

COLLECTIVE AGREEMENT

- BETWEEN -

THE MUNICIPALITY OF CHATHAM-KENT

(“the Employer”)

- AND -

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS UNION
OF CANADA (CAW – CANADA)
LOCAL 127**

(“the Union”)

12603(03)

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ARTICLE 1 – PURPOSE

- 1.01 This Agreement is undertaken to establish mutually satisfactory **working conditions** between the Employer and its Employees, to secure prompt disposition of grievances and to **outline** hours, wages and working terms and conditions for the Employees covered by this Collective Agreement. **Both parties recognize that the provision of services to Residents necessitates that Employees must be prepared at all hours of the day and night to assist in the delivery of its services.**

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 **Riverview Gardens** (“The Home”), 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 periods, persons utilized under government job creation or subsidized programs, graduate pharmacists, graduate dieticians, and undergraduate dieticians.

Clarity Note:

- (i) *For purposes of clarity, the parties agree that the position of volunteer care co-ordinator is excluded from the bargaining unit as supervisory.*
 - (ii) *The school vacation period shall be defined as May 1 to September 15 and December 15 to January 15 and on holiday weekends, save and except training periods.*
 - (iii) *No Employee will suffer a reduction of hours as a result of the use of students.*
- 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 **Riverview Gardens** 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 or continue to 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 - MANAGEMENT RIGHTS

- 3.01 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 4 – UNION MEMBERSHIP AND DUES CHECK-OFF

- 4.01 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 (15th) day of the following month.
- 4.02 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.
- 4.03 The remittance referred to in Article 4.01 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.
- 4.04 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.
- 4.05 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.

- 4.06 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.
- 4.07 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 twenty minutes in duration.

ARTICLE 5 – STATUS OF EMPLOYMENT

- 5.01 (a) A "Full-time" Employee is regularly scheduled thirty-seven and one half (37.5) hours per week.
- b) A "Part-time" Employee regularly holds a mini-rotation of twenty-two and one half (22.5) to twenty-four (24) hours per week obtained through the job posting.
- c) A "Casual" Employee is a part-time Employee not holding a mini-rotation of twenty-two and one half (22.5) hours.

ARTICLE 6 – DISCRIMINATION

- 6.01 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 union status, membership or non-membership in the Union, or activity or lack of activity in the Union.
- 6.02 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 7 - SENIORITY

- 7.01 All new Employees shall be considered probationary Employees until they have worked five hundred (500) hours. After completion of the probationary period, such Employees shall be considered permanent Employees of the Employer and their names shall appear on the seniority list as of the date of hire.

- 7.02 (a) Seniority dates for all Employees shall be based on their date of hire.
- In the event of group hiring, seniority goes alphabetically by last name first, then by first name 'proper' alphabetically.
- (b) Seniority shall continue to accrue on all approved leaves of absence.
- 7.03 (a) (i) A seniority list of all Employees within the bargaining unit shall be prepared every six (6) months and shall be posted by the end of March and September each year. Copies of the said seniority list shall be forwarded to the Union office on such dates or soon thereafter. The Chairperson and Vice Chairperson shall be entitled to a copy of such list. The list shall include the seniority standing and job classification.
- (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.
- 7.04 (a) For the purposes of this Article the term 'laid off shall refer to individuals who have accepted a layoff and are not actively at work. The term 'displaced' shall refer to full-time individuals that have been given a layoff notice and have bumped or have been bumped.
- (i) Before any full time employees are laid off or displaced from their classification because of layoffs, Management will endeavour to review the part time schedules from that classification, to avoid the layoff of full time employees.
- (ii) Once the classification is identified, employees to be laid off will be provided with a layoff notice in writing giving them five (5) days to respond to either exercise their right to bump or take the layoff. This notice will indicate where, based on the following seniority provisions, the individual can bump.
- (iii) The least senior full-time person in the classification is laid off first.
- (iv) Full-time employees laid off or displaced may displace the junior full-time employee who has the least amount of seniority in the bargaining unit for which they are qualified.
- (v) If there is no full time position available to displace, the full time employee laid off or displaced may displace the junior part time employee who has the least amount of seniority in the bargaining unit for which they are qualified.
- (vi) If there is no part time position available to displace, the full time employee laid off or displaced may displace the junior casual employee who has the least amount of seniority in the bargaining unit for which they are qualified.

- (vii) Once full time employees have made known their intention to bump, a job reselection shall take place in the affected classification according to status prior to the implementation of new schedules for the affected classifications.
- (viii) Once the layoffs or displacements have become effective probationary employees will not be called in until all casuals call-ins are offered **22.5** hours as per the current process. All full-time incumbents affected by the lay-off will be given the opportunity to work up to **37.5** hours prior to part-time and casuals. The Employer will not be required to give layoff and recall notices to probationary employees provided this procedure is followed. This process will continue for the duration of the recall period.
- (ix) Full time employees who are laid off or displaced from their original classification will retain recall rights to that classification for a period of **24** months from the date of the actual layoff. The bumping procedure will only be applied when there is an actual layoff or displacement. The reduction of hours of part time employees will not constitute a layoff for the purpose of implementing the bumping procedure. The reduction of hours will be handled as per past practice (job selection).
- (x) An employee shall have opportunity of recall to any full-time available opening, in order of seniority, provided he or she has the bona fide qualifications and ability to perform the work, before such opening is filled on a regular basis under the job posting procedure. The posting procedure in this agreement shall not apply until the recall process has been completed.

