

19.04 Full-time Employees may accumulate vacation credits to the maximum limit set out below:

<u>Yearly Vacation Entitlement Credit</u>	<u>Maximum Allowable Vacation Accumulation</u>
2 weeks (10 working days)	18 working days
3 weeks (15 working days)	27 working days
4 weeks (20 working days)	36 working days
5 weeks (25 working days)	45 working days
6 weeks (30 working days)	45 working days

- 19.05 a) For the purposes of this Article, continuous service shall be broken only if one of the instances set out in Article 5.05 occurs.
- b) If a part-time employee is permanently transferred to full-time status, his/her part-time hours worked since the last date of hire will be equated to full-time service for purposes of vacation entitlement on the basis that nineteen hundred (1900) hours worked equals one (1) year of service.
- c) A full-time employee who, for any reason, has less than twelve full months of active employment during any year, shall receive a lesser vacation entitlement on a pro-rata basis under the schedule of vacation entitlement set out in Article 19.02. Active employment means actual attendance at the workplace and the performance of work, but includes absence from work due to vacation, holidays, illness or injury of up to seventeen (17) weeks, or pregnancy or parental leave.
- 19.06 In the event a full-time Employee with less than one year's service requests vacation time in excess of the number of days estimated to be standing to his/her credit at the time the vacation is to be taken, and his/her department head approves of the vacation request, he/she may take the vacation days providing the request does not exceed the number of days estimated to be standing to his/her credit by more than ten (10) days and providing the Employee and a representative of the Union, execute the form entitled "agreement and authorization" attached as outlined in Schedule "B".
- 19.07 If a full-time Employee becomes hospitalized during a vacation, he/she may be granted alternative vacation days equivalent to the number of vacation days hospitalized (excluding non-scheduled work days) providing:



- (a) the employee was hospitalized in a recognized institution and verification of this is received
- (b) the alternative days are taken at a time mutually convenient to the Employee and his/her supervisor.

19.08 Part-Time Employees

- (a) Part-time Employees shall receive annual vacation pay and unpaid vacation time off on the following basis:

<u>Hours Worked</u>	<u>Percentage of Each Bi-Weekly Pay</u>	<u>Vacation Time-Off</u>
(a) <u>under 5,700</u>	4%	2 weeks
(b) <u>5,700 to 13,299</u>	6%	3 weeks
(c) <u>13,300 to 28,499</u>	8%	4 weeks
(d) <u>28,500 to 47,499</u>	10%	5 weeks
(e) <u>47,500 and over</u>	12%	6 weeks

- (b) Part-time employees shall request vacation in one week increments only.
- (c) Vacation pay shall be paid with each bi-weekly pay cheque. The Employee may exercise the option to have the net vacation pay withheld and total accrual of same paid in one lump sum in the second pay in July.

**ARTICLE 20 - HOLIDAYS**

- 20.01 a) Each full time Employee shall be paid seven and one-half (7.5) hours pay at his/her regular rate for each of the following days, namely:

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

For the purposes of this Article, holiday treatment shall apply where the majority of the scheduled hours are worked on the holiday.

- b) In order to qualify for holiday pay, the Employee must work the full scheduled shifts immediately preceding and immediately following the holiday except in cases of excused illness in which case the Employee shall receive holiday pay, providing he/she has worked a full scheduled shift in the week immediately preceding and immediately following the holiday.
- 20.02 If a full-time employee is scheduled to work on a paid holiday and actually works then he/she may elect either:
- a) pay at one and one-half times his/her regular daily rate for work performed on such holiday and an alternate day off with pay such day to be given by the Employer within thirty (30) days before and (8) weeks after the holiday. If an Employee works more than his/her seven and one-half (7.5) hour shift on a paid holiday, he/she shall be paid at the rate of two and one-half (2.5) times his/her normal rate of pay for each hour worked beyond the first seven and one-half (7.5) hours, or
  - b) pay at one and one-half times his/her regular daily rate for work performed on such holiday, in addition to the Employee's regular pay. If an Employee works more than his/her seven and one-half (7.5) hour shift on a paid holiday, he/she shall be paid at the rate of two and one-half (2 %) times his/her normal rate of pay for each hour worked beyond the first seven and one-half (7.5) hours.
- 20.03 In case of illness, full time Employees with one (1) or more years seniority shall be paid for those paid holidays falling within the three (3) month period from the commencement of such illness, or the period of the Employee's accumulated sick leave, whichever shall be the shorter.
- 20.04 In the event a holiday as specified in this Article falls within a full time Employee's vacation period, it shall be mandatory to extend the vacation period by one (1) fully paid working day.
- 20.05 All employees shall be scheduled to take either Christmas or New Year's Day off on a choice basis in accordance with their classification seniority provided that the Department Heads are satisfied that enough experienced personnel are retained to provide proper and adequate service in these classifications. Paragraph 16.09 (b) shall not apply to these two (2) days.
- 20.06 Part-time Employees scheduled to work on the holidays set out in Article 20.01 shall be entitled to time and one-half for all hours actually worked on such day.

