

AGREEMENT

between

THE CORPORATION OF THE COUNTY OF ESSEX

- and -

SUN PARLOR HOME FOR SENIOR CITIZENS

and

AMHERSTBURG COMMUNITY SUPPORT HOME

LOCAL 860

Effective

April 1, 1998 - March 31, 2001

ARTICLE 1 - MANAGEMENT RIGHTS

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

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

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

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

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

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

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

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

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

ARTICLE 3 - RELATIONSHIP

- 3.01** All employees in the Bargaining Unit shall fall into one of the following categories:

Category 1(a) shall consist of those persons employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and a daily shift of eight (8) hours. Such employees shall be entitled to all benefits and conditions of this Collective Agreement.

Category 1(b) save and except Ward Clerks who shall be defined as Category 1(a) employees, all other office and clerical employees shall work on a regularly scheduled shift consisting of 40 hours per week and a daily shift of 8 hours; includes a half (½) hour unpaid lunch break Monday to Friday inclusive. Such employees shall be entitled to all benefits and conditions of this Collective Agreement.

Category 2 shall consist of those employees hired for the purpose of replacing permanent employees absent on pregnancy leave or other approved leave of absence. Category 2 employees shall be considered temporary and work the regular schedule and overtime that the absent employee would work for a period of up to six (6) months. If the employee does not return, the job shall be posted.

Category 3 shall consist of those employees not scheduled as set forth in Category 1 but are employed for one of the following purposes:

- a) to enable the efficient operation of the shift schedules posted from time to time providing days off for a Category 1 employee.
- b) to replace those employees in Category 1 that are unable to work their regular shift as scheduled for any reason.

Category 4 shall be temporary part-time usually covering for part-time maternity leave or other leaves.

Category 5 shall consist of students as per the following definition and conditions. Students shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school.

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

These students shall not be scheduled for any hours more than Category 2, 3, and 4 employees, nor shall they be called in until all other Category 2, 3, and 4 employees have been given an opportunity to accept such hours. Employees in Category 5 shall not accumulate seniority under this Collective Agreement, and shall not receive any fringe benefits under this Agreement save and except statutory vacation and basic hospitalization coverage as required under the

Employers Health Tax Legislation. Any amendments to this Article shall be considered but changes will only occur if agreed by both parties.

No Category 3 employee shall be permitted to work more than fifteen (15) working days in any one shift schedule and no Category 2 employee shall be permitted to work more than the aforesaid six (6) month period. Should any Category 2 or 3 employee exceed the said fifteen (15) working days or six (6) month period without agreement between the Union Executive and Management, they shall automatically become a Category 1 employee.

Category 2, 3, and 4 employees, upon becoming Category 1 employees, shall acquire seniority in Category 1 on the basis of 1,852 hours worked in Category 2, 3, or 4 will equal one year of seniority. This provision shall be applicable to all employees employed as Category 1 employees by the Corporation.

<u>Benefits</u>	<u>Category 2, 3, and 4 Employees</u>
OHIP	100 percent cost to Employer
Vacation	Paid as per Article 17
Paid Holidays	As per Article 16 with exception of Float Day
Longevity Pay	Based on 1,852 hours equal to one year of service

Category 2, 3, and 4 employees shall have no rights to sick leave, but these employees shall have the right to make up lost time due to sickness during a work schedule in accordance with their seniority providing there is work available on a call-in-basis. This call-in to make up sick leave shall not be subject to Article 14.07 and a refusal shall be considered to be a shift worked.

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

ARTICLE 4 - CHECK OFF OF UNION DUES

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

ARTICLE 5 - NEW EMPLOYEES

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

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

ARTICLE 6 - CORRESPONDENCE

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

ARTICLE 7 - LABOUR MANAGEMENT & UNION REPRESENTATION

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

7.02(a) Right of Fair Representation

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

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

7.03 Establishment of Labour Management Committee

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

7.04 Function of the Committee

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

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

7.05 Meetings of Committee

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

7.06 Chairperson of the Meeting

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

7.07 Minutes of Meeting

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

7.08 Jurisdiction of the Committee

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

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

the amount of time in such meeting which was outside the employee's regular hours at a time suitable to the employee. Such time off shall be with pay.

ARTICLE 8 - SENIORITY

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

8.02 Seniority List

The Employer shall maintain a seniority list showing the current classification and seniority date of each employee. Seniority dates for Category 1 employees, subject to the provisions of the Article and unless having been employed in another Category or supervisory position, shall be their original date of hire.

Category 2, 3, and 4 employees' seniority date shall be based on 231.5 shifts being equal to one year's seniority.

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

8.03(a) Calculation of Seniority

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

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

8.04(a) Seniority for New Employees

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

- (b)** Employees in Category 2, 3, and 4 shall be regarded as probationary employees for the first sixty (60) shifts worked. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence due to sickness for a period of more than two (2) weeks.

- (c) Employees who have completed their probationary period as stated above, shall not be required to complete a second probation in the case of job transfer or job posting.

