

UNIT NO. N633/633A

COLLECTIVE AGREEMENT

BETWEEN

**THE CORPORATION OF THE COUNTY OF ELGIN
AT BOBIER VILLA**

- A N D -

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n**

EFFECTIVE: JANUARY 1st, 2006

EXPIRY: DECEMBER 31st, 2009

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THIS AGREEMENT MADE THE ___ DAY OF _____ 2007.

BETWEEN:

**THE CORPORATION OF THE COUNTY OF ELGIN
(hereinafter called "The Employer")
WITH RESPECT TO THE CORPORATION'S EMPLOYEES
AT THE BOBIER VILLA**

AND:

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1.0n
(hereinafter called "The Union")**

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

1.01 The general purpose of this Agreement is to establish orderly collective bargaining relations between the Employer and its employees at the Bobier Villa and to provide an orderly procedure for the disposition of grievances and to define working conditions and terms of employment for all employees who are covered by the provisions of this Agreement.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole Collective Bargaining Agent for:

All employees of the Corporation of the County of Elgin at its Bobier Villa, at the Municipality of Dutton/Dunwich, save and except Supervisors, persons above the rank of Supervisor, Registered Nurses, Office Staff, and Students employed during the school vacation period.

2.02 This Agreement shall not apply to residents of the Bobier Villa who perform services as therapy, provided, however; that the use of residents as outlined above shall not be used to reduce the number of staff.

2.03 The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, place of residence, family relationship, handicap, nor by reason of his/her membership or activity in the Union, or in the exercise of his/her rights in this Agreement.

There shall be equal pay for work of equal value regardless of sex or any of the above factors.

2.04 The Employer agrees to bargain only with the Union concerning employees in the bargaining unit described in Clause 2.01 and the Employer undertakes that it will not enter into any other agreement with the said employees either individually or collectively, which will conflict with any of the provisions of this Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

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

3.01 Maintain order, discipline and efficiency.

3.02 Establish and enforce rules and regulations necessary to maintain order, discipline and efficiency and generally governing the conduct of the employees, provided these rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to introducing new rules and regulations the Employer will inform the Union Committee of such rules and regulations.

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

3.04 Exercise any of the rights, powers, functions or authority which the Employer had prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement, and without restricting the generality of the foregoing, the Employer retains the right to generally operate the Home in a manner consistent with the obligations of the Home to the general public in the community served.

3.05 Refuse to carry out any term of this Agreement in case of any labour dispute or condition arising beyond the control of the Employer.

3.06 Reserve the right to limit, prohibit, prevent or otherwise control political activity on the Employer's premises.

ARTICLE 4 - STRIKES AND LOCKOUTS

4.01 There shall be no strike or lockout so long as this Collective Agreement continues to operate. The word "strike" and the word "lockout" shall have the meaning as set forth in the *Labour Relations Act* of Ontario.

ARTICLE 5 - UNION COMMITTEE AND STEWARDS

5.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Union Committee composed of not more than three (3) members and the Employer will recognize the said Committee in all matters properly arising from time to time under the terms and during the continuance of this Agreement, including the negotiations for, or renewal of, this Agreement.

5.02 The Employer acknowledges the right of the Union to appoint or otherwise select four (4) stewards.

5.03 It is agreed that the Union Representative of Local 1.0n, Service Employees International Union may be present with the Union Committee or Stewards at their request during any meeting with the Employer.

5.04 The Union acknowledges and agrees that Members of the Union Committee and Stewards have regular duties to perform in connection with their employment and all activities of Members of the Committee and Stewards will be carried on outside regular working hours unless otherwise mutually agreed or as otherwise provided for under this Agreement. The Employer shall pay for any lost-time earnings by employees, Union Committee Members and Stewards for time spent at any Union-Employer meetings. These would include grievance meetings up to, but not including arbitration. The employer agrees to pay for all time spent at negotiations up to, but not including arbitration. Payment will never put the employer in a premium pay situation.

5.05 Employees shall be eligible to serve as Stewards or Members of the Union Committee upon completion of their individual probationary period.

5.06 The Union Committee and the Employer shall meet every other month at times mutually agreed upon, providing there is business for their joint consideration. Necessity for a meeting will be indicated by a letter from either party to the other party, containing an agenda of subjects to be discussed.

5.07 The Union agrees to supply the Employer with the names of the Stewards and Union Committee Members and will keep such list up to date at all times.

5.08 An employee, subject to discipline, including verbal warnings, shall have the right to the presence of a Union Steward or Committee Member at the time the disciplinary action is taken if he/she so chooses. The Employer shall inform the employee of his/her right to such representation.

5.09 A Steward or Committee Member may be called upon during working hours to attend to Union business. In such cases the Steward or Committee person must obtain the permission of the supervisory person and to report back to that person upon returning to work. Such permission will not be unreasonably withheld.

5.10 **Joint Health and Safety Committee**

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

A joint management and employees Health and Safety Committee of four (4) members shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least every three (3) months. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union representative.

Two (2) representatives of the joint Health and Safety Committee, one from management and one from the employee on a rotating basis designated by the employees, shall make inspections of the work place and equipment before a meeting and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury.

Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him/her on his/her inspections.

Scheduled time spent in all such activities related to the Joint Health and Safety Committee, meetings, inspections etc., shall be considered as time worked and paid for by the Employer.

The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from The Workplace Safety and Insurance Board, as supplied for disclosure, relating to the number of work accident fatalities, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workplace Safety and Insurance Board may decide to disclose.

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

5.11 **Health and Safety Reports**

It is agreed that the Committee will be structured in accordance with the provisions of Article 5.10. It was further agreed that the Union Representative will receive copies of all minutes of said Committee.

ARTICLE 6 - COMPLAINT PROCEDURE

- 6.01 It is the mutual desire of the parties hereto that complaints of employees will be adjusted as quickly as possible and it is understood that an employee has no grievance unless the complaint has been referred to his/her immediate supervisor within ten (10) calendar days of the commencement of the occurrence causing the complaint. In making the complaint to his/her Supervisor, the employee may, if he/she so requests, be accompanied by his/her Steward.
- 6.02 It is understood that an employee has no grievance until he/she has first given his/her immediate Supervisor an opportunity of adjusting his/her complaint.
- 6.03 The employee's Supervisor shall give an oral decision to the complainant within seven (7) calendar days.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 **Definition** - For the purpose of this Agreement, "Grievance" is defined as a dispute, claim, or complaint involving the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 7.02 **Procedure** - The Grievance Procedure shall be as follows: if an employee believes that a complaint has not been satisfactorily adjusted, the complaint will be reduced to writing on a standard Union Grievance Form and will, wherever possible, contain the Article(s) allegedly violated and shall be deemed to be a Grievance.
- 7.03 **Step 1** - The written grievance signed by the employee shall be presented to his/her immediate Supervisor within fourteen (14) calendar days of the Supervisor's reply to the complaint. The Steward of the aggrieved employee may, at the request of the grievor, be present when the grievance is presented to the immediate Supervisor. The Supervisor shall reply in writing within seven (7) calendar days following receipt of such grievance.
- Step 2** - In the event the employee is not satisfied the aggrieved employee, accompanied by a Union Representative within ten (10) calendar days of the Supervisor's reply, may refer the grievance to the Director of Homes and Seniors' Services or his/her designated representative. Should no settlement satisfactory to the employee be reached within seven (7) calendar days, the next step in the Grievance Procedure may be taken at any time within seven (7) calendar days thereafter.
- Step 3** - Failing a satisfactory settlement in Step 2, the aggrieved employee may

submit his/her grievance to the Employer for discussion at a special meeting of the Union and the Management Committees and the Director of Human Resources. The special meeting shall take place within ten (10) calendar days following the submission of the grievance to the Employer or at a time mutually agreed upon in writing. The reply of the Employer shall be given within seven (7) calendar days following such meeting.

