

# **COLLECTIVE AGREEMENT**

*between*

**THE  
CANADIAN UNION  
OF  
PUBLIC EMPLOYEES  
LOCAL 1263**

*and*

**THE  
REGIONAL  
MUNICIPALITY  
  
OF  
NIAGARA**



**January 1, 2004 TO December 31, 2006**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE REGIONAL MUNICIPALITY OF NIAGARA**

**- and -**

**THE CANADIAN UNION OF PUBLIC  
EMPLOYEES**

**AND ITS LOCAL 1263**

**JANUARY 1, 2004 TO DECEMBER 31, 2006**

This AGREEMENT made this 13th day of April 2004

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**

- 1.01 The purpose of this agreement is to set forth formally the rates of pay, 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 Services Division as listed under Schedule A of this collective agreement.

The Corporation shall notify the Union in writing of any new positions in the Senior Services Division and this shall be discussed by the Parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom. If an agreement cannot be reached, the matter shall be dealt with in accordance with Step 3 and the balance of the grievance procedure.

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.

It is understood and agreed that unpaid volunteers may perform services, which are normally performed by volunteers, in order to enhance the care and wellbeing of the patients.

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 as defined under Article 2.07 (c) 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:

- 14 - Probationary Period
- 15 - Seniority
- 18 - Promotions and Staff Changes
- 25 - Paid Holidays
- 26 - Vacations
- 28 - Sick Leave
- 29.01 - Ontario Municipal Employees Retirement System
- 29.02 - Employee Benefits
- 29.04 - Life and Accidental Death Insurance
- 31.01(a) - Safety Footwear

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

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:

- (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 or those employees who are called in to work due to the absence of a regular employee.
- (c) Vacation Relief: Those employees who may only be employees employed to work during the peak vacation period as follows;
  - Beginning with the calendar week which includes May 1<sup>st</sup>, and ending with the calendar week which includes September 30<sup>th</sup> ;
  - Beginning with the calendar week which includes December 15<sup>th</sup> and ending with the calendar week which includes January 15<sup>th</sup> and those who are employed for a specific term.

2.08 The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned or conveyed in whole or any part to any other plant, person, company or employee outside the bargaining unit. Contracting work out to an employer, who is organized and who will employ employees of the bargaining unit who would be otherwise laid off with similar terms and conditions of employment, is not a breach of this provision.

2.09 No full-time employee shall be laid off by reason of her duties being assigned to one or more part-time employees except in cases where the hours of coverage required in what was formerly a full-time position have diminished to less than full-time hours.

### **ARTICLE 3 - UNION SECURITY**

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.

4.04 The rights and responsibilities of the Corporation as set out in this Article shall be exercised in a manner consistent with the provisions of this Agreement.

### **ARTICLE 5 - CHECK-OFF OF UNION DUES<sup>0</sup>**

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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 her 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 15<sup>th</sup> 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.

### **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 her Union Steward or representative, and health and safety representative. The Union Steward or representative will provide her with a copy of the Collective Agreement.

6.03 A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, **during day two of orientation, with reasonable notice to the Unit Officer or designate**, without loss of pay, for a maximum of fifteen (15) minutes, for the purpose of acquainting the new employee with the benefits and duties of Union membership and her 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 her designated representative and **the President**, 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 practiced with respect to any employee in the matters of race, creed, colour, sex, age, national origin, political or religious affiliation or marital status, partner, place of residence, nor by reason of her membership or activity in the Union or that of any dependent of the employee.

"Partner" is defined as a person with whom the employee has a marital, common-law heterosexual, or lesbian/gay relationship.

This definition shall apply to all Articles of this agreement, including but not restricted to Article 27.04, Article 27.05, and Article 29 except Article 29.06 which will be administered in keeping with OMERS regulations. It shall determine the definition of all other familiar relationships referred to in this agreement including, but not restricted to the definition of "child", which shall include the employee's partner's child; and the definition of "in-law", which shall include equivalent relationships flowing from common law or lesbian/gay relationships.

This definition is intended to ensure that employees in lesbian/gay relationships are treated in the same manner, in all respects, as employees in heterosexual relationships, and that such employees and their families are accorded all the rights, privileges and benefits under the agreement, which are accorded to employees in heterosexual relationships and their families.

8.02 Both Parties agree to the Harassment Policy as set out in Appendix "A" 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 her grievance in accordance with the grievance procedures. A copy of all correspondence regarding grievances shall be sent to ***the office of CUPE Local 1263.***

### **9.02**

(a) An employee shall take up any complaint directly with her 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 her Steward. Should any employee not want a Union Representative to be present, she shall inform the Corporation of her wishes and sign a statement to that effect. In such case, the Corporation shall not be obliged to have a Union Representative. The immediate supervisor shall give her reply in writing within two (2) days.

Failing satisfactory settlement, the grievance procedure herein shall apply.

(b) When an employee is denied a position in another Home, the individual shall take up the complaint in accordance with Article 9.02 of the collective agreement. The immediate supervisor, when arranging for the presence of the Union Steward, shall also arrange for a conference call with the manager/supervisor for whom the position in question originated. If the grievance is not resolved at the complaint stage, then the Grievor shall submit the Grievance at Step 3 in accordance with Article 9.02 of the collective agreement.

**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 her Department Head within four (4) days of the reply in Article 9.02. The Department Head shall arrange for the presence of her Steward. The Department Head will, within two (2) days, enter her 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 her representative. A meeting between the Administrator or her representative, the Grievor, the Steward **or** Unit Officer will be held within two (2) days of receipt of the grievance. The Administrator or her representative shall give her decision in writing within three (3) days of the meeting being held **on the back of the copies of the grievance and return two (2) copies to the steward or unit officer.**

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 her representative's decision, be submitted to the **Commissioner** of Human Resources. A meeting with the Management Committee will take place within nine (9) days of the submission of the grievance. The decision of the Management Committee in the case of a Corporation grievance shall be given in writing within ten (10) days after the meeting at which it was discussed. **Such decision shall be addressed to the President with a copy to the National Representative.**

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 within 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.

In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required.

In such case, the Arbitration Board shall reserve judgment on the question of arbitrability; and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation Grievance shall stand.

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration or reconvene the Board to clarify the decision, which it shall do within three (3) days.

- (e) Each of the parties hereto will bear the expense of its representative and the Arbitrator appointed by it and the parties shall share equally the expenses of the Chairperson of the Arbitration Board.
- (f) No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance or who has any pecuniary interest in the Corporation or in the Union.
- (g) Nothing in this Agreement will restrict the parties from agreeing to a single Arbitrator.

9.08 No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that if at any step of this grievance procedure the Corporation or the Union does not give its decision within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the decision should have been given.

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     The Corporation shall have the right to file a grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step I

The **Commissioner** of Human Resources on behalf of management shall lodge the grievance with the President of the Union within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of receipt of the grievance, the President and two other elected or appointed officers of the Union shall meet with the **Commissioner** of Human Resources to discuss the grievance. Within ten (10) days after the said meeting, the President shall deliver to the **Commissioner** of Human Resources the Union's answer to the grievance.

Step II

If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter shall be submitted to arbitration in which event procedure as set forth in Article 9.07 shall apply.

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

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 Officer 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 **or** Unit Officer **and the office of CUPE Local 1263**. 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 she shall inform the Corporation of her 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 she has been unjustly disciplined shall be treated as a grievance if a written statement of such grievance is lodged:

- A. With the Administrator of the Home for the discipline other than suspension or discharge, or
- B. With the **Commissioner** of Community Services Department for reason for suspension or discharge.

Within five (5) working days of a grievance being filed, the Administrator or **Commissioner** of Community Services Department as noted herein, shall meet with the grievor, Unit Officer and the Chief Steward, and shall reply to the grievance within three (3) working days of the meeting. **Decision for discipline other than suspension shall be on the back of the copies of the grievance and return two (2) copies to the steward or unit officer. Decision for the discipline for reason for suspension or discharge shall be addressed to the President with a copy to the National Representative.** If the claim is not settled to the satisfaction of the Union, the grievance shall be dealt with in accordance with the subsequent steps in the grievance procedure.

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 eighteen (18) months in which she has not received any disciplinary warning or suspension for a matter of a similar nature.

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

10.06 Part-time employees who are not regularly scheduled to work and who continue to refuse or continue to be unavailable to work assigned shifts will result in discontinuance of the employment relationship.

10.07 An employee shall have the right to make an appointment upon **72** hours notice to the Human Resources Department to have access to and review her personnel docket in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

## **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, which shall consist of the President and the Chief Steward of the Local or their representatives and three (3) others as elected or selected by the Union. Such Committee shall be for the purpose of renewing and/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:

***The Meadows of Dorchester, The Woodlands of Sunset***, Gilmore Lodge, Upper Canada Lodge, Rapelje Lodge

One Unit Officer	
Housekeeping - Laundry Department	1 Steward
Kitchen - Maintenance Department	1 Steward
Nursing Department	2 Stewards
Resident and Community Programs	1 Steward

**Linhaven**

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

**Northland Pointe**

One Unit Officer		
Housekeeping, Laundry & Maintenance Department	1 Steward	
Kitchen Department		
	1 Steward	
Nursing Department		
	3 Stewards	
Resident and Community Programs		1
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) she represents and the names of Health and Safety and WSIB Representatives, 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 her regularly scheduled work time spent in attending such meetings to the extent that she will suffer no loss of earnings.

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.

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 lists showing dates of seniority and individual classifications will be posted by the Corporation on the main bulletin boards with copies to the **office of CUPE Local 1263** in April of each year and updated in October of each year.

- 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 Any regular full-time or part-time employee within the Corporation, who becomes a member of CUPE Local 1263 as a result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Corporation to CUPE Local 1263.

#### **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, she 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, she 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 vacation scheduling, layoffs, recalls, promotion and transfers, a part-time employee, when seniority is being compared with a full-time employee, shall have her 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 she is absent from work because of sickness, accident, layoff or leave of absence approved by the Corporation. An employee shall only lose her 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 her current address.
- (f) he is laid off for a period longer than eighteen (18) months.

## **ARTICLE 18 - PROMOTION AND STAFF CHANGES**

18.01 When a vacancy occurs or a new position is created, 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.

Short periods of absenteeism of up to **three (3)** 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. Upon completion of the temporary assignment, the employee shall return to their former permanent position. If the former permanent position no longer exists, the employee shall exercise her seniority rights in accordance with Article 19.

Absenteeism of over **three (3)** months duration such as arise because of extended illness or accident, pregnancy leave, WSIB accident, leaves of absence, etc., shall be posted and filled in accordance with Article 18 of 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 her former position with the Corporation upon completion of the period of absence.

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

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

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

- (a) 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.
- (b) 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 8:30 a.m. to 4:30 p.m.

18.04 Both parties recognize:

- (a) the principle of promotion within the service of the Corporation;
- (b) that job opportunities should increase in proportion to length of service.

18.05 In matters of promotions, the following factors shall be considered:

- (a) seniority;
- (b) knowledge, qualifications, efficiency and ability to carry out the duties of the job;

Where applicants are relatively equal in respect of the factors set out in (b) above, seniority shall govern.

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

***If an individual accepts a job vacancy then the individual can only withdraw their acceptance from the job vacancy within 48 hours of accepting the job vacancy.***

18.06 A senior unsuccessful applicant who applies for a posted vacancy shall receive, on request, written reason why she 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

- (a) For transfers to positions with a different job title, the successful applicant has a trial period of thirty (30) days. During the aforementioned trial period, if the successful applicant proves unsatisfactory in the position or if she finds herself unable to perform the duties of the new job title, she shall be returned to her permanent position without loss of seniority or wage and salary within a reasonable period of time following written confirmation by the Human Resources Department, with a copy to the Union. If the former permanent position no longer exists, the employee shall exercise her seniority rights in accordance with Article 19. It is understood that the position competition may not have to be reposted if within the above-noted trial period and where there are qualified candidates of the bargaining unit who had applied in the original competition.
- (b) ***If an individual posts out of a position within six (6) weeks of working in the position, the vacancy shall not have to be reposted and shall be awarded to the next qualified applicant in the original posting file.***

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 her or her transfer shall be posted for five (5) consecutive days.

18.10 The ***office of CUPE Local 1263*** 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 her work by injury or compensable occupational disease, or who through advancing years or temporary disablement is unable to perform her regular duties, will be given preference in employment in other work 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 her consent. If an employee is promoted or transferred to a position outside of the bargaining unit she shall retain her seniority acquired at the date of leaving the unit for a period of not more than twenty-four (24) months. If such an employee returns to the bargaining unit she 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 Corporation will notify the union ***office of CUPE Local 1263*** in writing outlining the reasons for the change.

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 **three (3)** months.
- (b) ***In vacancies in the following positions: Washer Operator, Seamstress, Assistant Cook, Cook, Housekeeping Lead Hand, Laundry Lead Hand, Food Services Supervisor, Senior Day Program Coordinator and Mtn. Coordinator, of three (3) months or less, which the Corporation intend to fill the Corporation shall appoint a qualified person from within the Department according to seniority. In vacancies of three (3) months or less that are not in the above noted positions, such hours shall be distributed in accordance with Article 20.04.***

**ARTICLE 19 - LAYOFFS AND RECALLS**

19.01

- (a) Both parties recognize that job security should increase in proportion to length of service.
- (b) Definition of Layoff
- reduction in standard weekly hours of work (i.e. 24 to 16 hours)
  - increase in standard weekly hours of work (i.e. 16 to 24 hours)
  - reduction in hourly rate (i.e. \$11.00 to \$10.50)
  - elimination of permanent position or redundancy
  - displaced from permanent position due to the exercise of seniority

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, except in circumstances beyond its control:

- (a) provide the Union office of **CUPE Local 1263** with three (3) months and the initially affected employee(s) with a minimum of one (1) month notice of layoff of a permanent or long-term nature; 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.

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.

### 19.03

- (a) When a layoff is necessary as defined in Article 19.01 (b), and as per Article 19.02 the Corporation shall issue a notice of layoff to the most junior employee in the affected job title in the Home and, if applicable, shift **with a copy to the office of CUPE Local 1263**. The initially laid off employee(s) may, if she chooses, accept the layoff or make a decision within ten (10) working days to displace a less senior individual in the bargaining unit, provided the senior employee has the necessary qualifications and ability to perform the duties of the job.

A displaced employee(s) may if she chooses, accept the layoff, or, make a decision within three (3) working days to displace a less senior individual in the bargaining unit, provided the senior employee has the necessary qualifications and ability to perform the duties of the job.

- (b) A trial period does not exist for employees who have bumped into a position. If the individual is unable to continue their placement in the bumped position, within thirty (30) days of placement, then the employee shall be laid off.
- (c) Should an individual be displaced from a temporary position then the individual shall return to their permanent position, if one exists. Should the individual not have a permanent position to return to, then the individual shall exercise their seniority rights in accordance with the above.
- (d) Other employees who are subsequently affected by the displacement shall be allowed to exercise their seniority rights in the same manner as noted above.
- (e) Any employee displaced will be notified by the Human Resources Department with information as to her rights under this clause.
- (f) In the event an employee is unable to find a suitable position due to being displaced or laid off, she shall be deemed to be laid off.

### 19.04

Employees who are laid off shall be given preference in distribution of hours, return to former position, and recall in accordance with the following provisions:

- (a) Distribution of Hours:  
With the understanding of the intent to restore laid off employees to pre-layoff earnings, reasonable efforts will be made by the Employer to offer opportunities and reasonable efforts will be made by the employee to accept work to regain hours of work and earnings as follows:
- (i) Employees who have been laid off, as defined in Article 19.01, and who have had a reduction in hours shall receive any extra shifts that will bring their hours up to the number of guaranteed hours they had prior to being laid off. Part-time staff, who are not regularly scheduled to work, shall receive replacement hours in order of seniority only after employees who are on layoff have received their hours first.