8.05 Seniority During Absence

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

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

8.06 Seniority During Transfers to Supervisory Positions and Within Bargaining Unit

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

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

ARTICLE 9 - LAY-OFF AND REHIRING

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

9.02 Notice of Lay-off

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

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks notice in writing or four (4) weeks pay in lieu of such notice.

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

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

(b) Lay-off Procedures

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

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

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

- (c) As a result of the lay-off procedure, the employee shall be placed on the grid scale for that position, at the rate closest to their current rate as of the effective date of transfer.
- (d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded three (3) working days in which to advise the Employer of their decision.

9.04 Where a Category 1 employee transfers to a Category 3 employee as a result of their option, there shall be a reduction in the number of Category 3 employees within the affected department.

9.05 No Category 2, 4, or 5 employees shall be hired while Category 1 or 3 employees are laid off provided those on lay-off are qualified to do the work required.

9.06 Category 1 employees who transfer to Category 3 shall be placed on the top of the part-time schedule and receive their maximum fifteen (15) shifts scheduled if available. When no other Category 3 employee is available under Article 14.07(c), the employee affected by the lay-off shall be offered the call-in. They shall not exceed a maximum of 20 shifts, including call-ins.

ARTICLE 10 - PROMOTIONS AND STAFF CHANGES

10.01(a) When a vacancy does occur or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board

used for that purpose for a period of six working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

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

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

(b) Job Posting Information

Such notice shall contain the following information: date and time of posting, date and time posting closes, effective date, nature of position, qualifications, required knowledge and education, skills, department area/location, shift and wage rate. Reference to area or location shall be for clarification purposes only and shall not restrict the ability to transfer as work requires subject to other provisions in this Agreement. Such qualifications and requirements shall be those necessary to perform the job function and which have been agreed upon by the Joint Job Evaluation Committee and contained in the current Job Description. All job postings shall state "This position is open to both male and female applicants".

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

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

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

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

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

(c) An employee who applies for a temporary job posting must be available to commence work on the effective date to be deemed the successful applicant under Article 10.02.

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

10.06 Trial Period

The successful applicant shall be notified in writing and the name of the successful applicant shall be posted within three (3) days following the end of the posting period. If changing classifications, he/she will be given a trial period of two (2) months, during which time he/she will receive the necessary orientation for the position. The Employer shall not curtail the trial

period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.

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

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

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

10.07 Notification to Employee and Union

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

10.08(a) Changes in Classification

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

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

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

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

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01** The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 11.02** No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance.
- 11.03** Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- a) The aggrieved employee shall submit his/her grievance in writing to the Union Grievance Committee. The Union Grievance Committee shall then present the grievance in writing to the Department Head and/or the Administrator. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within five (5) working days, excluding Saturday and Sunday, or any longer period which may be mutually agreed upon, the grievance may be presented as follows:
 - b) The Union Grievance Committee, after having completed the procedure set forth in Step (a) hereof, may present the grievance to the Manager, Human Resources for the County who shall arrange a meeting within ten (10) working days of the receipt of request from the Union with the appropriate Committee of Council to consider the grievance. At this state the aggrieved employee may be accompanied by a representative of the Union if his/her presence is requested by either party.
 - c) If final settlement of the grievance is not completed within seven (7) calendar days after deliberations have commenced between the Union Grievance Committee and the appropriate Committee of Council, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, the grievance may be referred by either party to the Board of Arbitration as provided herein at any time within 21 days thereafter, but not later.
- 11.04** Replies to grievances shall be in writing at all times.
- 11.05** Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 11.06** The Corporation shall supply the necessary facilities for the grievance meetings.
- 11.07** Where dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, such a question or grievance may be directly submitted to the appropriate Committee of Council for consideration and any prior steps of the Grievance Procedure may be bypassed.
- 11.08** The time limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement of the Corporation and the Union.

ARTICLE 12 - ARBITRATION

12.01 Composition of the Board of Arbitration

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

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter

each party shall name an arbitrator to an Arbitration Board and notify the other party of the name and address of its appointee.

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

12.02 Who may be an Arbitrator

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

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

12.03 Board Procedure

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

12.04 Decision of the Board

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

12.05 Expenses of the Board

Each party shall pay:

- a) the fee and expenses of the arbitrator it appoints;
- b) one-half of the fees and expenses of the Chairman.

12.06 Amending of Time Limits

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

12.07 Witness

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

ARTICLE 13 - DISCIPLINE AND DISCHARGE

13.01 Progressive Discipline

Normally disciplinary procedures for repeated offenses shall be as follows:

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

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

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

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

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

13.04 Personnel Records

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

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

13.05 Right to have a Steward Present

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

ARTICLE 14 - HOURS OF WORK

14.01 Working Schedule

(a) It is understood and agreed that as the Home is operated twenty-four (24) hours a day seven (7) days a week, it is necessary that the employees, save and except the office and clerical employees, work according to a shift schedule. The Corporation agrees that such shift schedules shall be prepared and posted by the Department Head at least seven (7) calendar days prior to such schedule becoming effective. In addition, the Christmas, New Year's work schedule shall be posted no later than November 15th of each year.