If the Employee is being recalled to another classification, then the Employee must have the qualifications and ability to perform the requirements of the job without any training other than the **orientation/familiarization** period. Employees who are recalled to **his/her pre-layoff status/classification**, will no longer be entitled to recall rights.

(xi) Temporary Positions

Full time employees who are laid off or displaced from their position will be given the opportunity to displace a part-time employee who holds a temporary vacancy, provided they are qualified. At the expiry of the temporary posting such employee may bump the least senior person in a temporary position, seniority permitting, or return to the position they would have bumped into at the time of their layoff. Should full time employees who have been displaced decline a FT Temp, the Employer will no longer be required to offer the individual **37.5** hours per week.

(xii) Trial Period

The parties agree that the trial period as per 7.04 (b) of the collective agreement will only apply to individuals that bump into a new classification.

Individuals who exercise their right under 7.04 (b) and choose to return to their layoff status, will be placed on the call in list as a casual employee. If in the opinion of the Employer the individual is not suitable for the position, they will have an opportunity to exercise their bumping rights.

- (b) **An employee from outside the classification** will be provided with an orientation period of thirty (30) working days to determine the Employee's suitability for the position. Anytime during the said thirty (30) day trial period, either the employer or the Employee shall have a right to request that the Employee be returned to **his/her** layoff status.
- (c) 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.
- (d) 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) days notice. This notice is not in addition to required notice from individual Employees. The Municipality agrees to meet with the Union upon request to review the following:
 - (i) Reason for the layoff, and
 - (ii) Method of implementing the layoff including areas and names of Employees affected.
- (e) 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 – 8 weeks notice
 - if **his/her** service is nine (9) years or more but less than ten (10) years – 9 weeks notice
 - if **his/her** service is ten (10) years or more but less than eleven (11) years – 10 weeks notice
 - if **his/her** service is eleven (11) years or more but less than twelve (12) years – 11 weeks notice
 - if **his/her** service is twelve (12) years or more – 12 weeks notice

- (f) In the case of layoff of full-time Employees, benefits will be continued for three (3) months following the month in which the layoff takes place.

7.05 Subject to the provisions of **this** Collective Agreement, the Employee shall lose all seniority and **his/her** employment **shall** be terminated 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 thirty-six (36) months;
- (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) If an Employee is promoted or transfers out of the bargaining unit;
- (f) The Employee is absent from work without permission for three (3) consecutive working days unless a satisfactory explanation is given to the Employer 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 satisfactory explanation is given to the Employer. 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.

ARTICLE 8 - CONTRACTING OUT

8.01 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 9 - NEGOTIATING COMMITTEE AND STEWARDS

9.01 (a) Committeepersonsand Chairpersons:

The Employer acknowledges the right of the Union to appoint or otherwise select a Committee consisting of nine (9) Committeepersons, one Chairperson and one (1) Vice Chairperson to assist Employees on all shifts in presenting

their grievances to the Employer or its representatives. Each member of the Committee shall be an Employee with at least one year's seniority.

(b) The Committee make up shall be:

- One Chairperson and one Vice Chairperson.
- Three members from the Personal Care Giver classification.
- Two members from the Dietary/Cook's classification.
- Two members from the Housekeeping/Maintenance/Laundry classifications.
- One member from the RPN classification.
- One member from the Adjuvant classification.

The Union shall give notice in writing to the Corporation of all present and newly elected committee members and from time to time keep the Corporation posted of any changes. The Union shall select:

9.02 (a) Negotiating Committee:

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee composed of **three (3)** Committeepersons plus the Chairperson and the Vice Chairperson and a Union representative from either the Local and/or the National Union and will recognize and deal with the said Committee with respect to any matter which properly arises for its consideration.

(b) Labour Management Committee

- (i) The Employer acknowledges the right of the Union to appoint or otherwise select a Labour Management Committee composed of **three (3)** committeepersons plus the Chairperson and the Vice Chairperson.
- (ii) The Committee shall meet at the request of either party at a mutually agreed time. Its members shall receive a notice and agenda of the meeting at least forty-eight hours in advance of the meeting.
- (iii) This Committee shall **serve to maintain communications between the Parties and to discuss matters of mutual concern.**
- (iv) Once mutually approved, the Employer agrees to post and send a copy of the minutes to the Chairperson.

9.03

The Union acknowledges that the Committeepersons 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 Committee Person shall receive his/her basic rate of pay for time lost during his/her

regularly scheduled working hours for handling grievances. **Full-time and regular part-time** 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 and **regular part-time** employees not scheduled to work shall be given an alternate day off without pay.