Step 4 - If the grievance is not settled to the satisfaction of the employee, then the grievance may be referred to arbitration providing any such notice of appeal must be filed with the Director of Homes and Seniors' Services or his/her designated representative, within ten (10) calendar days of the reply of the Employer under Step 3.

7.04 No grievance may be submitted to arbitration which has not been properly carried through all previous Steps of the Grievance Procedure within the specified time limits.

ARTICLE 8 - ARBITRATION

8.01 If either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party and shall contain the name of such party's nominee to the Board of Arbitration. The other party shall within ten (10) calendar days thereafter nominate its member to the Board of Arbitration and the two so nominated shall endeavour within ten (10) calendar days after their appointment to agree upon a third person to act as Chairperson of the Board of Arbitration. If the parties are unable to agree, a third person shall be appointed by the Office of Arbitration, Ministry of Labour.

8.02 (a) No matter may be submitted to arbitration which has not been properly carried through all previous Steps of the Grievance Procedure within the time limit in the manner provided.

(b) An arbitrator or arbitration board may extend the time for the taking of any Step in the Grievance Procedure under this Collective Agreement, notwithstanding the expiration of such time, where the arbitrator or arbitration board is satisfied that there are reasonable grounds for the extension and that the opposite party will not be substantially prejudiced by the extension.

8.03 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.

8.04 Each of the parties hereto shall pay the expense of their own nominee and one-half of the fees and the expenses, if any, of the Chairperson.

8.05 The Board of Arbitration shall not have jurisdiction to alter or change any of the provisions of this Agreement nor to substitute any new provisions thereof, nor to give any decisions inconsistent with the terms and provisions of this Agreement, nor

to deal with any matter not covered by this Agreement and shall make a decision in conformity with the terms of the submission to arbitration, which means that the Board shall interpret the actual rights of the parties to the Agreement.

- 8.06 Proceedings before the arbitrators shall be expedited by the parties hereto. The decision of the Board of Arbitration shall be final and binding on both parties to this Agreement.
- 8.07 Any grievance involving the interpretation or application of this Agreement which has been disposed of hereunder shall not be made the subject of another grievance.
- 8.08 Nothing in this Agreement shall prevent the parties to this Agreement from agreeing on a single arbitrator to hear and decide any matter which may be referred to arbitration. If the parties agree to the use of a single arbitrator then the cost of such arbitrator shall be shared equally by the parties.
- 8.09 At any stage of the complaint or Grievance Procedure, including arbitration, the parties may have the assistance of the employee or the employees concerned as witnesses.

ARTICLE 9 - GRIEVANCES BY EMPLOYER OR UNION (POLICY GRIEVANCE)

- 9.01 Any difference arising directly between the Employer and the Union involving the interpretation or alleged violation of this Agreement may be submitted in writing by either party and dealt with as a grievance in the following manner:
- 9.02 In the case of such grievance by the Union it is to be submitted to the Director or his/her designated representative, who shall provide a written answer within ten (10) calendar days after its presentation. Within ten (10) calendar days after receipt of the decision of the Director or his/her designated representative, the grievance may be processed through Step 3 of the Grievance Procedure and may be submitted to arbitration in accordance with the arbitration provisions of this Agreement.
- 9.03 In the case of such grievance by the Employer, it shall be presented in writing to the Union and the parties shall within ten (10) calendar days thereafter meet to discuss such grievance. The Union shall provide its answer to the Employer in writing stating reasons within ten (10) calendar days of such meeting. Failing settlement, the Employer may submit the grievance to arbitration in accordance with the arbitration provisions of this Agreement.
- 9.04 It is understood that no party has a Policy Grievance unless the Policy Grievance has been referred to the other party as herein provided within fourteen (14) calendar days of the commencement of the occurrence causing the Policy Grievance.
- 9.05 It is understood that no complaint may be treated as a Policy Grievance which is properly the complaint of an employee(s), which complaint shall be processed under the Complaint and Grievance Procedure as provided in Articles 6 and 7.

ARTICLE 10 - DISCHARGE CASES

- 10.01 A claim by a permanent employee that he/she has been unjustly discharged shall be treated as a special grievance, if a written statement of such special grievance is lodged by the employee.
- 10.02 Such special grievance to be considered, must be presented to the Director or his/her designated representative by a member of the Union Committee within seven (7) calendar days after the employee ceased to work for the Home or receipt of discharge notice, whichever first occurs.
- 10.03 A special meeting between the Union Committee and the Employer's Management Committee will be held within ten (10) calendar days of receipt of such special grievance or at any time mutually agreed upon and confirmed in writing by the parties.
- 10.04 Such special grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with or without compensation, or with or without loss of seniority, or in such other manner as is deemed just and equitable in the opinion of the conferring parties or a Board of Arbitration.
- 10.05 Failing settlement of such special grievance under the foregoing procedure, the grievance may be referred to arbitration within nine (9) calendar days of the reply of the Employer for final and binding settlement upon the parties.

ARTICLE 11 - UNION SECURITY

- 11.01 All present employees who are members of the Union shall remain members in good standing for the duration of their employment during the term of this Collective Agreement.
- 11.02 All new employees covered by this Agreement, on completion of their probationary period, may voluntarily become members of the Union and upon becoming members of the Union shall remain members in good standing for the duration of their employment as a condition of employment during the term of the Collective Agreement.
- 11.03 The Employer agrees that a Union Representative shall be given the opportunity of interviewing each new employee once upon completion of said employee's probationary period of employment for the purpose of informing such employee of the existence of the Union in the Home and of ascertaining whether the employee desires to become a member.
The Employer shall advise the Union from time to time as to the names and classifications of the persons to be interviewed and the time and place of such interview, the duration of which shall not exceed fifteen (15) minutes. The interview

shall take place on the Employer's premises, in a room designated by the Employer, and the employee shall report to this room for interview, during the interview period.

- 11.04 The Employer agrees to deduct Union Dues during the term of this Agreement from all employees on a bi-weekly basis, as duly designated by the Secretary-Treasurer of the Local Union, and to remit same within five (5) working days of each pay day to the Financial Secretary of the Local Union, Service Employees International Union, Local 1.0n.

The Employer shall, when remitting such dues, list the names and amount of dues of the employees from whose pay such deductions have been made.

The Employer will provide names, addresses and classifications of employees as in Article 11.03 and all employees in the bargaining unit at the present time and all new employees in the future, as well as the names and terminal dates of all terminating employees.

- 11.05 New employees shall have deductions for Union Dues made from the first pay of the month following the first thirty (30) calendar days of employment.

- 11.06 T-4 slips issued annually to employees shall show deductions made for Union Dues.

ARTICLE 12 - SENIORITY

- 12.01 Seniority is defined as continuous service with the Employer and will be acquired when a full time employee has worked forty (40) days, or in the case of part time employees, they have completed 320 worked hours of employment. Such seniority shall date from the commencement of employment and will accumulate thereafter. All employees will be regarded as probationary employees until they have acquired seniority as above provided.

An employee shall only be discharged for just cause, except that an employee who has not completed his/her probationary period may be released, based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

- 12.02 The Employer undertakes to observe seniority of employees with regard to promotion, demotion, transfers, layoffs and recalls, provided the senior employee is qualified and can perform the normal requirements of the job.

- 12.03 **Layoff** - Employees shall be laid off in reverse order of their seniority, provided the employees retained are qualified and can perform the normal requirements of the job.

The Employer shall provide a notice of layoff of one (1) week per year of service to a maximum of twelve (12) weeks, or shall pay an employee's pay in lieu of

such notice. Employees with less than twelve (12) months of service will be entitled to one (1) week notice or payment in lieu thereof. Should there be a partial or total shut down of the Home, the Union will be notified as soon as possible and meetings shall be arranged to discuss the timing and methods of layoff.