- (b) The work schedules of all Category 1(a) employees shall consist of 160 hours in a shift schedule (4 weeks), and the daily shift of each such employee shall consist of eight (8) hours, including thirty (30) minutes for lunch.
- (c) The work schedule for all Category 1(b) employees shall be seven and one-half (7 ½) hours per day with an unpaid lunch, Monday to Friday inclusive.
- (d) The work schedules for those employees in Categories 2, 3, and 4 shall be made on the basis of seniority within those three Categories with the greater seniority employees receiving first available work.
- (e) Subject to Article 14.07, if an employee refuses a call-in after three (3) consecutive days off, provided the employee is not on vacation or on an approved leave, then the refused shift shall be considered a shift worked.

14.02 Minimum Hours

At no other time than on an employee's scheduled shift change or in the case of an emergency shall he/she be required to work more than one eight (8) hour shift in the case of Category 1(a) employees, in a twenty-four (24) hour period, or more than seven and one-half (7 ½) hours in the case of Category 1(b) employees in any twenty-four (24) period.

14.03 Break Period

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

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

14.05 Call Back Pay Guarantee

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

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

14.07(a) Call In, Start of Shift

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

(b) Call In, Mid Shift

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

(c) Call Ins for Part-Time Staff

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

- (d)** Category 2, 3, and 4 employees shall not be unjustly disciplined for not accepting shifts or call-ins over and above those for which they have been scheduled to work. No employee shall be required to work more than six (6) consecutive days unless mutually agreed upon. Except for vacation or approved leaves as specified in this Agreement, an employee shall not be able to refuse call-ins for more than four (4) days in any given work schedule.

(e) Cancellation of Scheduled Shift

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

14.08 Category 3 and 4 employees shall be scheduled to have every third weekend off. Amendments to the normal schedule may be granted by Management subject to the nature of the request along with reasonable notice; however, at all times proper staffing of the Home shall be the determining factor.

14.09 The Corporation agrees to provide two (2) weekends off in each four (4) week schedule for Category 1(a) and 2 employees with alternating weekends off, except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's holidays.

ARTICLE 15 - OVERTIME

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

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

This provision shall not apply to part-time employees as defined in Article (three) 3 as Category 3 and 4 employees.

Overtime hours not taken as time off by October 31st in each year will be paid out in November at the hourly rate which was in effect at the time the overtime was worked.

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

ARTICLE 16 - HOLIDAYS

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

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

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

(b) All Category 1(b) employees shall, in addition to those holidays as set out in Article 16.01(a) of this Agreement, be entitled to receive the following holidays:

- ½ day before Christmas Day
- ½ day before New Year's Day

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

(b) A full-time employee may also request to be paid their regular rate for all hours worked on the holiday, plus be allowed to take one and a half (1½) days off in lieu at the applicable rate of pay, upon mutual agreement of the parties. In case an employee cannot utilize their lieu time by October 31st, in each year, they shall be paid out at the appropriate rate in the month of November.

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

16.03 In the event of a special occasion arising, an employee will be allowed to be absent by using a "holiday day" provided such employee gives notice to the Department Head at least fourteen (14) calendar days prior to the date being requested.

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

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

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

ARTICLE 17 - VACATIONS

17.01 Length of Vacation

After completing one (1) year continuous service with the Corporation, each employee shall be entitled to two (2) weeks of vacation, with vacation pay computed at four (4) percent of gross annual earnings, one (1) week of which may be taken after six (6) months continuous employment.

After completing three (3) years continuous service with the Corporation, each employee shall be entitled to three (3) weeks of vacation, with vacation pay computed at six (6) percent of gross annual earnings.

After completing eight (8) years continuous service with the Corporation, each employee shall be entitled to four (4) weeks of vacation, with vacation pay computed at eight (8) percent of gross annual earnings.

After completing fifteen (15) years continuous service with the Corporation, each employee shall be entitled to five (5) weeks of vacation, with vacation pay computed at ten (10) percent of gross annual earnings.

After completing twenty-two (22) years continuous service with the Corporation, each employee shall be entitled to six (6) weeks of vacation, with vacation pay computed at twelve (12) percent of gross annual earnings.

17.02 Holidays During Vacation

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

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

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

Any choices made after May 15th shall be responded to within fourteen (14) days of the request being made.

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

17.05 One (1) Week Vacation Carry Over

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

17.06 Holiday/Sick Day

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

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

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

ARTICLE 18 - SICK LEAVE PROVISIONS

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

- | | |
|---|---------------------|
| i) Six (6) months employment but less than two (2) years | 2 weeks at 100% |
| | 13 weeks at 66 2/3% |
| ii) Two (2) years employment but less than four (4) years | 4 weeks at 100% |
| | 11 weeks at 66 2/3% |
| iii) Four (4) years employment but less than six (6) years | 6 weeks at 100% |
| | 9 weeks at 66 2/3% |
| iv) Six (6) years employment but less than eight (8) years | 8 weeks at 100% |
| | 7 weeks at 66 2/3% |
| v) Eight (8) years employment but less than ten (10) years | 10 weeks at 100% |
| | 5 weeks at 66 2/3% |
| vi) Ten (10) years employment but less than twelve (12) years | 12 weeks at 100% |
| | 3 weeks at 66 2/3% |
| vii) Twelve (12) years and more employment | 15 weeks at 100% |

18.02(a) Payment of Benefits

Benefit will be paid on the first (1st) day of accident, the first (1st) day of hospitalization and on the second (2nd) day of illness.