**ARTICLE 21 - PART-TIME EMPLOYEES**

- 21.01 (a) A part-time Employee shall receive in addition to his/her regular pay, an additional payment in the amount of fifteen percent (15%) of his/her base earnings and excluding premium of any kind. Unless specific provisions are made for part-time Employees, such payment is in lieu of any and all fringe benefits provided to full-time Employees (being those benefits to an Employee paid in whole or in part by the Municipality as part of direct compensation or otherwise, including holiday pay, save and except salary and vacation) under this Agreement.
- (b) A full-time Employee who has elected to transfer or who is transferred to part-time in accordance with Article 5.08 will be required to continue to contribute to OMERS and the Municipality will be required to match the contributions. In this event, the additional payment referred to above will be reduced in accordance with the OMERS contributions rules.
- 21.02 Wherever the term "part-time Employee" appears in this agreement, such term will mean Employees regularly scheduled to work for not more than twenty-four (24) hours per week. Part-time Employees may regularly work more than twenty-four (24) hours per week on an on-call basis or on a temporarily scheduled basis.

**ARTICLE 22 – Union Notices**

- 22.01 Union Notices
- (i) The Employer agrees to provide at least two (2) bulletin boards in mutually **satisfactory** locations for posting of Union activities at each Home. Such notes shall be submitted by the Chief Steward to the On Site **Administrator/Designate** for approval.
- (ii) There shall be no distribution or posting by Employees of pamphlets, advertising or political matter on the Employer's property or on the Employer's time, except as herein provided.

**ARTICLE 23 - CO-ORDINATING COMMITTEE**

- 23.01 The parties hereto, recognizing that the closest measure of co-operation should exist between them, **do** hereby agree to institute a Committee composed of the Union Stewards or Negotiating Committee and Representatives of the Employer. Conferences of the Committee shall be held at any time at the request of either party. Matters to be discussed at any such conference shall be listed in an agenda to be supplied by the party requesting the conference to the other party at least five (5) working days prior to the day for which the conference is requested. Such working days shall be exclusive of Saturdays, Sundays, and Holidays.

- 23.02 This Committee shall consider matters of common interest relating to the administration of the Homes, the welfare of its residents and its employees, and to other matters that may be in the interests of good labour-management relations. The Employer agrees to submit a copy of the minutes with respect to matters dealt with at the conference to the Union as soon as possible after the conference.

#### **ARTICLE 24 - GENERAL**

- 24.01 It is mutually agreed between the Employer and the Union that the expense for printing the Collective Agreement shall be shared.
- 24.02 The Employer shall have a right to install a time clock and require same to be used. If such clock is installed, each Employee shall be available for work at the proper station at scheduled starting and finishing times.
- 24.03 All Employees will notify the on-site Administrator/designate in writing within one (1) week of any change of address, telephone number, marital status, or number of dependents. The consequences of not notifying the Administrator/designate will be fully borne by the Employee but in no event shall any disciplinary penalty be imposed by reason of the same.
- 24.04 Meal Allowance  
Employees who work more than four (4) hours immediately following a regularly scheduled 7.5 hour shift, shall be entitled to a meal allowance of \$3.25.
- 24.05 Parking  
Employees shall be entitled to 'free parking' at the Homes for the life of this agreement.
- 24.06 Mileage Allowance  
Where employees are authorized to use their own vehicle on approved Corporation business, they shall be paid a cents per kilometre equal to the current municipal rate. This provision does not apply to travel between the employee's residence and their scheduled work location.