Recall - Employees shall be recalled in the reverse order of their layoff, provided they are qualified and can perform the normal requirements of the job.

12.04 Seniority lists will be posted on the Union bulletin board and will be revised February 15th and August 15th according to the records of the Employer. Seniority as posted will be deemed to be final and not subject to complaint unless such complaint is made within thirty (30) calendar days from the first date of posting of each new list.

12.05 The Employer will supply copies of the Seniority List to the Chairperson of the Union Committee and the Local Union Office.

12.06 Employees who are laid off will be retained on the Seniority List for a period of twenty-four (24) months. If during that period they are recalled to work, they must signify their intention to do so, within five (5) days (excluding Sundays and Holidays) of the date of the notice of recall, and shall, in fact, report within a further two (2) weeks, or they shall forfeit their claim of employment. Notice of recall shall be given by the Employer by sending a registered letter to the employee's last known address on the records of the Employer. The Home will give consideration to an employee who is unable to comply with this provision due to circumstances beyond the employee's control.

12.07 **Recording and Accumulating Seniority**

a) Employees in the full time bargaining unit will have their seniority recorded by the date of employment or transfer into the full time bargaining unit;

b) Employees in the part time bargaining unit will have their seniority recorded by hours worked from the date of employment or transfer into the part time bargaining unit;

c) Part time employees transferring into the full time bargaining unit will translate their seniority to an equivalent start date at the time of transfer (1600 hours = 1 year);

d) Full time employees transferring into the part time bargaining unit will translate their seniority to an equivalent of hours at the time of transfer (1600 hours = 1 year).

12.08 **Seniority Bumping Rights** - An employee laid off pursuant to clause 12.03 shall have the option of accepting the layoff, or shall have the right to displace the least senior employee in the level who:

- a) Is in any classification in a higher, same or lower level than the laid off employee, and where the laid off employee has the ability and qualifications to perform the work of that position, and requires no training other than orientation; and
- b) Has less seniority than the laid off employee;
- c) Any employees displaced through the above procedure shall have the right to displace an employee with less seniority in the bargaining unit, provided that the laid off employee has the present ability and qualifications to perform the work required by the Employer in the classification which the laid off employee seeks.

Where a position or positions become available in a classification or classification in which the layoff occurred, employees who retain seniority shall be recalled to positions in the classification from which they were laid off or displaced as a result of the exercise of the displacement procedure set out in 12.02 above, provided that he/she then has the ability to perform the available work.

No new employee shall be hired in the classification in which a layoff has taken place until laid off employees, who retain seniority and are eligible for recall as prescribed by this article have been given the opportunity to return to work.

12.09 **Loss Of Seniority And Deemed To Have Quit** - Loss of seniority and deemed to have quit for an employee will have taken place when any of the following occurs:

- 1) tendering of a resignation;
- 2) is laid off in excess of twenty-four (24) months;
- 3) is discharged for just cause and is not reinstated;
- 4) is on Workplace Safety and Insurance Board benefits in excess of thirty (30) months;
- 5) fails to report for work within seven (7) days after being notified by registered mail to the last known address in the Employer's possession following a lay off or fails to advise the Employer within five (5) days of their intention to report for work pursuant to such notification.
- 6) fails to return to work upon termination of an authorized leave of absence unless a reason satisfactory to the Home is given or utilizes a leave of

absence for purposes other than those for which the leave of absence was granted;

- 7) is off work on a non-compensable illness or injury in excess of thirty (30) months;
- 8) is absent for three (3) consecutive working days without notifying the Employer 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.

Note: The application of this clause will be consistent with the *Human Rights Code*.

12.10 **Portability of Service**

- 1) Service will be recognized as the date of Last hire in the County.
- 2) Service for vacation purposes will be portable.
- 3) Service for benefit entitlement (carrier waiting periods and pension qualifying) will be portable.

ARTICLE 13 - COMPASSIONATE LEAVE OF ABSENCE

13.01 In the event of the death of a member of an employee's spouse (defined by law), child, step child, parent, step parent, sister, step sister, brother and step brother, the Employer shall arrange leave with pay not to exceed five (5) working days, which shall include the day of the funeral and/or memorial service.

In the event of the death of a member of an employee's foster parent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandmother-in-law and grandfather-in-law, the Employer shall arrange leave with pay not to exceed three (3) working days, which shall include the day of the funeral and/or memorial service.

In the event of the death of an employee's aunt, uncle, niece or nephew, the Employer shall arrange leave with pay for one (1) working day which shall be the day of the funeral or memorial service. The Employer will give full consideration to granting additional time off without pay upon application by the employee.

13.02 It is understood that Article 13.01 pertains only to scheduled hours/shifts of work for part time employees.

13.03 Where there is a bereavement in the employee's immediate family as set out in Article 13.01 while the employee is on vacation leave, the employee shall be considered to be on bereavement leave for the bereavement provided the employee qualifies for bereavement leave under Article 13.01. The portion of the employee's vacation, if any, which is deemed to be bereavement leave under this provision will

not be counted against the employee's vacation leave credits and any rescheduling of vacation must be mutually agreed to between the Employer and the employee.

ARTICLE 14 - PERSONAL LEAVE OF ABSENCE

- 14.01 Upon receiving a written request the Employer may grant leave of absence without pay to any employee for legitimate personal reasons; confirmation of approval for the request to be provided by the employer. In the event of an emergency the requirement for advance written request will be waived
- 14.02 Employees who are on leave of absence will not be considered to be laid off and their seniority shall continue to accumulate during such absence.
- 14.03 Time spent by an employee in the attendance at courses, workshops, seminars, in-service staff meetings, etc. directly related to the employees employment at the Home and required by the Home, shall be deemed to be worked hours as set out in Article 18 - Hours of Work and remunerated accordingly.

ARTICLE 15 - UNION LEAVE OF ABSENCE

- 15.01 Union leave will be granted for seminars and conventions, subject to the following conditions:
- 1) A maximum of three (3) employees only will be granted such leave at one time;
 - 2) No employee shall be given such leave on more than four (4) occasions in a calendar year;
 - 3) Such leave of absence shall be for a maximum of fourteen (14) days;
 - 4) Applications for such leave of absence shall be made to the Director at least thirty (30) days in advance of such leave, which may be waived by mutual agreement under extenuating circumstances;
 - 5) Employees on Union leave of absence will be paid for such leave by the Employer. The Employer will then forward a statement of such costs to Local 1.on Union Office for reimbursement of the stated amount. The Union shall reimburse the Employer for such costs within a reasonable period of time.
- 15.02 Employees on leave of absence under this Article shall continue to accumulate all rights and privileges under this Agreement.

ARTICLE 16 – PREGNANCY AND PARENTAL LEAVE

- 16.01 **Pregnancy Leave** - In accordance with the *Employment Standards Act*, an employee shall be entitled to an unpaid leave of absence for pregnancy leave.

Such employee, further, shall not be terminated or laid off and her seniority shall continue to accrue as in Article 14.02.

A pregnant employee is entitled to at least 17 weeks of unpaid pregnancy leave if she has been employed with her employer for at least 13 weeks preceding the estimated day of delivery.

The leave may be commenced up to 17 weeks before the expected date of delivery, as per the doctor's certificate which she must furnish to her employer together with 2 weeks' notice in writing of the day she wishes her leave to commence (S.36).

The employee may be eligible for maternity benefits under Human Resources Development Canada.

Where an employee stops work because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, the employee must, within two weeks of stopping work, give the employer written notice of the date the pregnancy leave began or is to begin along with a certificate from her physician stating either the expected date of birth and that the complications arising from the pregnancy prevent the employee from performing her duties or the date of birth, still-birth or miscarriage and the date she was expected to give birth (S.37).