(b) Benefit Level

Benefit levels will be determined by the employee's length of service with the Corporation. Service for employees will be based upon their date of hire.

(c) Earnings

Earnings are those in effect on the last day the employee was actively at work. Earnings shall be the employee's usual straight time earnings in effect at the time the employee went on the Short Term Disability Plan.

(d) Term of STD Plan

Benefits are payable for up to fifteen (15) weeks for each separate claim, based on the periodic doctor's certificate the employee's doctor provides the Corporation.

(e) Third Party Claims

If the Corporation has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be required to fully refund the Corporation for the benefit paid by the Corporation to the employee upon settlement. The employee will be required to sign an undertaking to reimburse the Corporation. Reimbursement is required when the amount of benefit paid, together with the amount recovered from the third party for lost income, equals or exceeds 100% of the benefit paid by the Corporation.

(f) Cost of the Plan

The Corporation will pay the cost of this Short Term Disability Plan. The Corporation agrees that it will pay the cost of a doctor's certificate required to qualify for the Short Term Disability Plan and any subsequent certificates as may be required from time to time.

(g) Higher Classification

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

(h) Sick Leave Banks

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

(i) Unused Sick Leave Credits

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

18.03 Any employee absent from work for more than two (2) days shall not return to work or receive payment for days absent unless the employee produces a doctor's certificate. Such certificate will contain a general statement of diagnosis and prognosis.

18.04 The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless otherwise notified at the time of the call in.

18.05 Hospitalization shall be defined as that in which an employee is admitted into a hospital or receives any treatment recommended by a doctor which may only be performed in a hospital.

18.06 Upon an employee submitting a doctor's certificate, the Employer shall reimburse the employee for the cost of such certificate within fourteen (14) calendar days.

ARTICLE 19 - LEAVE OF ABSENCE

19.01(a) Except where otherwise provided in this Article, a minimum of one (1) week leave of absence, without pay, may be granted to employees for personal reasons. Any requests for such leave shall be made not earlier than ninety (90) days and not later than thirty (30) days prior to the date the leave of absence is requested for, or for such lesser time as may be approved by the Employer. Such leave shall be granted on the basis of the date of request filed and for the purposes of this clause, any employee that has received a leave of absence between June 1st and September 30th in any one year, shall drop to the bottom of the seniority list for any such leave in the following year. In the event of any extreme emergency, the conditions affecting a leave of absence under this Article can be altered only upon agreement between the Union and Administrator of the Sun Parlor Home.

(b) Notwithstanding 19.01(a), special leaves of absences shall be granted by the Home Administrator or his designate based on the merits of the request.

- 19.02** Any leave of absence may be immediately cancelled if obtained under false pretences, and if the employee does not immediately report for work on notification of cancellation, the employee will lose all seniority.
- 19.03(a)** Leave of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting as delegates to any regularly called Union Convention, Seminar, or Provincial Committee(s) meeting(s). No more than five (5) employees may leave at one time. Two (2) weeks notice shall be given before such leave.
- (b)** An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, may be granted a leave of absence for a period of two (2) years. Such leave may be extended by mutual agreement. Such employee shall not accumulate seniority but may at his/her option, continue payment or arrange for payment of any fringe benefits to which he/she may be entitled under this Agreement.
- (c)** Leaves of absence with pay (for which the Employer shall be reimbursed by the Union) of up to three (3) people for up to three (3) days annually, shall be granted for internal Union business, including preparation for negotiations, meetings with C.U.P.E. staff and for advisors, etc.
- 19.04** Where leave of absence is granted in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence in excess of thirty (30) days, such employee may, at his option, continue payment of any fringe benefits to which he may be entitled under this Agreement.
- 19.05 (a)** An employee shall be granted five (5) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages in the case of the death of a parent, wife, husband, or child.
- (b)** An employee shall be granted three (3) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, grandchild, step-father, step-mother, son-in-law, daughter-in-law, common-law spouse and immediate family members as listed above, or any relative who has been residing in the same household as the employee. If the burial occurs more than 500 kilometres from the County of Essex and the employee attends the burial, the employee shall be granted five (5) calendar days leave without loss of salary or wages.
- (c)** An employee requested to be a pallbearer at the funeral on one of his regularly scheduled work days, shall be granted that day off without loss of salary.
- (d)** Part-time employees, if scheduled for work, shall be granted five (5) calendar days leave between the time of the death and the date of the funeral without loss of salary or wages in the case of the death of a parent, wife, husband, or child.