9.04 Subject to operational or scheduling requirements, the Employer shall endeavor to schedule the Chairperson on the day shift only from Monday to Friday.

9.05 The Chairperson shall **be scheduled** four (4) hours off on alternating workdays to deal with union business, without loss of pay. **This Article will not apply in cases where the Chairperson is casual.**

The Employer shall provide a Union office where possible, and will provide access to a phone with outside line, fax, computer with e-mail access, printer, filing cabinet, desk, chair and necessary office supplies.

In the event the Chairperson or Vice Chairperson is elected from any department other than Nursing, the parties agree to reschedule the above union time allowance based on operational requirements.

- 9.06 a) Whenever a Committee Person is absent for vacation, sick leave or leave of absence the Chairperson or Vice Chairperson may appoint an additional Committee Person on a temporary basis.
- (b) Where there is a shift scheduled with no committee representation, the Chairperson or Vice-Chairperson may appoint a temporary Committee Person to fill the vacancy.
- (c) The Employer or person in charge shall be notified of any temporary appointment. This will be done prior to the absence (i.e. vacation, sick leave, etc.), prior to the shift, or at the time of appointment during the shift.
- (d) **In the event that the Chairperson is absent, they shall have the right to appoint another committee member during their absence (i.e. vacation, sick leave, etc.)**

ARTICLE 10 - LEAVE OF ABSENCE

10.01 (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 to the Director of Health and Seniors Services or designate 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 Employer 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 consecutive 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 Employee 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 10.01(b), the time period referred to in this Article will be three (3) weeks.

10.02 Pregnancy and Parental Leave

Pregnancy and Parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

(a) 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 10.02 (b) (i): Parental Leave.

- (iv) Notwithstanding Article (a) (i) 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.

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 fifteen (15) weeks.

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

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

- (b) An Employee who does not apply for leave of absence under Article 10.02 (a) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 10.01 (a) 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.
- (c) 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.
- (d) 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.

- (e) 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).
- (f) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.
- (g) 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.
- (h) 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.
- (i) 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 thirty-five (35) 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 10.02 (j) Parental Leave, the provisions under (a), (d), (e), (f), (g), (h) and (i) shall also apply.

10.03 Bereavement Leave

- (a) In the event of death in the immediate family, a **full time** employee shall be **granted (3) consecutive scheduled** working days **inclusive of the funeral**.

A part time employee shall receive three consecutive calendar days off inclusive of the funeral. Time off with pay will be for the days they were scheduled to work (including call-ins).

The immediate family of an Employee means:

- Spouse
- **R** Child or step-child
- Parents
- Brother or sister
- Parent-in-law
- Brother-or-sister-in-law
- Grandparents
- Grandchildren
- Son-or daughter-in-law
- All of the above include “step” relationships

Employees may use two (2) sick days **once per calendar year** from their sick leave accumulation to supplement bereavement leave **in the case of their spouse or child or step-child**.

- (b) In the event of death of the following, an Employee shall be allowed up to one (1) working day off with pay to attend the funeral of:
- **Employee’s Aunt or Uncle**
 - **Employee’s Niece or Nephew**
 - Grandparents-in-law
 - To act as pallbearer or flower bearer

10.04 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. **The employee will endeavour to give the Employer as much notice as possible with respect to this leave.**

- 10.05 A one time leave of absence shall be granted to Employees, without pay, for a period of up to 180 calendar days for any Employee convicted of and sentenced under the Highway Traffic Act or Criminal Code as the result of the operation of a motor vehicle. The Employer may consider other minor offences under this clause. Repeat requests as per this provision for further leaves will be at the sole discretion of the Employer.

ARTICLE 11 - JOB TRANSFER AND PERMANENT POSTINGS PROCESS

- 11.01 A job posting is the process for filling a vacancy in a particular classification and with a particular status not filled from the Job Registry.
- (a) If a new job, position, schedule or temporary vacancy of six weeks or more is created within the bargaining unit, it shall be posted on all bulletin boards for seven (7) working days.
- (b) Vacancies, new jobs, positions, schedules or temporary vacancies of six weeks or more shall be filled in accordance with Article 11.02.

Note:

When schedules are being **reselected**, the selection process will be done only in the specific classification and the job posting procedure shall not apply.

A full-time Employee may request to be transferred to a casual part time position. The Employer will **fill** the resulting full-time position through the job posting provisions.

- 11.02 (a) The position shall be filled from applications received on the basis of seniority, ability and reasonable qualifications to perform the work. Following the closing of each job posting, the Chairperson shall be supplied with a list of the internal applicants for that posting. Each **applicant(s)** and the Chairperson shall be informed of the Employer's decision on or before the **applicant(s)** commences their new work assignment.
- (b) Successful internal applicants will be notified verbally within three (3) days unless there are extenuating circumstances and will be placed on the job in one (1) to three (3) weeks depending on the date of the last regularly posting of the schedule.
- (c) 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.
- (d) Temporary vacancies of less than six (6) weeks in duration will be assigned as per the current scheduling procedure.
- (e) When an employee from outside the classification fills a job, he/she will be given a trial period of ten (10) 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 right and privileges of that previous position. In either event, notification must be given by the end of the tenth (10) day on which the Employee was scheduled to work.