#### **ARTICLE 25 - DURATION**

- 25.01 This agreement shall become effective on January 1, 2000 and shall remain in effect until December 31, 2002 and continue from year to year thereafter until one of the parties serves notice in accordance with 25.02 to negotiate changes hereto.

- 25.02 A party wishing to negotiate changes to this agreement shall serve the other party with notice in writing of that intention ninety (90) days prior to the expiry of this agreement or any continuation thereof.
- 25.03 Where the notice contemplated in 25.02 is given, the parties shall meet and negotiate with a view to concluding a collective agreement.

Signed this 30<sup>th</sup> day of October, 2000.

**For the Employer:**

*Bob Jones*  
*Patricia Busse*  
*AL?*  
*Angene Kemp*  
\_\_\_\_\_

**For the Union:**

*Mary Kay Kitchin*  
*Josne Laddes*  
*Natalia Harris*  
*Jessica Pross*  
*Judy Raes*  
*Angene Baylis*  
*Catherine Jones*  
*Kita Menzies*  
*Bonnie Shattler*  
*Chis Muth*

LETTER OF UNDERSTANDING

BETWEEN:

SERVICE EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 210

- and -

MUNICIPALITY OF CHATHAM-KENT

LETTER OF UNDERSTANDING

Re: Elimination of Frozen Sick Leave Bank

1. This Letter applies to those current Employees who were Employees of the former Corporation of the County of Kent and who, as of the date of ratification, continue to have a frozen sick leave bank pursuant to the provisions of Article 17.03(b)(i) of the last Thamesview Lodge collective agreement ("the frozen sick leave bank").
2. Within thirty (30) days of the date of ratification, the frozen sick leave bank for all affected Employees shall be eliminated. Within that period, each Employee shall elect in writing from one of the following options:
  - (i) Payment to the Employee of the cash value of one-half of the balance of that Employee's frozen sick leave bank as of the date of ratification, calculated on the basis of one day's regular basic pay, less applicable statutory deductions; or
  - (ii) the addition of the balance of the frozen sick leave bank as of the date of ratification to that Employee's accumulating sick leave bank.
3. If an affected Employee fails to make the required election by the date specified in paragraph 2, the Employer will apply paragraph 2(i) to such Employee.
4. If an employee receives cash value under Article 2 (i), the employee may elect to put all or part of the monies into an RRSP provided the election is in accordance with applicable laws including Revenue Canada rules.

DATED at Chatham, Ontario this        day of        , 2000.

\_\_\_\_\_  
Union

\_\_\_\_\_  
Employer

**LETTER OF UNDERSTANDING**  
**BETWEEN:**  
**THE MUNICIPALITY OF CHATHAM-KENT**  
**-AND-**  
**SERVICE EMPLOYEES INTERNATIONAL UNION,**  
**LOCAL 210**

**RE: THAMESVIEW LODGE PART-TIME SENIORITY CREDIT**

Effective on the date of ratification, part-time employees shall be credited with an additional one-half hour of seniority for each 7.5 hour shift worked at Thamesview Lodge between October 29, 1998 and the date of ratification.

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE MUNICIPALITY OF CHATHAM-KENT**

**-AND-**

**SERVICE EMPLOYEES' INTERNATIONAL UNION,  
LOCAL 210**

**RE: Voluntary Exit Program**

In the event that Victoria Residence and Thamesview Lodge move into a single new facility prior to the end of this collective agreement, the Municipality agrees to enter into discussions with the Union regarding a Voluntary Exit Program for those employees within classifications which may experience a staffing surplus.



**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE MUNICIPALITY OF CHATHAM-KENT**

**-AND-**

**SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 210**

Wherever possible, it is the Employer's intention to schedule part-time Employees for work according to the following procedure.