- (ii) Employees, who as a result of layoff, have assumed a position within the same department that has a lesser wage rate than the position from which they were displaced, shall receive any additional available work in the department in the position from which they were displaced, provided such work can be scheduled in advance.
- (b) Return to Former Position: An employee working in a different job title from which she was laid off shall have the privilege of returning to the position (i.e. Home, hours and if applicable, shift) she held prior to the layoff should it become vacant within six (6) months of the effective date of layoff.
- (c) Recall: An employee who does not hold a position as a result of a layoff, as defined in Article 19.01 (b), shall be subject to recall and offered a vacancy within the same job title and Home and pre-layoff hours after the position has been posted and not filled. The employee shall be required to accept such recall in accordance with Article 17.01 (e) of this Agreement.
- (d) Job Postings: Employees who have been laid off, as defined in Article 19.01, shall have the right to apply for job postings in accordance with Article 18 and shall be considered as an internal candidate.
- (I) No new employee shall be hired until 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.
- (II) The Corporation through the Human Resources 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 4<sup>th</sup> day following the date of mailing), **with a copy to the office of CUPE Local 1263**. 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 her proper address being on record with the Corporation and through written notification of her availability to work.
- (III) Employees who have been on layoff or recall for eighteen (18) months shall be notified, the Human Resources Department, in writing of the expiry date of their layoff and recall rights. Such notification shall be one (1) month prior to being removed from the layoff and recall list **with a copy to the office of CUPE Local 1263**.

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 employees who regularly work more than 24 hours per week and who are enrolled in the respective benefit plan at the time of layoff, the Corporation agrees to pay its share of premiums for group insurance plans so requested by the employee in writing to a maximum of two (2) months following the month of layoff and subject to the employee paying her full share of such premiums from final wages. In the event of a longer layoff, and not exceeding twelve (12) months, and subject to approval of the policy carrier, eligible employees may be given the opportunity to continue their specified coverage in accordance with Article 29.10.

19.07 Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 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 of up to three (3) shifts. Employees required to work shifts shall be scheduled at a minimum of one 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.

Subject to contingency of service requirements at the Home, time off shall be scheduled to allow full-time employees to have an equal number of weekends off, wherever possible. Part-time employees shall also have an equal number of weekends off, excluding those employees who were called in to work due to the absence of a regular employee, subject to Article 4.01.

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 **11:00 p.m. shift and ending with the 3:00 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 five (5) consecutive days except upon her own request.

20.04

- (a) No employee shall be required to work a split shift.
- (b) Replacement hours will be distributed to part-time employees with less than 24 scheduled hours by seniority until all part-timers work 24 hours. When all part-time employees work 24 hours, replacement hours will be distributed by seniority.

During the peak vacation period described under Article 2.07 (c), part-time employees will be offered up to 40 (forty) hours per week by seniority prior to such hours being offered to vacation relief employees, as defined in Article 2.06 (c) and subject to availability of such part-time employees.

20.05 An employee reporting for work on her regular shift shall be paid her 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.
- 10:30 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.
- 7:00 a.m. - 3:00 p.m.**
- 3:00 p.m. - 11:00 p.m.**
- 11:00 p.m. - 7:00 a.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 **7:00 a.m. - 3:00 p.m.**
- (b) An afternoon shift shall be one in which the majority of the scheduled hours fall between **3:00 p.m. – 11:00 p.m.**
- (c) A night shift shall be one in which the majority of the scheduled hours fall between **11:00 p.m. - 7:00 a.m.**

(d) Rest Breaks

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.

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**

21.01

(a)        Employees shall receive an additional compensation of \$0.50 per hour 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.

(b)        ***Weekend premium \$0.25 per hour for hours worked between 2300 Friday and 2300 hours Sunday.***

**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 lieu of such payment, an employee may choose to receive time off at the overtime rate. Such time off shall be taken at a mutually agreeable time.

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

No overtime shall be paid to an employee who works in excess of her 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, and in accordance with Overtime Protocol developed by both Union and Management and as may be amended by mutual agreement from time to time.

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

- (a) An employee who is called in outside her standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight-time rates, or at her 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 she 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 **10:00** p.m. to come into work between **11:00** p.m. and **7:00** 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:

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

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

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 she has worked her full scheduled shift immediately preceding and succeeding the paid holiday unless excused in writing by her supervisor or the Administrator.

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, she shall not be paid for the holiday unless excused in writing by her 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 her scheduled shift before or after a paid holiday if she is absent on sick leave, or if 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). Such employees may opt to take an unpaid day off in lieu of the holiday worked. If they do not work a holiday, they shall be paid in accordance with the *Employment Standards Act*.

25.08 Employees shall be allowed to accumulate no more than five (5) lieu days for use at a later date at a mutually agreeable time. Any lieu days greater than five shall be paid out at the employee's applicable rate of pay.

**ARTICLE 26 - VACATIONS**

**Effective May 31, 2004**

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:

<i>Years of Credited Service as of May 31 in the Current Year</i>	<i>Vacation</i>	<i>Vacation Pay</i>
Less than one (1) year	One (1) working day for each month up to a maximum of ten (10)	4%
One (1) year or more	Two (2) weeks	4%
Three (3) years or more	Three (3) weeks	6%
Eight (8) years or more	Four (4) weeks	8%
Fifteen (15) years or more	Five (5) weeks	10%
<b>Twenty-five (25) years or more</b>	Six (6) weeks	12%
One (1) day for each year of service after thirty (30) years of service		

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

26.03 A full-time or part-time employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages payable to her 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) For the vacation period from January 1 to June 30, each department shall post a list by November 15 and the employee shall indicate by December 1 the vacation period she wishes.

The Department Head shall post this list of the vacation periods by December 15. After this date, the Department Head of the employee shall not alter that vacation periods unless by mutual consent.

The Department Head shall then set the vacation periods, taking into account the wishes of the employee on the basis of seniority, insofar as the Department Head 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.

(c) For the vacation period July 1 to December 31, each department shall post a list by March 15 and the employee shall indicate by April 1 the vacation period she wishes.

The Department Head shall post this list of the vacation periods by May 1. After this date, the Department Head or the employee shall not alter that vacation periods unless by mutual consent.

The Department Head shall then set the vacation periods, taking into account the wishes of the employee on the basis of seniority, insofar as the Department Head 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.

- (d) By April 1, and December 1 respectively, part-time employees who wish to replace full-time employees while they are on vacation during May 1 to September 30 and December 15 to January 15 inclusive, shall indicate in writing to their Department Head when they are available to work 40 hours per week. The allotment of 40 hours per week shall be in accordance with the employee's seniority. Part-time employees shall book their vacation in accordance with Article 26.04 (b) and (c) above.
- (e) An employee entitled to a vacation in excess of three (3) weeks may, with the approval of the Department Head, take her vacation at one time during the calendar year.
- (f) Unused vacations may not be accumulated without the prior approval in writing of the Administrator of the Home.

26.05 Where an employee qualifies for sick leave requiring hospitalization, bereavement or any other approved leave during her 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 Part-time employees shall be entitled to an annual vacation in accordance with credited service with pay calculated at the appropriate percentage of vacationable earnings in the vacation year ending May 31<sup>st</sup> as follows:

***Effective May 31, 2004***

<i>Years of Credited Service as of May 31 in the Current Year</i>	<i>Vacation</i>	<i>Vacation Pay</i>
Less than one (1) year	5/6 of a day for each month worked	4%
One (1) year or more	Two (2) weeks	4%
Five (5) years or more	Three (3) weeks	6%
Ten (10) years or more	Four (4) weeks	8%
Seventeen (17) years or more	Five (5) weeks	10%
Twenty- <b>seven (27)</b> years or more	Six (6) weeks	12%

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

## **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 be granted during the months of July, August or December unless, in the opinion of the Corporation, there are exceptional circumstances.

**27.02** Conventions and Conferences:

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 traveling time. The Corporation will continue to pay the employee's salary and benefits and invoice the Union for the same.

**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 her normal earnings and the payment she received for jury service or Court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received. The employee shall notify the Corporation if she knows in advance that she will be required to attend court.

**27.04** Bereavement Leave

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, mother or father, brother or sister and grandchildren. An employee shall be paid for such of those days as are scheduled working days.

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

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, sister-in-law, ***son-in-law or daughter-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 she would normally have worked, she 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.

Subject to advanced notification to the Employer, no person will be denied leave without pay for reason of attending a funeral as a pall bearer.

27.05 Pregnancy Leave:

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy leave in accordance with provisions of the Employment Standards Act. 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 pregnancy leave, the employee shall provide the Corporation with at least two (2) weeks written notice. On return from pregnancy leave, the employee will be reinstated to her former permanent position, if it still exists. If the position does not exist upon her return, the employee shall exercise her seniority rights in accordance with Article 19. An employee on pregnancy leave shall continue to accumulate seniority during such leave.

***An employee who is on pregnancy leave as provided under this agreement and who is in receipt of employment insurance pregnancy benefits***, shall be ***paid*** the difference between an employee's fifteen (15) week EIC pregnancy benefit and seventy-five per cent (75%) of her regular weekly earnings other than shift premiums or bonus at the time of the leave, and the sum of her regular weekly Employment Insurance benefits and other earnings to a maximum of \$120/week and subject to the combined benefits not exceeding 95% of the employee's weekly earnings, provided such employee has been employed a minimum of three (3) months by the Corporation and has had such earnings from the Corporation within a twelve (12) month period.

- (b) Parental Leave: Upon written request, leave of absence without pay and without loss of seniority shall be granted for parental leave in accordance with provisions of the Employment Standards Act.

On return from parental leave, the employee shall provide the Corporation with at least two (2) weeks written notice. On return from parental leave, the employee will be reinstated to her former permanent position, if it still exists. If the position does not exist upon her return, the employee shall exercise her seniority rights in accordance with Article 19. An employee on parental leave shall continue to accumulate seniority during such leave.

27.06 Elections: Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any Federal, Provincial or Municipal election and four (4) consecutive hours off for the purpose of voting in any Federal election or referendum, unless otherwise amended by statute. 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) or four (4) (Federal election) 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 Leave and Costs for Continuing Education:

(a) The Corporation agrees to pay up to a maximum of one thousand, two hundred (\$1200) per year, including tuition and required text 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.

**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.



27.09 Union Leaves:

- (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. National, 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 her former position at the expiration of the period or to another position in accordance with her ability and seniority, if her former position is not available.
- (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 Federal or Provincial Office:

When elected to Federal or Provincial 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.

27.11 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.

27.12 During the first eighteen (18) months of an absence, an employee returning to work shall be entitled to return to her former position. An employee returning to work after an absence in excess of eighteen (18) months shall exercise their seniority rights in accordance with Article 19 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 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 Workplace Safety & Insurance Act.

28.02 Subject to Article 28.03 each January 1<sup>st</sup>, 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 1<sup>st</sup>, 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.

28.04 The number of days for which an employee received sick pay shall be deducted from her cumulative sick leave credits on a straight time basis and charged to the nearest quarter. Sick leave payment will be at the employee's basic rate of pay excluding shift, overtime or any other premium.

28.05 A record of all unused sick leave will be kept by the Corporation and after the close of each calendar year, the Corporation shall forward to the employee a record of the amount of sick leave accrued to the employee's credit.

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., she shall not receive sick leave credit for the period of such absence but shall retain her 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 Workplace Safety & Insurance 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 her 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 her department head or representative where possible. The employee shall cause notice to her 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 from time to time with the Administrator or her representative, if requested in advance. In absences exceeding two (2) weeks or in other reasonable circumstances the Administrator or her representative may request submission of a Treatment Memorandum. Such certificate or Treatment Memorandum shall be paid for by the Corporation when payment is required.
- (c) In the event an employee fails to report on the first day or fails to file a doctor's certificate as outlined above, she shall not be entitled to any sick leave benefits as provided herein unless, in the opinion of the Administrator or her 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 her representative shall be entitled to be paid an amount equal to 50% of the value of her 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.
- (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.

28.10

- (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 her date of return was not definite, she must advise her immediate supervisor when she will be returning to work at least twenty-four (24) hours before her intended return.

28.11

- (a) The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7), when submitting same to the Workplace Safety & Insurance Board (WSIB), in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the WSIB regarding an employee's WSIB claim to both the Union and the injured worker.
- (b) An employee who is absent from work as a result of an illness or injury sustained at work, and who has been awaiting approval from WSIB benefits **may access their sick time on the fourth (4<sup>th</sup>) day following injury**, by **applying** to the Employer for payment equivalent to the lesser of the benefit the employee would

receive from WSIB, if the claim was approved, or the benefit to which the employee would be entitled to under the Employer's sickness and accident insurance plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer, and a written undertaking satisfactory to the Employer, that any payment will be refunded to the Employer's insurance plan, following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Employer's sickness and accident insurance plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 29 – EMPLOYEE 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 full-time employees who regularly work more than 24 hours per week, subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan.

1. Liberty Health Plan for Semi-Private Hospital Care (or equivalent).
2. Liberty Health Extended Health Care Formulary 2 Mandatory Generic Plan (or equivalent) \$30/\$60 deductible and dispensing fee cap of \$7.00 per prescription; with provisions for eyeglasses \$300 per 24 consecutive months for each enrolled adult and \$125 per 12 months for children (as defined by the carrier); hearing aids (\$600 per year). Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.
3. Liberty Health Code 9 Dental Plan (or equivalent) based on previous year's rate as amended from time to time, with nine (9) month dental oral recall examination and preventative recall package. Children, twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package. Effective July 1, 1990, Dental Plan amended to provide coverage for orthodontics, capping, crowns, and prosthodontic services \$2000 maximum lifetime benefit, 50/50 co-insured.
4. Overage Rider: A child (whether a natural child, legally adopted child, step child or foster child) under the guardianship of an enrolled employee or enrolled spouse is covered if he or she meets all of the following requirements:
  - (a) unmarried;
  - (b) not living in a cohabitive state;
  - (c) not employed on a full-time basis;
  - (d) an eligible dependent (as defined by the Income Tax Act) of an enrolled person; and either:
    - (i) 21 years of age; or
    - (ii) 21 to 25 years of age and enrolled in full-time attendance at an accredited college or university.

29.03 Subject to eligibility, the Corporation shall pay one hundred per cent (100%) of the premiums for part-time employees as defined in Article 2.07 (b) for the following benefits only, subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan:

1. Liberty Health Plan for Semi-Private Hospital Care (or equivalent).
2. Liberty Health Extended Health Care Formulary 2 Mandatory Generic Plan (or equivalent), with \$30/\$60 annual deductible, 100% coverage for all Plan benefits with \$1,500 per enrolled person per calendar year. This includes provision for eyeglasses \$250 per 24 consecutive months for each enrolled adult and \$125 per 12 months for children (as defined by carrier); hearing aids (\$600 per year) and Dispensing fee cap of \$7.00 per prescription.

Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.

3. Liberty Health Code 9 Dental Plan (or equivalent) 100% coverage based on previous year's fee guide as amended each October 1 with \$1,000 per enrolled person per calendar year maximum benefit, with nine month oral recall examination and preventative recall package. Children twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package; plus 50% coverage for crowns and orthodontia with a life-time maximum benefit of \$1,500 per person insured.
4. Life Insurance - \$20,000.

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.

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 for full-time employees and in accordance with OMERS regulations for part-time employees.

29.07

- (a) It is understood that all benefits covered by this collective agreement apply to those eligible persons under 65 years of age, save and except retired employees covered with insurance under Article 29.04.
- (b) ***Employees exercising retirement options under the OMERS 90 Factor shall receive benefits paid by the employer as follows (integrated with provincial benefit plans for senior citizens):***

- 1. Ontario Health Insurance Plan***
- 2. Dental and Extended Health Care Plan, combined maximum \$10,000 lifetime for each enrolled member or until the retired employee attains 65 years of age, whichever the earlier***

***For greater clarity, this benefit only applies to those individuals retiring on or after date of ratification.***

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 Worker' Safety Insurance benefits until such time as the employee is awarded pension by the Workers' Safety & Insurance Board.

29.09

- (a) The Employer agrees to administer a 100% employee premium paid Long Term Disability Plan with benefit coverage of 60% of an employee's basic wage at time of disability to age 65, it being understood that representatives of the Union will be included in the annual review of Long Term Disability premium adjustments affecting the Union and the selection of the carrier of the plan. Employee premium payments will be paid through payroll deduction or in accordance with Article 29.10 where applicable.
- (b) The Corporation agrees to provide a wage supplement effective January 1, 1999 to a maximum of the difference (in employee-paid premiums) between the 25 percent employee share and the revised January 1, 1999 percent employee share at 60 percent coverage or the lesser of any subsequent amended premium for a Corporate disability plan.

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

- (i) the Corporation shall notify such employee in writing of the above requirement at the commencement of her leave, and

- (ii) after notifying the employee of their intention of doing so, the Corporation may discontinue benefit coverage once such employee is more than one (1) month in arrears.

Prior to the commencement of the employee's leave of absence, such employee or Union representative may approach the Corporation to address such extenuating circumstances that may necessitate an alternative method of repayment as agreeable to the Corporation.

29.11 Upon signing of the collective agreement, the Corporation will forward to the Union the full text of all employee benefit contracts referred to in Article 29.

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

#### **30.01**

- (a) 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 her wages and deductions.

All employees shall receive their pay cheques by electronic deposit only.

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

- (b) Notwithstanding the foregoing, it is understood, following the agreement of all employee groups, the Employer will provide two (2) months notice of change from weekly to bi-weekly pay periods, it being understood that the Parties will discuss and mutually develop implementation terms.

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, she 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, she shall receive that rate. When an employee is assigned to a position paying a lower rate, her classified rate shall not be reduced until after sixty (60) consecutive working days.

30.04 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, or shall be given a food voucher for use at a later date.

30.05 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 in excess of \$50 within 24 hours of being notified by the employee.

30.06 When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for corporate business, employees will be reimbursed at the rate established annually by Niagara Regional Council. All mileage shall be approved by the Department Head and submitted to the Corporate Services Department for payment each month.

### **ARTICLE 31 - GENERAL**

#### 31.01 Uniforms and Safety Footwear:

(a) Effective January 1 of each year the Corporation shall make an annual payment of \$100 toward the purchase of C.S.A.-approved safety footwear to each employee who is required by the Corporation to wear such footwear.

(b) For all employees in the Bargaining Unit, excluding vacation relief employees and upon written request, the Corporation shall issue and not exceed:

Two (2) sets of pants and shirts (scrubs) that are of Avida quality or comparable, per calendar year for full time employees.

One (1) set of pants and shirt (scrubs) that are of Avida quality or comparable, per calendar year for part time employees.

(c) ***Maintenance employees be supplied with two (2) sets of work clothes (maintenance blues), per calendar year for full time employees and one (1) set of work clothes (maintenance blues), per calendar year for part time employees.***

Replacement pants and shirts (scrubs) and ***work clothes (maintenance blues)*** shall be issued upon return of the previously issued uniform(s) that are deemed by the Corporation to be reasonable beyond repair or unwearable. The Uniform shall have a Union label.

31.02 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.

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



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 her 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 her probationary period shall be laid off or have her employment terminated as a direct result of any technological change in methods.
- (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.
- (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 In order to ensure the appropriate classification of jobs listed under Schedule A of the collective agreement, the Parties agree that matters related to the classification of new jobs and the reclassification of existing jobs shall be dealt with in accordance with the Joint Job Evaluation Manual of Procedures dated February 11, 1993, and forming part of this collective agreement.

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

## **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 WSIB 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 her regular rate of pay without reduction from sick leave, unless a doctor or Registered 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 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 EMPLOYMENT**

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.

#### **ARTICLE 36 – RETIREMENT AGE**

36.01 It is agreed that the first day of retirement shall be the first day of the month following the month an employee attains his sixty fifth (65) birthday.

#### **ARTICLE 37 - RETROACTIVITY**

37.01 Retroactivity is restricted to across-the-board wage improvement only and not to include any bargaining unit employee who resigned or was terminated **prior to date of ratification** by the Parties. Employees who retired through normal retirement **prior to date of ratification by the Parties** will receive retroactive **rate** adjustments.

#### **ARTICLE 38 – PLURAL OR FEMININE**

38.01 Where the singular or feminine is used in the agreement, it shall be considered as if the plural or masculine has been used where the context so requires.

## **ARTICLE 39 - COPIES OF AGREEMENT**

39.01 Both parties agree to pay 50% of the cost of the Collective Agreement to be printed mutually satisfactory in form and supplied by the **Union**

## **ARTICLE 40 - NOTICES**

40.01 Each employee shall be responsible to advise her Administrator or designate of her current mailing address and telephone number and advise of any such changes within seven days of the effective date of the change.

Each enrolled employee shall be responsible to advise the Human Resources Department of all dependents or beneficiaries for purposes of benefit eligibility and advise of any such changes within seven days of the effective date of the change.

40.02 Notice to the parties shall be addressed to:

The **Commissioner** 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 103  
St. Catharines, Ontario L2W 1A4

## **ARTICLE 41 - TERM OF AGREEMENT**

41.01 This Agreement shall be binding and remain in effect for a period of thirty-six (36) months from **January 1, 2004 to December 31, 2006**, 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 to bargain and within one month of such notice, the parties shall commence formal negotiations.

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

## LETTERS OF UNDERSTANDING

### 1. VACATION SCHEDULING - MARCH BREAK AND WEEK BETWEEN CHRISTMAS AND NEW YEARS

Notwithstanding any other clauses contained in the collective agreement, the Parties hereby agree that upon written request for time off the week of March Break and/or the week between Christmas and New Years, such request shall be approved on a rotation basis from year to year, insofar as the Department Head considers the vacation request(s) to be consistent with the efficient functioning of the department.

In order to ensure that individuals shall be given an equal opportunity to have the above noted vacation times, it is understood that the vacation requests will be processed on a rotation basis from one year to the next, rather than on a seniority basis.

### 2. THE WOODLANDS OF SUNSET/RAPELJE LODGE

This applies to the smaller departments and programs only and does not apply to nursing, housekeeping and dietary departments. As ***The Woodlands of Sunset/Rapelje*** Lodge have a single administration with two location sites, the parties agree that the collective agreement will be administered in such a way that treats ***The Woodlands of Sunset/Rapelje*** Lodge as one Home for the Aged.

In recognition of the practical aspects of administering the collective agreement, the parties agree that the following Articles in the collective agreement will be applied for each of the two sites, ***The Woodlands of Sunset*** and Rapelje Lodge. It is further understood that all other Articles in the collective agreement that are not noted in this Letter of Understanding shall be applied as one Home.

Article 5.03 – Check Off of Union Dues

Article 9 – Grievance Procedure

Article 10 – Discharge and Discipline

Article 11.02 – Union Committees and Stewards – ***The Woodlands of Sunset and Rapelje*** Lodge will have the same number of Stewards as ***The Meadows of Dorchester***, Gilmore Lodge and Upper Canada Lodge.

Article 15.01 – Seniority – each site will have a bulletin board for the posting of master seniority lists.

Article 18.02 – Promotion and Staff Changes – job postings will state work location as “***The Woodlands of Sunset/Rapelje*** Lodge, but presently assigned to (name of the site), but expected to work at both site locations.

Article 18.03 – Promotion and Staff Changes – job applications can be submitted to a designated person at each site

Article 20 – Hours of Work – for all of Article 20, hours of work for full-time employees shall be for one site only, while hours of work for part-time employees shall be for both sites.

Article 22 – Overtime - for all of Article 22, overtime for full-time employees shall be for one site only, while overtime for part-time employees shall be for both sites.

Article 26 – Vacations – For all of Article 26, vacations for full-time employees shall be for one site only, while vacations for part-time employees shall be for both sites.

Article 27.01, 27.02, and 27.05 – Leave of Absence

Article 30.03 – Payment of Wages and Allowances – for out-of-class pay for full-time employees pay shall be for one site only, while out-of-class pay for part-time employees pay shall be for both sites.

Article 31.04 – Present Practices

Article 34 – Safety and Health

General:

The Parties agree that the collective agreement shall be amended to replace the words “*The Woodlands of Sunset*” to “*The Woodlands of Sunset/Rapelje Lodge*”, where applicable.

**3. COACHING AND COUNSELLING**

The Parties agree that coaching and counselling letters are non-disciplinary however may form part of an employee’s record. The Union reserves the right to grieve in keeping with Article 9.02 (a) as to the facts contained in the letter but not the issuance of the letter. It is understood that any coaching and counselling letters shall be removed from an employee’s record after a period of **eighteen (18)** months in which he has not received any coaching or counselling notation.

**4. EDUCATIONAL UPGRADING**

The Employer acknowledges the desire of employees to obtain or upgrade educational qualifications. Subject to the operational needs of the Home and notwithstanding Article 2.04, the employee and Employer will discuss flexible hours of work to allow the employee to attend approved educational sessions. Such agreements shall be in writing.

5. **MODIFIED WORK POLICY MANUAL**

*The Parties agree to meet, when required, to discuss issues related to Temporary Transitional Work Program.*

6. **RPN “OUT OF SCHEDULE” ADJUSTMENT**

The Corporation agrees, notwithstanding Appendix C of this collective agreement, that the agreed to RPN “Out of Schedule” adjustment rate of \$0.50 per hour will continue for the duration of this collective agreement.

7. **GENERIC DRUG PLAN**

The Corporation will accept, on an exception basis, submission from enrolled members who present a physician authorized medical note indicating that the available generic drug cannot be prescribed for medical reason or that there is no other medically appropriate generic substitute available that can be prescribed by the physician. The Corporation will reimburse the employee for the difference in monies that they had to pay for the brand drug prescription through accounts payable and following submission of the doctor’s note and proof of prescription purchase to the Human Resources Department.

8. **UNION PRESIDENT’S LEAVE**

The Corporation agrees to grant a leave of absence with pay, benefits and accumulation of seniority to the elected Union President of CUPE Local 1263 for the term of office. It is further understood that the individual continues to be covered under the provisions of the collective agreement during this period of time. The granting of such leave of absence is conditional upon the elected Union President being an employee of the Regional Municipality of Niagara.

The Parties agree that the Union shall be responsible for reimbursing the Corporation **seventy-five (75%)**, within 30 days of the date of invoice, for wages and benefits. The Union further concurs with the method of recording such time on a form prescribed by the Corporation.

The Union will further reimburse the Corporation **fifty percent (50%)** for President’s vacation entitlement and sick leave credits for each year of the President’s leave (*i.e. 9 days*).

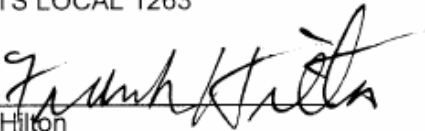
The Parties further agree that it is the Union’s responsibility to provide and ensure Workers’ Safety and Insurance Board coverage or equivalent coverage for the President during the President’s leave of absence.

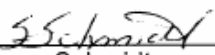
Notwithstanding any other clause in the collective agreement, the Union President's full-time position shall be posted as a temporary position and remain as such during the President's elected term of office.

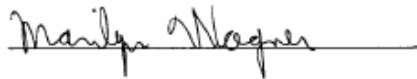


IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers and representatives this 7<sup>th</sup> day of July, 2004 .

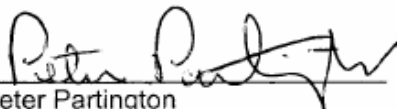
CANADIAN UNION OF  
PUBLIC EMPLOYEES  
AND ITS LOCAL 1263


  
\_\_\_\_\_  
Frank Hilton  
(National Representative)

  
\_\_\_\_\_  
Susan Schmidt  
(President)

  
\_\_\_\_\_

THE REGIONAL MUNICIPALITY  
OF NIAGARA

  
\_\_\_\_\_  
Peter Partington  
(Regional Chair)

  
\_\_\_\_\_  
Pam Gilroy  
(Acting Regional Clerk)

\_\_\_\_\_  
APPROVED FOR EXECUTION

  
\_\_\_\_\_  
LEGAL COUNSEL

**SCHEDULE "A" - HOURLY RATES**  
(Effective January 1, 2004)

**CUPE LOCAL 1263 RATE TABLE**

Jan 1, 2004 - Dec 31, 2004

Grade	Band	Position ID	Position	Red Circled Rate	Start Rate	^"End" Rate
2	I02A	SSLA09	Security Guard		14.69	14.99
3	I03				14.94	15.24
4	I04A	SSLA06	General Maintenance Helper		15.20	15.51
	I04B	SSAI08	Laundry Aide - Central Laundry/Linhaven		15.20	15.51
	I04D	SSAI10	Laundry Aide - All Homes except Central Laundry/Linhaven		15.20	15.51
5	I05A	SSLA10	Washer Operator		15.47	15.78
	I05B	SSDR01	Driver/Laundry		15.47	15.78
6	I06A	SSAI07	Housekeeping Aide		15.73	16.05
	I06B	SSLA01	Cleaner/Scrubber		15.73	16.05
	I06C	SSAI01	*Dietary Aide I07D	16.32	15.73	16.05
7	I07				16.00	16.32
8	I08A	SSAI11	Seamstress		16.25	16.58
9	I09A	SSLA03	General Maintenance - Painter		16.52	16.86
	I09B	SSLA02	Assistant Cook		16.52	16.86
10	I10B	SSST01	Cook		16.78	17.12
11	I11A	SSLH01	Housekeeping - Lead Hand		17.05	17.40
	I11B	SSLH12	Laundry - Lead Hand		17.05	17.40
	I11E	SSLA05	General Maintenance		17.05	17.40
	I11F	SSAI04	Health Care Aide (HCA)		17.05	17.40
12	I12A	SSAI33	Health Care Aide - Dementia Care		17.30	17.65
13	I13C	SSPR25	*Recreationist HI3M	18.82	17.57	17.93
	I13D	SSPR20	Rehabilitation Worker		17.57	17.93
14	I14A	SSLH09	Food Service Supervisor		17.83	18.20
	I14B	SSLH07	*Maintenance Coordinator H14N	19.32	17.83	18.20
	I14D	SSLH10	**Senior Day Program Coordinator SO1N	18.97	17.83	18.20
15	I15B	SSNR02	RPN - Registered Practical Nurse		18.10	18.47
16	I16A	SSNR04	RPN - Dementia Care		18.35	18.73

- 1) \* Denotes red circled positions which remain at existing rate. Present incumbents of these positions will continue to receive any negotiated increases. New incumbents will be paid the above internal equity rates.
- 2) \*\* Denotes red circled positions which remain at existing rate. Grandfathered incumbents of this position will not be eligible to receive any negotiated increases. New incumbents will be paid the above internal equity rates.
- 3) RPN - Registered Practical Nurse receive an "out of schedule" adjustment of \$0.50 per hour effective January 7, 2001
- 4) ^"End" Rate - Six month rate for Full-time employees; 624 hours worked for Part-time employees.

**SCHEDULE "A" - HOURLY RATES**  
(Effective January 1, 2005)

**CUPE LOCAL 1263 RATE TABLE**

				Jan 1, 2005 - Dec 31, 2005		
Grade	Band	Position ID	Position	Red Circled Rate	Start Rate	^"End" Rate
2	I02A	SSLA09	Security Guard		15.13	15.44
3	I03				15.39	15.70
4	I04A	SSLA06	General Maintenance Helper		15.66	15.98
	I04B	SSAI08	Laundry Aide - Central Laundry/Linhaven		15.66	15.98
	I04D	SSAI10	Laundry Aide - All Homes except Central Laundry/Linhaven		15.66	15.98
5	I05A	SSLA10	Washer Operator		15.93	16.25
	I05B	SSDR01	Driver/Laundry		15.93	16.25
6	I06A	SSAI07	Housekeeping Aide		16.20	16.53
	I06B	SSLA01	Cleaner/Scrubber		16.20	16.53
	I06C	SSAI01	*Dietary Aide I07D	16.81	16.20	16.53
7	I07				16.48	16.81
8	I08A	SSAI11	Seamstress		16.74	17.08
9	I09A	SSLA03	General Maintenance - Painter		17.02	17.37
	I09B	SSLA02	Assistant Cook		17.02	17.37
10	I10B	SSST01	Cook		17.28	17.63
11	I11A	SSLH01	Housekeeping - Lead Hand		17.56	17.92
	I11B	SSLH12	Laundry - Lead Hand		17.56	17.92
	I11E	SSLA05	General Maintenance		17.56	17.92
	I11F	SSAI04	Health Care Aide (HCA)		17.56	17.92
12	I12A	SSAI33	Health Care Aide - Dementia Care		17.82	18.18
13	I13C	SSPR25	*Recreationist HI3M	19.38	18.10	18.47
	I13D	SSPR20	Rehabilitation Worker		18.10	18.47
14	I14A	SSLH09	Food Service Supervisor		18.36	18.75
	I14B	SSLH07	*Maintenance Coordinator H14N	19.90	18.36	18.75
	I14D	SSLH10	**Senior Day Program Coordinator SO1N	18.97	18.36	18.75
15	I15B	SSNR02	RPN - Registered Practical Nurse		18.64	19.02
16	I16A	SSNR04	RPN - Dementia Care		18.90	19.29

- 1) \* Denotes red circled positions which remain at existing rate. Present incumbents of these positions will continue to receive any negotiated increases. New incumbents will be paid the above internal equity rates.
- 2) \*\* Denotes red circled positions which remain at existing rate. Grandfathered incumbents of this position will not be eligible to receive any negotiated increases. New incumbents will be paid the above internal equity rates.
- 3) RPN - Registered Practical Nurse receive an "out of schedule" adjustment of \$0.50 per hour effective January 7, 2001
- 4) ^"End" Rate - Six month rate for Full-time employees; 624 hours worked for Part-time employees.

**SCHEDULE "A" - HOURLY RATES**  
(Effective January 1, 2006)

**CUPE LOCAL 1263 RATE TABLE**

Jan 1, 2006 - Dec 31, 2006						
Grade	Band	Position ID	Position	Red Circled Rate	Start Rate	^"End" Rate
2	I02A	SSLA09	Security Guard		15.58	15.90
3	I03				15.85	16.17
4	I04A	SSLA06	General Maintenance Helper		16.13	16.46
	I04B	SSAI08	Laundry Aide - Central Laundry/Linhaven		16.13	16.46
	I04D	SSAI10	Laundry Aide - All Homes except Central Laundry/Linhaven		16.13	16.46
5	I05A	SSLA10	Washer Operator		16.41	16.74
	I05B	SSDR01	Driver/Laundry		16.41	16.74
6	I06A	SSAI07	Housekeeping Aide		16.69	17.03
	I06B	SSLA01	Cleaner/Scrubber		16.69	17.03
	I06C	SSAI01	*Dietary Aide I07D	17.31	16.69	17.03
7	I07				16.97	17.31
8	I08A	SSAI11	Seamstress		17.24	17.59
9	I09A	SSLA03	General Maintenance - Painter		17.53	17.89
	I09B	SSLA02	Assistant Cook		17.53	17.89
10	I10B	SSST01	Cook		17.80	18.16
11	I11A	SSLH01	Housekeeping - Lead Hand		18.09	18.46
	I11B	SSLH12	Laundry - Lead Hand		18.09	18.46
	I11E	SSLA05	General Maintenance		18.09	18.46
	I11F	SSAI04	Health Care Aide (HCA)		18.09	18.46
12	I12A	SSAI33	Health Care Aide - Dementia Care		18.35	18.73
13	I13C	SSPR25	*Recreationist HI3M	19.96	18.64	19.02
	I13D	SSPR20	Rehabilitation Worker		18.64	19.02
14	I14A	SSLH09	Food Service Supervisor		18.91	19.31
	I14B	SSLH07	*Maintenance Coordinator H14N	20.50	18.91	19.31
	I14D	SSLH10	**Senior Day Program Coordinator SO1N		18.91	19.31
15	I15B	SSNR02	RPN - Registered Practical Nurse		19.20	19.59
16	I16A	SSNR04	RPN - Dementia Care		19.47	19.87

- 1) \* Denotes red circled positions which remain at existing rate. Present incumbents of these positions will continue to receive any negotiated increases. New incumbents will be paid the above internal equity rates.
- 2) \*\* Denotes red circled positions which remain at existing rate. Grandfathered incumbents of this position will not be eligible to receive any negotiated increases. New incumbents will be paid the above internal equity rates.
- 3) RPN - Registered Practical Nurse receive an "out of schedule" adjustment of \$0.50 per hour effective January 7, 2001
- 4) ^"End" Rate - Six month rate for Full-time employees; 624 hours worked for Part-time employees.

## APPENDIX A

### HARASSMENT IN THE WORKPLACE GENERAL POLICY

#### **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 with the Ontario Human Rights Code.

#### **1. DEFINITIONS**

##### **Personal Harassment**

Any behaviour, whether overt or subtle, that is directed to any employee and considered by an 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.

##### **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 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 of 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**

- (a) Notify offender the behaviour is considered an affront and will not be tolerated;
- (b) Keep a written record of:
  - (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**

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 the 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 offences, 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 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 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."



## **APPENDIX B**

### **EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program offers the following types of service, all at no cost to the employee and all are completely voluntary.

**CONFIDENTIAL COUNSELLING** in response to such needs as:

- Improving Family Life
- Alcohol/Drug Problems
- Pre-retirement Planning
- Death in the Family
- Single Parenting
- Esteem Issues
- Divorce/Separation/Custody
- Legal/Financial Concerns
- Aging Parents
- Marital Enrichment
- Job Stress Management
- Sexual Concerns

### **REFERRAL SERVICES**

After consulting with your counsellor, you may decide to use one or more community resources available to you. When there are fees involved with using these additional services, these fees are the responsibility of the individual client.

### **WHAT IS THE EMPLOYEE ASSISTANCE PROGRAM?**

The Employee Assistance Program (EAP) is a free service for all employees, and their immediate families. Its purpose is to help you and your family enrich the quality of your lives. The program provides a counsellor with whom you can talk confidentially and in complete privacy. Together you can discuss various plans and approaches. The decision about which steps to take is entirely up to you.

### **WHAT DOES "VOLUNTARY" ACTUALLY MEAN?**

It means that only you as a potential client of the EAP counselling service can initiate a counselling session. Only you can make a counselling appointment for yourself. The counsellor will not accept appointments for counselling made by a second party. The EAP counselling service is a resource for you and your family.

### **WHAT DOES "CONFIDENTIAL" ACTUALLY MEAN?**

It means that unless you wish otherwise, the content of your conversation will remain strictly between you and your counsellor. To ensure your maximum privacy and comfort there are counselling offices in St. Catharines, Niagara Falls and Welland, telephone 641-1688 or toll free 1-877-422-9547.

## APPENDIX C

### JOINT JOB EVALUATION

#### MANUAL OF PROCEDURES

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement (Appendix C) and supersedes any and all Joint Job Evaluation agreements or understanding between the parties.

#### ARTICLE 1 - PURPOSE

This Manual of Procedures is established to provide an ongoing maintenance program for the agreed upon Joint Job Evaluation Program, designed to provide and maintain the basis of a gender-bias free and equitable salary and wage structure, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

#### ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

Benchmark Job	or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.
Classification	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
Classification Differential	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
Classification Increments	The salary or wage steps for a particular Classification.
Collective Agreement	The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1263 (hereafter referred to as the Union).
Current Rate	An employee's present rate of pay.
Duty	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.
Employee	An employee of the Region in the bargaining unit for which CUPE Local 1263 is the recognized bargaining agent as defined in the Collective Agreement.
Factors	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.
Factor Degrees	The actual measurement levels within each factor.
Green Circled	The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Incumbent	An employee who has been appointed or promoted to a job.

Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.
Job Description	A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job.
Job Documents	Comprised of all documentation used in the job analysis process; specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Program.
Job Rating	The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.
Joint Job Evaluation Committee	The Joint Committee appointed by the parties to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual.
Out of Schedule Rate	A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.
Points	The numerical expression adapted for measurement of each degree within each factor.
Rating Manual	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled	The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Salaries and Wage	The salary and wage classifications as per Schedule A of the Collective Agreement.
Staff Complement	A staff position authorized as such by Council.
Task	An activity undertaken in order to complete specific duty, defining how a duty is done.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
Wage Grade	The designation in the Collective Agreement for a particular job rate or salary level or salary range.
Wage Rate Schedule	The wage grades and levels as set forth in the Collective Agreement.

### ARTICLE 3 - RATING METHODOLOGY

- 3.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content which results, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the salary and wage schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements and tasks inherent to the job.
- 3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors as shown in Schedule 2.
- 3.5 Job ratings serve to:
  - a) group jobs having relatively equivalent point values into the same classification;
  - b) provide the basis from which to gauge equitable wage rate relationships between the jobs;
  - c) form the foundation from which to measure changes in job content;
  - d) enable the assignment of jobs into their proper classifications.

### ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that the Employer maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Program. It is the intent of the employer to maintain accurate, up-to-date job descriptions.
- 4.2 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 duties, are as follows:
  - a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date 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 declared redundant by the employer
    - (iii) The job is changed as a result of a successful appeal.
  - b) Whenever the employer decides to establish a new job, the following procedures shall apply:

- (i) The Human Resources Department shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual, subject to review by the Joint Job Evaluation Committee at their next scheduled meeting or earlier if requested by either party.)
- (ii) The Human Resources Department shall notify the Union of the job description and the temporary wage grade.
- (iii) Within six (6) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that a change should be made in the job's Classification, such a change shall be retroactive to the date that the incumbent commenced employment in the new posted job.

4.3 The job description or notice of vacancy is the sole responsibility of the Human Resources Department.

4.4 Whenever the Region changes the duties of a job, the change in job content requires review by the Joint Job Evaluation Committee to determine an appropriate Classification. The following procedures shall apply:

- a) The revised job description and any other job document shall be submitted to the Joint Job Evaluation Committee, with a copy to the Employee and the Union.
- b) The Joint Job Evaluation Committee shall review the changes to the job description and any other job document and, if required, re-rate the job. The results of the re-evaluation will be communicated to the **Commissioner** of Human Resources, the Department Head, the Union and the incumbent.
- c) The job shall be assigned the appropriate Classification.

4.5 A review of the job rating for a job may be initiated by the incumbent(s), Union, Department Head, or Supervisor, as follows:

- a) The initiator shall complete the form "Request for Job Evaluation Review", available from the Human Resources Department and/or the Union.
- b) The Request, upon completion and authorized by the Union, incumbent, or supervisor, must be forwarded to the **Commissioner** of Human Resources, who shall forward it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Department Head.
- c) If it is the decision of the Joint Job Evaluation Committee that the job rating should be reviewed, the job shall be evaluated in accordance with Article 5. The results of the re-evaluation will be communicated to the incumbent(s), the appropriate Department Head, the **Commissioner** of Human Resources, and the Union.
- d) If it is the decision of the Joint Job Evaluation Committee that the job rating should not be reviewed, then this decision will be communicated to the **Commissioner** of Human Resources, the Department Head, the Union, and the incumbent(s).

- e) If no decision can be reached by the Joint Job Evaluation Committee, as to whether or not the job rating should be reviewed, then the matter shall be referred to the Job Evaluation Referee, in accordance with Article 7.
- 4.6 In the event that an “out of schedule” higher rate for a job is introduced by the Corporation, the Union shall be notified in writing, and such rate shall continue in effect until the Corporation determines that the conditions which gave rise to the “out of schedule” rate adjustment no longer exists. At that time the rate for the job shall be the evaluated classification as per this Manual of Procedures. Any employee who was being paid at the “out of schedule” rate while working in the job shall continue to receive the “out of schedule” for a period of three (3) months following the Corporation’s termination of the “out of schedule” rate, at which time the incumbent shall revert to their previously held rate, adjusted to reflect economic adjustment or step advance that the employee would have otherwise been entitled during the “out of schedule” period.

#### ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purpose. Such review may include:
- a) site inspection by the Committee
  - b) interviewing, by the Committee of incumbents and supervisors
- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule 1)
- 5.3 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.
- 5.4 In the application of the Rating Manual the following general rules shall apply.
- a) It is the content of the job that is being analyzed, not the individual doing the job.
  - b) Jobs are to be evaluated without regard to existing job rates.
  - c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.
  - d) Workload is not a consideration when evaluating a job except as provided for in Factor 8/Mental Effort.
  - e) No interpolation of factor degrees is to be made in the use of this program. (i.e. no insertion of a factor rating that falls between the established degrees of the factor).

- f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.
  - g) If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
  - h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Region and the Union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Region and the Union. The appeal forms shall be available from the Human Resources Department and/or the Union.
  - i) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
  - j) The Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
  - k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.
- 5.5 The Human Resources Representative shall communicate all rating and/or other decisions made by the Committee to the **Commissioner** of Human Resources, the appropriate Department Head, the Union and the incumbent(s) of the Committee's decision. Subject to completion of the appeals procedure noted herein, such decisions shall be considered final and binding upon the Parties.
- a) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall receive the new wage rate for the position effective the date the new rating was finalized by the Committee or immediately following the appeal proceedings, noted under Article 5 of this Manual of Procedures, if the latter.
  - b) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of such job, whose existing wage grade is thus below the established wage rate of the changed job, shall be identified as being "Green Circled". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increments structure, effective the date the new rating was finalized by the Committee, or immediately following appeal proceedings noted under Article 5 of this Manual of Procedures, if the latter.

- c) If required, the job shall be assigned the appropriate wage classification, effective the date the new rating was finalized by the Committee or following appeal proceedings noted under Article 5, if the latter.
- d) If the incumbent(s) of the job disagree(s) with the job description or the rating of the job, an appeal of the job description and/or the rating may be lodged, within fifteen (15) calendar days of receipt of the rating, by the incumbent(s) with the Joint Committee through the **Commissioner** of Human Resources, with a copy provided to the Union. The appeal shall state, in writing, the reason or reasons why the incumbent(s) disagree(s) with the job description and/or the rating of the job.

## ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- two (2) representatives of the Region, as selected by the Region;  
plus one (1) alternate as selected by the Region.
- two (2) representatives of the Union, as selected by the Union;  
plus one (1) alternate as selected by the Union.
- one (1) non-voting Representative appointed from the Human Resources Department following discussion with the Union.
- the position of Chairperson shall alternate between the Union and the Region.

6.2 It shall be the purpose of the Joint Job Evaluation Committee:

- a) to review, confirm or revise job ratings as initiated through the agreed to process.
- b) to establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.
- c) to review problems pertaining to the application of the Rating Manual, and recommend solutions to the Region and the Union.
- d) to recommend changes to the Rating Manual and the Job Evaluation process to the Region and the Union.

6.3 The Human Resources Representative shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including the calling of all Committee meetings and acts as a recording secretary to the Committee. All correspondence to and from the Committee shall go through the Human Resources Representative.

6.4 Decisions of the Joint Job Evaluation Committee shall require consensus. When consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee as provided for in Article 7 of this Manual of Procedures.

6.5 The Joint Job Evaluation Committee shall meet at least every third month.



## ARTICLE 7 - JOB EVALUATION REFEREE

### 7.1

- a) The Region and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.
- b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.
- c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within ten (10) calendar days of such notification, agree upon a replacement.
- d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).

7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Region and the Union.

7.3 The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.

7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee:

- a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.
- b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the **Commissioner** of Human Resources, the appropriate Department Head, the Union and the incumbent(s).
- c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.

7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

## ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

- 8.1 Upon the completion of the job evaluation process, the Human Resources Representative shall total the points assigned to each Factor Degree, using the attached Schedule 2, Job Evaluation Factors and Weights, and Schedule 3, Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Human Resources Representative shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.
- 8.2 The Human Resources Representative shall notify the Human Resources Department and the Union of the results of 8.1.
- 8.3 The Human Resources Department shall notify the appropriate Department Head, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.

The Union members of the Committee and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee as approved by the **Commissioner** of Human Resources. These members shall continue to have all the rights and privileges of the Collective Agreement.

## ARTICLE 9 - GRIEVANCE/ARBITRATION

- 9.1 The decision of the Joint Job Evaluation Committee and/or Referee is final and binding and not subject to the grievance procedure.

**NOTE: THE BOLD AND ITALICS PRINT REPRESENTS NEW CLAUSES OR CHANGES FROM THE PAST COLLECTIVE AGREEMENT .**

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