An employee who has given notice to begin pregnancy leave may change the notice to an earlier date or to a later date by giving the employer at least 2 weeks' written notice before the date the leave is to begin. (S.38d).

The pregnancy leave of an employee ends on the later of 17 weeks after the leave began or six weeks after the birth, still-birth or miscarriage. The pregnancy leave of an employee will end earlier than either of the days above where the employee gives the employer at least 4 weeks' written notice of the day she wishes to return to work (S.38).

On confirmation by Human Resources Development Canada of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee qualifying for pregnancy leave shall be paid the equivalent of not more than 80% of normal weekly earnings from all sources. It is intended that the Employer will pay the difference between any amounts received from other sources and 80% of the regular weekly rate. Such payment shall commence following completion of the unemployment waiting period and receipt by the Employer of the employee's unemployment insurance cheque stub and shall continue the payment bi-weekly for the period stated for pregnancy leave in the *Employment Insurance Act*.

An employee on pregnancy leave is not considered to be on the active payroll of the Employer.

The employer must continue contributions to benefit plans, providing the employee wishes to continue.

Seniority of the employee also continues to accrue during the pregnancy leave (S.38e(4)).

The employer must reinstate the employee, upon completion of the pregnancy leave, at the current rate of pay to the same or comparable position held at the commencement of the leave (S.38f).

An employer cannot intimidate, discipline, suspend, lay off, dismiss, or impose a penalty on an employee because the employee is or will become eligible to take, intends to take, or takes pregnancy leave (S.38g).

16.02 **Parental Leave** - In accordance with the *Employment Standards Act*, an employee shall be entitled to an unpaid leave of absence for parental leave. Such employee, further, shall not be terminated or laid off and his/her seniority shall continue to accrue as in Article 14.02.

Parent is defined to include 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 (S.35).

An employee who is a parent and has been employed with his or her employer for at least 13 weeks before the birth of a child, or 13 weeks before the child came into the parent's custody, care and control for the first time, is entitled to a 35 week unpaid parental leave.

Both parents are eligible to take a parental leave and each parent is eligible to take a 35 week unpaid parental leave.

Parental leave under Human Resources Development Canada shall be taken or shared by the mother and/or father if they qualify in accordance with the *Employment Standards Act* or other relevant legislation.

The parental leave of a mother who has taken pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody and care of the parent for the first time. This exception recognizes situations where the child is hospitalized after birth.

However, should the child first come home and then have to be hospitalized the parental leave will continue to run.

In all other cases (ie. for fathers and adoptive parents), the parental leave must begin no later than 35 weeks after the child is born or first comes into the custody and care of the parent (S.38a).

An employee who intends to take parental leave must give the employer at least 2 weeks written notice of the date the leave is to begin (S.38a). An employee who

has given notice to begin parental leave may change the notice to an earlier date by giving the employer at least two weeks written notice before the earlier date or to a later date by giving the employer at least 2 weeks written notice before the date the leave was to have begun (S.38d).

The above notice provision does not apply where the employee stops working because the child comes into the custody and care of the parent sooner than expected. In that situation, the employee must give the employer written notice that the employee wishes to take parental leave within 2 weeks of the intent to stop working and the parental leave begins on the day the employee stopped working (S.38d).

Parental leave ends 35 weeks after the leave began or on an earlier day if the employee gives the employer at least 4 weeks' written notice of the day he or she wishes to return to work (S.38c).

On confirmation by Human Resources Development Canada of the appropriateness of the Home's Supplemental Unemployment Benefit (SUB) Plan, an employee qualifying for parental leave shall be paid the equivalent of not more than 80% of normal weekly earnings from all sources. It is intended that the Employer will pay the difference between any amounts received from other sources and 80% of the regular weekly rate. Such payment shall commence following completion of the unemployment waiting period and receipt by the Employer of the employee's unemployment insurance cheque stub and shall continue the payment bi-weekly for the period of thirty (30) weeks.

If a further leave of absence is required by the adoption agency concerned, the employer may grant such leave for a further period not in excess of a maximum of six (6) months, which leave shall not be arbitrarily withheld. After the initial period as stated in the *Employment Insurance Act*, the employee may arrange with the Employer to continue benefit coverage under any or all of these plans by paying to the Employer the total cost of the premium for each benefit plan prior to the due date on which the premium is due under each plan. Benefit coverage may be continued only if there is provision to do so under the terms and conditions of each plan.

The employer must continue contributions to benefit plans, providing the employee wishes to continue.

Seniority of the employee also continues to accrue during the parental leave (S.38e(4)).

The employer must reinstate the employee, upon completion of the parental leave, to the same or a comparable position and current rate of pay held at the commencement of the leave (S.38f).

An employer cannot intimidate, discipline, suspend, lay off, dismiss, or impose a penalty on an employee because the employee is or will become eligible to take,

intends to take, or takes parental leave (S.38g).

- 16.03 Employees while on such leave shall continue to accumulate seniority as per Article 12.07 of the Collective Agreement and specifically for part time twenty-four (24) hours per week.

ARTICLE 17 - JURY DUTY

17.01 Jury/Witness Duty

An employee participating in Jury Selection, serving as a Juror or who has been subpoenaed as a Crown Witness shall receive the difference between his/her Jury or Witness pay and his/her regular pay for the lost time while serving in one of those capacities. A subpoena or legal notice of Jury Selection, Jury or Witness Duty will be provided to the Employer in such an instance of Jury Selection, Jury or Witness Duty. The employee shall provide the Employer proof of hours engaged in Jury Selection, on Jury Duty or as a Witness and proof of payment thereof.

It is understood that this Article pertains only to scheduled hours/shifts of work for part time employees.

ARTICLE 18 - HOURS OF WORK

- 18.01 The normal work day shall consist of eight (8) hours with thirty (30) minutes allowed on each eight (8) hour shift for lunch without loss of pay.
- 18.02 It is understood that employees may be required to work up to and including, seven (7) consecutive days. Every employee shall receive two (2) consecutive days off except in departments where posted work schedules provide otherwise.
- 18.03 Except where it is possible to schedule straight weekends off, or every other weekend off, employees shall be scheduled so as to have every third weekend off, the term weekend to mean Saturday and Sunday. In special circumstances the Employer may ask an employee to work an extra weekend after making reasonable effort to try to arrange for a part time employee to fill the job.
- 18.04 The Employer will post schedules two weeks in advance covering a six (6) week period and such schedules shall remain posted for the duration of the schedule. Subject to Clause 18.05, there will be no changes without the consent of the Employer and the employees who may be affected by any changes in a posted schedule. The employee's regular days off apply only to the six (6) week schedules and should in no way be considered to be permanent.

A request by an employee for a change of scheduled working hours must be submitted, a minimum of four (4) days in advance in writing and co-signed by the willing employee to exchange the shift. Such change initiated by the employee will not result in additional costs to the Home. All such exchanges must have the approval of the immediate supervisor or designate.

- 18.05 The Employer does not guarantee to provide work for any employee for regularly assigned hours or for any other hours.
- 18.06 There shall be a minimum of eleven (11) hours off for call-in's and scheduling in all departments for an employee between the end of a shift of work and the start of the next shift of work, unless otherwise mutually agreed upon between the Employer and employee. Should an employee be required to work a shift of work, or any hours of work, within less than this eleven (11) hours minimum, then premium pay of one and one-half (1½) times regular pay shall be paid, for all such hours of work by an employee.
- 18.07 In order to schedule part time shifts in a fair and equitable manner, the Employer will post the schedule two (2) weeks in advance in order to allow all employees the opportunity to review the schedule and if any errors have been made, give the Employer the time to make any changes. Such schedules shall remain posted for the duration of the schedule.