1. Where work is regularly available as a result of gaps in the full-time master rotation, shifts will be organized by the Employer into mini-rotations of approximately twenty-two and one-half (22%) hours on the basis of seniority.
2. At the point where the remaining regularly available work can no longer be organized into mini-rotations the remaining work will be distributed in the following manner.
  - i. The remaining regularly available shifts shall be distributed giving one shift to the highest seniority employee having no shifts: then one shift to the next senior employee and so on until all the remaining regularly available shifts are given out.
  - ii. In distributing the regularly available shifts as outlined in (i.) the employer will endeavor to assign the longest shifts to the higher seniority employees.
3. Work that becomes available as a result of approved scheduled time off will be distributed in the following manner.
  - i. Starting with the highest seniority employee not having seven and one-half (7.5) hours, shifts will be assigned down the seniority list until each employee has at least seven and one-half (7.5) hours or until all work has been assigned.
  - ii. If work is still available the highest seniority employee not having fifteen (15) hours of work will be assigned work until that employee has reached fifteen (15) hours. This process will continue down the seniority list until each employee has at least fifteen (15) hours or until all work has been assigned.
  - iii. If work is still available the highest seniority employee not having twenty-two (22.5) hours of work will be assigned work until that employee has at least twenty-two (22.5) hours. This process will continue down the seniority list until each employee has reached twenty-two (22.5) hours or until all work has been assigned.
  - iv. This process will continue with subsequent thresholds being twenty-eight (28) hours and thirty-five (35) hours.

4. Call-in work is that work which becomes available following the expiry of the time during which employees are required to make requests for approved scheduled time off. The employer regularly posts these times.
5. Call-in work will be assigned following the procedure outlined in section (3).
6. It is understood that in order to accommodate changing operational needs, or temporary changes in the full-time schedule (e.g. Christmas schedules, vacation schedules, modified work), the employer may alter mini-rotation work assignments.
7. Where part-time Employees are scheduled, management will endeavor to schedule time off between shifts consistent with time off provided to full-time Employees performing the same work.
8. An Employee who:
  - a) accepts a shift;
  - b) refuses a shift;
  - c) cannot be contacted for call in;

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

9. An Employee who refuses a shift which starts within ten (10) hours of his/her last shift worked will not be credited with the number of hours offered on that shift.

It is the intention of the parties that this letter of understanding does **not** form part of the Collective Agreement. This program will commence on ratification of this agreement.

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Employer

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Union

**SCHEDULE 'A'**

Classification	Harmonization	Jan. 01 2001	Jan. 01 2002
	Jan. 01 2000 2.0%	2.0%	2.0%
Adjuvant	17.09	17.43	17.78
Cook	18.40	18.76	19.14
Dietary	16.14	16.46	16.79
General	16.14	16.46	16.79
Housekeeping	16.14	16.46	16.79
Laundry	16.14	16.46	16.79
Maintenance	16.55	16.89	17.22
Health Care Aide	16.43	16.76	17.09
RPN	18.51	18.88	19.26

- Should any employee's wage rate at the date of ratification be higher than the corresponding wage rate for their classification, their hourly wage rate will be red-circled until the rate catches up to their current rate.
- The probationary rate will be \$.40 cents per hour less than the applicable current rate.
- **Lump Sum for 1999:** Employees who were employed for **1999** and employed at the date of ratification, will receive a lump sum payment equivalent to **1%** for all hours paid by the Employer in **1999**, less applicable statutory deductions.
- **Lump Sum for 1998:** Employees, who were employed for **1998** and employed at the date of ratification, will receive a lump sum payment equivalent to **1%** for all hours paid by the Employer in **1998**, less applicable statutory deductions.
- **Lump Sum for 1997:** Employees, who were employed for **1997** and employed at the date of ratification, will receive a lump sum payment equivalent to **1%** for all hours paid by the Employer in **1997**, less applicable statutory deductions.
- **Lump Sum for 1996:** Employees, who were employed at Victoria Residence for **1996** and employed at the date of ratification, will receive a lump sum payment equivalent to **1%** for all hours paid by the Employer in **1996**, less applicable statutory deductions.

**SCHEDULE 'B'**

**ACKNOWLEDGEMENT AND AUTHORIZATION RE: VACATIONS**

I, \_\_\_\_\_, hereby acknowledge that I am receiving \_\_\_\_\_ days of vacation prior to my entitlement under the Collective Agreement. These \_\_\_\_\_ days of vacation are to be taken in the month of \_\_\_\_\_ and are to be charged against my vacation credits as I become entitled to such credits in accordance with Article 19.02.

In the event that I do not become entitled to sufficient vacation credits to cover vacation days taken, I hereby authorize, in accordance with The Employment Standards Act and Regulation thereto, specifically R.R.O. 1980, Re. 285, Section 15 and amendments thereto, the Employer to **set off** against monies owed to me, for wages or otherwise, all vacation credits taken in excess of my entitlement.

Date: \_\_\_\_\_

Employee's Signature: \_\_\_\_\_

Position: \_\_\_\_\_