11.03 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 a minimum of 500 part-time hours.

11.04 The successful external applicant for the job posting shall be notified in writing with a copy to the Chairperson.

11.05 Temporary Full-Time Positions (TFP)

(a) Temporary full-time positions of six weeks or more will only be granted to the part-time Employees 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 may fill the position as they deem most appropriate after consultation with the Union. **Any extension to a temporary leave shall be offered first to the current incumbent.**

(b) An Employee accepting a Temporary Full Time position may return to his/her regular position at any time but shall not be eligible to bid on any further temporary positions for the duration of the original temporary vacancy. While working in the temporary position, 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.

11.06 An Employee's posted position shall be held for them while they are continuously absent due to illness or injury for a period of twenty-four (24) months, if they have not been terminated. After such time, the position shall be treated as a vacancy and re-posted.

If such Employee returns to work after a twenty four (24) month absence, they shall displace the junior person in the classification they came from (with the same number of hours previously worked), seniority permitting.

If there is no one in the classification that his/her seniority would permit them to displace, they shall be entitled to bump into another classification, seniority permitting, which they have the qualifications, skill and ability to perform the work.

11.07

Cook Postings

All cook vacancies will be posted as a Cook (as per Article 11 Job Transfer and Permanent Postings Process) and will be required to have the Labour Certificate of Qualification for Cook (LCQC) or 6000 hours of cooking experience as deemed by the Ministry of Skills and Development.

- (a) Should there be no applicants that hold the LCQC or 6000 hours cooking experience, the vacancy will be re-posted with the requirements of 4000 hours of cooking experience.
- (b) Should there be no applicants that hold the LCQC or 4000 hours of cooking experience, the Employer will post the position outside the bargaining unit.
- (c) Applicants with 4000 hours of cooking experience or incumbents with less than 6000 hours of internal cooking experience must make a commitment to successfully complete the exam for LCQC within six (6) months after completing the required 6000 cooking hours. Failure to do so, will result in the Employee being returned to:
 - (i) Their former classification/status, seniority permitting, or if no position is available,
 - (ii) A classification that such Employee has the qualifications to bump into, seniority permitting.

ARTICLE 12 - GRIEVANCE PROCEDURE

The intent of the grievance procedure is for the resolution of both individual, group or policy grievances arising from interpretation, application or alleged violation of the collective agreement.

12.01 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 endeavor to settle the dispute at Step I of the following procedure.

12.02 Step I (Intent)

To give the Employer and the Employee an opportunity to resolve an issue informally.

Application:

An Employee with a complaint must first take it up 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 shall have the assistance of a Committee Person,

unless the Employee declines such assistance. 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.

12.03 Step II (Intent)

To provide the Employee with a process to present and resolve a formal grievance.

Application:

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 Chairperson and Vice Chairperson and/or designate and submitted to the On Site **Administrator/Designate** for consideration. The On Site **Administrator/Designate** shall meet at the facility of the grievor, within ten (10) working days after receiving the grievance, with the Chairperson and Vice Chairperson and/or designate 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.

12.04 Step III (Intent)

To have a grievance reviewed by parties removed from direct involvement in the issue.

Application:

If **the** grievance is not satisfactorily resolved at Step II, it shall be submitted within fifteen (15) working days of the reply at Step II for consideration by the General Manager of Health and Family Services and the **Manager of Labour Relations**. The General Manager of Health and Family Services and the **Manager of Labour Relations** or their designates shall meet within five (5) working days after receiving the grievance, with a representative of the National or Local Union and Employee concerned. The Employer and the Union may each have *two* additional representatives at such meeting. Following such meeting, the General Manager 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.

12.05 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 13 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.

- 12.06 Any time limit or procedure in this Collective Agreement may be extended **or** abridged by the mutual agreement of the parties in writing.
- 12.07 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.
- 12.08 Group Grievance
- Where an issue relating to the interpretation, application or alleged violation **of** the collective agreement affects more than one (1) Employee such that they each would be entitled to file a grievance, the Employees shall file a group grievance signed by the Chairperson or 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.
- 12.09 Policy Grievance
- A policy grievance is one which alleges a misinterpretation or violation of a 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.
- 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 12 and 13 shall apply.
- 12.10 A grieving Employee and a Chairperson and Vice Chairperson **or** designate 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 Chairperson and Vice Chairperson **or** designate shall receive **his/her** basic rate of pay for time lost during **his/her** regularly scheduled working hours for attending such meetings.
- 12.11 **For** the purposes of Article 12 and 13, working days shall not include Saturdays, Sundays and holidays as prescribed by Article 20.01 of the Collective Agreement.

ARTICLE 13 - ARBITRATION

- 13.01 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 12 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**.

13.02 The referral to arbitration shall be to a single Arbitrator unless the parties mutually agree in writing to a Board of Arbitration. The following procedure for the selection of an Arbitrator shall be as follows:

It shall be the responsibility of the party desiring Arbitration to so inform **the** other party in writing with a list of five (5) Arbitrators for consideration. Within ten working days of the receipt of the list of recommended Arbitrators, the other party will either accept one Arbitrator from the list or submit a list of five (5) Arbitrators to the aggrieved party for consideration. If no single Arbitrator can **be** agreed on from the list, either party may request the Ontario Minister of Labour to name an Arbitrator.

13.03 The decision of the Arbitrator shall be binding on both parties and any Employee affected by it.

13.04 The Arbitrator shall not have any power to add to, substitute, subtract from or modify any of the terms of this agreement. The Arbitrator however, with respect to a grievance involving a penalty, shall be entitled to modify or set aside such penalty.

13.05 The expense of the Arbitrator shall be shared equally by both parties.

13.06 No person may be appointed as an Arbitrator who has been involved in an attempt to settle the grievance.

ARTICLE 14 – DISCHARGE OR SUSPENSION

14.01 (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 **Chairperson** 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 **record with the Employer**. 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 12 and 13.

(b) The Employer may discharge a probationary Employee for any reason unless it is shown that the discharge was made in bad faith.

14.02 Management personnel, when imposing disciplinary action for a current incident, will not take into account prior disciplinary action that occurred more than eighteen (18) months previous to such incident. This provision does not apply to prior disciplinary action involving resident abuse.

ARTICLE 15 - STRIKES AND LOCK-OUTS

15.01 It is mutually agreed that no strikes will be permitted by the Union and no lockout 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.

16.02 (a) 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. Full-time Employees shall be entitled to every other weekend off.

(b) Permanent part-time Employees shall be entitled to every other weekend off, unless the Employee requests additional hours.

(c) Casual part-time Employees must show availability to work three out of four weekends.

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. 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 (a) Any Employee reporting to work within one (1) hour of being called into work shall receive payment for a minimum of four (4) hours at regular rates or payment for time actually worked if such is greater than the minimum payment required by this clause.
- (b) If an Employee is called into to work to replace an Employee who fails to report at the commencement of his/her scheduled shift, and such Employee reports within one hour of being called and works the entire shift, then such Employee will be paid the entire shift.
- 16.06 (a) 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.
- (b) 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 without appropriate notice.
- 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 that 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 fifteen (15) minute rest period.
- 16.09 (a) A scheduled shift shall be a minimum of four hours.
- (b) Work schedules shall be prepared and posted (2) weeks in advance. If such schedule is changed, Employees who are affected thereby, shall be notified verbally by the Supervisor at least twenty-four (24) hours before such change is implemented except in the case of an emergency.

- 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.
- 16.11 Schedules shall be placed in a secure, confidential area accessible to staff only.
- 16.12 Overtime shall be offered by seniority to the Employees in the classification who normally perform the work to be done. (Refer to Letter of Understanding #2 – Scheduling)

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 **until the employee turns 65**. 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) Employees Health Life Benefits

Extended Health Coverage

- Deductible- Nil
- Reimbursement- 100%
- Prescription Drugs – Managed Health Care 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:
 - (i) Physiotherapist or qualified sports therapist – **limited** to reasonable and customary charges (unlimited maximum) for Employees and a maximum of \$500 per calendar year per eligible dependant.
 - (ii) Clinical Psychologist

- initial visit	\$100
- subsequent visits	\$80
- max. amount per calendar year	\$420
 - (iii) Masseur

- per treatment	\$15
- max. amount per calendar year	\$300
 - (iv) Speech pathologist
(when authorized by a physician or dentist)

- initial visit	\$60
- subsequent visits	\$40
- max. amount per calendar year	\$260

(v)	Chiropractor*	- per visit	\$15
		- max. amount per calendar year	\$300
		- x-rays per calendar year	\$50
(vi)	Osteopath* Chiropodist Naturopath Podiatrist*	- per visit	\$15
		- max. amount per calendar year (each practitioner)	\$300
(vii)	Dietitian (nutrition counseling when authorized by a physician or dentist)	- initial visit	\$25
		- 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.

(B) - Hospitalization

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

(C) 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.

(D) 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

(E) Life Insurance

- 2 times annual salary

(F) AD & D

- Equal to life

(G) Optional Life Insurance

- Maximum of \$200,000 in \$10,000 increments.
- Employee paid
- Evidence of insurability must be completed and approved

(H) 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.

(I) Retiree and Surviving Spousal Benefits

- (a) 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.
- (b) The Employer shall pay Health Benefits as outlined in Article 17.01 (a) to age sixty-five (65) for Employees **who turn 65 or** who take early retirement as per the OMERS eligibility criteria with the exception of:
 - Life Insurance
 - AD & D
 - LTD
- (c) 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).
- (d) 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.