It is further understood that in the event an employee is able to return from a leave earlier than originally expected, that employee will have his/her regularly scheduled shifts returned.

It is further understood that part time employees shall be entitled to at least one weekend off in three (3), the same as full time employees under Article 18:03 (full time).

- 18.08 **Rest and Meal Periods** - Employees shall be granted the following rest and meal periods with pay:
- a) Four (4) hour shift = fifteen (15) minute break
 - b) Five (5) hour shift = thirty (30) minutes meal break
 - c) Six (6) or seven (7) hour shift = fifteen (15) minute break and thirty (30) minute meal period
 - d) Eight (8) or nine (9) hour shift – two (2) X fifteen (15) minute breaks and thirty (30) minute meal period
 - e) Ten (10) hour shift – three (3) X fifteen (15) minute breaks and thirty (30) minute meal period
 - f) Eleven (11) or Twelve (12) hour shift = two (2) X fifteen (15) minute breaks and two (2) X thirty (30) minute meal periods
- 18.09 Part time employees (employees working twenty-four [24] hours or less per week on the average) shall be placed on a stand-by list. This scheduling of part time employees from this list shall be made as equitably as possible using a rotation of

call-in from this list so that all part time employees shall have an equal opportunity to receive all part time work.

It is understood that part time employees shall be on call and called in to replace full time employees who are off work for paid holidays, vacations, leave of absence (paid or unpaid), or sickness.

It is understood further that while part time employees will make themselves reasonably available for part time call-in work, such employees nevertheless have the option to refuse such call-in work.

- 18.10 The Employer will endeavour to give two (2) hours notice when calling in a part time employee for any shift provided, however; that if there is an emergency and notice by reason of the said emergency is not given this requirement, will not be enforced.
- 18.11 Employees will endeavour to give two (2) hours notice for the day shift, four (4) hours for the afternoon shift, six (6) hours for the night shift, of his/her inability to be in on any shift of work.
- 18.12 For shifts affected by the change from daylight savings time to standard time and vice versa, the employees shall be paid for hours actually worked. In the spring, the night shift shall receive one hour less and in the fall, an extra hour shall be paid at the applicable overtime rate of pay.
- 18.13 **Meals** - If an employee is requested to work for a period of not less than two (2) hours beyond his/her scheduled shift and a meal period occurs, then a meal will be provided.

ARTICLE 19 - OVERTIME

- 19.01 Overtime authorized by the Employer shall be paid at the rate of time and one-half (1½) of the employee's basic straight time hourly rate for all time worked in excess of eight (8) hours per shift or in excess of eighty (80) hours in a two (2) week pay period.
Employees shall be given at least four (4) hours prior notice before the end of their scheduled shift of such overtime requirement, except in cases of emergency.
- 19.02 The Employer shall give the full time employee the right to elect whether to take time off in lieu of pay for overtime work or pay. The employee's right to elect to take time off in lieu of pay applies only where the employee has worked a full overtime shift of at least eight (8) hours. Time off in lieu of pay shall equal the number of hours worked on the overtime shift and may not be accumulated.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 All employees will be credited with pay computed at straight time for each of the following paid holidays:

New Year's Day
Second Monday of February
Good Friday
Easter Monday
Victoria Day
Canada Day

Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Employee's Birthday

PROVIDED THAT:

- (a) The full time employee is not absent on the days he/she is scheduled to work immediately preceding and following the holiday, or the day granted in lieu thereof, unless absent because of illness or other reasonable excuse.
- (b) The employee is not absent on the paid holiday after being scheduled to work unless absent because of illness or other reasonable excuse.
- (c) The part time employee has earned wages on at least twelve (12) days during the four (4) work weeks immediately preceding the holiday. Not meeting this criteria, we will have the qualifying and calculation of payment follow the Employment Standards Act.
- (d) The employee is not absent from work on the paid holiday for the following reasons: Sick leave (eligible for coverage through the benefit carrier), WSIB, Pregnancy or Parental Leave.

20.02 Full time employees required to work on a paid holiday shall have the option of either:

- a) Pay at the rate of time and one-half (1½) the employee's regular rate for work performed on such holiday and an alternative day off to be used within 60 days following the holiday, or payment will be made based on the employee's regular rate of pay. The scheduling of an alternative day off shall be at a time that is mutually agreed upon between the Employer and the employee.
- b) Part time employees required to work on a paid holiday shall be paid at the rate of time and one-half (1½) of the employee's regular pay for work performed on such holiday, in addition to the employee's regular pay.

Full Time Employees Only - Articles 20.03 Through 20.06

20.03 Notwithstanding anything herein contained to the contrary, if one of the paid holidays occurs on an employee's regular day off or during an employee's vacation period and the employee is required to work, the employee will receive credit for the said holiday at straight time and in addition will receive two and one-half (2 1/2) times his/her regular rate of pay for all hours worked on the paid holiday.

20.04 If one of the paid holidays occurs on an employee's regular day off, the employee may receive an extra day off with pay within sixty (60) days following the holiday, and at a time that is mutually agreed upon between the Employer and the employee. The Employee may alternatively choose to be paid out for the holiday at straight time.

20.05 If one of the paid holidays occurs during an employee's vacation, the employee will receive an additional day with pay, which may be added to his/her vacation.

20.06 Employees shall be allowed to accumulate paid holidays in a calendar year as follows:

January 2006	–	5 days
January 2007	–	4 days
January 2008	–	3 days
January 2009	–	2 days

Employees must advise the Employer by January 15th in the year of their request to accumulate such paid holidays. The Employer may waive the January 15th date if circumstances are such that any employee could not make such a request by January 15th.

It is understood that this provision is not to affect the operation of the Homes and that seniority will govern in any dispute as between employees.

20.07 It is understood and agreed that an employee is entitled to receive the benefits provided in this Article for work performed on a paid holiday only where the majority of the hours worked by the employee on his/her shift fall on the paid holiday.

20.08 Employees shall be scheduled at least three (3) consecutive days off at either Christmas or New Year's Day and except as may be mutually agreed, employees who are scheduled to work may be allowed to work both Christmas Day and New Year's Day up to the maximum staffing level.

ARTICLE 21 - VACATIONS

21.01 (a) Employees who have completed the probationary period shall be granted one day (8 hours) of vacation per month of service, to a maximum of two weeks (80 hours), excluding the probationary period;

(b) After one (1) year of continuous service - three (3) weeks (120 hours for employees whose regular hours of work are other than the standard work day);

- (c) After three (3) years of continuous service – four (4) weeks (160 hours for employees whose regular hours of work are other than the standard work day);
- (d) After twelve (12) years of continuous service – five (5) weeks (200 hours for employees whose regular hours of work are other than the standard work day);
- (e) After nineteen (19) years of continuous service – six (6) weeks (240 hours for employees whose regular hours of work are other than the standard work day);
- (f) After twenty-five (25) years of continuous service, one (1) additional day per year to a maximum of five (5) days. (Eight (8) hours per day to a maximum of forty (40) hours for employees whose regular hours of work are other than the standard work day).
- (g) Vacation can be taken in individual days.

21.01 For the purpose of computing vacation entitlement, the vacation year shall begin on July 1st and end on the following June 30th.

21.02 The vacation pay entitlement, but not the vacation time entitlement, of an employee who has been absent from work without pay for a period in excess of one (1) month during the vacation year shall be prorated on the basis of actual time on the payroll during which he/she is in receipt of remuneration from the Employer.

Vacation pay for full-time employees shall be their regular wages for each week of vacation or part thereof. Vacation pay for part-time employees shall be two percent (2%) of their gross earnings less clothing allowance and previous year's vacation for each week of vacation.

21.03 It is understood that employees absent from work on Workplace Safety and Insurance Board benefits, sickness/accident, or non-compensable injury shall continue to accumulate vacation time entitlement.