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

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

19.06 The Corporation shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Corporation shall pay such employee the difference between his normal earnings and the payment he receives for jury service or witness fees, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

ARTICLE 20 - PAYMENT OF WAGES

20.01(a) Pay Days

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

- (b) The Corporation agrees that employees may, through the direct deposit system, have deposits made into not more than two (2) different institutions and not into more than two (2) different accounts in those institutions. Employees will be entitled to make a single change during the calendar year as to the amount, institution or accounts in those institutions.
- (c) Employees who are not scheduled to work on the pay day shall be entitled to their deposit remittance slip on Thursday if available.
- (d) In the event that an employee has been underpaid by more than \$75.00 in a pay period, the Employer shall, within three (3) business days, supply the affected employee(s) a cheque for the appropriate amount.
- (e) Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

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

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

(c) Higher Ranking Pay

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

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

20.03 Vacation Pay

Part-time employees will be paid vacation pay on the payroll date preceding December 25th in each year.

20.04 Longevity Pay

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

After five (5) years of service	\$ 70.00
After ten (10) years of service	\$130.00
After fifteen (15) years of service	\$195.00
After twenty (20) years of service	\$260.00
After twenty-five (25) years of service	\$325.00

Subject to Article 3.01, Category 2, 3, and 4 employees are entitled to longevity pay on a pro-rata basis. This Long Service Pay shall be due on November 30th of each year. On severance or retirement, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30th to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

ARTICLE 21 - COMPENSATION AWARD

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

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate in accordance with Article 8.03. Seniority for the above provisions for Category 2, 3 and 4 employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the injury.

21.02 Where an employee is absent as the result of an injury or illness sustained at work and the employee has made application for compensation the Corporation will pay the employee their normal rate of pay in accordance with their entitlement under Article 18 (Short Term Disability). If the claim has not been approved by the Workplace Safety and Insurance Board at the exhaustion of the employee's entitlement under the Short Term Disability Plan, the employee may apply for Long Term Disability as described in Schedule A. If the claim is subsequently approved, Article 18.02 (e) shall apply.

21.03 Modified Work

(a) Sick Days

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

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

(b) **Statutory Holidays**

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

ARTICLE 22 - HEALTH AND SAFETY

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

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

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

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

22.04 **Proof of Safe Substances**

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

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

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

22.06 **Access to Workplace**

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

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

22.07 **Proper Training**

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

22.08 **Injury Pay Provisions**

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

ARTICLE 23 - WELFARE BENEFITS

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

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

23.02 Hospital and Medical Insurance

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

23.03 Group Life Insurance

The Corporation shall pay the premium cost of a group life insurance plan of a value equal to one (1) times annual salary or a minimum of \$10,000. Effective April 1, 1999, the value of the group life insurance plan will equal one and a half (1 ½) times annual salary or a minimum of \$10,000. All new employees shall be obligated to join such group plan.

23.04 Unemployment Insurance

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

23.05 Health Benefits

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

23.06 The Corporation shall pay for the premium cost of Extended Disability Insurance coverage for all employees. Any monies received for such insurance coverage by an employee while such employee is receiving sick leave benefits under this Agreement shall be paid by said employee to the Corporation. If such employee is not receiving sick leave benefits, any monies received under such insurance coverage shall be retained by him.

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

23.08 The Corporation will pay full benefits as referred to in Schedule "A" for those employees who are eligible to retire under O.M.E.R.S. ninety (90) point factor from the date of their retirement to age sixty-five (65).

23.09 Disposition of U.I.C. Rebate

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

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

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

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

ARTICLE 24 - CLOTHING

24.01 The Corporation shall pay to all Category 1(a) employees a clothing allowance in the amount of \$155.00 per year.

Part-time employees in Categories 2, 3, and 4 shall be paid a clothing allowance in the amount of \$105.00 per year.

Receipts for reimbursement shall be submitted by January 1st each year. Reimbursement cheques shall be forwarded to each employee on or about January 31st each year.

New employees will be entitled to a pro-rated benefit.

Benefit is eliminated as of January 1, 1999.

ARTICLE 25 - GENERAL CONDITIONS

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

ARTICLE 26 - CONTRACTING OUT

26.01 No member of the Bargaining Unit, in the employ of the Corporation or as of the 31st day of December 1997, shall be laid off during the term of this Contract, as a result of the Corporation contracting out all or in part, work then being performed by such member.

26.02 **Work of the Bargaining Unit**

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

ARTICLE 27 - MATERNITY LEAVE

- 27.01(a)** An employee who becomes pregnant shall be entitled to a Maternity Leave up to six (6) months in duration. It is understood and agreed that any such employee shall retain and accumulate full seniority rights and benefits while on such leave.

It shall be the responsibility of the employee to notify the Administrator of the date she is to return to work with a certificate of physical fitness, if such certificate be required by the Administrator. The preceding clause in any way does not intend to conflict with the rules set down by the Employment Standards Act. Seniority for the above provision for Category 2, 3, and 4 employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the Maternity Leave.

- (b)** Any employee qualifying for Unemployment Insurance Commission Adoption Benefits shall be entitled to an Adoption Leave of Absence up to six (6) months in duration. It is understood and agreed that such an employee shall retain and accumulate full seniority rights and benefits while on such leave. It shall be the responsibility of the employee to notify the Administrator of the date upon which he/she is to return to work.
- (c)** It must be mutually agreed upon by the Department Head and/or the Administrator if any employee wishes to return to work before the end of the maternity leave period. At this time, a Doctor's Certificate must be provided to the Administrator and/or Department Head.

ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS

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

ARTICLE 29 - COPIES OF AGREEMENT

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

ARTICLE 30 - GENERAL

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

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

30.03 **Staff Training**

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

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

30.04 Technological Changes

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

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

- (b) If corrective lenses or a change in lens is required as a result of operating a Video Display Terminal (VDT) the Home will assume the entire costs of such lenses.
- (c) Each VDT now in service with the Sun Parlor Home and its Bargaining Unit, C.U.P.E. Local 860, shall be inspected for radiation emissions, both ionizing and non-ionizing. The results of this inspection shall be given to the members of the Health and Safety Committee for management and to the Union.
- (d) In the event an employee who regularly operated a VDT becomes pregnant, that employee has the option to:
 1. Continue to work at her regular job;
 2. Take an unpaid leave of absence without loss of seniority;
 3. Take another job within the Home without reduction of salary, provided the employee involved has the skill and competence and provided such transfer does not result in the lay-off of another employee.

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

30.06 Personal and Sexual Harassment

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

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

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

ARTICLE 31 - STRIKES AND LOCKOUTS

31.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no

strike, picketing, slow-down or stoppage of work, either complete or partial, and the Corporation agrees that there will be no lock-out.

ARTICLE 32 - TERMINATION

32.01 This Agreement shall continue in full force and effect up to and including March 31, 2001 unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement that it desires to amend this Agreement.

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

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

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

THE CORPORATION OF THE COUNTY OF ESSEX

PER _____
WARDEN

CLERK

SUN PARLOUR HOME EMPLOYEES LOCAL 860

PER _____

LETTER OF UNDERSTANDING

between

CORPORATION OF THE COUNTY OF ESSEX - SUN PARLOR HOME

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: Rescheduling of Vacation Entitlement

The parties to this Agreement agree and understand that an employee may reschedule their vacation period provided the following occurs:

1. An employee due to illness or injury is not able to commence their vacation as scheduled.
2. The Employer is notified of such illness or injury no later than the employees last scheduled workday prior to the commencement of the employees scheduled vacation.
3. The employee provided a medical doctors health certificate which substantiates that the length of illness will be for a minimum of five (5) working days.

The parties agree that this agreement may be amended with mutual consent of both the Employer and the Union.

DATED this day of June, 1999

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

RE: STUDENT FEEDERS

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

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

DATED this day of June, 1999

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF UNDERSTANDING

between

THE CORPORATION OF THE COUNTY OF ESSEX - SUN PARLOR HOME

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860

- The parties have jointly produced the attached document titled, “Disability Management/Early and Safe Return to Work Programs.”
- The parties are in agreement with the contents of the document.
- The Union requires that the document be ratified by the Union Membership.
- The Union will present the document to the Membership of the respective Locals at the first available opportunity.
- The Union will recommend to the Membership that the document be accepted and adopted.
- Following ratification the Union will formally endorse the Modified Work Program Guidelines and Procedures.
- The parties agree that the Disability Management and Modified Work Guidelines and Procedures shall form part of the Collective Agreement, Article 21.04 (new).

DATED this day of June, 1999

FOR THE EMPLOYER:

FOR THE UNION:

SCHEDULE "A"

GROUP BENEFITS

SCHEDULE "B" - HOURLY WAGE RATES

CLASSIFICATION	EFFECTIVE	MID-LOW START	MID 6 MONTHS	MID-HIGH 18 MONTHS	HIGH 30 MONTHS
Nursing Attendant	Apr 1/98	13.84	14.41	14.97	15.55
	Apr 1/99	14.19	14.76	15.32	15.90
	Apr 1/2000	14.34	14.91	15.47	16.05
Elderly Service Worker	Apr 1/98	14.79	15.40	16.04	16.66
	Apr 1/99	15.14	15.75	16.39	17.01
	Apr 1/2000	15.29	15.90	16.54	17.16
Certified H.C.A.	Apr 1/98	14.57	15.14	15.72	16.32
	Apr 1/99	14.92	15.49	16.07	16.67
	Apr 1/2000	15.07	15.64	16.22	16.82
R.N.A. Pharmacy	Apr 1/98	15.33	15.94	16.54	17.13
	Apr 1/99	15.68	16.29	16.89	17.48
	Apr 1/2000	15.83	16.44	17.04	17.63
Activator – Therapeutic	Apr 1/98	14.77	15.40	16.01	16.66
	Apr 1/99	15.12	15.75	16.36	17.01
	Apr 1/2000	15.27	15.90	16.51	17.16
Activator – CR/GR	Apr 1/98	13.86	14.41	14.98	15.55
	Apr 1/99	14.21	14.76	15.33	15.90
	Apr 1/2000	14.36	14.91	15.48	16.05
Volunteer Coordinator	Apr 1/98	13.86	14.41	14.98	15.55
	Apr 1/99	14.21	14.76	15.33	15.90
	Apr 1/2000	14.36	14.91	15.48	16.05
Charge-Ldy/Housekeeping	Apr 1/98	13.58	14.08	14.60	15.13
	Apr 1/99	13.93	14.43	14.95	15.48
	Apr 1/2000	14.08	14.58	15.10	15.63
Laundry-Wash/Sm	Apr 1/98	13.08	13.58	14.10	14.63
	Apr 1/99	13.43	13.93	14.45	14.98
	Apr 1/2000	13.58	14.08	14.60	15.13
Hskp/Ldry/Dtry-Aides	Apr 1/98	13.10	13.60	14.10	14.63
	Apr 1/99	13.45	13.95	14.45	14.98
	Apr 1/2000	13.60	14.10	14.60	15.13
Cook	Apr 1/98	15.37	15.95	16.54	17.13
	Apr 1/99	15.72	16.30	16.89	17.48
	Apr 1/2000	15.87	16.45	17.04	17.63
Assistant Cook	Apr 1/98	13.83	14.40	14.98	15.55
	Apr 1/99	14.18	14.75	15.33	15.90
	Apr 1/2000	14.33	14.90	15.48	16.05
Kitchen Assistant-Afternoon	Apr 1/98	13.83	14.40	14.98	15.55
	Apr 1/99	14.18	14.75	15.33	15.90
	Apr 1/2000	14.33	14.90	15.48	16.05
Maintenance	Apr 1/98	14.46	15.10	15.71	16.32
	Apr 1/99	14.81	15.45	16.06	16.67
	Apr 1/2000	14.96	15.60	16.21	16.82
Maintenance "A"	Apr 1/98	15.03	15.68	16.32	16.98
	Apr 1/99	15.38	16.03	16.67	17.33
	Apr 1/2000	15.53	16.18	16.82	17.48
Maintenance Lead Hand	Apr 1/98	16.34	16.65	17.31	17.98
	Apr 1/99	16.69	17.00	17.66	18.33
	Apr 1/2000	16.84	17.15	17.81	18.48
Stock Receiver	Apr 1/98	14.79	15.40	16.04	16.66
	Apr 1/99	15.14	15.75	16.39	17.01
	Apr 1/2000	15.29	15.90	16.54	17.16
Assistant Stock Receiver	Apr 1/98	13.82	14.40	14.97	15.55
	Apr 1/99	14.17	14.75	15.32	15.90
	Apr 1/2000	14.32	14.90	15.47	16.05
Ward Clerk	Apr 1/98	13.21	13.90	14.77	15.55
	Apr 1/99	13.56	14.25	15.12	15.90
	Apr 1/2000	13.71	14.40	15.27	16.05
Clerk/Bookkeeper	Apr 1/98	14.37	14.84	15.82	16.66
	Apr 1/99	14.72	15.19	16.17	17.01
	Apr 1/2000	14.87	15.34	16.32	17.16
Receptionist	Apr 1/98	13.27	13.53	14.14	14.63
	Apr 1/99	13.62	13.88	14.49	14.98
	Apr 1/2000	13.77	14.03	14.64	15.13

Shift Premium/Weekend Premium: Effective April 1, 1996, a shift premium of \$0.50 per hour for each hour worked on the evening and night shifts, Monday to Friday inclusive, and for all hours worked on Saturday and Sunday.

SCHEDULE "C"

VICTORIA STREET MANOR ADDENDUM

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

ARTICLE 3 RELATIONSHIP

3.01 All employees in the Bargaining Unit employed at the Community Support Home shall fall into one of the following categories rather than those set out in Article 3.01 in the body of the Collective Agreement.

Category 1 shall consist of those persons employed on a regularly schedule shift consisting of 160 hours (4 weeks) and daily shift of eight hours. Shifts shall be assigned on the basis of a 24 hour day and on a rotating basis. Such employees shall be entitled to all benefits and conditions in the Collective Agreement.

Category 2 shall consist of those employees hired for the following purpose or transferred from Category 3 for said purposes:

- a) replacing regular employees on extended absences due to major illness, injury, maternity or other approved leaves of absence for extended periods not to exceed six months except in the case of pregnancy, adoption or parental leaves or mutual agreement of the Union and the Employer.

Category 3 shall consist of those persons not scheduled as set forth in Category 1, but who are employed for one of the following purposes:

- a) to enable the efficient operation of the shift schedules posted from time to time providing days off for Category 1 employees;
- b) to replace those employees in Category 1 that are unable to work their regular shift as scheduled for any reason whatsoever;
- c) to provide additional staffing for limited term special projects and/or special occasions.

Due to the operational differences of the Community Support Homes, Category 3 employees while regularly scheduled to work 15 working days or less per month may exceed said 15 working days in a schedule for up to two consecutive schedules to cover for short-term absences due to illness, injury or vacation relief.

No Category 3 employee shall be scheduled in excess of 15 working days per schedule for more than two consecutive schedules without the concurrence of the Union.

Category 2 and 3 employees, upon becoming Category 1 employees without a break in service, shall acquire seniority in Category 1 on the basis of 1,852 hours worked in Category 2 or 3 equaling one year of seniority.

Category 2 and 3 employees shall be entitled to the same benefits available to part-time employees at the Sun Parlor Home, Leamington.

ARTICLE 5 NEW EMPLOYEES

5/02 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or Representative at the first appropriate opportunity.

ARTICLE 8 SENIORITY

8.01 The Corporation shall maintain a separate seniority list showing the date upon which each full-time employee's service at the Community Support Home commenced. In addition, the Corporation shall maintain a separate part-time employee's seniority list for Category 3 employees, including those temporarily assigned to Category 2.

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

ARTICLE 9 LAYOFF AND RECALL

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

ARTICLE 10 PROMOTIONS AND STAFF CHANGES

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

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

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

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

The application will be submitted in writing to the Supervisor of the Community Support Home.

ARTICLE 14 HOURS OF WORK

14.01 Working Schedule

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

14.02 **Minimum Hours**

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

14.03 **Break Period**

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

14.04 (a) This Article does not apply to the Community Support Home employees.

 (b) This Article does not apply to the Community Support Home employees.

14.07 (c) **Call-In for Part-Time Staff**

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

 (d) This Article does not apply to the Community Support Home employees.

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

14.09 This Article does not apply to the Community Support Home employees.

ARTICLE 16 **HOLIDAYS**

16.01 (b) This Article does not apply to the Community Support Home employees.

ARTICLE 17 **VACATIONS**

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

ARTICLE 22 **HEALTH AND SAFETY**

22.01 The Community Support Home will comply with all requirements and provisions of the Occupational Health and Safety and Workplace Safety and Insurance Board legislation.

22.02 The parties agree that by virtue of the size and operation of the Community Support Home, there will not be a separate Health and Safety Committee for the Community Support Home. Employees wishing to raise health and safety concerns may do so through representations to the Health and Safety Committee at the Sun Parlor Home in Leamington. The parties further agree that there will be one (1) on-site review annually at the Community Support Home to be carried out by representatives of the Health and Safety Committee at the Sun Parlor Home in Leamington.

CONTRACTING OUT

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

TABLE OF CONTENTS

	PAGE #
ARTICLE 1 - MANAGEMENT RIGHTS	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3* - RELATIONSHIP (EMPLOYMENT CATEGORIES)	2
ARTICLE 4 - CHECK OFF OF UNION DUES	3
ARTICLE 5* - NEW EMPLOYEES	4
ARTICLE 6 - CORRESPONDENCE	4
ARTICLE 7 - LABOUR MANAGEMENT & UNION REPRESENTATION	4
ARTICLE 8* - SENIORITY	5
ARTICLE 9 - LAYOFF AND RE-HIRING	7
ARTICLE 10* - PROMOTIONS AND STAFF CHANGES	8
ARTICLE 11 - GRIEVANCE PROCEDURE	10
ARTICLE 12 - ARBITRATION	11
ARTICLE 13 - DISCIPLINE AND DISCHARGE	12
ARTICLE 14* - HOURS OF WORK	13
ARTICLE 15 - OVERTIME	15
ARTICLE 16* - HOLIDAYS	15
ARTICLE 17* - VACATIONS	16
ARTICLE 18 - SICK LEAVE PROVISIONS	17
ARTICLE 19 - LEAVE OF ABSENCE	19
ARTICLE 20 - PAYMENT OF WAGES	20
ARTICLE 21 - COMPENSATION AWARD	21
ARTICLE 22* - HEALTH AND SAFETY	22
ARTICLE 23 - WELFARE BENEFITS	23
ARTICLE 24 - CLOTHING	24
ARTICLE 25 - GENERAL CONDITIONS	24
ARTICLE 26* - CONTRACTING OUT	24
ARTICLE 27 - MATERNITY LEAVE	25
ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS	25
ARTICLE 29 - COPIES OF AGREEMENT	25
ARTICLE 30 - GENERAL	25
ARTICLE 31 - STRIKES AND LOCKOUTS	26
ARTICLE 32 - TERMINATION	27
LETTERS OF UNDERSTANDING	
RESCHEDULING OF VACATION ENTITLEMENTS	28
STUDENT FEEDERS	29
DISABILITY MANAGEMENT/EARLY AND SAFE RETURN TO WORK PROGRAMS	30
SCHEDULE "A" GROUP BENEFITS	31
SCHEDULE "B" WAGES	32
SCHEDULE "C" VICTORIA STREET MANOR ADDENDUM	33

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