- (e) 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 Post 65 Benefits

It is agreed and understood that once an employee turns 65, they will be entitled to the following benefits:

Life Insurance – as per 17.01 (l) (v)

Extended Health Care – as per 17.01 (a) and (b) only

Dental Care – as per 17.01 (d) only

Long Term Disability - coverage will cease at 65

Accidental Death and Dismemberment (AD&D) – coverage will cease at 65

Extended Sick Leave – Maximum accumulation of 60 days in sick bank

17.04 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.

17.05 OMERS Information

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

17.06 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.

17.07 Sick Leave Plan

- (a) 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 **until the employee turns 65. After which time, the maximum accumulation of sick leave credits will be reduced to sixty (60) days.**
- (b) 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.
- (c) 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.

17.08 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.

17.09 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.

17.10 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.

17.11 All Employees absent due to illness or injury shall ensure that they notify the Administration office of the Home 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.

17.12 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 at least twenty-four (24) hours notice prior to the beginning of their next scheduled shift. 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.

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

17.14 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 ten cents (\$0.10) 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 seniority status.
- 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 full-time and part-time Employees must indicate their vacation preferences for the following periods:

Period 1: January 16 through May 31

All Employees must indicate their vacation preference for this period **before** October 1st. The Employer will **confirm or deny** the vacation schedule **in the vacation book** for this period on November 1st.

Period 2: June 1 to September 15

All Employees must indicate their vacation preference for this period **before** April 1st. The Employer will **confirm or deny** the vacation schedule **in the vacation book** for **this** period on May 1st.

Period 3: September 16 to January 15

All Employees must indicate their vacation preference for this period **before** July 1st. The Employer will **confirm or deny** the vacation schedule **in the vacation book** for this period **on** August 1st.

Application of Vacation Process:

- (i) The Employer shall grant such requests based on seniority by the unit/department subject to operational requirements.
- (ii) Vacations confirmed by the above deadlines shall not be altered to accommodate subsequent vacation requests from other Employees.
- (iii) Subsequent vacations requests made after the specific deadlines for opening left in Periods 1, 2 and 3 above shall be granted **on a first come first serve basis** subject to operational requirements and will be **approved or denied within two weeks of the request.**
- (iv) In the event that an Employee has a personal medical situation that would prevent them from taking their scheduled vacation, they may request that their vacation be rescheduled at a mutually agreeable time.
- (v) Should a paid holiday fall within a full-time Employee's approved vacation period it will be granted.

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 purpose of this Article, continuous service shall be broken only if one of the instances set out in Article 7.05 occurs.

(b) 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 up to twenty-six (26) 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 While on vacation] if a full-time Employee is admitted to a hospital as a bed/out patient and the illness/injury is five days or longer and significantly impacts on the Employee's vacation] then he/she may be granted alternative vacation days equivalent to the number of vacation days lost (excluding non-scheduled work days). The alternative days are taken at a time mutually agreed 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>
(i) <u>under 5,700</u>	4%	2 weeks
(ii) <u>5,700 to 13,299</u>	6%	3 weeks
(iii) <u>13,300 to 28,499</u>	8%	4 weeks
(iv) <u>28,500 to 47,499</u>	10%	5 weeks
(v) <u>47,500 and over</u>	12%	6 weeks

(b) Part-time employees shall **normally** request vacation in one week increments. **Individual requests shall be considered outside of Period 2: June 1 to September 15 based on operational requirements.**

(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 addition, full-time Employees will be entitled to one personal paid day to be taken at a time mutually agreed upon by the Employee and the immediate supervisor.
- (c) 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. The alternate day off to be taken within twelve (12) weeks after the holiday upon mutual agreement between the Employer and the Employee. 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 (2.5) times his/her normal rate of pay for each hour worked beyond the first seven and one-half (7.5) hours.
- (c) If a paid holiday falls within a full-time Employee's normal schedule/rotation, they shall have the option to either work the holiday with the appropriate pay and an alternate day off or to request the holiday off. Requests for the holiday off must be made prior to the work schedule being posted for that period.

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 Part-time Employees scheduled to work on the holidays set out in Article 20.01 (a) shall be entitled to two times their regular hourly rate 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 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 the Home. Such notes shall be submitted by the Chair 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 - GENERAL

- 23.01 The Employer shall pay the cost of printing of the collective agreement and each Employee shall be supplied a copy.
- 23.02 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.

23.03 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 \$4.25 as of January 1, 2003. As of January 1, 2004, this amount will increase to \$5.00.

23.04 Parking

Employees shall be entitled to 'free parking' at the Homes for the life of this agreement.

23.05 Mileage Allowance

Where Employees are authorized to use their own vehicle on approved Corporation business, they shall be paid a 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.

23.06 It is agreed that all letters and schedules attached hereto shall form part of the collective agreement.

ARTICLE 24 - WAGES

24.01 The regular hourly rates of pay for the current job classifications covered by this Collective Agreement are set out in Schedule "A".

24.02 Employees shall be paid the rate for the classification to which they are assigned or posted unless provided otherwise in this agreement.

24.03 Employees will be paid on a bi-weekly basis on Fridays by direct deposit.

24.04 Shift Premium

All Employees performing shift work shall receive a shift premium for all hours worked between 2:30 p.m. and 6:30 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 \$0.60 cents per hour.

24.05 Weekend Premium

Effective January 1, 2003, there will be a weekend premium of \$0.25 cents per hour for all hours worked between Friday at 2:30 p.m. and Monday at 6:30 a.m. Effective January 1, 2004 the weekend premium will be \$0.50 cents per hour. Effective January 1, 2005 the weekend premium will be \$0.75 cents per hour.

24.06 **The employer shall pay the full cost of annual professional registration for Registered Practical Nurses.**

ARTICLE 25- DURATION

- 25.01 This agreement shall become effective on **January 1, 2006** and shall remain in effect until December **31, 2008** 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 22nd day of January, 2008.

For the Employer:

Collen Wilson
Paul W. Norton
De Ann
Georgina Key

For the Union:

Robert Jensen
Lyn McLaughlin
K.D.
Deborah Harris
Elizabeth M. ...
Suzanne Baylis

SCHEDULE "A"

		01-Jan-06	01-Jan-07	01-Jan-08
		3.00%	3.00%	2.50%
Adjuvant	Entry	\$14.67	\$15.30	\$15.68
	after 12 months	\$15.55	\$16.21	\$16.61
	after 24 months	\$19.82	\$20.60	\$21.12
Certified Cook	Entry	\$15.79	\$16.70	\$17.12
	after 12 months	\$16.74	\$17.68	\$18.12
	after 24 months	\$21.33	\$22.41	\$22.97
Dietary Aide Housekeeping Aide	Entry	\$13.85	\$14.75	\$15.12
	after 12 months	\$14.69	\$15.61	\$16.00
	after 24 months	\$18.72	\$19.76	\$20.25
Laundry Aide	Entry	\$14.20	\$14.63	\$15.00
	after 12 months	\$15.06	\$15.51	\$15.90
	after 24 months	\$19.19	\$19.76	\$20.26
Maintenance	Entry	\$14.09	\$16.74	\$17.16
	after 12 months	\$14.94	\$17.61	\$18.05
	after 24 months	\$19.04	\$21.85	\$22.39
Health Care Aide	Entry	\$16.97	\$18.44	\$18.90
	12 months	\$17.99	\$19.49	\$19.98
	24 months	\$22.30	\$23.93	\$24.53
RPN	Entry	\$16.97	\$18.44	\$18.90
	12 months	\$17.99	\$19.49	\$19.98
	24 months	\$22.30	\$23.93	\$24.53

"2007 and 2008 Rates include Pay Equity Adjustments"

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, 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: _____

Employer's Signature: _____

LETTER OF UNDERSTANDING#1

BETWEEN:

THE MUNICIPALITY OF CHATHAM-KENT

- AND -

**CANADIAN AUTO WORKERS (CAW-CANADA)
LOCAL 127**

RE: CMI REVIEW

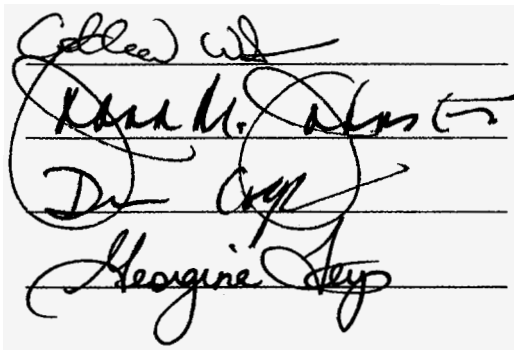
The Employer agrees to meet with the Union as part of the Labour/Management process to:

- (i) review what the CMI and CMM are, and the potential tremendous impact of these factors on staffing level;
- (ii) review the importance of charting and charting results on the CMI and CMM;
- (iii) review the annual CMI results and to discuss the implications (if any) of a changed CMI; and
- (iv) identify and propose alternatives to any actions that the Home may be planning.

It is understood and agreed that nothing in this letter is intended to inhibit any action the Employer may take consistent with the provisions of the Collective Agreement.

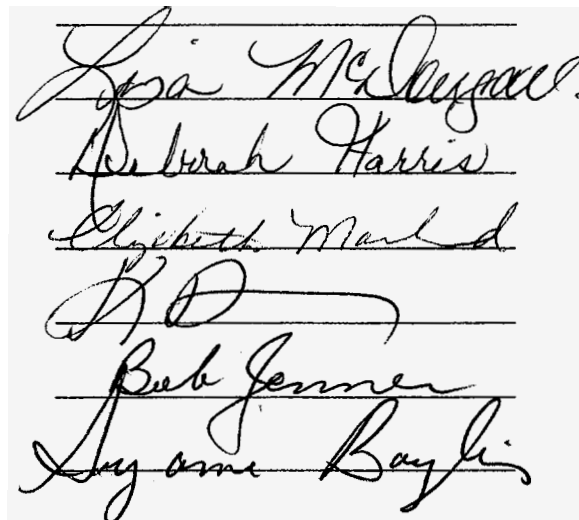
AGREED this 22nd day of January, 2008

For the Employer:



Three handwritten signatures in black ink on a white background. The signatures are: "Colleen", "David M. [unclear]", and "Georgina [unclear]".

