

SOURCE	<i>Union</i>
EFF.	<i>89/1</i>
TERM.	<i>91/6</i>
NO. OF EMPLOYEES	<i>57</i>
NOMBRE D'EMPLOYES	<i>57</i>

# Collective Agreement

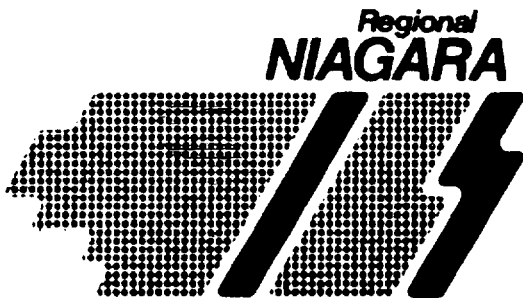
between



the Canadian Union  
of Public Employees

Local 1263

and



the Regional  
Municipality  
of Niagara

OCTOBER 1, 1989 TO SEPTEMBER 30, 1991

JUN 30 1992

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I N D E X

	<u>Article</u>	<u>Page</u>
Acquaint New Employees	6	4-5
Call-In Pay	23	24
Conditions & Benefits	39	42
Copies of Agreements	38	42
Correspondence	7	5
Discharge & Discipline	10	10
Discrimination	8	5
Grievance Procedure	9	5-10
Hours of Work	20	21-23
Job Classification	33	39
Job Security	35	41
Labour-Management Relations	12	12-13
Layoffs and Recalls	19	18-20
Leave of Absence	27	28-32
Letters of Understanding	--	44
Loss of Seniority	17	15
Management Rights	4	4
Notices	40	42
Overtime	22	23
Paid Holidays	25	24-25
Payment of Wages & Allowances	30	37-38
Plural or Feminine	37	41
Preamble	1	1
Present Practices	31	38-39
Probationary Period	14	13
Promotion & Staff Changes	18	15-18
Recognition	2	2-3
Retroactive Payment	36	41
Safety and Health	34	40-41
Seniority	15	13-14
Shift Premiums	21	23
Sick Leave	28	32-34
Strikes or Lockouts	13	13
Technological Changes	32	39
Terms of Agreement	41	43
Transfers	16	14
<del>Transportation</del>	24	24
Union Committees & Stewards	11	11
Union Dues	5	4
Union Security	3	3
Vacations	26	26-28
Welfare Benefits	29	34-37
Schedule A - Hourly Rates		46-47

THIS AGREEMENT made this 21st day of February, 1991

BETWEEN:

THE REGIONAL MUNICIPALITY OF NIAGARA  
(HOMES FOR SENIOR CITIZENS)

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1263

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

**ARTICLE 1 - PREAMBLE**

*S.O.A*  
1.01 The purpose of this agreement is to set forth formally the rates of hours of work and other working conditions, which have been mutually agreed upon, along with procedures for dealing with grievances and complaints and to promote orderly and harmonious relations between the Corporation and its employees.

1.02 It is agreed that it is in the mutual interest of the Corporation and employees, to provide for the efficient operation of the Homes under methods which will further, to the fullest extent possible, the morale and well being of the employees and the residents and economy of operations, cleanliness of the Homes and protection of property.

1.03 It is recognized by this Agreement to be the duty of the Corporation and the Union to cooperate fully, individually and **collectively** for the advancement of these conditions.

1.04 The Union will not interfere with the successful operation of any of the Regional Homes for Senior Citizens as a public service institution intended to provide adequate care and treatment to the residents.

**ARTICLE 2 - RECOGNITION**

2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for its employees of the Senior Citizens Department save and except for Department Heads and persons above the rank of Department Heads, Nurse Shift Supervisors, Unit Managers, Activation Day Care and Recreation Supervisors, Registered Nurses, Office Staff, Administrative Assistants, students employed under a cooperative work program, and those employees covered under existing Collective Agreements.

2.02 The Corporation agrees that students will not in any way displace other employees nor will they be retained in or granted work or overtime in preference to other employees who normally perform the work.

2.03 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purpose of instruction, experimenting, or in emergencies when other employees are not readily available.

2.04 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or the Union or their respective representatives which conflicts with the terms of this Collective Agreement.

2.05 The parties agree that residents who perform services as therapy shall not be used to reduce the number of staff or interfere with the working conditions or jobs of employees covered by this Agreement.

2.06 Employees who are employed for a specific term or task under a Government Employment Program shall be entitled to all rights and benefits of the Collective Agreement with the exception of Articles:

- 15 - Seniority
- 18 - Promotions and Staff Changes
- 25 - Paid Holidays
- 26 - Vacations
- 28 - Sick Leave
- 29.01 - Ontario Municipal Employees Retirement System
- 29.02 - Health Benefits
- 29.04 - Life and Accidental Death Insurance
- 35.09 - Safety Footwear

Such employees shall receive vacation pay and paid holidays as provided by the Ontario Employment Standards Act.

**ARTICLE 2 - RECOGNITION** (continued)

Such employees shall not in any way displace full-time employees nor will they be retained or granted work or overtime in preference to full-time or part-time employees who normally perform the work. Such employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired.

Employees employed under a Government Employment Program shall not perform regular bargaining unit work but shall only be employed for specific tasks which would not have been done had the Government Programs not been available.

2.07 For the purposes of this Agreement, "employees" shall be defined as follows:

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- (a) Full-time employees: Those employees who regularly work more than twenty-four (24) hours per week.
- (b) Part-time employees: Those employees who work twenty-four hours (24) per week or less than twenty-four (24) hours per week and those employees who are called in to work due to the absence of a regular employee.

2.08 Effective October 1, 1987, the Corporation shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees other than casual part-time follows. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

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**ARTICLE 3 - UNION SECURITY**

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3.01 All ~~employees~~ of the Corporation, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Employer for the full-time employees, and within thirty (30) worked days for part-time employees.

**ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01** The Union acknowledges the Corporation's right to manage the Homes in all respects in accordance with its responsibilities and commitments. In addition, the methods, processes and means of performing the work are solely the right and responsibility of the Corporation.
- 4.02** The Corporation has the right to make and alter from time to time rules and regulations to be observed by the employees provided that no changes in such rules and regulations shall be made by the Corporation without prior notice to and discussion with the Union.
- 4.03** It is the exclusive function of the Corporation to hire, promote, demote, transfer, suspend, discipline or discharge for just cause, employees in the bargaining unit subject to the provisions of this Agreement.

**ARTICLE 5 - CHECK-OFF OF UNION DUES**

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- 5.01** The Corporation shall deduct from every employee any dues, initiations, or assessments as are uniformly levied, in accordance with the Union constitution and/or bylaws, and owing by him to the Union.
- 5.02** Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a duplicate list of the names and addresses of all employees from whose wages the deductions have been made.
- 5.03** The Unit Chairman in each Home will receive monthly, a copy of the dues deduction list from their respective Homes.

**ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

- 6.01** The Corporation agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 6.02** On commencing employment or within a reasonable time thereafter, the employee's immediate supervisor shall introduce the new employee to his Union Steward or representative, who will provide him with a copy of the Collective Agreement.

**ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

6.03 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of fifteen (15) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his responsibilities and obligations to the Union.

**ARTICLE 7 - CORRESPONDENCE**

7.01 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Director or his designated representative and the Secretary of the Union or his designated representative, with copies to the Unit Officer and the National Representative, unless otherwise provided herein.

**ARTICLE 8 - NO DISCRIMINATION**

8.01 The Corporation and the Union agree that there shall be **no** discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matters of race, creed, colour, sex, age, national origin, political or religious affiliation or marital status, place of residence, nor by reason of his membership or activity in the Union or that of any dependent of the employee.

8.02 Both Parties agree to the Harassment Policy as set out in Schedule "B" of this Agreement.

**ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 In order to provide an orderly and speedy procedure for the ~~setting of~~ grievances, the Employer acknowledges the right of the ~~Union~~ to appoint or elect Stewards, whose duties shall be to ~~assist~~ any employee which the Steward represents, in preparing and presenting his grievance in accordance with the grievance procedures. A copy of all correspondence regarding grievances shall be sent to the Chief Steward.

9.02 An employee shall take up any complaint directly with his immediate supervisor or "department head" within five (5) days of the event upon which the complaint originated. The immediate supervisor shall arrange for the presence of his Steward, if he so requests. The immediate supervisor shall give his reply in writing within two (2) days.

**ARTICLE 9 - GRIEVANCE PROCEDURE** (continued)

Failing satisfactory settlement, the grievance procedure herein shall apply.

9.03 All grievances submitted shall be written and be in triplicate.

All grievances submitted at Step 3 shall be submitted to a designated person at the Home in which the grievance is initiated, during regular office hours, on a regular working day. Such designated person shall issue a signed receipt to the person who submitted the grievance, acknowledging having received the grievance and having upon it the time and date that the grievance was received.

**9.04 Step 1:**

In the first instance, an employee shall take up any grievance directly with his Department Head within four (4) days of the reply in Article 9.02. The Department Head shall arrange for the presence of his Steward. The Department Head will, within two (2) days, enter his decision on the back of the copies of the grievance and return two (2) copies to the Steward.

**9.05 Step 2:**

If the grievance is still not settled, the grievance may, within three (3) days of the reply in Article 9.04, be presented to the Administrator of the Home or his representative. A meeting between the Administrator or his representative, the Grievor, the Steward and Unit Officer will be held within two (2) days of receipt of the grievance. The Administrator or his representative shall give his decision in writing within three (3) days of the meeting being held.

**9.06 Step 3:**

If the grievance is still not settled, the grievance may, within nine (9) days of receipt of the Administrator's or his representative's decision, be presented to the Director of Human Resources and the Director of the Senior Citizens Department. A meeting with the Director of Human Resources and the Director of the Senior Citizens Department will take place within nine (9) days of the submission of the grievance. The decision of the Director of Human Resources and the Director of the Senior Citizens Department in the case of a Corporation grievance shall be given in writing within ten (10) days after the meeting at which it was discussed.



ARTICLE 9 - GRIEVANCE PROCEDURE (continued)

9.07 Step 4:

If the grievance is still not settled the grievance may, within thirty (30) days, be referred to Arbitration as follows:

- (a) Written notice shall be given to the other party formally stating the subject of the grievance and at the same time nominating an Arbitrator. Within five (5) days after receipt of such notice, the other party shall name an Arbitrator.

The Arbitrator representing the two parties shall meet as soon as possible and will attempt to agree upon a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may, within five (5) days, request the Minister of Labour for the Province of Ontario to name such Chairperson.

- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible; the intention being that all decisions shall be given with thirty (30) days after completion of the Arbitration hearing.

The decision of the majority of such Arbitration Board shall be final and binding on both parties to the Agreement; and in the event that it is not possible for the Board to reach a majority decision, then the Chairperson's decision shall be final and binding.

- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement. The Arbitration Board shall have power to vary or set aside any penalty imposed upon the grievor.
- (d) No grievance shall be submitted for Arbitration which does not ~~involve a~~ question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving Notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE (continued)

9.07 Step 4:

If the grievance is still not settled the grievance may, within thirty (30) days, be referred to Arbitration as follows:

- (a) Written notice shall be given to the other party formally stating the subject of the grievance and at the same time nominating an Arbitrator. Within five (5) days after receipt of such notice, the other party shall name an Arbitrator.

The Arbitrator representing the two parties shall meet as soon as possible and will attempt to agree upon a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may, within five (5) days, request the Minister of Labour for the Province of Ontario to name such Chairperson.

- (b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible; the intention being that all decisions shall be given with thirty (30) days after completion of the Arbitration hearing.

The decision of the majority of such Arbitration Board shall be final and binding on both parties to the Agreement; and in the event that it is not possible for the Board to reach a majority decision, then the Chairperson's decision shall be final and binding.

- (c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement. The Arbitration Board shall have power to vary or set aside any penalty imposed upon the grievor.
- (d) No ~~grievance~~ shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, **administration** or alleged violation of this Agreement. The party receiving Notice of Arbitration may, within fifteen (15) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE (continued)

9.09 Group or Policy Grievances:

Within ten (10) days of the event upon which the grievance is based, the Corporation or the Union may submit a grievance in writing to the other alleging the violation of a term of this Agreement. Such a grievance shall set out the facts and the section or sections of the Agreement claimed to be violated or relied upon and the matter shall be dealt with in accordance with Article 9.06 (Step 3) and the balance of the grievance procedure. No grievance shall be submitted by the Union under this Article 9.09 unless it involves more than one (1) employee, or unless it is a matter regarding which the Corporation has established a written policy.

9.10 When more than one (1) employee has a common grievance, a single grievance shall be presented as provided in Article 9.09 (Step 3) and shall set out names of the employees to whom it applies.

9.11 The Union and its representatives shall have the right to originate a grievance for an employee, other than through an employee or Steward, and to seek adjustment with the Corporation in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1, and the employee(s) concerned shall be present at the hearings and discussions.

9.12 If a grievance is not submitted in the time limit provided, it shall be deemed to be abandoned.

9.13 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employees or employee concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the Home and to view disputed operations and to confer with necessary witnesses.

9.14 Corporation's Grievance:

~~It is~~ understood that the Corporation has access to the grievance procedure and Arbitration in the same manner and to the same extent as the employee. It is further agreed that the Corporation may bring forward complaints and grievances within the terms of the Agreement.

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

**ARTICLE 9 - GRIEVANCE PROCEDURE (continued)**

9.16 In this Article, the word "days" shall not include Saturdays, Sundays or paid holidays.

**ARTICLE 10 - DISCHARGE AND DISCIPLINE**

10.01 Whenever the Corporation deems it necessary to censure an employee in a manner indicating that dismissal or suspension may follow or suspend or discharge such employee, the Unit Chairperson or a Steward must be present at any meeting between the employee and the Corporation at which these matters are discussed. The Corporation shall, within five days thereafter, give written particulars of such action to the employee with copies to the Steward, Chief Steward and Unit Chairperson. Such written statement shall contain the details of the incident(s) complained of and all other facts upon which the action is based.

Should an employee not want a Union Representative to be present he shall inform the Corporation of his wishes and sign a statement to that effect. In such case the Corporation shall not be obliged to have a Union Representative present.

10.02 A claim by an employee that he has been unjustly discharged or suspended, shall be treated as a grievance if a written statement of such grievance is lodged with the Director of Human Resources and the Director of the Senior Citizens Department (or his representative).

10.03 Such special grievances may be settled by confirming the Corporation's actions in dismissing, suspending or disciplining the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the decision of an Arbitration Board if the matter is referred to such a Board.

10.04 Any disciplinary action or warning in writing shall be removed from an employee's record after a period of twelve (12) months in which he has not received any disciplinary warning or suspension.

10.05 In this Article, the word "days" shall not include Saturday, Sunday or paid holidays.

**ARTICLE 11 - UNION COMMITTEES AND STEWARDS**

11.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Corporation will recognize:

- (a) A Union Committee of five (5) employees, one of whom shall be the President of the Local or his representative for the purpose of renewing or amending the Collective Agreement.
- (b) A Grievance Committee of four (4) employees, one of whom shall be the President and one of whom shall be the Chief Steward of the Local or their representative.
- (c) The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Corporation.

11.02 Stewards shall be appointed by the Union and recognized by the Corporation on the following basis:

Dorchester Manor - Northland Manor

One Unit Officer	
Housekeeping - Laundry Department	1 Steward
Kitchen - Maintenance Department	1 Steward
Nursing Department	2 Stewards

Sunset Haven - Linnhaven

One Unit Officer	
Laundry Department - Maintenance Dept.	1 Steward
Kitchen Department	1 Steward
Housekeeping Department	1 Steward
Nursing Department	3 Stewards

Upper Canada Lodge - Gilmore Lodge

One ~~Unit~~ Officer  
One ~~Steward~~

The Stewards appointed shall be employed in the Department whenever possible.

11.03 The Union shall notify the Corporation in writing of the name of each Steward and the Department(s) he represents, before the Corporation shall be required to recognize them.

**ARTICLE 12 - LABOUR-MANAGEMENT RELATIONS**

12.01

- (a) Meetings between the Corporation and the Union shall be held at times mutually agreeable to both parties. However, such meetings must be held not later than seven (7) calendar days after the request has been given.
- (b) A statement outlining the matters for discussion will be submitted by each party not less than two (2) working days prior to the time of the scheduled meetings, except in the case of an emergency.

12.02 The Corporation agrees that Stewards, Grievance Committee members and other Union officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

It is understood that a Steward, Grievance Committee members and other Union officials have their regular work to perform on behalf of the Corporation and will not leave their work without obtaining permission from their immediate supervisor, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon resuming their regular work, they will report to their immediate supervisor.

The Union agrees that employees will not be hindered, coerced or restrained or interfered with by any Union Representative when reporting incidents which relate to the well being of residents or other staff persons.

12.03 In consideration of this understanding, the Corporation will compensate these employees for time spent in handling such business at their regular rate of pay during scheduled working hours.

12.04 The Corporation will compensate such employees for time spent in negotiating meetings with the Corporation during regular scheduled working hours.

12.05 The Corporation will compensate a member of the Grievance Committee or an employee required to attend a grievance meeting with the Corporation's representative or other meetings regarding labour-management relations for his regularly scheduled work time spent in attending such meetings to the extent that he will suffer no loss of earnings.

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**ARTICLE 12 - LABOUR-MANAGEMENT RELATIONS** (continued)

12.06 The Corporation shall make available to the Union, on request, where applicable and available, information required by the Union regarding job descriptions of positions in the bargaining unit, job classifications, wage rates and a breakdown of point rating on job evaluation, pensions and welfare plans.

**ARTICLE 13 - NO STRIKES OR LOCKOUTS**

13.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "**strike**" or "**lockout**" shall be as defined in the Labour Relations Act.

**ARTICLE 14 - PROBATIONARY PERIOD**

14.01 Newly hired employees shall be considered on a probationary basis for a period of sixty (60) calendar days of employment from the date of hiring for full time employees, or forty (40) full worked days of employment from the date of hiring for part-time employees.

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During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 8 as the basis of termination.

After completion of the probationary period, seniority shall be effective from the original date of employment. The Corporation will notify the Union if a probationary employee is discharged.

**ARTICLE 15 - SENIORITY**

15.01 Master ~~seniority~~ seniority lists showing dates of seniority and individual classifications will be posted by the Corporation on the main bulletin boards with copies to the Union President, Union Secretary and Unit Chairperson in April of each year and updated in October of each year.

Individual unit seniority lists will be posted on the main bulletin boards for each Home with a copy to the Union President, Union Secretary and Unit Chairperson for each of the Homes coming under this Agreement in April of each year and updated in October of each year.

**ARTICLE 15 - SENIORITY** (continued)

15.02 The seniority date for all employees shall be the date of commencement of service within the bargaining unit, provided that those employees who were assumed by the Corporation as of January 1, 1970, shall retain the seniority dates held by them as of December 31, 1969 with the municipality, board or commission from whom they were assumed.

15.03 The seniority date for full-time and part-time-employees shall be shown on separate lists.

15.04 The seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls and shall operate on a bargaining unit wide basis.

15.05 Regularly scheduled part-time employees in each department in each home shall be offered any available work which they are capable and qualified of performing prior to such work being offered to call-in employees. The Corporation shall not be required to offer work to regularly scheduled part-time employees if such work would require a change in regularly scheduled hours or the payment of overtime.

**ARTICLE 16 - TRANSFERS BETWEEN PART-TIME AND FULL-TIME POSITIONS**

For the purpose of placement on the seniority lists, the following provisions shall apply:

16.01 When an employee transfers from full-time to part-time, he shall be transferred to the part-time seniority list on the basis that six (6) months of employment as a full-time is equal to twelve (12) months of employment as a part-time.

16.02 When an employee transfers from part-time to full-time, he shall be transferred to the full-time seniority list on the basis that twelve (12) months of employment as a part-time is equal to six (6) months of employment as a full-time.

16.03 For the purpose of layoffs, recalls, promotion and transfers, a part-time employee, when seniority is being compared with a full-time employee, shall have his seniority date recalculated to full-time seniority in accordance with Article 16.02.



ARTICLE 17 - LOSS OF SENIORITY

17.01 An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff or leave of absence approved by the Corporation. An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is not reinstated;
- (b) he resigns or retires;
- (c) he is absent from work in excess of five (5) working days without sufficient cause or without notifying the Corporation unless such notice was not reasonably possible;
- (d) he overstays a leave of absence without satisfactory reason;
- (e) he fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Corporation informed of his current address.
- (f) he is laid off for a period longer than eighteen (18) months.

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ARTICLE 18 - PROMOTION AND STAFF CHANGES

18.01 When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Corporation shall notify the Union in writing and post notice of the position on main bulletin boards for a minimum of five (5) working days in order that all members will know about the position and be able to make written application therefore.

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It is understood that the Corporation may proceed with other advertising of any position outside the bargaining unit during the time of the posting. It is further understood and ~~agreed~~, with the exception of the provisions of this paragraph 18.01, the provisions of this Agreement shall not apply to any position outside of the bargaining unit.

Short periods of absenteeism of up to two (2) months duration need not be posted and shall be filled by part-time employees. During such temporary assignments such employees shall retain their status as part-time employees.

Absenteeism of over two (2) months duration such as arise because of extended illness or accident, pregnancy leave, Workers' Compensation accident, leaves of absence, etc., shall be posted and filled in accordance with Article 18 of

**ARTICLE 18 - PROMOTION AND STAFF CHANGES** (continued)

this Agreement. Such posting shall clearly state that "this is a temporary position" and any employee who is selected for such position shall be returned to his former position with the Corporation upon completion of the period of absence.

A part-time employee who is the successful applicant for a temporary full-time position shall retain his status as a part-time employee during such temporary posting.

After eighteen (18) months such temporary vacancy shall be posted as a regular position and filled in accordance with Article 18 of this Agreement.

Casual on-call vacancies which do not involve scheduled shifts need not be posted. The Corporation shall supply the Union with a monthly list of newly hired and terminated casual employees.

**18.02** Such notice shall contain the following information: nature of the position; qualifications required; shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

**18.03** No outside advertisement for additional employees within the bargaining unit shall be made until present employees have had a full opportunity to apply. Applications for posted vacancies are to be made in writing on the prescribed form.

Letter of Understanding (#1)

"That the Corporation will implement the following on a twelve (12) month trial basis:

Applications for job postings shall be submitted to a designated person at the Home in which the applicant is employed, during regular office hours, on a regular working day. Such designated person shall issue a signed receipt to the applicant acknowledging having received the application and shall have upon it the time and date upon which the application was received.

Working days shall not include Saturdays, Sundays or paid holidays and regular office hours shall be from **8:00 a.m.** to **4:00 p.m.**"

**18.04** Both parties recognize:

- (a) the principle of promotion within the service of the Corporation;

**ARTICLE 18 - PROMOTION AND STAFF CHANGES (continued)**

(b) that job opportunities should increase in proportion to length of service.

18.05 In promotions and demotions, the following factors shall be considered:

- (a) seniority;
- (b) knowledge, efficiency and ability to carry out the duties of the job;
- (c) physical fitness.

And, when factors (b) and (c) are relatively equal in the judgement of the Corporation, which shall not be exercised in an arbitrary or discriminatory manner, factor (a) shall govern.

In all cases of transfers, appointments shall be given to the senior applicant able to meet the normal requirements of the job.

18.06 A senior unsuccessful applicant who applies for a posted vacancy shall receive, on request, written reason why he did not receive the posted position within five (5) working days of the request. The Corporation shall post the name of the successful applicant for each vacancy.

18.07 Appointments from within the bargaining unit shall be made within twenty (20) days of the original posting date.

18.08 The successful applicant shall be placed on trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days. During the aforementioned trial period, if the successful applicant proves unsatisfactory in the position or if he finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and wage or salary. The Corporation shall post the vacancy.

18.09 During the said trial period, the vacancy created by the successful applicant will not necessarily be posted. If and when the successful applicant proves satisfactory, the posting of the vacancy created by his or her transfer shall be posted for five (5) consecutive days.

**ARTICLE 18 - PROMOTION AND STAFF CHANGES** (continued)

18.10 The Secretary of the Union and Unit Chairperson shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within fifteen (15) days of their occurrence.

18.11 An employee who has ~~been incapacitated~~ at his work by injury or compensable ~~occupational disease~~, or who through ~~advancing years~~ or temporary disablement is unable to ~~perform his regular~~ duties, will be given preference in employment in other work he or she can do if such work is available. Such employee may not displace an employee with more seniority.

18.12 No employee shall be promoted or transferred to a position outside the bargaining unit without his consent. If an employee is promoted or transferred to a position outside of the bargaining unit he shall retain his seniority acquired at the date of leaving the unit for a period of not more than two (2) years. If such an employee returns to the bargaining unit he shall be placed in a job consistent with this seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority and shall be subject to discussion between the Union and the Corporation.

18.13 When the Corporation decides to withdraw or postpone the filling of a vacancy, the Union will be notified in writing.

18.14

(a) In this Article, vacancies shall mean those of a long-term nature, such as arise through quits; new jobs; extended illness; leave of absence etc., over two (2) months.

(b) In vacancies of two (2) months or less, which the Corporation intends to fill, the Corporation shall appoint a qualified person from within the Department according to seniority.

**ARTICLE 19 - LAYOFFS AND RECALLS**

19.01 Both parties recognize that job security should increase in proportion to length of service.

19.02 Notice of Layoffs:

In the advent of a proposed layoff at any one of the Corporation's Homes of a permanent or long-term nature, the Corporation will:

ARTICLE 19 - LAYOFFS AND RECALLS (continued)

- (a) provide the Union with no less than fifteen (15) working days, where possible, regarding notice of such layoff; and
- (b) meet with the Union through the Labour Management Committee to review the following:
  - (i) the reason causing the layoff;
  - (ii) the service the Corporation will undertake after the layoff;
  - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

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Any agreement between the Corporation and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in the Agreement. ~~Notice of layoff shall be in accordance with the provisions of the Employment Standards Act.~~

19.03 Layoff and Recall:

When layoffs are necessary, employees shall be laid off in the following order:

- (a) probationary part-time employees;
- (b) probationary full-time employees;
- (c) other employees in the reverse order of their seniority. In determining the seniority of part-time employees for the purpose of layoff and recall, such part-time employees shall have their seniority pro-rated in accordance with Article 16.01 of this Agreement.

19.04 An ~~employee~~ shall have opportunity of recall from layoff to an ~~available~~ opening, in order of seniority, provided he has the **ability** to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been complete.

In determining the ability of an employee to perform the **work** for the purposes of the paragraphs above, the Corporation shall not act in an arbitrary or unfair manner.

**ARTICLE 19 - LAYOFFS AND RECALLS** (continued)

An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employee shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Corporation through the Personnel Department shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Corporation (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his proper address being on record with the Corporation and through written notification of his availability for recall to work.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to a temporary vacancy of less than ten (10) days shall not be required to accept such recall and may instead remain on layoff. For recalls in excess of ten (10) working days, employees shall be required to accept such recalls in accordance with Article 17.01 (e) of this Agreement.

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19.05 In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board and the Chief Steward shall be the ~~last persons~~ laid off during their terms of office, so long as full-time work which they are qualified to perform at their own or at a lower wage level, is available.

19.06 For all full-time employees, the Corporation agrees to pay its share of premiums for group insurance plans for **the two** (2) months following the month of layoff. The laid-off employee will pay his share of such premiums from final wages. In the event of a longer layoff, and not exceeding twelve (12) months, employees so affected will be given the opportunity to continue the coverage through direct payment provided the plan permits it.

19.07 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 20 - HOURS OF WORK

20.01 It is understood and agreed that the Home is a twenty-four (24) hours per day, seven (7) days per week, continuous operation and the services must be maintained on a rotating basis. It is agreed that the nursing staff and any other employee directed to do so shall work three (3) shifts on a rotating basis of one (1) week intervals whenever possible.

The regular work day shall consist of eight (8) hours of work inclusive of meal period.

The regular work week shall not be more than forty ~~(40)~~ hours for each employee in each calendar week. Time off shall be arranged as far as possible so as to permit all employees to have regular days off in groups of two (2), three (3), or four (4) consecutive days off. Split days off shall be kept to an absolute minimum.

Time off shall be arranged as far as possible so as to permit all employees to have an equal number of weekends off. This provision shall not apply in the case of employees who work weekends at their request. A weekend shall be defined as those shifts in which the majority of hours worked fall on a Saturday and Sunday.

The day measured on a midnight-to-midnight basis, during which the majority of the hours of a shift are worked, shall determine the calendar day to which that shift shall belong.

It is mutually agreed that a schedule for the year defining the pay periods, commencing with the 11:30 p.m. shift and ending with the 3:30 p.m. shift for pay period will be prepared.

20.02 The Corporation does not guarantee the above standard hours of work; but before any change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union.

20.03

(a) All ~~scheduled~~ shifts for all departments shall be posted four (4) full weeks in advance. Such schedules will show the employee's regular days of work, together with regular assigned time off. Once the schedule has been posted, there will be no rearrangement of said schedule without twenty-four (24) hours notice to the employee involved, except in case of emergency or unless someone is returning after an illness.

(b) No employee shall be scheduled to work more than seven (7) consecutive days except upon his own request.

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**ARTICLE 20 - HOURS OF WORK (continued)**

**20.04** No employee shall be required to work a split shift.

**20.05** An employee reporting for work on his regular shift shall be paid his regular rate of pay for the period worked, with a minimum of four (4) hours' pay.

**20.06** Schedule of Shifts:

Kitchen

6:30 a.m. - 2:30 p.m.,  
7:00 a.m. - 3:00 p.m.,  
8:00 a.m. - 4:00 p.m.,  
9:00 a.m. - 5:00 p.m.,  
9:30 a.m. - 5:30 p.m.,  
10:00 a.m. - 6:00 p.m.,  
10:30 a.m. - 6:30 p.m.,  
11:00 a.m. - 7:00 p.m.,  
11:30 a.m. - 7:30 p.m.,

Laundry

7:00 a.m. - 3:00 p.m.,  
7:30 a.m. - 3:30 p.m.,  
8:00 a.m. - 4:00 p.m.,  
3:30 p.m. - 11:30 p.m.,

Nursing

6:00 a.m. - 2:00 p.m.,  
7:30 a.m. - 3:30 p.m.,  
3:30 p.m. - 11:30 p.m.,  
11:30 p.m. - 7:30 a.m.,

Maintenance Man - Eng.

7:00 a.m. - 3:00 p.m.,  
7:30 a.m. - 3:30 p.m.,  
8:00 a.m. - 4:00 p.m.,  
3:30 p.m. - 11:30 p.m.,  
11:30 p.m. - 7:30 a.m.,

Maintenance Man-Driver

8:30 a.m. - 4:30 p.m.,

Maintenance Man Storekeeper

8:30 a.m. - 4:30 p.m.,

Housekeeping

8:00 a.m. - 4:00 p.m.,  
3:30 p.m. - 11:30 p.m.,  
7:00 a.m. - 3:00 p.m.,

Activation Workers

8:30 a.m. - 4:30 p.m.,

- (a) A day shift shall be one in which the majority of the scheduled hours fall between **8:00 a.m. - 4:00 p.m.**
- (b) An afternoon shift shall be one in which the majority of the scheduled hours fall between **4:00 p.m. - 12:00 midnight.**
- (c) A night shift shall be one in which the majority of the scheduled hours fall between **12:00 a.m. - 8:00 a.m.**



**ARTICLE 20 - HOURS OF WORK** (continued)

**20.07** The increase or reduction in the duration of a shift as a result of changes in daylight saving and standard times will not result in the increase or reduction of normal pay for such shift.

**20.08** Where the Corporation and the Union agree to a work schedule for a department in any Home adherence to that schedule shall not be considered a violation of Article 20 of this Agreement.

**ARTICLE 21 - SHIFT PREMIUMS**

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**21.01** Employees shall receive an additional compensation of \$0.50 per hour effective October 1, 1989 for working the afternoon or night shift as defined under Article 20 (Hours of Work). Shift premiums shall apply in calculating vacation pay and pension contributions. Shift premiums shall not apply when overtime rates are being paid under Article 22 (Overtime).

**ARTICLE 22 - OVERTIME**

**22.01** Authorized work performed in excess of regularly scheduled work hours on a daily or calendar week basis will be counted as overtime work and will be paid for at the rate of time and one-half (1.5) the employee's regular rate of pay.

In any calendar week **if** an employee works on his first regularly scheduled day off, he shall be paid at the rate of time and one-half (1.5); and if he works on **his, second** regularly scheduled day off, he shall be paid at the rate of double his regular rate of pay.

No overtime shall be paid to an employee who works in excess of his regularly scheduled work hours in a one calendar week period or on a regularly scheduled day off as a result of an **exchange** of a shift between two employees for reason of **personal** convenience.

Overtime rate shall not apply to part-time employees who work on their regularly scheduled day off except for hours worked in excess of the normal eight (8) hour shift or in excess of forty (40) hours in any calendar week.

**22.02** Opportunities for overtime work shall be distributed by the Corporation as equally as is practicable among the employees in a department who normally perform the work involved.

**ARTICLE 22 - OVERTIME** (continued)

**22.03** Employees shall not be required to layoff during regular hours to equalize any overtime work. Neither overtime premiums nor credits for overtime shall be pyramided.

**ARTICLE 23 - CALL IN PAY**

**23.01**

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- (a) An employee who is called in outside his standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight-time rates, or at his applicable overtime rate for the time worked on the call-in, whichever is the greater.
  - (b) An employee who is called in to replace an employee for a full eight (8) hour shift shall be paid for the eight (8) hours provided he reports for work within one-half (0.5) hour of the normal starting time.

**ARTICLE 24 - TRANSPORTATION FOR EMPLOYEES**

**24.01** When the Corporation shall call any employee after 10:30 p.m. to come into work between 11:30 p.m. and 7:30 a.m., the Corporation shall, if requested, provide transportation from and to the employee's home and shall otherwise comply with the Employment Standards Act.

**ARTICLE 25 - PAID HOLIDAYS**

**25.01** The Corporation recognizes the following paid holidays at the employee's standard rate of pay:

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|-----------------------------|------------------|
| New Year's Day              | Labour Day       |
| Heritage Day (Second Monday | in February)     |
| Good Friday                 | Thanksgiving Day |
| Easter Monday               | Remembrance Day  |
| Victoria Day                | Christmas Day    |
| Canada Day                  | Boxing Day       |
| Civic Day                   |                  |

and, any other day proclaimed as a holiday by the Dominion, Provincial, or Municipal Government.

**ARTICLE 25 - PAID HOLIDAYS** (continued)

**25.02** A full-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one (1) normal day's pay or a lieu day off with pay at a time mutually agreeable to the Corporation and the employee, provided that he has worked his full scheduled shift immediately preceding and succeeding the paid holiday unless excused in writing by his supervisor or the Administrator, and he has worked in the week in which the holiday is observed.

**25.03** The Corporation may require employees to work on paid holidays; and it is agreed that they will receive time and one-half (1.5) for the time worked; and, in addition, they shall receive a lieu day off with pay at a time mutually agreeable to the Corporation and the employee.

**25.04** When an employee is scheduled to work on a paid holiday and does not work, he shall not be paid for the holiday unless excused in writing by his supervisor or the Administrator.

It is further agreed that part-time employees covered by this Agreement have the same responsibility to work on paid holidays when required.

**25.05** It is understood that an employee will not be required to work his/her scheduled shift before or after a paid holiday if he/she is absent on sick leave and can provide a doctor's certificate, or if he/she is on an authorized leave of absence.

**25.06** If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

**25.07** Part-time employees will be paid for time worked at the rate of double time and one-half (2.5). If they do not work a holiday, they will not be paid.

**25.08** ~~Employees~~ Employees shall be allowed to accumulate up to two (2) lieu days for use at a later date at a mutually agreeable time.

**ARTICLE 26 - VACATIONS**

26.01 Full-time employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

<del>54</del>	<u>Years of Service as of May 31 in the Current Year</u>	<u>Vacation</u>	<u>Vacation Pay</u>
	Less than one (1) year	One (1) working day for each month up to a maximum of ten (10)	4%
01-02	One (1) year or more	Two (2) weeks	4%
03-03	Three (3) years or more	Three (3) weeks	6%
08-04	Eight (8) years or more	Four (4) weeks	8%
17-05	Seventeen (17) years or more	Five (5) weeks	10%
28-06	Twenty-eight (28) years or more	Six (6) weeks	12%

26.02 Vacation pay for full-time employees will be calculated at the appropriate percentage (indicated in Article 26.01) of gross annual earnings in the vacation year ending May 31st or forty (40) hours' pay at the employee's regular rate, whichever is greater.

26.03 A full-time or part-time employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate payment of salary or wages payable to him under this Article in lieu of such vacation.

**26.04**

(a) An employee entitled to up to three (3) weeks vacation may take it at one time during the calendar year.

(b) By March 15th each department shall post a list and the employees shall indicate by April 1st the vacation period they wish. The Department Head shall then set the vacation periods, taking into account the wishes of the employees on the basis of seniority, insofar as he considers consistent with the efficient functioning of the department; but consideration of seniority shall be related only to the first three (3) weeks of an employee's vacation.

ARTICLE 26 • VACATIONS (continued)

- (c) The Department Head shall post a list of the vacation periods by April 15th. After April 15th, the Department Head or the employee shall not alter the vacation periods unless by mutual consent.
- (d) An employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Department Head, take his vacation at one time during the calendar year.
- 55/D (e) Unused vacations may not be accumulated without the prior approval in writing of the Director-Regional Administrator+

26.05 Where an employee qualifies for sick leave requiring hospitalization, bereavement or any other approved leave during his period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

26.06 Vacation pay will be available to the employee at the start of his vacation period providing a Request for Vacation Pay Form is submitted through the Department Head to the Payroll Department three (3) weeks prior to the start of the vacation.

84/B 26.07 Part-time employees shall be entitled to an annual vacation in accordance with credited service with pay calculated at the appropriate percentage of gross earnings in the vacation year ending May 31st as follows:

<u>Years of Service as of May 31 in the Current Year</u>	<u>Vacation</u>	<u>Vacation Pay</u>
Less than one (1) year	5/6 of a day for each month worked	4%
<u>One (1) year or more</u>	Two (2) weeks	4%
Five (5) years or more	Three (3) weeks	6%
Ten (10) years or more	Four (4) weeks	8%

26.08 Employees who are absent without pay for more than three (3) consecutive months for reasons other than Workers' Compensation shall receive a pro-rated reduction in their vacation entitlement.

ARTICLE 26 - VACATIONS (continued)

26.09 In consideration of seniority for vacation preference as provided in Article 26.04(b) full-time employees shall have preference over part-time employees.

ARTICLE 27 - LEAVE OF ABSENCE

27.01 The Corporation will grant leave of absence without pay and without loss of seniority provided that such leave is for good and sufficient reason and can be granted consistent ~~with the requirements~~ of the Corporation. Requests shall be in writing and shall be submitted to the Administrator of the Home at least two (2) weeks in advance of the commencement of the requested leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request is not granted. Such leaves shall not exceed two (2) months and shall not be granted during the months of July, August or December unless, in the opinion of the Corporation, there are exceptional circumstances.

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27.02 Employees selected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for the same provided the Corporation is given two (2) weeks notice in writing with a copy to the Administrator and Department Heads. No more than three (3) employees from any one Home may be absent at any one time. In any one Home, such leaves without pay shall not total more than one hundred (100) working days, in one calendar year, excluding travelling time. The Corporation will continue to pay the employee's salary and benefits and invoice the Union for the same.

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27.03 Jury or Witness Duty:

The Corporation shall grant leave of absence without loss of seniority to any full-time or part-time employee who serves as a juror or witness in any Court. The Corporation shall pay such an employee the difference between his normal earnings and the payment he received for jury service or Court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

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27.04 When death occurs in the immediate family of a full-time or part-time employee, said employee shall be granted leave of absence with pay for attending the funeral and making necessary arrangements and for mourning. Such leaves shall not exceed three (3) days. Five (5) days for spouse, son or daughter. An employee shall be paid for such of those days as are scheduled working days.

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ARTICLE 27 - LEAVE OF ABSENCE (continued)

The immediate family referred to in this clause shall be deemed to mean: mother, father, step-parents, guardian, mother-in-law, father-in-law, grandparents, grandchildren, sister, brother. Additional travel time, where required, will be provided without pay.

27.04 The Corporation further agrees that leave of absence up to one (1) day will be granted to attend the funeral of a brother-in-law or sister-in-law, provided that the employee was scheduled to be at work on the day of the funeral. If this day falls on a day he would normally have worked, he shall be paid for it.

An employee who can show proof of death of an immediate family member, but because of distance is unable to attend the funeral, shall be granted one day's leave of absence with pay, if such employee is scheduled to work on that day.

27.05 Maternity Leave:

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Upon written request, leave of absence without pay and without loss of seniority of up to six (6) months in total before and after the birth of a child shall be granted for pregnancy. The Corporation shall have the right at any time during or after the pregnancy to require the employee to produce a medical certificate that the employee is fit to carry out the normal duties of her occupation; and in the event the employee cannot supply a certificate that she is fit to carry out her normal duties, the Corporation shall have the right to require that she then take a leave of absence, as set out above, without pay.

On return from maternity leave, the employee shall provide the Corporation with at least two (2) weeks' written notice. On return from maternity leave, the employee will be placed in a position in the department she was in prior to taking such leave. An employee on maternity leave shall continue to accumulate seniority during such leave.

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The Corporation shall pay the difference between an employee's fifteen (15) week UIC Maternity Benefit and seventy-five per cent (75%) of her regular wage provided such employee has been employed a minimum of three (3) months by the Corporation.

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**ARTICLE 27 - LEAVE OF ABSENCE** (continued)

27.06 Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any Federal, Provincial or Municipal election or referendum. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation as may be necessary to provide such three (3) hours while the polls are open. The employee shall suffer no loss of pay for such absence.

27.07 When an employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination or treatment in connection with a disability sustained as a result of military service, the

Corporation shall continue to pay the employee's normal salary or wage for such period of absence, less any allowance or gratuity other than for transportation and meals received by the employee from the Department of Veteran's Affairs. Employees shall be required to present a Veteran's Affairs chit for the amount of time detained.

27.08

(a) The Corporation agrees to pay up to a maximum of \$250 per year towards the cost of any academic or technical course ~~of study~~ approved by the Corporation. Applications for approval shall be made by the employee as required by the Corporation which shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. If the course is not deemed appropriate the reason should be given in writing to the employee. The Corporation shall also determine from time to time the conditions under which such payments shall be made and shall advise the Union immediately of any change of policy.

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Letter of Understanding (#2)

"That the Corporation shall include members chosen by the Union on a joint Education Committee."

(b) When it is necessary to write an examination following completion of a course of study approved through the Corporation's Adult Education Policy, time off without loss of pay or seniority will be granted sufficient to write such an examination. Travel or other expenses will not be covered. Application for approval of such courses is to be made to the Director of the Homes for the Aged.



ARTICLE 27 - LEAVE OF ABSENCE (continued)

27.09

(a) Upon receipt of reasonable notice, the Corporation shall grant leave of absence without pay and without loss of seniority and without further accumulation of seniority to only one (1) employee who is elected or selected for a full- or part-time position with C.U.P.E., The Ontario Federation of Labour or The Canadian Labour Congress for a period of up to two (2) years. The employee shall be entitled to return to his former position at the expiration of the period or to another position in accordance with his ability and seniority, if his former position is not available.

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(b) Where leave of absence has been granted under this Article to an employee who has been elected to the National Executive Council of the Canadian Labour Congress such leave of absence shall be automatically renewed for the duration of the employee's term of office.

Seniority and sick leave credit status for such employee shall be established by the Corporation at the time of expiry of the original two (2) year leave.

27.10

When elected to Federal, Provincial or Municipal office, the Corporation will grant leave of absence without pay and without loss or further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may be granted on written application.

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An adoptive mother will be granted adoption leave, without pay and without loss of seniority, for a period not to exceed six (6) months commencing from the date of placement of the adopted child provided notice of intention to adopt is given to the Corporation at least three (3) months in advance of the date of placement. It is recognized that the date of placement may not be known until almost immediately prior to such date. On return from adoption leave the employee will be placed in her former position.

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An employee who wishes a day's leave of absence without pay for personal reasons shall be granted such leave upon giving reasonable notice (a minimum of two hours) prior to the start of her shift. Such leave shall be limited to no more than five shifts per calendar year.

**ARTICLE 27 - LEAVE OF ABSENCE** (continued)

27.13 During the first eighteen (18) months of an absence, an employee returning to work shall be entitled to return to his former position. An employee returning to work after an absence in excess of eighteen (18) months shall be entitled to claim any position for which he is capable and qualified in accordance with the layoff and recall procedures of this Agreement.

**ARTICLE 28 - SICK LEAVE**

28.01 Pay for sick leave is for the sole purpose of protecting full-time employees against loss of income when he or she is legitimately ill, disabled, quarantined by authority of a Medical Officer of Health or because of an accident for which compensation is not payable under the Workers' Compensation Act.

28.02 Subject to Article 28.03 each January 1st, all full-time employees who have completed their initial probationary period shall have eighteen (18) days' sick leave credited to them in advance. In the event of termination of employment during the calendar year, this credited advance will be reduced proportionately.

All new employees hired after January 1st, shall be entitled to one and one-half (1.5) days per month sick leave credit accumulated from the first day of the next month after completion of their probationary period.

Part-time employees with accumulated sick leave credit as of the date of signing this Agreement shall be entitled to retain and use such credits, but shall not be entitled to any further accumulation or participation in the sick leave plan provided by this Agreement.

28.03 Any and all of the unused portion of sick pay credit shall be accumulated to benefit the employee from year to year, provided that no employee shall be entitled to accumulate sick leave credit in excess of three-hundred and forty (340) days.

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The number of days for which an employee received sick pay shall be deducted from his cumulative sick leave credit. Deductions shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent on sick leave as defined in Article 28.03. Absence for one-half (0.5) day or more and less than one (1) full day shall be deducted as one-half (0.5) day.

Payment for sick leave will be at the employee's basic rate of pay excluding shift, overtime or other premiums.

ARTICLE 28 - SICK LEAVE (continued)

- 28.05 A record of all unused sick leave will be kept by the Corporation and immediately after the close of each calendar year, the Corporation shall post on all bulletin boards the amount of sick leave accrued to the employee's credit and a copy to the Union.
- 28.06 When an employee is given leave of absence without pay, for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., he shall not receive sick leave credit for the period of such absence but shall retain his cumulative credit, if any, existing at the time of such leave or layoff.
- 28.07 An employee who is absent from employment due to pregnancy or childbirth is not eligible for sick leave pay unless such leave is due to an illness or injury caused by the pregnancy and/or childbirth.
- 28.08 An employee may utilize sick leave allowance for absence from employment:
- (a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided an employee in receipt of an Award under the Workers' Compensation Act shall be excluded from utilizing sick leave allowance;
  - (b) caused by exposure to contagious disease that, in the opinion of the Medical Officer of Health or Home Physician, might endanger the health of other employees or residents by his attendance on duty.
- 28.09 Payment for cumulative sick leave credits shall be subject to the following conditions:
- (a) An employee shall on the first day of illness report such illness to his department head or representative where possible. The employee shall cause notice to his immediate supervisor at least two (2) hours before the start of the shift.
  - (b) An employee reporting sick shall be required to file a doctor's certificate or certificates from time to time with the Administrator or his representative, if requested in advance. Such certificate shall be paid for by the Corporation when payment is required.

**ARTICLE 28 - SICK LEAVE** (continued)

- (c) In the event an employee fails to report on the first day or fails to file a doctor's certificate as outlined above, he shall not be entitled to any sick leave benefits as provided herein unless, in the opinion of the Administrator or his representative, there was reasonable justification for the employee's failure to report or file the said certificate.
- (d) Upon death or termination of employment after five (5) years of service, an employee or his representative shall be entitled to be paid an amount equal to **50%** of the value of his accumulated sick leave credits, but not exceeding one-half (0.5) year's earnings at the rate received by such employee immediately prior to such death or termination.  
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- (e) All employees of the Corporation who, previous to the enactment of Bill 174, did possess accumulated sick leave credits shall be entitled to retain such accumulated sick leave credits thereafter in accordance with Bill 174 or any other applicable statute.

**ARTICLE 29 - WELFARE BENEFITS**

29.01 In addition to the Canadian Pension Plan, every new full-time employee shall join the Ontario Municipal Employees Retirement System. The Corporation and the employee shall make contributions in accordance with the provisions of the Plan.

29.02 The Corporation shall pay one hundred per cent (100%) for all-~~eligible~~ employees regularly scheduled for thirty-two (32) hours or more per week:

- 1. Blue Cross Plan for Semi-Private Hospital Care (or equivalent).
- 2. Blue Cross Extended Health Care (or equivalent) (\$10-\$20 deductible) with provisions for eyeglasses (\$125 per year) and hearing aids (\$600 per year).
- 3. Blue Cross Code 9 Dental Plan (or equivalent) based on previous year's rate as amended from time to time. Effective July 1, 1990, Dental Plan amended to provide coverage for orthodontics, capping and crowns, \$1,500 maximum lifetime benefit, 50/50 co-insured.

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*71 / 2*

ARTICLE 29 - WELFARE BENEFITS (continued)

29.03

(a) *86/e* Subject to eligibility, the Corporation shall pay sixty-six and two-thirds per cent (66-2/3%) of the premiums for employees regularly scheduled less than thirty-two (32) hours but more than sixteen (16) hours per week.

- ✓ 1. Blue Cross Plan for Semi-Private Hospital Care (or equivalent).
- ✓ 2. Blue Cross Extended Health Care (or equivalent) (\$10-\$20 deductible) with provisions for eyeglasses (\$125 per year) and hearing aids (\$600 per year).
- ✓ 3. Blue Cross Code 9 Dental Plan (or equivalent) based on previous year's rate as amended from time to time. Effective July 1, 1991, Dental Plan amended to provide coverage for Orthodontics, capping and crowns, \$1,500 maximum lifetime benefit, 50/50 co-insured.
- ✓ 4. Life Insurance - one and one-half (1-1/2) times the annual basic salary rounded to the next \$500.

(b) Employees regularly working sixteen (16) hours or less per week shall receive twelve per cent (12%) in lieu of the Health and Welfare Benefits in this Article.

(c) The number of hours an employee is regularly scheduled to work per week shall be determined by totalling the number of paid hours in a three (3) month period and dividing that total by the number of weeks in that three (3) month period. Such calculation shall determine the employee's benefit entitlement for the following three (3) month period. The three (3) month periods shall be defined as ~~the first~~ full pay period January 1 to March 31, April 1 to ~~June 30~~, July 1 to September 30 and October 1 to December 31 in any calendar year. Newly hired employees shall have their benefit entitlement in accordance with the hours they are scheduled to work.

29.04

Full-time employees shall participate in a group plan of Life and Accidental Death and Dismemberment Insurance with the Corporation paying 100% of the premiums. Coverage for employees shall be equal to one and one-half (1.5) times the annual basic salary or wages rounded to the next highest \$500.

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ARTICLE 29 - WELFARE BENEFITS (continued)

Retired employees up to the age of seventy (70) shall be covered with \$2,000 Life and Accidental Death and Dismemberment Insurance.

29.05 The Corporation agrees to pay its share of the premiums up to the end of the month in which the sick leave credits are exhausted.

29.06 The Corporation will contribute its share of the premiums for all coverages under this Article commencing with the first full month following completion of the initial probationary period. Contributions to the OMERS Pension Plan will commence on the first day of employment.

29.07 Participation for eligible employees on the above plans shall be compulsory to the extent that there is no duplication of coverage.

29.08 The Corporation shall continue to pay its share of the premiums of the plans detailed under Articles 29.02, 29.03 and 29.04 while an employee is in receipt of Workers' Compensation benefits until such time as the employee is awarded pension by the Workers' Compensation Board.

29.09 Effective May, 1985 the Corporation shall pay 75% of the premium for a mutually agreed upon Long-Term Disability Plan for full-time employees which shall provide coverage for 75% of an employee's gross annual income to age 65 commencing at the later of, expiration of sick leave or ninety (90) days. The Corporation shall pay 50% and the employees shall pay 50% of the premium for this benefit for all part-time employees who are regularly scheduled to work 24 hours per week or more. All payments required of the Corporation under Articles 29.02, 29.03(a) and 29.04 shall be continued for employees receiving long-term disability benefits, and for the period following the expiration of sick leave to a maximum of two (2) months.

29.10 When an employee commences a leave of absence during which he is responsible for paying any portion of the cost of his benefit premiums, the following shall apply:

- (i) the Corporation shall notify such employee of the above requirement at the commencement of his leave, and
- (ii) the Corporation shall bill the employee monthly for the premium cost, and

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**ARTICLE 29 - WELFARE BENEFITS (continued)**

(iii) after notifying the employee of their intention of doing so, the Corporation may discontinue payment once such employee is more than two (2) months in arrears.

Prior to the commencement of the employee's leave of absence, such employee may approach the Corporation in order to arrange an alternative method of repayment **as** may be agreed upon between the Corporation and the employee.

**ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES**

**30.01** The Corporation shall pay salaries and wages weekly after 9:30 a.m., Thursday payday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of his wages and deductions.

All employees shall receive their pay cheques during their normal shift, except the afternoon and night shifts. Night shift employees shall receive their pay when coming off shift on the morning of payday. The afternoon shifts shall receive their pay when coming off shift the day prior to **payday**.

$\frac{15}{1}$  **30.02** The principle of equal pay for equal work shall apply, regardless of ~~sex~~, in accordance with the Employment Standards Act.

**30.03** When an employee temporarily substitutes in and performs the principal duties of the higher paying position, he shall receive the rate for the job. When an employee temporarily substitutes in a higher paying position for which a salary range has been established, he shall receive that rate. When an employee is assigned to a position ~~pay a~~ lower rate, his classified rate shall not be ~~reduced~~ until after sixty (**60**) consecutive working days.

**30.04** Employees may, upon giving at least three (3) weeks notice, receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation.

$\frac{39A}{999}$  **30.05** Employees required to work more than two (2) hours' over their scheduled shift in any day or shift shall be provided with a meal by the Corporation.

**ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES** (continued)

**30.06** Upon being notified by the employee and upon being verified by the Corporation, the Corporation shall issue a make-up cheque to cover any shortages in an employee's pay cheque within 24 hours of being notified by the employee.

**ARTICLE 31 - PRESENT PRACTICES**

**31.01** It is agreed that present practices not amended by this Agreement shall continue to be in effect during the life of the Agreement as follows:

(a) Day Shift - two (2) fifteen (15) minute breaks--  
one (1) in the morning and one (1) in the afternoon.

Afternoon Shift - one (1) thirty (30) minute break during shift.

Midnight Shift - one (1) thirty (30) minute break during shift.

(b) Effective January 1, 1987 the Corporation shall issue four (4) sets of uniforms to full-time employees and three (3) sets of uniforms to part-time employees. Each uniform is to be returned upon issue of a new uniform and the uniforms shall have a union label.

**31.02**

(a) Employees who are absent on account of illness must report to the Department Head at least twelve (12) hours before returning to duty. Employees who fail to do so and return to work and discover relief help to be on duty in their place, must return home until the next scheduled shift.

(b) When an employee has been absent for seven (7) or more calendar days due to illness or leave of absence and his or her date of return was not definite, he must advise his immediate supervisor when he will be returning to work at least twenty-four (24) hours before his intended return.

**31.03** Proper accommodation shall be provided for employees to have their meals and keep and change their clothes according to Provincial legislation.



ARTICLE 31 - PRESENT PRACTICES (continued)

31.04 The Corporation shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. All such notices shall be submitted to the Director or his designated representative who shall arrange for their prompt posting.

ARTICLE 32 - TECHNOLOGICAL CHANGES

32.01

(a) Without restricting its right to determine the methods used in the operation of the various Homes, the Corporation agrees that ~~no. employee who has completed his probationary period shall be laid off or have his employment terminated as a direct result of any technological change in methods.~~

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(b) The Corporation shall give the Union ninety (90) days advance notice of any planned technological change which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.

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(c) In the event that the Corporation introduces new methods or machines, which require new or greater skills than those possessed by employees under the existing methods of operation, on-the-job training or study courses will be arranged where practicable.

ARTICLE 33 - JOB CLASSIFICATION

33.01 The Corporation agrees to draw up the job descriptions for all positions listed in Schedule "A" and further agrees that existing classifications shall not be altered without prior discussion with the Union.

33.02 Existing classifications shall not be removed from the collective agreement without prior agreement with the Union.

33.03 When the duties of any classification are changed (other than temporarily), or where the Union or any employee feels that he is incorrectly classified, or when any position not covered by Schedule "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Corporation and the Union. If the parties are unable to agree on the reclassification or rate of pay of the job in question, such dispute shall be submitted to arbitration as per Article 9.

ARTICLE 34 - SAFETY AND HEALTH

34.01 The Union and Corporation shall cooperate in continuing and perfecting operations which will afford adequate protection for all employees and residents.

34.02 The Corporation and the Union shall establish a joint Health and Safety Committee in accordance with the provisions of the Ontario Occupational Health and Safety Act.

34.03 The Health and Safety Committee shall hold meetings as required and all unsafe, hazardous or dangerous conditions affecting staff and residents shall be taken up and dealt with at such meetings.

Such meetings shall take place at times mutually agreeable to both parties except in cases of emergency.

34.04 Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

34.05 The Union shall be notified immediately of each accident or injury requiring a Workers' Compensation Report.

Upon request of the Union, the Health and Safety Committee shall investigate and report as soon as possible on the nature and cause of the accident or injury.

34.06 An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury shall receive payment for the remainder of the shift at his regular rate of pay without reduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift.

34.07 Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Corporation.

34.08 It is agreed that staff will have medical examinations, Mantoux Tests and x-rays as required by Provincial regulations or at other times by mutual agreement between the Corporation and the employee involved.

34.09 The Corporation shall make an annual payment toward the purchase of C.S.A.-approved safety footwear to each employee who is required to wear such footwear (maintenance, porters, machine operators in laundry, cleaners and scrubbers) as follows:

Seventy dollars (\$70) effective October 1, 1989.

ARTICLE 34 - SAFETY AND HEALTH (continued)

34.10 When a patient's behaviour and/or condition is such that there is a potential hazard to the health and/or safety of an employee, the Corporation shall meet with the Union in order to discuss procedures, level of staffing, etc., as is necessary to ensure that the employees can carry out their duties in a safe manner.

ARTICLE 35 - JOB SECURITY

35.01 The Corporation shall not hire or retain in employment any person for full-time when such person is employed in full-time work with another employer.

35.02 Without restricting its right to determine the methods by which municipal services are to be provided, the Corporation agrees that no employee with one (1) or more years of continuous service shall be laid off or have his employment terminated as a result of contracting out work or services of a kind performed by its employees.

ARTICLE 36 - RETROACTIVE PAYMENT

36.01 Salary increases and adjustments shall be retroactive to all employees in the bargaining unit as of October 1, 1989 for the first year of the contract. Any employees who have been hired since that date shall be entitled to a pro-rata increase from the date of employment.

Any employees as of that date who have since ceased to be employees shall have a period of thirty (30) days from the date of signing of this Agreement to claim from the Corporation any adjustment to the wage rate due to them as a result of this Agreement. The Corporation will provide a list of names of such employees together with their last known addresses to the Union for the purposes of the Union ~~contacting~~ any of these employees with regard to the retroactive wage entitlement which they may have.

ARTICLE 37 - PLURAL OR FEMININE

37.01 Where the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context so required.

**ARTICLE 38 - COPIES OF AGREEMENT**

38.01 Both parties agree to pay 50% of the cost of the Collective Agreement to be printed in booklet form and supplied by the Union.

**ARTICLE 39 - PRESENT CONDITIONS AND BENEFITS**

39.01 The present practice of Credit Union payroll deductions at the request of the employee shall be continued.

39.02 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate any portion of this Agreement, the remainder of the Agreement shall remain in full force and effect. In the event of any amalgamation, annexation, merger or other corporate change affecting the Corporation, the Ontario Labour Relations Act shall apply.

**ARTICLE 40 - NOTICES**

40.01 Each employee shall advise his immediate supervisor of his current mailing address and telephone number and will advise changes, if any.

40.02 Notice to the parties shall be addressed to:

The Director of Human Resources  
The Regional Municipality of Niagara  
2201 St. David's Road West, P.O. Box 1042  
Thorold, Ontario L2V 4T7

-and-

The President  
The Canadian Union of Public Employees, Local 1263

with a copy to:

The National Representative  
The Canadian Union of Public Employees  
Niagara Area Office  
Two Westport Centre  
110 Hannover Drive, Suite 102  
St. Catharines, Ontario L2W 1A4

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ARTICLE 41 - TERM OF AGREEMENT

41.01 This Agreement shall be binding and remain in effect for a period of twenty-four (24) months from October 1, 1989 to September 30, 1991 and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

41.02 This Agreement may be amended by the parties by mutual agreement at any time during the existence of this Agreement.

41.03 Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement; and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.

41.04 Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

ERSTANDING

1. Promotion and Staff Chancres: Article 18.03

"That the Corporation will implement the following on a twelve (12) month trial basis:

Applications for job postings shall be submitted to a designated person at the Home in which the applicant is employed, during regular office hours, on a regular working day. Such designated person shall issue a signed receipt to the applicant acknowledging having received the application and shall have upon it the time and date upon which the application was received.

Working days shall not include Saturdays, Sundays or paid holidays and regular office hours shall be from 8:00 a.m. to 4:00 p.m."

2. Leave of Absence: Article 27.08

"That the Corporation shall include members chosen by the Union on a joint Education Committee,"

3. Corporation's Liability Insurance

"That the Union shall receive from the Corporation's Solicitor a letter detailing the coverage for employees under the Corporation's Liability Insurance,"

4. Form of ~~Agreement~~

"That the parties agree to meet during the term of the agreement to analyse and clarify the Form of the Agreement,"

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals under the hands of their signing officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED)  
in the presence of )

THE REGIONAL MUNICIPALITY OF NIAGARA

APPROVED AS TO FORM )

W. N. Dick  
(Wilbert N. Dick, Chairperson)

[Signature]  
REGIONAL SOLICITOR )

C. Cavasin  
(Carla Cavasin, Clerk)

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THE CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 1263 (Homes for the Aged)

Ellen A. Greenwood

M. Peter [unclear] 11/26/91

B. W. Wilson

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SCHEDULE "A"

HOURLY RATES EFFECTIVE OCTOBER 1, 1989

	<u>October 1, 1989</u>		<u>April 1, 1990</u>	
	<u>Start</u>	<u>Six Months</u>	<u>Start</u>	<u>Six Months</u>
1. Housekeeping Aide, Kitchen Aide, Laundry Aide, Craft Coordinator, Maintenance Helper, Recreationist Trainee	10.88	11.09	11.08	11.29
2. seamstress	11.00	11.23	11.20	11.43
3. OPEN				
4. OPEN				
5. Washer Operator, Porter, Cleaner, Scrubber	11.44	11.79	11.64	11.90
6. Health Care Aide (no certificate)	11.53	11.77	11.73	11.97
7. Health Care Aide (with certificate), Adjuvant's Assistant	11.57	11.80	11.77	12.00
8. Assistant Cook, Laundry Lead Hand Housekeeping Lead Hand, Day Care Assistant, Recreation Aide, Activation Aide, Food Supervisor	11.78	12.04	11.98	12.24
9. Registered Nursing Assist. Registered Nursing Assist.- (Qualified to admin. Medication) Adjuvant	12.06	12.33	12.26	12.53
10. Storekeeper - Maintenance	12.11	12.39	12.31	12.59
11. General Maintenance - Driver, Health Care Aide - Driver, Bus Driver	12.21	12.47	12.41	12.67
12. Cook	12.47	12.78	12.67	12.98
13. Recreationist	12.96	14.23	13.16	14.43
14. Maintenance Lead Hand 4th Class Stationary Engineer	14.26	14.63	14.46	14.83
15. Government Program Employee	8.80		9.00	

-- When referring to certificate, it is understood to mean a recognized community college Health Care Aide Certificate or other educational institutions or the equivalent thereof.

-- Part-time employees will progress from the start rate to the top of their range after the equivalent of six (6) months of worked time.



SCHEDULE "A"

HOURLY RATES EFFECTIVE OCTOBER 1, 1990

	<u>October 1, 1990</u>		<u>April 1, 1991</u>	
	<u>Start</u>	<u>Six Months</u>	<u>Start</u>	<u>Six Months</u>
1. Houskeeping Aide, Kitchen Aide Laundry Aide, Craft Coordinator, Maintenance Helper, Recreationist Trainee	<u>11.88</u> <i>Base</i>	12.09	<u>12.03</u> <i>Base</i>	12.24
2. OPEN	12.00	12.23	12.15	12.38
3. OPEN			12.08	12.53
4. Seamstress			12.43	12.69
5. Washer Operator, Porter, Cleaner, Scrubber	12.44	12.70	12.59	12.85
6. Health Care Aide (no certificate)	12.53	12.77	12.68	12.92
7. Health Care Aide (with cert.) Craft Coordinator	12.57	12.80	12.72	12.95
8. Assistant Cook, Laundry Lead Hand Housekeeping Lead Hand, Day Care Assistant, Food Supervisor	12.78	13.04	12.93	13.19
9. Registered Nursing Assist. Registered Nursing Assist.- (Qualified to admin. Medication)	13.06 13.37	13.33 13.64	13.21 13.52	13.48 13.79
10. Storekeeper - Maintenance	13.11	13.39	13.26	13.54
11. General Maintenance - Driver, Health Care Aide - Driver, Bus Driver	13.21	13.47	13.36	13.62
12. Cook, Activation Worker	13.47	13.78	13.62	13.93
13. Recreationist	13.96	15.23	14.11	15.38
14. Maintenance <u>Lead Hand</u> <u>4th Class Stationary Engineer</u>	15.26	15.63	15.41	15.78
15. Government Program Employee	9.80		9.95	

-- When referrins to certificate, it is understood to mean a recognized community college Health Care Aide Certificate or other educational institutions or the equivalent thereof.

-- Part-time employees will progress from the start rate to the top of their range after the equivalent of six (6) months of worked time.

TERMS OF REFERENCE

FOR A

JOINT GENDER-NEUTRAL JOB EVALUATION PROGRAM

BETWEEN

The Regional Municipality of **Niagara**

AND

The Canadian Union of **Public** Employees

and **its**

Local **1263**

December 1989

1. PURPOSE

- (a) To establish a Joint Gender-Neutral Weighted Points Job Evaluation Plan in accordance with the general objectives and principles set out in this agreement pertaining to a Joint Gender-Neutral Job Evaluation Program between CUPE Local 1263 and The Regional Municipality of Niagara.
- (b) To utilize the aforementioned gender-neutral weighted points job evaluation plan to achieve resolution to matters arising out of pay inequities in compliance with the mandatory direction of the Ontario Pay Equity Act Bill 154 and an overall salary administration covering all jobs coming within the jurisdiction of Local 1263.
- (c) The Joint Gender-Neutral Weighted Points Job Evaluation Plan shall be based upon four (4) main factors, skill, effort, responsibility and working conditions. These main factors to be sub-divided into sub-factors, as seen appropriate, by joint agreement, each of which shall impact upon all jobs.

2. THE COMMITTEE

(a) Joint Job Evaluation Committee (J.J.E.C.)

The parties shall, within thirty (30) days following the signing of this agreement, establish a Joint Job Evaluation Committee hereinafter referred to as the J.J.E.C. consisting of two (2) members from the Employer and two (2) members from the Local Union. This Joint Committee shall have equal representation and participation from the parties.

(b) Documents for the J.J.E.C.

The J.J.E.C. shall be supplied with all job evaluation documentation, job descriptions, job specifications, ratings and evaluation results.

(c) Attendance at Meetings

The Employer shall release, without loss of pay or benefits or seniority, the representatives named by the Union to attend sessions of the J.J.E.C. and all other aspects of Joint Job Evaluation such as training (of not more than three [3] days), reconsideration, rating, referee preparation and maintenance procedures.

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## 2. THE COMMITTEE (continued)

### (d) Job Evaluation Advisors

Nothing in this agreement shall be interpreted as barring the parties to this agreement from engaging advisors as representatives of the parties to the J.J.E.C. They shall function as advisors with voice but no vote.

The J.J.E.C. shall continue to completion ~~if~~ the advisor(s) are released or unable to continue as engaged.

## 3. MEETING PROCEDURES

- (a) Each party hereto shall designate one of its appointees to act as co-chairperson.
- (b) Alternates to serve as replacements or to assist in the work of the J.J.E.C. may be appointed by their respective parties from time to time.
- (c) The Employer will appoint a secretary to the J.J.E.C. who will provide minutes of the previous meeting and agenda of the forthcoming meeting which will be circulated prior to each meeting. The secretary shall have no voice or vote.
- (d) Decisions of the J.J.E.C. will be by consensus. Alternate members will have a vote only when a regular Committee member is absent.
- (e) The J.J.E.C. shall meet as necessary at a mutually-agreeable time and place.
- (f) Except as referred to herein the J.J.E.C. shall establish its own working procedures. Such procedures to be documented to ensure consistent use.

## 4. MANDATE OF THE J.J.E.C.

The J.J.E.C. shall agree upon a Joint Gender-Neutral Weighted Points Evaluation Plan containing basic guidelines, definitions and procedures for evaluating jobs within the scope of CUPE Local 1263. The Joint Gender-Neutral Weighted Points Job Evaluation Plan is designed to rate jobs and not workers.

## JOB EVALUATION PROCESS

(a) All jobs coming within the scope of CUPE Local 1263 are to be evaluated and documented in accordance with the basic guidelines, definitions and procedures set out in the Joint Gender-Neutral Weighted Points Job Evaluation Plan. Each evaluation is to set forth the factor level rating and point value for each of the sub-factors used.

(b) Availability of Job Documents

A job description and rating for each job shall be available to each incumbent.

(c) Job Analysis Procedures

For this review the following method(s) shall be used:

Job Analysis

(i) Questionnaire: A questionnaire shall be approved by the J.J.E.C. and forwarded to each employee.

(ii) Interviews: Two members of the J.J.E.C. (one representative from each party) may, if necessary, interview employees and supervisors to resolve any disagreement or to gain more specific information about the job duties.

(iii) Observation: Members of the J.J.E.C. (one representative from each party) may, if necessary, observe any job operation, documentation, worksite, vehicle, machinery or office equipment when necessary to gain factual information.

(iv) Job Description: A standard form of job description is used to compare job content. The Personnel Department shall prepare the job description from the information obtained by the ~~above~~ methods which when completed is referred to the incumbent for signature confirming that ~~the~~ description is complete and adequate for the position. The description is then referred to the non-union supervisor for comment, confirmation, approval and signature.

5. JOB EVALUATION PROCESS (continued)

Verifying the Factors

A sampling of the signed job descriptions (benchmark selection) will be rated to determine whether the sub-factors differentiate effectively between jobs. The sub-factors will then be revised if necessary.

Job Rating

All jobs will be rated from the signed job descriptions using the Gender-Neutral Weighted Points Job Evaluation Plan.

6. RECONSIDERATION PROCEDURES

Within sixty (60) days of the receipt of their job description and job point worth rating following the completion of the Joint Gender-Neutral Weighted Point Job Evaluation rating process, incumbents who disagree with the job **description** or the job rating for their job, or supervisors who disagree with a description or rating that has been established for a job within their department, may submit a request with the **J.J.E.C.** for review of either the job description and/or the rating of the job. The request shall state in writing the reason or reasons why the **incumbent(s)** or **supervisor(s)** disagree with the job description and/or rating of the job.

Steps in the Reconsideration Procedure are as follows:

- (a) Where there is a concern that the job description is inadequate or the **job** rating is incorrect, **it** shall be referred to the **J.J.E.C.** who will discuss the matter with the incumbent and incumbent's supervisor. At this time, a Record of Discussion form shall be initiated by the **J.J.E.C.** for the purpose of recording discussions or actions required by this procedure.
- (b) A **J.J.E.C.** decision to change a job rating shall be **communicated** to the parties by means of a Record of **Discussion** form within fifteen (15) working days of **the date** of first discussion, unless a time extension is agreed to by the **J.J.E.C.**
- (c) A **J.J.E.C.** decision to deny an appeal shall be communicated to the parties by means of a Record of Discussion form within fifteen (15) working days of the date of first discussion, unless a time extension is agreed to by the **J.J.E.C.**

6. RECONSIDERATION PROCEDURES (continued)

- (d) When an evaluation is changed by the foregoing process, it shall be implemented retroactively to the date when the increased job demands and responsibilities were instituted or undertaken, as decided by the J.J.E.C.
- (e) Decisions made by the J.J.E.C. on the above matters shall be final and binding upon both Management and the Union.

7. DISPUTE PROCESS

If agreement cannot be reached by the J.J.E.C., the matter shall be referred to two (2) referees who shall be selected by the parties to this agreement. The powers of the referees shall be limited to the matters in dispute as submitted. Their decision shall be final and binding upon the parties. All necessary documentation on the matters in dispute shall be exchanged prior to commencing their deliberation. The referees fees and expenses shall be determined in advance and borne equally between both parties. If no decision can be reached the dispute shall be referred to the parties for whatever action they may deem appropriate.

NOTE:

Following the completion of all job ratings and the resolution of all disputes (unless the parties agree to proceed prior to resolution of all disputes), the parties, having agreed that the establishment shall be "The Regional Municipality of **Niagara**", shall negotiate "method of adjustments" etc. and all matters relating to those wage inequities existing between male and female dominated jobs as defined by Bill 154.

The method of determining "equal or comparable" shall be by "point banding" using the point related hierarchy established by the Joint Gender-Neutral Weighted Point rating of jobs. Matters for resolution, the establishing of ~~female-dominated~~ job compensation to equal or comparable male-dominated job Compensation, shall be completed by negotiation, prior to negotiation and establishment of an overall job evaluation driven salary administration, covering all jobs coming within the jurisdiction of Local 1263. Such overall salary administration shall be as agreed to by the parties in a jointly negotiated and agreed to "Implementation Procedure".

## 8. MAINTENANCE PROCEDURES

It is important that the Employer maintains accurate job descriptions and job ratings on an ongoing basis. It is the intention of the parties to jointly review all job descriptions on a frequent basis (ideally at least every four [4] years). The review shall take place whether or not a job reconsideration has been made by the incumbent or administration. Such review shall commence following the finalization of all reconsideration that arises with the implementation of the Job Evaluation/Pay Equity Program.

In maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time resulting from new or changed jobs, the J.J.E.C. shall be retained to deal with all related matters that come before it. The J.J.E.C. shall comprise equal voting representation from Union and Employer.

The J.J.E.C. shall attempt to make decisions relating to the rating relating to new or changed jobs.

Where a decision is reached, it shall be final and binding on the parties.

Where a decision cannot be reached the issue will be referred to a panel of two (2) referees, one (1) representing the Union and one (1) representing the Employer who will attempt to arrive at a decision. A decision by the referees when reached shall be binding upon the parties.

If the referees are unable to reach a decision, the issue shall be referred back to the parties for further action, if deemed necessary.

The matter may, by either party, be referred to a single arbitrator who shall be jointly selected by the parties to this agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. The arbitrator's fees and expenses shall be determined in advance and shall be borne equally ~~between~~ between both parties.

Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed conditions, are as follows:



8. MAINTENANCE PROCEDURES (continued)

- (a) The agreed upon job descriptions and job ratings which are in effect from (the effective date of the Job Evaluation Program is implemented) and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
- (i) The job content is changed by the Employer.
  - (ii) The job is terminated by the Employer.
  - (iii) The job is changed as a result of a successful appeal or arbitration award.
- (b) Whenever the Employer decides to establish a new job, the following procedure shall apply:
- (i) The Employer shall prepare a tentative job description and establish a temporary wage grade for the new job. This detail shall be submitted to the J.J.E.C. for input and their agreement.
  - (ii) The Employer shall notify Local 1263 of the proposed new job by means of a copy, appropriately signed, of the tentative job description and temporary wage grade.
  - (iii) An employee(s) shall be appointed or assigned to the new job in accordance with the collective agreement and a temporary wage rate applied.
  - (iv) When the duties of the job have been established or within three (3) months of the assignment of the incumbent to the new job, whichever occurs first, an appropriate job description and job rating shall be prepared. The job shall be assigned to the wage grade appropriate to its rating.
- (c) **If a change in job content results in a lower evaluation and wage grade for a job, the changed job shall be identified as being "red-circled".**
- (d) **If a change in job content results in a higher evaluation and wage grade for a job, the changed job shall be identified as being "green-circled".**

9. CONCLUSION AND IMPLEMENTATION

On conclusion of its mandate, the J.J.E.C. shall prepare its report to their principles. This Terms of Reference will continue in full force and effect until superseded by negotiations resulting in job evaluation matters contained in the collective agreements between the parties. This shall include but not be restricted to the Joint Gender-Neutral Weighted Points Job Evaluation plan, job descriptions, job ratings, maintenance and implementation proedures and salary administration.

FOR THE EMPLOYER:

Barbara [Signature]  
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\_\_\_\_\_

FOR THE UNION:

Patricia [Signature] President.  
S. W. [Signature]  
\_\_\_\_\_  
\_\_\_\_\_

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

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SCHEDULE "B"

HARASSMENT IN THE WORKPLACE

GENERAL POLICY

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POLICY STATEMENT

It is the policy of The Regional Municipality of Niagara to prevent and resolve any employment-related incidents of harassment. Every reasonable effort shall be made to ensure that no employee is subjected to any form of harassment. The Regional Municipality of Niagara also endorses the concept that all employees have the right to be treated fairly in the workplace in an environment totally free of harassment.

1. DEFINITIONS

(i) Personal Harassment

Any behaviour, whether overt or subtle, that is directed to any employee and considered by that employee to be offensive and may be related to any of the grounds of harassment and discrimination prohibited by the Canadian Human Rights Act, Ontario Human Rights Code or other applicable statutes.

(ii) Sexual Harassment

Sexual harassment may be direct, as in the exploitation of a power position to gain sexual favours, or indirect--as in the negative stereotypes directed towards persons of a particular gender. It has many forms including but not limited to:

- (a) intermittent or persistent unwanted sexual attention by a person who knows or who ought to know that such attention is unwanted;
- (b) threats or promises, by word or action, which exploit a power of relationship in order to obtain sexual favours;
- (c) being made the brunt of sexual innuendo, jokes, comments on one's body, clothing or sexual orientation;
- (d) sexual or gender-oriented commentary that has the effect of creating an intimidating, hostile, offensive work or learning environment;
- (e) physical and/or sexual assault.

2. RESPONSIBILITY

It is the primary responsibility of all levels of management, particularly immediate supervisors, to prevent, investigate and resolve complaints or harassment.

The Complainants are responsible to make their disapproval and/or unease known to the offender immediately and to report the incident to their supervisor. Should the supervisor be the offender, complainants are responsible to contact a Regional representative. Complaints may also be made to a union official or union representative.

3. IMPLEMENTATION

Complaints shall be conscientiously investigated and will be processed in a confidential manner. The name of a complainant and the circumstances related to the complaint will not be disclosed except where disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures. It should be noted that protection against such acts extends to their occurrence either at or away from the usual workplace, during or outside normal working hours, provided the acts may interfere in the employment relationship.

PROCEDURE GUIDELINES

4. ROLE OF SUPERVISOR

Supervisors (at all levels) shall:

- (a) ensure that the right of freedom from harassment for all employees is respected;
- (b) ensure employees are fully aware of the policy;
- (c) make every effort to prevent any form of behaviour which may be construed as harassment;
- (d) investigate promptly and take the appropriate corrective action should they become aware of such behaviour;
- (e) recommend the imposition of preventive and corrective measures upon the offenders in accordance with the seriousness of the misconduct and the applicable disciplinary policy;
- (f) cooperate in the investigation and in the implementation of any remedial action undertaken by the employer.

5. ROLE OF COMPLAINANT

- (i) (a) Notify offender the behaviour is considered as affront and will not be tolerated;
- (b) (i) dates  
(ii) times  
(iii) places  
(iv) nature of behaviour  
(v) witnesses, if any;
- (c) If the offensive behaviour continues, notify your supervisor or other person, as appropriate;
- (d) Contact the appropriate employer representative if the offensive action continues despite the Intervention of your supervisor;
- (e) If covered by a collective agreement, assistance may be sought from a union representative;
- (f) If management's action does not remedy the circumstances, be aware that a complaint may also be lodged with the Ontario Human Rights Commission.

INVESTIGATION PROCESS

- (ii) Steps in the investigation of a complaint shall include the following procedure:
  - (a) Interview the complainant;
  - (b) Interview the alleged offender;
  - (c) Interview any witnesses;
  - (d) Document the situation accurately and completely;
  - (e) Decide if the complainant has grounds;
  - (f) Follow the most appropriate process to resolve the complaint which may include one or more of the following measures:
    - (i) counselling one or both parties to attempt to conciliate and arrive at a solution to the problem;
    - (ii) review the complaint with next level of supervisors.
  - (g) Follow up to ensure corrective action is taken:

- (h) Prepare a summary report upon completion of the investigation.

EXCERPTS FROM ONTARIO HUMAN RIGHTS CODE

Harassment in Employment

"Every person who is an employee has a right to freedom from harassment in the workplace by the employer or agent of the employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offence, marital status,, family status or handicap."

Harassment Because of Sex in Workplaces

"Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her employer or agent of the employer or by another employee."

Sexual Solicitation by a Person  
in Position to Confer Benefit, Etc.

"Every person has a right to be free from:

- (a) A sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the person where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome: or
- (b) A reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the person."

Reprisals

"Every person has a right to claim and enforce his or her rights under this Act, to institute and participate in proceedings under this Act and to refuse to infringe a right of another person under this Act, without reprisal or threat of reprisal for so doing.

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Signed at Thorold, Ontario this 31 day of August, 1998.

FOR THE UNION

FOR THE EMPLOYER

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[Signature]  
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Ellen S. Isherwood  
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Bruce Robson  
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L. K...  
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