21.04 The vacation schedule for requests for vacation for the period July 1st to September 30th will be posted May 1st until June 30th of the current year. The vacation schedule for requests for vacation for the period October 1st to June 30th will be posted July 1st each year. Employees must request vacation by September 30th of that year. Thereafter, a completed vacation schedule shall be posted granting vacation in order by seniority.

For employees requesting vacation time after September 30th, with respect to the remaining available time, seniority will govern.

It is agreed that employees who request one (1) week or more of vacation which has not been scheduled in accordance with this Article, shall be required to give two (2) weeks written notice prior to the posting of the regular work schedule, except in cases of emergency. Said hours to be distributed on schedule before posting.

Special circumstances that are requested in writing for granting vacation during the period of December 23rd through January 2nd will be taken into consideration by the Employer.

- 21.05 a) Where an employee is hospitalized while on vacation leave, the employee shall be considered to be on sick leave for the period of the hospitalization, provided the employee provides the Employer with proof of the hospitalization. The portion of the employee's vacation leave which is deemed to be sick leave under this provision will not be counted against the employee's vacation leave credits.
- b) Where an employee's scheduled vacation is interrupted due to illness prior to the scheduled vacation, the period of such illness shall be considered sick leave to the extent that the employee has sick leave credits available and provides documentation of the illness, as requested by the Employer. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits. Such employee shall be entitled to have his/her vacation rescheduled after all other "first" vacation periods have been granted in accordance with Article 21.06. Any rescheduling of vacation must be mutually agreed to between the Employer and the employee.

ARTICLE 22 – PAID LEAVE FOR ILLNESS

22:01 No paid leave for sickness will be allowed to employees until the first full month following completion of the probationary period. Thereafter, paid leave for illness will begin to accumulate as of their date of employment and be paid for as required on the basis of one and one-half (1½) days' leave (12 hours) for each full month of continuous service. The maximum accumulation shall be one hundred and twenty (120) days (960 hours).

22:02 An employee with more than three (3) years of continuous service who leaves his/her employment or who retires, will be paid 50% of the unused portion of his/her accumulated leave for illness, the maximum payment being sixty (60) days.

22:03 An employee who is injured and receiving payment from the Workplace Safety and Insurance Board will not be paid for illness by the Home.

22:04 An employee who claims leave for illness pay may be required by the Home to produce proof of illness in the form of a medical certificate.

22:05 Employees may utilize their sick leave credits accumulated in order to attend to

doctor's appointments, without loss of pay. Time used for such appointments shall be calculated in quarter days allowing employees to take partial days off for such appointments.

22:06 An employee who transfers from Full Time to Part Time employment will have his/her sick leave credit paid out to him/her as provided for in Section 22:02.

ARTICLE 23 - UNION BULLETIN BOARD

23.01 The Employer will provide at a location in the Home designated by the Employer a bulletin board for exclusive use of the Union on which bulletin board the Union may post notices having to do with its official business only.

ARTICLE 24 - UNIFORMS

24.01 All employees shall be paid a uniform allowance for all hours paid towards the cost of purchasing, maintaining and laundering their uniforms as follows:

Effective the first full pay period following ratification by both parties - seven cents (\$0.07) per hour

January 1, 2009 - eight cents (\$0.08) per hour

ARTICLE 25 - HEALTH AND WELFARE - FULL TIME EMPLOYEES ONLY

25.01 The Employer agrees to pay one hundred (100%) percent of the billing rate of Semi-Private Room Care Supplement Plan for all employees eligible under the Plan as covered under this agreement.

100% of the premiums required for EHT (or its equivalent) as is required by the legislation.

25.02 The Employer agrees to pay fifty (50%) percent of the O.M.E.R.S. Plan in respect to pension.

Health And Welfare - Full Time Employees Only

25.03 The Employer agrees to pay one hundred (100%) percent of the Extended Health Plan. There will be a \$10.00 capped dispensing fee and a \$2.00 charge for each prescription for all employees eligible under the Plan who apply for such coverage. This coverage will incorporate the cost containment amendments made to the plan (examples: prescription vs. prescribed, "generic" equivalent of "brand name" drugs where possible etc.); Vision Care rider of \$250.00 once every twenty four (24) months, one eye exam for eligible plan members not covered by the provincial plan to a maximum of \$80.00 per 24 months (effective the first of the month following ratification of the parties), a Hearing Aid Rider of \$500.00, Chiropractor rider, and the Deluxe Out-of-Province, Registered

Massage Therapy - \$500.00 maximum per year with a referral from a doctor effective January 1, 2005.

- 25.04 100% of the billed rate of HOOGLIP or its equivalent at 2X employee's annual salary.
- 25.05 The Employer agrees to pay one hundred percent (100%) of a Comprehensive Care Dental Plan (Liberty Health equivalent), based on a one-year lag behind the currently maintained O.D.A. fee schedule for all employees eligible under the Plan who apply for such coverage, effective the first (1st) month following ratification. Dentures/Caps at 50% coverage with a CAP at \$1000.00 per year and replacement after five (5) years.
- 25.06 The carrier for all Health and Welfare plans shall be selected by the Employer in consultation with the Union and the company carriers shall provide the Union with full specifications, terms, rates and conditions of such insurance plans.
- 25.07 The Employer is responsible for the administration and application of any insurance policy established in order to provide the Health and Welfare plans as herein set forth and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this Collective Agreement.
- 25.08 The benefits mentioned in this clause shall be maintained with the following limitations:
- 1) While an employee is on Workplace Safety and Insurance Board benefits - thirty (30) months;
 - 2) While on an unpaid leave of absence in excess of one (1) month, the employee would pay one hundred (100%) percent of the cost of the benefits being provided.
 - 3) **Health and Welfare – Full Time Employees Only** - That if personal leave is granted for Union leave or non-work-related education leave, the employee shall pay the total benefit premiums for the time in excess of thirty (30) calendar days.
 - 4) In the event of lay-off, provided the employee deposits with the Home her/his share of insured benefits for the succeeding month, the Employer shall pay its share of the insured benefit premium for a period of up to three (3) months from the end of the month in which the lay-off occurs, or until the laid off employee is employed elsewhere, whichever comes first.
 - 5) On sick leave, until accumulated sick leave credits have been paid in full or for six months, whichever is greater.
- 25.09 **Employee Benefit Plan Disclosure - Health and Welfare – Full Time Employees**

Only

The Employer shall provide the Union and all members of the bargaining unit with copies of all employee benefit and health and welfare plan(s) and amendments. Every employee shall advise the Employer of any changes to his/her current status for the purpose of benefit entitlement. It is the employee's responsibility to provide to the Employer the address of the employee's personal residence and the number of the employee's telephone at such residence, and to immediately advise the Employer of any change to either.

25.10 **Part-Time Employees' Benefits Allowance**

Effective first pay period following the date of ratification in lieu of coverage for Health and Welfare and sick leave benefits only, a benefits allowance shall be added to the wage rates in each classification for part-time employees of fourteen (14%) percent.

Employees participating in OMERS to be reduced to nine percent (9%).

25.11 **Health and Welfare – Full Time Employees Only**

The employee's share of the Employer's Employment Insurance Reduction Premium will be retained by the Employer towards offsetting the costs of the benefit improvements contained in this agreement.

ARTICLE 26 - JOB POSTING

26.01 The Employer will post all job vacancies or new jobs on the Union bulletin board and such notices shall remain posted for a period of seven (7) calendar days, unless in the opinion of the Employer an emergency exists that does not allow sufficient time for the above-mentioned procedure to be followed. The Employer shall indicate on such posting if the vacancy is a steady midnight shift. The notices shall be posted on the first day after the vacancy or new job occurs. An Employee can apply for any posting but the following applies. Full time employees have the first opportunity for any full time job postings and vice versa for part time employees.