For the Union:



Five handwritten signatures in black ink on a white background. The signatures are: "Lisa McKeown", "Deborah Harris", "Elizabeth Mard", "B.D.", and "Bob Jenner".

LETTER OF UNDERSTANDING#2

BETWEEN:

THE MUNICIPALITY OF CHATHAM-KENT

-AND-

CANADIAN AUTO WORKERS (CAW-CANADA)
LOCAL 127

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

Intent

The Homes will be divided into work locations by **Floor for Nursing and then by** departments.

Process

1. Full-time Employees shall be given an opportunity to select a work **location/ unit/department** and work schedule, within their classification, by seniority.
2. Part-time Employees shall be given the opportunity to select by seniority various mini-rotations not to exceed 22.5 hours per week, within their classification and within a **unit/department**.
3. The remaining regularly available shifts shall be distributed giving shifts to the Employee, as close to twenty-two and one-half (22 ½) hours as possible, then to the next senior Employee, as close to twenty-two and one-half (22 ½) hours as possible, but not to exceed 24 hours, and so on, until all the remaining regularly available shifts are given out.
4. This process will continue within the **unit/departments** with subsequent thresholds being twenty-eight (28) hours and up to thirty-seven and one-half (37.5).
5. Call-in work is defined as replacement for sick leave, bereavement or unscheduled **requests/emergencies after** the schedule has been posted. A separate call-in list consisting of casual staff will be maintained for each work **location/unit/department**.
6. Call-in work will be assigned in accordance with the procedure outlined in #3 and #4 above.
7. An Employee who:
 - (a) (i) accepts a shift;
 - (ii) refuses a shift;
 - (iii) can not be contacted for call in

will be credited with the number of hours offered.

- (b) An Employee who refuses a shift which starts within eleven (11) hours of his/her last shift worked will not be credited with the number of hours offered on that shift.

8. Pre-overtime Procedure

- (a) Hours in the nursing units will be offered by seniority within the unit, first up to 37.5 hours per staff, then the following process will be followed.
 - (i) **Floor #2** will first offer hours in **Floor #3**. If there is no one available in **Floor #3** then the hours will be offered to **Floor #4**.
 - (ii) **Floor #3** will first offer hours in **Floor #4**. If there is no one available in **Floor #4** then the hours will be offered in **Floor #5**.

This process will continue from **floor** to **floor** as outlined above.

- (iii) In the nursing units, should Employees within the same classification not be available, the work would be offered to other personal support workers or registered practical nurses.

- (b) In the other departments, hours will be offered by seniority.

9. 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/full-time** work assignments.

10. The Employer has the right to schedule casual Employees up to 24 hours per week at their discretion.

11. Overtime

- (a) Overtime will be allocated first by seniority to the Employees in the classification who normally perform the work to be done.
- (b) In the nursing units overtime will be offered as per (a) above, first by unit and then by the following:
 - (i) **Floor #2** will first offer hours in **Floor #3**. If there is no one available in **Floor #3** then the hours will be offered to **Floor #4**.
 - (ii) **Floor #3** will first offer hours in **Floor #4**. If there is no one available in **Floor #4** then the hours will be offered in **Floor #5**.

This **process** will continue **from floor** to **floor** as outlined above.

The parties agree to meet on a regular basis to discuss scheduling issues. Any future changes to this letter will be mutually agreed.

Agreed this 22nd day of January, 2008

For the Employer:

For the Union:

Colleen [unclear]
[unclear]
[unclear]
Shirley [unclear]

Lisa McDougall
Deborah Harris
Elizabeth Marshall
[unclear]
Babe Jenner
Suzanne Baylis

LETTER OF UNDERSTANDING#3

BETWEEN:

THE MUNICIPALITY OF CHATHAM-KENT

- AND -

CANADIAN AUTO WORKERS (CAW-CANADA)
LOCAL 127

RE: PERSONAL CARE GIVER

It is agreed that Employees holding a RPN certificate or a RN diploma which either has been renewed within the last 10 years, are qualified to work in the Personal Care Giver Classification.

Upon ratification, yearly registration will not be required and such Employees will be recognized as certified Personal Care Givers.

AGREED this 22nd day of January, 2008

For the Employer:

For the Union:

Colleen White
Deborah Harris
Debra
Georgia Stey

Lisa McDougall
Deborah Harris
Elizabeth Marshall
K.D.
Bob Jenner
Suzanne Bayli