26.02 An employee who wishes to apply for any posted vacancy shall make application in writing on forms supplied by the Employer for the purpose during the period of seven (7) calendar days mentioned in Article 26.01 and shall set out his/her qualifications in his/her application.

Such vacancy or new job created shall be filled from the applications received on the basis of seniority, provided the senior employee can perform the normal requirements of the job.

26.03 Any successful applicant will be selected within a reasonable time after such posting and the Employer will, as soon as the successful applicant has been advised of his/her selection, notify the unsuccessful applicant or applicants that the position has been filled.

26.04 If no applications to fill such vacancies are received from employees, then the Employer may fill the vacancy from outside sources, that is, new hire(s).

26.05 An employee who is transferred in accordance with the procedure set forth in this Article will be placed in the permanent vacancy for a trial period not exceeding 30 worked days and if he/she proves satisfactory he/she will then be confirmed in his/her new classification. If an employee proves unsatisfactory during that time or if the employee so requests, the employee will be returned to his/her former position at his/her former salary or rate of pay, as well as any other employee in the bargaining unit who was promoted or transferred by reason of such placing.

ARTICLE 27 - REPORTING PAY

27.01 Employees who report for work on any shift for which they are scheduled and for which they have not been notified not to report will be guaranteed at least four (4) hours pay except in case of acts of God or any labour dispute or any condition beyond the control of the Employer.

An employee responding to a call-in request from the Employer, given within a half-hour of the start of a shift of work, or after the start of a shift of work for which the employee is being called-in, and provided the employee arrives at work within one (1) hour of the call, the employee shall be paid for the whole shift of work no matter what time is actually worked on the shift by the employee.

An employee who is called back to perform emergency work at any time between normal scheduled shifts of work shall be paid a minimum of three (3) hours at time and one-half.

27.02 An employee who is called into work, shall be guaranteed at least four (4) hours work, or pay for each call-in. If, due to the call in, overtime is applicable, the provisions of the Article 19, will apply.

ARTICLE 28 – REGISTERED PRACTICAL NURSE RESPONSIBILITY PAY

- 28.01 1) That when a Registered Nurse is not available for a shift a Registered Practical Nurse will be designated to work the shift.
- 2) That the designated Registered Practical Nurse will perform the duties as recognized to be within their scope of practice by the College of Nurses.
- 3) That the designated Registered Practical Nurse shall receive one dollar (\$1.00) per hour in addition to the regular salary and applicable premium allowance. (Effective the first full pay period following ratification).

ARTICLE 29 - JOB CLASSIFICATIONS, RATES AND RETROACTIVITY

29.01 Attached hereto and forming part of this Agreement is Schedule "A" relating to job

classifications and rates for all employees subject to the terms of this Agreement. Accordingly, the increases for all paid hours shall be retroactive and applied to all employees in the bargaining unit as of January 1st, 2006 on the hourly rate per the Wage Schedule A only.

Interest will be paid on retroactive monies if not paid within sixty (60) days of ratification.

Any employees as of the retroactive date who have ceased to be employees shall have a period of thirty (30) days only from the date of mailing of notices in which to claim from the Employer any adjustments to their remuneration payable. Any new employees hired since the date shall be entitled to pro-rata adjustments to their remuneration from the date of their employment. The Employer shall be responsible for contacting in writing by mailing notices to their last known addresses, any employees who have since left its employ.

ARTICLE 30 - GENERAL

30.01 Nothing in this Agreement shall require the Employer or the Union to take any action which shall be unlawful by reason of applicable present or future Dominion and/or Provincial laws, rules and/or regulations.

30.02 a) An employee shall have the opportunity to view his or her personnel file in the presence of Human Resources upon written request. The employee's may have a union representative with them. It is understood and agreed that an employee's personnel file in the Human Resources Department is the only file the Employer has for reference to an "employee's" disciplinary record.

b) Warning or disciplinary notice or letters shall be removed from the employee's personnel file after twelve (12) months of the date of such notice or letter, with the exception of any Resident Abuse violation which becomes a permanent record. Such warnings or disciplinary notices or letters, with the exception of any Resident Abuse violation, shall not be used in any future action or proceedings against an employee.

30.03 Employees who are required by the Employer to work in a higher rated classification shall be paid at the rate of that higher classification for only those hours worked.

30.04 Please refer to the County of Elgin's Human Resources manual policy 8.320 regarding return to work policies and procedures.

30.05 Where used in this Agreement and where applicable, the male pronoun shall be deemed to include the female pronoun.

ARTICLE 31 - JOB SECURITY

31.01 **No Contracting Out** - In order to provide job security for members of the bargaining unit the employer shall not contract out any work performed by employees in the bargaining unit which may cause any employee to suffer reduced regular hours of work or a layoff.

Technological Change - The Employer agrees to notify the Union in advance of any technological changes or reductions in staff the Employer has decided to introduce which will affect employees in the bargaining unit. The Employer also agrees to discuss these changes with the Union and to consider practical ways and means of minimizing the effect, if any, upon the employees concerned.

31.02 Supervisors and all other persons including those persons whose jobs are not in the bargaining units shall not work on any jobs which are included in the bargaining units except in cases of emergency, safety, training or instances mutually agreed upon by the parties.

31.03 **Job Classification**

- a) When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the local union of the same and provide details at least fourteen (14) days prior to posting. If the local union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.
- b) When the Employer makes a substantial change during the term of this Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.
- c) If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by

comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

- d) The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.
- e) For information purposes only, the Employer will provide the Union office with copies of all current job descriptions under the scope of this Agreement. The Employer will also advise the Union of any changes being made to said job descriptions.

ARTICLE 32 - TEMPORARY FULL TIME RELIEF

32.01 Temporary full time relief positions; shall be made available to regular, part time employees only on a rotational basis in descending order of their present seniority. No regular part time employee may hold such position for longer than six (6) months at any one time, and it is understood that at the end of the period to a maximum of six months, the regular part time employee next in order of seniority will be offered the opportunity to perform the work. Such full time relief positions are available only to those regular part time employees who possess the qualifications to perform the normal duties of the vacant job. In the event that a regular part time employee who is offered such full time work declines to accept for any reason, then the work will be offered to the regular part time employee next on the list who is qualified and the employee who declined to accept will be deemed to have had his/her turn and will not be eligible for any other position until his/her name comes up in accordance with the rotational system. Regular part time employees who accept such full time relief work shall retain their part time status for all periods and they will revert to regular part time employees upon the completion of each such period of full time relief work.

ARTICLE 33 - DURATION

33.01 This Agreement shall become effective on the 1st day of January 2006, and shall continue in force until the 31st day of December 2009, and from year to year thereafter, unless either party notifies the other in writing within a ninety (90) day period prior to the expiry date of this Agreement that it desires to amend or terminate this Agreement.

DATED AND EXECUTED at _____ on behalf of the parties hereto by their duly authorized representatives, this _day of _____, 2007.

**The Corporation of The County of
Elgin – Bobier Villa**

**Service Employees International
Union, Local 1.0n**

**BOBIER VILLA FULL TIME AND PART TIME
WAGE SCHEDULE "A"**

<u>CLASSIFICATION</u>	<u>EFFECTIVE</u>	<u>START</u>	<u>1 YEAR</u>	<u>2 YEARS</u>
Registered Practical Nurse	January 1, 2006	22.38	22.49	22.65
	January 1, 2007	23.55	23.66	23.83
	January 1, 2008	24.76	24.87	25.04
	January 1, 2009	26.00	26.12	26.29
Personal Support Worker, Health Care Aide, Activation Aide, First Cook, Maintenance	January 1, 2006	18.30	18.41	18.60
	January 1, 2007	18.85	18.96	19.16
	January 1, 2008	19.42	19.53	19.73
	January 1, 2009	20.00	20.12	20.32
Second Cook	January 1, 2006	18.22	18.32	18.51
	January 1, 2007	18.77	18.87	19.07
	January 1, 2008	19.33	19.44	19.64
	January 1, 2009	19.91	20.02	20.23
Dietary Aide, Housekeeping/Laundry Aide, Hairdressing	January 1, 2006	17.95	18.07	18.25
	January 1, 2007	18.49	18.61	18.80
	January 1, 2008	19.04	19.17	19.36
	January 1, 2009	19.61	19.75	19.94
Groundskeeper	January 1, 2006	12.82	12.97	13.13
	January 1, 2007	13.20	13.36	13.52
	January 1, 2008	13.60	13.76	13.93
	January 1, 2009	14.01	14.17	14.35

The Home may select certain employees to act as Lead Hands. These employees shall receive a \$1.00 per hour premium for all hours worked as Lead Hand.

Part-time employees will progress through the grid after obtaining 1600 worked hours for each progression.

The Dietary Aide that is assigned to Breakfast preparation shall be paid three hours at Second Cook rate.

Shift Premium

Employees required to work any shift, the major portion of which falls between 3:00 P.M. and 8:00 A.M., will be paid fifty cents (50¢) per hour for each shift worked.

Effective the first full pay period following ratification by the parties in September 2007, employees required to work any shift, the major portion of which falls between 3:00 P.M. and 8:00 A.M., will be paid fifty-five cents (55¢) per hour for each shift worked.

Effective the first full pay period in January 2008, employees required to work any shift, the major portion of which falls between 10:00 P.M. and 7:00 A.M., will be paid sixty cents (60¢) per hour for each shift worked.

Effective the first full pay period in January 2009, employees required to work any shift, the major portion of which falls between 10:00 P.M. and 7:00 A.M., will be paid sixty-five cents (65¢) per hour for each shift worked.

Weekend Premium

Effective the first full pay period in January 2007, employees required to work any shift, the major portion of which falls between Friday 10:00 P.M. and Monday 7:00 A.M., will be paid ten cents (10¢) per hour for each shift worked.

Effective the first full pay period in January 2008, employees required to work any shift, the major portion of which falls between Friday 10:00 P.M. and Monday 7:00 A.M., will be paid twenty cents (20¢) per hour for each shift worked.

Effective the first full pay period in January 2009, employees required to work any shift, the major portion of which falls between Friday 10:00 P.M. and Monday 7:00 A.M., will be paid thirty cents (30¢) per hour for each shift worked.

LETTER OF UNDERSTANDING

Between

The County of Elgin

- and -

Service Employees International Union, Local 1.0n

Re: Joint Job Evaluation

In light of the obligation of both parties to achieve and maintain pay equity under the *Pay Equity Act*, the parties agree to the following:

1. Upon ratification the parties shall establish a Joint Job Evaluation Committee (JJEC) composed of two (2) members from Elgin Manor, two (2) members from Bobier Villa and two (2) members from Terrace Lodge named by the Union and three (3) representatives of the Employer. The Committee will meet during working hours. All Committee members will be trained on the application of JE/PE principles and tools.
2. The Joint Job Evaluation Committee (JJEC) will meet at least twice a year to evaluate any newly created jobs or jobs which have been submitted for review on the basis that there has been a substantial change in the duties or responsibilities of the position and to review and maintain the Pay Equity Plan.
3. A member of the bargaining unit may submit a request to the JJEC for a review (or re-evaluation) of his/her job. The submission will detail any aspects of the job that have undergone a substantial change in duties or responsibilities, and the date on which the changes came into effect.

Signed this _____ day of _____, 2007.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between

The County of Elgin

- and -

Service Employees International Union, Local 1.0n

Re: 12 Hour Tours

The parties agree that the RPN's wishing to work extended tours will be governed by the following:

Hours of Work:

- 12 consecutive hours
- no split shifts
- there will not be less than a period of 12 consecutive hours off between shifts worked by an employee and not less than forty-eight (48) hours scheduled off when changing from night tours to day tours
- no more than four (4) consecutive extended tours shall be scheduled unless by mutual agreement
- a minimum of forty-eight (48) hours off shall be scheduled at a time between blocks of shifts

Hours Paid:

- 12

Overtime:

- paid at 1 ½ times regular rate after 12 hours per shift with prior approval
- paid at 1 ½ times regular rate after 84 hours in a pay period

Lunch and Rest Periods:

- as per collective agreement

First Shift of the Day:

- Day shift

Shift Premium:

- as per the Collective Agreement

Paid Holidays:

Full Time Paid Holidays Worked:

- 12 hours at 1 ½ multiplied by the regular rate plus 8.0 hours lieu day at regular rate

Full Time Paid Holidays Not Worked

- 8.0 hours at regular rate

Note: For paid holiday purposes, the paid holiday hours shall be from 19:00 the day prior to the paid holiday, to 19:00 on the paid holiday.

Sick Time:

- Pro-rated on an hourly basis (1.5 shifts = 12 hours per month)

Vacation:

- Pro-rated on an hourly basis - 3 weeks vacation = 10 extended tours
- 4 weeks vacation = 160 hours - 13.25 tours

Weekend:

- Weekend off will be considered 48 hours effective 7 am Saturday to 7 am Monday

Scheduling - Extended Tours

Extended tours shall be introduced in Terrace Lodge on a trial basis in multiples of six (6) weeks for a period that will end January 2005 (or such longer period of time as the County and the Union may mutually agree upon) when:

1. sixty percent (60%) of the employees (including both full-time and part-time) assigned to the home so indicate by secret ballot

Extended tours shall be continued in any home beyond the trial period when:

1. sixty percent (60%) of the employees (including both full-time and part-time) assigned to the home so indicate by secret ballot, such ballot to be held one month prior to the end of the trial period, and
2. the County agrees to continue the extended tours. Such agreement shall not be withheld in an unreasonable or arbitrary manner.

Extended tours shall be discontinued in any home when:

1. sixty percent (60%) of the employees (including both full-time and part-time) assigned to the home so indicate by secret ballot, or
2. The County because of:

- i) adverse effects on resident care
- ii) inability to provide a workable staffing schedule
- iii) where the County wishes to do so for other reasons which are neither unreasonable or arbitrary,

When either party in accordance with paragraph (iii) above gives notice of discontinuance, then:

1. the parties shall meet within two (2) weeks of the giving of notice to review the request for discontinuation; and
2. where it is determined that the extended tours will be discontinued, affected employees shall be given at least sixty (60) days' notice before the schedules are so amended.

The process by which any secret ballot shall be conducted will be mutually agreed between the County of Elgin and the Union.

Signed this _____ day of _____, 2007.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between

The County of Elgin

- and -

Service Employees International Union, Local 1.0n

Re: Casual Employees

The parties agree:

- (a) Casual employees would only be called in once the call-in procedure for part-time employees has been exhausted. It is understood this will not result in premium pay.
- (b) Casual employee call-ins will be done on a rotational basis utilizing the separate casual call-in list.
- (c) Casual employees will only be scheduled when all part-time employees have been exhausted.
- (d) To be reviewed with the bargaining committee in one year.

Signed this _____ day of _____, 2007

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

Between

Bobier Villa

And

**Service Employees International Union,
Local 1.0n**

Re: Temporary Part Time Employees

1. A temporary employee will have a start and end time period while replacing a regular part time employee.
2. A temporary employee will not accumulate seniority subject to point 3.
3. A temporary employee may apply for a regular position in the bargaining unit, and will be treated as an external candidate. If successful for the posting, they will have the time worked from their last date of hire credited to seniority.
4. All other terms and conditions of employment shall be as per the collective agreement.

Dated this _____, day of _____, 2007.

For the Union:

For the Employer:

