

SOURCE	Company		
EFF.	93	07	03
TERM.	96	07	02
No. OF EMPLOYEES	290		
NOMBRE D'EMPLOYÉS	CB.		

COLLECTIVE AGREEMENT

BETWEEN

**ST. JOSEPH'S VILLA
DUNDAS, ONTARIO**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1404**

JULY 3, 1993 TO JULY 2, 1996

11246 (01)

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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE AND ENTERED

BETWEEN

ST. JOSEPH'S VILLA, DUNDAS

(HEREINAFTER CALLED THE "EMPLOYER")

OF THE FIRST PART

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 1404

(HEREINAFTER CALLED THE "UNION")

OF THE SECOND PART

WHEREAS the right of the resident to receive uninterrupted, skilful and efficient care cannot be questioned, and it is the responsibility of the Employer to ensure efficient operations and to therefore require the complete cooperation of its employees;

AND WHEREAS it is important that harmonious relations be continued between the Employer and its Employees, the parties hereto are entering into a collective agreement as set out hereafter for the purpose of providing an orderly arrangement for the handling of any grievances which may properly arise, and to set forth those wages and working conditions which have been mutually agreed upon.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE I - RECOGNITION

- 1.01 The Employer agrees to recognize the Union as the sole and exclusive bargaining agent of all lay employees of St. Joseph's Villa at 56 Governor's Road, Dundas, Ontario, save and except professional and medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, supervisors, persons above the rank of supervisor, technical personnel and office staff and

persons for whom any trade union held bargaining rights as of February 9, 1988

1.02 For the purpose of this Collective Agreement, the categories of employees are defined as follows:

- (a) Regular Part-time Employee
One who is employed on a regular basis for less than 24 hours per week.
- (b) Casual Part-time Employee
One who is employed on a random basis to fill in for any other employee.
- (c) Temporary Full-time Employee
One who is employed not less than 24 hours each week for a specific period of time in excess of one (1) month and not exceeding six (6) months.
- (d) Full-time Employee
One who is employed regularly for more than 24 hours per week.

1.03 It is understood that where the general term "part-time" is used within this agreement, and unless otherwise stated, it shall be taken to mean all regular and casual part-time, as well as temporary full-time employees.

ARTICLE 2 - RELATIONSHIP

- 2.01 The Employer and the Union agree that there shall be no discrimination based on any of the prohibited grounds covered by the Ontario Human Rights Code.
- 2.02 It is agreed that the Union and the employees will not engage in union activities except as provided in this agreement during working hours or hold meetings at any time on the premises of the Employer without the permission of the Director of Human Resources.
- 2.03 The Employer and the Union agree that they shall observe and support existing government legislation.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the institute and direction of the working force are fixed exclusively in the Employer and, without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
 - (a) Maintain order and efficiency;
 - (b) Determine the nature and kind of business and locations of premises, equipment and materials to be used, the control of materials and equipment, the methods and techniques of work, the content of jobs, scheduling of work, the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof, and to determine and exercise generally those functions which remain with the Employer except as limited by the provisions of this agreement;
 - (c) Make, enforce and alter, from time to time, rules and regulations to be observed by the employees, provided that when new rules are enacted a copy shall be given to the Union and an opportunity given to them to make representations;
 - (d) To hire, retire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees, to assign employees to shifts, and to increase and decrease

working forces, provided that a claim of improper classification, promotion, demotion, transfer, discipline or suspension or a claim by an employee that he has been disciplined without reasonable cause, may become the subject of a grievance and be dealt with as hereinafter provided.

- (e) All matters concerning the operation of the Villa not specifically dealt with in this Agreement shall be reserved to management and shall be its exclusive responsibility.

ARTICLE 4 - (i) UNION SECURITY

- 4.01 The Union will identify as union dues a sum equal to the regular monthly amount which will be deducted by the Employer from each employee covered by this Agreement, save and except persons employed under a special government program.

It is understood that any wages paid directly by the Villa to persons employed under government programs will be subject to union dues deductions. It is further understood that there will be no loss of hours for regular staff as a result of persons being employed under such programs.
- 4.02 Such dues shall be deducted bi-weekly and remitted to the secretary of the Local Union not later than the fifteenth (15th) day of the month following. Such deductions so remitted shall be accompanied by a list of those employees from whom such deductions have been made.
- 4.03 In the case of new employees hired after the effective date of this Agreement, check off of dues shall commence in the employee's first pay period following the date of employment.
- 4.04 The Union shall notify the Employer of any changes in the amount of the monthly union dues and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 4.05 In consideration of the deduction of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 4.06 At the same time that Income Tax (T4) slips are made available, the Employer shall type on the amount of Union Dues paid by each Union member in the previous year.

ARTICLE 4 - (ii) CONTRACTING OUT

- 4.07 In order to provide job security for the members of the bargaining unit, the Employer agrees that no employee will be laid off or have his/her employment terminated by the result of contracting out work or services of the kind performed by its employees. Contracting out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off or terminated, with similar terms and conditions of employment, is not a breach of this agreement.
- 4.08 It is agreed that the above provision shall not apply to work contracted out as a result of an emergency or mechanical breakdown.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that it will not cause, direct, or consent to any strike, slowdown or stoppage of work, either complete or partial, on the part of any of the employees represented by the Union, and if such action is taken by the employees the Union will instruct the said employees to return to work, and perform their usual duties in the usual manner and to resort to the Grievance Procedure established herein for the settlement

of any complaint or grievance.

5.02 The Employer agrees that there will be no lock-outs during the life of this Agreement.

5.03 The word "strike" and the word "lock-out" shall have the meaning as set forth in the Labour Relations Act, as amended.

ARTICLE 6 - CORRESPONDENCE

6.01 All correspondence between the parties hereto, arising out of this agreement or incidental hereto, shall pass to and from the Director of Human Resources of the Employer or his/her appointee and the Secretary or other appropriate recognized representatives of the Union.

ARTICLE 7 - UNION REPRESENTATION

7.01 The Employer agrees to recognize the following representatives of the Union:

- (a) Eight (8) representatives from among the employees;
- (b) A negotiating committee of not more than two (2) full-time employees, two (2) part-time employees, and a chairperson of the committee;
- (c) A grievance committee of not more than three (3) employees and one (1) alternate in the event of the absence of another grievance committee member.

7.02 The Union shall notify the Employer in writing of the names of such representatives and of any changes in personnel of their representatives before the Employer shall recognize them.

7.03 Probationary employees shall not be eligible to serve as stewards or union committee members.

7.04 Union representatives may leave their work without **loss** of basic pay to attend to Union business on the following conditions:

- (a) Such business must be between the Union and the Management; the time shall be devoted to the prompt handling of necessary business;
- (b) The steward concerned shall obtain the permission of the supervisor or designate before leaving his/her work. Such permission shall not be unreasonably withheld.
- (c) The time away from work shall be reported to the supervisor in accordance with the time-keeping methods of the department in which the steward is employed;
- (d) The Employer reserves the right to limit such time if it deems the time **so** taken to be excessive;
- (e) The Union Negotiating Committee may leave work without **loss** of basic pay to attend negotiations between Union and Management, **up** to conciliation and inclusive of interest arbitration. Employees who are required to attend negotiations on their regularly scheduled day off, shall be paid at their straight time hourly rate, regardless of the number of hours worked in the pay period, to a maximum of 7.5 hours. In the event that negotiations extend beyond 7.5 hours on the employee's regularly scheduled day off, there shall be no further compensation paid or owing to the employee.

7.05 An employee shall have the right to have a steward present, if the employee **so** requests, when being disciplined. In the event that a steward is not working during that shift, the

employee shall have the right to select another employee of his/her choice to be present at the meeting. The Employer will endeavour to discuss any problems with an employee within a reasonable time frame.

- 7.06 The negotiating committee shall have the right to have the assistance of a representative of the Canadian Union of Public Employees. It is also understood that such representative may assist the grievance committee as provided herein.

ARTICLE 8 - (i) SENIORITY AND PROBATION

- 8.01 Employees shall be probationary employees until they have completed forty-five (45) working days. If, at the option of the employer, an employee is retained for the aforementioned period, the employee's name shall be placed on the seniority list consistent with the employee's category of employment.

- 8.02 Seniority shall accumulate on the following basis:

- (a) Full-time
A full-time employee shall accumulate seniority on the basis of the total number of calendar years worked as a full-time employee. Adjustments

to the seniority list shall be made every six (6) months and such adjustments shall be calculated as follows:

Total number of Calendar days as a full-time employee divided by 365 days.

- (b) Part-time
Effective July 1, 1990, a part-time employee shall accumulate seniority on the basis of one year for each 1950 hours worked. Adjustments to the seniority list shall be made every six (6) months and such adjustments shall be calculated as follows:

Total number of Hours worked divided by 1950 hours.

- (c) Full-time employees shall have seniority preference over part-time employees.

- 8.03 The Employer shall maintain the seniority lists and shall supply the union with up-to-date copies on a semi-annual basis for posting on all bulletin boards. The seniority lists shall be supplied during the months of January and July and will be effective as at December 31st and June 30th respectively for each year. The seniority list shall indicate the employee's seniority and **start** date.

- 8.04 Seniority shall operate on a bargaining unit wide basis. The seniority of an employee shall be given preference when considering promotion, demotions (except in the case of disciplinary demotion), lay-offs, and in recalling employees from lay-offs, provided the senior employee already possesses the necessary knowledge, qualifications, skills and efficiency to perform the work available, as well as or better than the less senior employee.

- 8.05 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. The Employer will inform the union of the release or discharge of a probationary employee.

- 8.06 No employee shall be transferred to a position outside the bargaining unit without his/her consent. In the event an employee transfers out of the bargaining unit and returns to the bargaining unit within a period of six (6) calendar months, the employee shall accumulate seniority during the period of time outside the bargaining unit. If an employee is transferred out of the bargaining unit for a period in excess of six (6) months, he/she shall retain seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in

a job consistent with his/her seniority. Such return shall not result in the lay-off or bumping of an employee holding greater seniority.

8.07 An employee transferring laterally from one department to another shall maintain vacation preference according to unit wide seniority. Such employee shall not be placed at the bottom of the vacation priority list posting.

8.08 (a) In the event of a transfer into a part-time category, as defined in Article 1.02, from the full-time category, an employee's seniority shall be adjusted to include seniority earned while working in the full-time category, provided that service between categories was continuous.

(b) When part-time employees transfer to the full-time category, they shall be placed at the bottom of the full-time seniority list.

(c) For the purposes of vacation entitlement only, an employee who transfers between employment categories shall continue to accumulate seniority according to the method consistent with his/her new category of employment.

8.09 An employee shall lose his/her seniority standing and his/her name shall be removed from the seniority listing and employment deemed terminated for any of the following reasons:

(a) If the employee is dismissed for just cause;

(b) If the employee voluntarily resigns or quits the employ of the Employer;

(c) If the employee is absent without permission for two (2) or more consecutive scheduled working days, or overstates a permitted leave of absence and fails in either case to furnish the Employer with a reason acceptable to the employer for such absence;

(d) If the employee has been continuously laid off, due to lack of work, for the lesser of his/her length of seniority or eighteen (18) months;

(e) If the employee is retired;

(f) If the employee who is recalled to work fails to advise the Employer, within three (3) working days exclusive of Saturday and Sunday or statutory holidays, of the giving of notice sent by registered mail to the employee's last address on record with the Employer, that he/she intends to return to work;

(g) If the employee fails to return to work within a period of five (5) working days of being so notified to do so by the Employer;

(h) In the case of part-time employees, if the employee has not worked or received payment by the Employer for work performed for a period of six (6) months for any reason, unless covered by 8.09 (d) above;

(i) In the case of part-time employees, failure to respond regularly to calls for reporting to duty and/or regularly being unavailable to work when called.

ARTICLE 8 - (ii) TECHNOLOGICAL CHANGE

8.10 The Villa undertakes to notify the Union ninety (90) days in advance, as far as is practical, of any technological changes which the Villa has decided to introduce which will significantly change the status of employees within the bargaining unit.

8.11 The Villa agrees to discuss with the Union the effect of such technological changes on the

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Wage Type:

- 8 -

employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any, upon employees concerned.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 A grievance may arise only from a dispute concerning the interpretation, application, administration, or alleged violation of this Agreement, it being understood that no such grievance shall challenge the discharge of a probationary employee.

9.02 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an Employee has no grievance until he/she has first given the immediate supervisor the opportunity of adjusting the complaint. Such complaint shall be discussed with the immediate supervisor within four (4) working days after the circumstances giving rise to it have occurred and failing settlement within four (4) working days it shall be taken up as a grievance, at Step 1, within four (4) working days following advice of the supervisor's decision. Working day under this article shall exclude Saturday, Sunday, recognized holidays, vacations or days off of the grievor.

Step No. 1

The employee and the steward shall, within four (4) working days following the advice of the employee's immediate supervisor's decision not to adjust the complaint, submit the grievance in writing signed by the employee directly involved to the employee's supervisor. Such grievance shall set out the specific article that is alleged to have been violated. The supervisor shall reply to the grievance in writing. If a settlement satisfactory to the employee concerned is not

reached within four (4) working days or within any longer time that might be agreed upon, then Step 2 may be invoked provided such later action has commenced within two (2) working days after the completion of Step 1.

Step No. 2

Failing a satisfactory settlement of the dispute under Step 1, the employee concerned may submit the grievance to the union grievance committee who may then take the grievance up with the Department Director or his/her appointee, at a meeting arranged for that purpose. The Department Director or his/her appointee shall reply to the grievance in writing. If a satisfactory settlement at this stage of procedure is not reached within four (4) working days or such additional time as may be mutually agreed upon, then Step 3 may be invoked provided such later action has commenced within two (2) working days after Step 2 has been completed.

Step No. 3

Failing a satisfactory settlement under Step 2, the grievance committee may then refer the grievance to the Director of Human Resources of the employer for the purpose of arranging a meeting within five (5) working days with a view to settling the grievance. The Director of Human Resources or his/her appointee shall make a mutually convenient arrangement for such a meeting. It is understood that either party, if it wishes, may arrange for the attendance of its representatives who met on the grievance at the earlier steps. It is further understood that the Union shall limit their representatives to three (3) employees. The Director of Human Resources or appointee shall reply to the grievance in writing. If final settlement is not reached within five (5) working days following the day upon which deliberation commenced, or such additional time as may be mutually agreed upon then the grievance may be referred to a board of arbitration as herein provided.

9.04 Any difference arising directly between the Employer and the Union involving the interpretation or alleged violation of this Agreement may be submitted in writing by either

party and dealt with as a grievance commencing at Step 3 of the grievance procedure.

- 9.05 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned notwithstanding the provision of Section 44(6) of the Labour Relations Act.
- 9.06 Where there is more than one grievance on the same issue, the parties may consolidate the grievance in order to have the grievances processed through the grievance procedure as a single grievance. Such grievances shall commence at Step 2.

ARTICLE 10 - DISCHARGE/SUSPENSION

- 10.01 A claim by an Employee, who has completed his/her probationary period and has acquired seniority standing, that he/she has been discharged or suspended without reasonable cause from his/her employment shall be treated as a grievance if a written statement of such grievance is lodged with the Executive Director or his/her Appointee within three (3) working days of the alleged grievance. Such special grievance shall commence at Step 3, and may be settled by confirming the Employer's action in dismissing or suspending the Employee, or by another arrangement which is just and equitable in the opinion of the conferring parties or, if necessary the board of arbitration.

ARTICLE 11 - ARBITRATION

- 11.01 In the event that arbitration of a grievance which has been properly processed through the grievance procedure is desired by either party, then the other party shall be notified in writing not later than fourteen (14) calendar days after the Employer's response to the Step 3 meeting. Such notice shall contain the name of the appointee to a board of arbitration named by the party invoking arbitration. It is understood that any question as to whether a matter is arbitrable may also become a subject for arbitration. The recipient of the notice shall, within five (5) days, advise the other party of the name of its appointee to the board of arbitration. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person, who shall be the chairperson. If the two (2) appointees fail to agree upon a chairperson within the time limit, the Ministry of Labour of the Province of Ontario, upon the request of either party, within three (3) days thereof, shall appoint an impartial chairperson. The majority decision of the board of arbitration shall be final and binding upon the parties and upon any employee affected by it.
- 11.02 The Board of arbitration shall not have jurisdiction or authority to alter or modify any of the provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this agreement.
- 11.03 Each of the parties hereto will bear the expense of the arbitrator appointed by it, and the parties will equally share the expenses of the chairperson.

ARTICLE 12 - JOB POSTING

- 12.01 A vacancy shall be defined as a position which is placed on the master schedule on a continuous basis. When a vacancy occurs in the department, it shall be filled on the following basis:
- (a) seniority;
 - (b) knowledge, qualifications, skills and efficiency.

Where factors listed in (b) are relatively equal among applicants, the seniority shall govern.

- 12.02 (a) When a vacancy occurs or a new position is created within the bargaining unit, the Employer shall post for five (5) working days a notice of such vacancy or position on all bulletin boards, in order that employees may have the opportunity to apply for such position. No posting will be made in the case of temporary vacancies, which are not expected to exceed one (1) month, which vacancies shall include those caused by illness, vacation periods, leaves of absence, etc. Notices shall contain the following information:
- (i) General nature of position;
 - (ii) Required knowledge and education;
 - (iii) Shift and hourly rate.
- (b) When the Employer **fills** the vacancy outlined in 12.02 (a) internally by way of posting, the Employer agrees to post the next vacancy created as a result of the first posting. The Employer will, however, be allowed to fill all vacancies created, if any, by way of temporary transfer until the filling of the original vacancy outlined in 12.02 (a) is established.
- (c) No outside advertising for the original vacancy outlined in 12.02 (a) shall be placed until the job has been posted. Bargaining unit employees shall be considered before outside applicants.
- (d) Casual part-time positions shall not be posted.
- (e) The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, terminations of employment, verbal and written disciplinary warnings.
- 12.03 An employee who is awarded a job as a result of a job posting within the bargaining unit shall be given a trial period of twenty (20) scheduled working days. If during the trial period it is determined that the employee does not demonstrate the ability to do the new job, or the need for the **job** no longer exists, **he/she** shall revert to **his/her** former job and rate with no **loss** of, or interruption in, seniority. It is understood that no further job posting is required if there are other applicants to the original job posting who possess the knowledge, qualifications, skills and efficiency to perform the job.
- 12.04 The Villa is not obligated to consider applicants to full-time positions who have been awarded a full-time position, through the job bidding procedure, within six (6) months of their appointment to their most recent position.

ARTICLE 13 - HOURS OF WORK, OVERTIME, TIME OFF

- 13.01 It is understood and agreed that the Employer does not guarantee to provide employment or work for any hours.
- 13.02 (a) The standard work week shall be thirty-seven and one-half (37 1/2) hours of five (5) days on a seven and one-half (7 1/2) hours shift basis for all full-time employees.
- (b) Regular Part-time Employees
Regular Part-time employees must be available to work at least:
- i) Four **(4)** shifts per pay period
 - ii) One (1) weekend per pay period
 - iii) Either Christmas Day, Boxing Day or the following New Year's Day
 - iv) Four **(4)** recognized holidays during the year (other than Christmas Day,

- v) Boxing Day or New Year's Day)
Ten (10) months of the year which must include December and a total of four (4) weeks during July and August.

- (c) Casual Part-time Employees
If required by the Employer, casual part-time employees may be required to work up to and including all of the above provisions.

- 13.03 Schedules will be posted at least two (2) weeks in advance of the week to which they apply. This will be done, however, on the understanding that adjustments to the schedule may be required in response to the attendance of regular staff. The schedules of work, once posted, shall not be changed without the knowledge of the employee.
- 13.04 Requests for specific days off shall be submitted, in writing, to the supervisor three (3) weeks prior to the effective date of the posting of the work schedule.
- 13.05 Requests for change in posted work schedules must be submitted in writing and co-signed by the employee willing to exchange days off or shifts and are subject to the discretion of the supervisor. In any event, it is understood that such a change initiated by the employee and approved by the Employer shall not result in any overtime, compensation or payment, or any other claims on the Employer by any employee under the terms of this agreement.
- 13.06 Pay is based on actual hours worked.
- 13.07 There shall be no pyramiding of any premium pay (overtime and paid holiday pay etc.). Any hour for which overtime is paid shall not be utilized in any other overtime calculation.
- 13.08 Any hours worked by an employee in excess of seven and one-half (7.50) hours per day, or in excess of seventy-five (75) hours in a two (2) week pay period shall be paid for at the rate of time and one-half of the employee's basic rate of pay.
- 13.09 When overtime is required, senior employees on duty in that classification shall be offered any overtime before the work is allocated to junior employees in that classification. The employee with the least seniority on duty in that classification may be required by the employer to work overtime.
- 13.10 To satisfy the requirement of Article 13.09 above, the procedure to be used for overtime allocation when scheduled employees are not available will be to offer the work first to full-time employees who are on duty, in the classification, in the department/work unit when the call is received, by seniority, and secondly to part-time employees utilizing the same procedure.
- 13.11 With the exception of students, all employees will be paid a shift premium of \$0.29 per hour for each shift worked between the hours of 3:00 p.m. and 7:00 a.m.. This premium also does not apply to employees whose normal shift commences between 6:00 a.m. and 3:00 p.m.
- 13.12 There will be two (2) rest periods of fifteen (15) minutes in each shift exceeding 6.5 hours and one (1) rest period for each shift exceeding 3.25 hours but not exceeding 6.5 hours.
- 13.13 **i) FULL-TIME (SCHEDI**

- (a) Whenever it is possible to do so, the Employer will arrange times off in each department so as to permit all employees in each classification to have an equal number of week-ends off.

- (b) No employee shall be normally scheduled to work more than seven (7) consecutive

days in a row, and the Employer will make every effort to keep split days off to a minimum.

- (c) When scheduling normal shift rotation changes, there shall be not less than sixteen (16) hours between the finish and start of such changes unless mutually agreed to by the Employer and Employee.
- (d) The schedules of work once posted shall not be changed without the knowledge of the employee. Where five (5) calendar days notice of such change is not given the employee, he/she shall receive time and one-half of his/her basic rate for all such work performed. This provision shall not apply to employees requesting shift changes.

13.13

(ii) PART-TIME (SCHEDULING)

- (a) The Employer shall establish a call-in list of casual employees for each department/work unit. To this list shall be added those regular part-time employees who have given written notice to the Employer that they wish to be given the opportunity to work extra hours.
- (b) Employees shall be called in order of seniority to fill in for short-notice absences. A notation shall be made for each employee called. In the event that an attempt to contact an employee is unsuccessful, it shall be so noted and an attempt shall then be made to contact the next person on the list. The Employer is not required to call the next senior employee on this list if that employee has already been scheduled or assigned to work within a 24-hour period from the commencement of the required shift.
- (c) The Employer shall reserve the right to limit the number of hours an employee works to no more than 48 hours per pay period. It is understood that prior to the call-in of an employee who has already worked at least 48 hours, an opportunity would have been given to the more senior employee on the list according to the procedure outlined in Section 13.13 (ii) (b) above, provided that the more senior employee would not have exceeded 75.0 hours after the completion of the assigned shift.
- (d) The provisions of 13.13 (ii), a, b and c shall apply only for calls made to employees within normal Villa business hours, 8:00 a.m. to 4:00 p.m. Monday to Friday. Beyond these times, the Villa cannot guarantee that employees shall be called in, per the procedure outlined in 13.13 (ii) a, b, and c above. It is understood, however, that the call-in list shall be supplied to the department/work units.

13.14

REQUESTS TO WORK LESS THAN 37.5 HOURS PER WEEK

- a) Where a full-time employee requests to work less than 37.5 hours per week, but no less than 30 hours per week, the Villa shall consider such requests subject to the following:
 - 1. The request is submitted in writing to the employee's immediate supervisor.
 - 2. If the request is for reasons acceptable to the Villa and does not interfere with the efficient operation of the Villa and/or department.
 - 3. An employee may submit a written request to return to work 37.5 hours per week. Approval of such request shall be granted provided that there is a vacancy and that the return to work 37.5 hours per week does not interfere with the efficient operation of the Villa and/or department. Such request must also be received by the Villa no later than six months from the date that the employee commenced to work a shorter

work week.

4. A minimum of one year must elapse, from the date that the employee returned to a standard work week of 37.5 hours per week, before he/she can submit another request to work reduced hours.
5. In the event that the employee works up to the 37.5 hours per week, such hours shall be worked at his/her regular hourly rate of pay.
6. A full-time employee who requests to work less than 37.5 hours per week, but not less than 30 hours per week, shall be entitled to benefits *pro-rated* to hours worked as follows:
 - i) Extended Health Care - per Article 29.01 (b)
 - ii) Dental - per Article 29.01 (e)
 - iii) Group Life Insurance - per Article 29.01 (c)
 - iv) Pension - per Article 29.01 (d)
 - v) Vacation

Vacation shall be pro-rated to the number of hours worked on a regular basis.

The number of paid vacation days shall be calculated as follows:

$$\text{Paid Vac Days} = \frac{\text{Avg\# of Days Worked/week}}{\text{Avg\# of Days Worked/week}} \times \frac{\text{\# of Days in Standard Work Week}}{\text{\# of Days in Standard Work Week}} \times \text{Vacation Category}$$

*An employee will, however, be allowed to take the full number of vacation days in his/her category but actual pay for these days shall not exceed what the employee normally would have received if he/she had been at work.

Actual vacation pay shall be calculated as follows:

$$\text{Vacation Pay} = \frac{\text{Average \# of Hours Per Day Worked}}{\text{Average \# of Hours Per Day Worked}} \times \frac{\text{Paid Vacation Days}}{\text{Paid Vacation Days}} \times \text{Hourly Rate}$$

Consider the following examples:

Example I

An employee with 3 years seniority works 5 days per week at 6.5 hours per day on a regular basis at an hourly rate of \$12.00.

$$\begin{aligned} \text{Paid Vac Days} &= \frac{\text{Avg\# of Days Worked/Week}}{\text{Avg\# of Days Worked/Week}} \times \frac{\text{\# days in Standard Work Week}}{\text{\# days in Standard Work Week}} \times \text{Vacation Category} \\ &= \frac{5}{5} \times \frac{5}{5} \times 15 \\ &= 15 \end{aligned}$$

$$\text{Vacation Pay} = \frac{\text{Avg\# of Hours Worked/Day}}{\text{Avg\# of Hours Worked/Day}} \times \frac{\text{Paid Vacation Days}}{\text{Paid Vacation Days}} \times \text{Hourly Rate}$$

$$= 6.5 \times 15 \times \$12.00$$

$$= \$1,170.00$$

Example 2

Employee with 3 years of seniority works 4 days per week at 7.5 hours per day at an hourly rate of \$12.00.

Paid Vac Days	=	Avg# of days Worked/Week)	# of days in Standard Work Week	X	Vacation Category
		- 4)	5	X	15
		- 12				

Vacation Pay	=	Avg# of Hrs. Worked/Day	X	Paid Vacation Days	X	Hourly Rate
		- 7.5	X	12	X	\$12.00
		- \$1,080.00				

vi) Sick-Leave

Sick-leave shall be pro-rated to the number of hours worked on a regular basis. The number of sick days earned per month shall be calculated as follows:

Monthly = Sick Days Earned	=	Avg# of hrs. worked per week)	37.5	X	1.5
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- b) Where a full-time employee requests to work on a regular part-time basis, the Villa shall consider such requests subject to 13.14 (a) 1 and 2, above. It is agreed and understood that no regular part-time job posting is required to enable the employee to transfer once approval has been granted by the Villa. Once transferred the employee shall be considered part-time.
- c) The following shall apply to full-time employees who normally and regularly work shifts of varying duration, eg. 5.5 hour/7.5 hour shift combinations.
 - i) Vacation - vacation pay shall not exceed what the employee normally would have received if he/she had been at work. For example, if vacation was taken when the employee normally would have worked 5.5 hour shifts, then vacation pay for each shift would be for 5.5 hours only. Conversely, if the employee normally would have worked 7.5 hour shifts then vacation pay for each of those shifts would be for 7.5 hours.
 - ii) Sick-Pay - Sick pay shall not exceed what the employee normally would have received if he/she had been at work. The method for sick leave payment shall be the same as in vacation payment set out in the previous paragraph.
 - iii) Statutory Holiday Pay - as set out in 13.14 (c) (i) above.

- iv) With respect to the cash value of unused sick-leave credits under Article 16.07 (d), the cash value shall be based on the number of hours the employee normally works, as well as the current level of pay, at the time that the employee terminates his/her employment.

ARTICLE 14 - HOLIDAYS

- 14.01 (a) The following public holidays will be recognized for full-time employees:

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

The Employer shall endeavour to schedule the work of Christmas and New Year's Days so that employees will be off duty either New Year's Day or Christmas Day.

(a) (i) Heritage Day is to be taken on the 3rd Monday of February unless legislated to be observed on another day.

- (b) Pay for recognized holidays will be at the employee's basic rate of pay or the employee shall be given a lieu day off with pay at some other time which is mutually convenient if he/she so desires.
- (c) In addition to holiday pay covered under Article 14.01 (b), all work performed by an employee on a recognized holiday will be paid for at the rate of time and one-half of the employee's basic rate of pay.
- (d) When a recognized holiday falls on an employee's scheduled day off, he/she shall be given a lieu day off at his/her basic rate of pay at a time mutually agreeable to both parties provided it does not interfere with efficient operations of the Employer.
- (e) An employee who is not scheduled to work on a holiday but who is required to work more than his/her normal hours by the Employer during the same two week pay period in which such holiday occurs shall have the hours he/she would have otherwise worked on the holiday counted as hours worked for the sole purpose of computing any overtime premium entitlement.

- 14.02 (a) The following public holidays will be recognized for part-time employees:

New Year's Day	Civic Holiday
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Christmas Day
	Boxing Day

Employees who work on these public holidays will be paid at the rate of one and one-half times their basic rate.

- (b) In addition, regular part-time employees and casual employees who work on the following days will be paid at the rate of one and one half times their basic rate:

Heritage Day Easter Monday Remembrance Day

No lieu days will be paid for these days.

- 14.03 When any of the above-noted holidays fall on a Saturday or Sunday, and is not proclaimed as being observed on some other day, the preceding Friday or the following Monday shall be designated to be the Holiday for the purpose of this Agreement.
- 14.04 An Employee shall not be paid for any recognized holiday if he/she:
- (a) Does not work on such a holiday if scheduled to do so, unless a reason satisfactory to the Employer is provided.
 - (b) ~~Is~~ absent the scheduled shift immediately preceding or the scheduled shift immediately following the holiday, unless a reason acceptable to the Employer has been submitted to the Employer, or has been absent from work by any reason or any rights granted him/her under other provisions of this Agreement.
 - (c) Does not, upon request, produce a medical certificate for illness occurring on the scheduled shift immediately preceding or following the holiday.
 - (d) Has not worked twelve (12) days in the preceding four (4) weeks.
- 14.05 Unless otherwise provided herein, all holiday benefits shall be in accordance with the Employment Standards Act.

ARTICLE 15 (i) VACATION - FULL-TIME

- 15.01 For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1st of any year to December 31st of the same year.
- 15.02 Employees must submit vacation request by April 1st of each year. The Villa cannot guarantee that preferred vacation requests can be granted for those employees who do not meet the April 1st deadline. Vacation schedules shall be posted on May 1st of each year. Vacations shall be taken during the current calendar year. Seniority within a given group will prevail when there is a work requirement conflict affecting the scheduling of vacations.
- 15.03 Eligibility for vacation with pay for work performed shall be calculated at the employee's attained rate on the following basis:
- (a) less than three (3) years seniority - one (1) day for each completed calendar month to a maximum of 10 days in the current calendar year;
 - (b) three (3) years or more seniority - one and one-half (1.5) days for each completed calendar month to a maximum of 15 days in the current calendar year;
 - (c) eight (8) years or more seniority - two (2) days for each completed calendar month to a maximum of 20 days in the current calendar year;
 - (d) seventeen (17) years or more seniority - two and one-half (2.5) days for each completed calendar month to a maximum of 25 days in the current calendar year.
- 15.04 An employee whose vacation entitlement changes as a result of having completed 3 years, 8 years or 17 years of seniority will begin to earn the new vacation entitlement commencing with the first day of the month of having achieved the new level of seniority. The maximum entitlement for the year shall be pro-rated accordingly.
- 15.05 An employee shall be entitled to receive his/her vacation in an unbroken period, unless otherwise mutually agreed upon between the Employee and the Employer. Such arrangements shall be subject to the efficient operation of the Villa.

- 15.06 Upon termination of employment, an employee shall be paid vacation pay according to his/her vacation credit earned and unpaid to the date of separation. Should an employee die while in the service of the Villa, the unused portion of his/her vacation credits shall be paid to the employee's estate.
- 15.07 When a recognized holiday falls during an employee's vacation, the employee shall be entitled to:
- (a) An additional day of vacation; or
 - (b) An additional day's pay at the employee's basic rate in lieu of the holiday.
- 15.08 If an employee so desires sick leave can be substituted for vacation, bereavement leave or leave of absence when it can be established that the employee was admitted to a hospital while on any of the aforementioned leaves.
- 15.09 Except where mutually agreed, no employee shall be required to work during his/her scheduled vacation period.

ARTICLE 15 (ii) VACATIONS - PART-TIME

- 15.10 A part-time employee shall receive vacation pay based on a percentage of his/her gross earnings for work performed on the following basis.
- | | |
|--|-----|
| less than three (3) years seniority | 4% |
| three (3) years or more seniority | 6% |
| eight (8) years or more seniority | 8% |
| seventeen (17) years or more seniority | 10% |

ARTICLE 16 - LEAVES OF ABSENCE

16.01 UNION LEAVE

Leave of absence without pay and without **loss** of seniority will be granted upon request to the Employer by employees elected or appointed to represent the Union at union functions, provided such leave of absence does not interfere with efficient operations, and such request is made in writing at least eight (8) working days prior to the commencement of the leave. Such time shall not exceed:

- (a) Full-time Employees
A total of forty-five (45) days in aggregate in any one (1) year and not more than four (4) employees shall be permitted to be absent at one time, not more than two (2) of which shall be from any one department.
- (b) Part-time Employees
An equivalent of ten (10) scheduled days in any one (1) year for stewards and twenty (20) scheduled days for Union executives, and not more than four (4) employees shall be permitted to be absent at any one time, not more than one (1) of which shall be from any one department.
- (c) When an employee is absent due to a union leave under this article, the Villa shall pay the employee his/her normal wages and shall bill the union for an amount equal to the cost of wages and benefits received by the employee during the leave of absence. All such invoices shall be paid by the Union within 30 days from the date of invoice.

The conditions set out in (a) and (b) above apply provided that where there is leave for more

than one (1) employee, it does not interfere with leave for any other such employee.

16.02 BEREAVEMENT LEAVE

Leave of absence without **loss** of pay shall be granted to an employee up to a maximum of three (3) consecutive working days confined to the period from the date of death up to and including the date of the funeral in the case of a death of a member of the employee's family. "Member of the employee's family" shall mean a wife, husband, common-law spouse, child, parent of the employee's child/children, father, mother, stepfather, stepmother, father-in-law, mother-in-law, sister, brother, grandfather, grandmother, and grandchild. Additional leave of absence without pay may be granted for necessary travel time.

16.03 (i) JURY AND WITNESS DUTY

If an employee is required to serve as a juror in any court of law, to attend as a witness in a court proceeding to which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Villa, the employee shall not lose regular pay because of such attendance provided that the employee:

- (a) notifies the Employer immediately on receipt of notification that he/she will be required to attend court;
- (b) presents proof of service requiring his/her attendance;
- (c) deposits with the Employer the full amount of compensation received excluding mileage, travelling and meal allowance and an official receipt thereof.

The foregoing shall not apply to court proceedings between the parties to this contract.

(ii)

In addition to the foregoing, where an employee ~~is~~ required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Villa on the employee's regularly scheduled day off, the Villa will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a different shift than he/she is scheduled to work that day, the Villa will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

Where the Villa is unable to reschedule the employee and, as a result, the employee is required to attend during other than his/her regularly scheduled paid hours, the employee shall **be** paid for all hours actually spent at such hearing at his/her straight time hourly rate subject to 16.03 (i) (a), (b) and (c) above.

16.04 MATERNITY, PARENTAL AND ADOPTION LEAVE

(a) Maternity

(i) The Employer shall grant a leave of absence up to thirty-five (35) weeks without pay and without **loss** of seniority accumulation, upon request, to female employees for reasons of pregnancy, provided such employee has completed thirteen (13) weeks of continuous service prior to the starting time of such leave, and provided such written request is made at least **two (2) weeks** prior to the proposed starting date of the leave.

(ii) An employee's maternity leave shall commence up to seventeen (17) weeks prior to the expected delivery date. An employee may end her leave as early as six (6) weeks after delivery, by giving the Villa four (4) weeks notice of her desire to return to work.

(iii) Where an employee ceases work sooner due to complications arising from the pregnancy, she must provide notice of the circumstances and a supporting medical certificate to her supervisor within two **(2)** weeks of her last day of work. In all such cases, for full-time employees, an employee will be allowed to draw from her bank of unused sick leave credits until such time that all credits are used or until the date that the maternity leave would have otherwise commenced, whichever is sooner.

(iv) Upon medical advice, the Employer may require an employee to commence a leave of absence for pregnancy earlier than requested by the employee and in such case additional leave as is required will be granted.

(v) An employee returning to work after maternity leave shall provide the Employer with at least **(4)** weeks notice. On return from maternity leave, the employee shall be placed in her former position or in an equivalent position.

(b) Parental Leave (Father)

Having completed thirteen (13) weeks of continuous employment, a parental leave of **up to eighteen (18) weeks** shall be granted to a male employee following the birth of his child. Such leave shall commence as early as the end of the first seventeen (17) weeks of the mother's maternity leave, but no later than thirty-five (35) weeks after the child's birth. Such leave shall be without pay and without **loss** of seniority to the employee.

(c) Adoption Leave

i) Provided that an employee has completed thirteen (13) weeks of continuous service, he/she shall be granted a leave of absence without pay and without **loss** of seniority of up to eighteen (18) weeks for the legal adoption of a child.

Parental Leave of up to eighteen **(18)** weeks shall also be granted to an employee, in a relationship of some permanence with the natural or adoptive mother or father, who intends to treat the child as his/her own.

ii) An employee who has completed at least twelve (12) months of continuous service shall be granted a leave of absence of up to **(6)** months without pay and without **loss** of seniority for the legal adoption of a child.

iii) Adoption Leave may commence up to one (1) week prior to the date of the child's arrival into the employee's home.

(d) Written Requests

i) All requests for maternity and parental leave shall be submitted in writing to the employee's immediate supervisor at least **two (2) weeks** prior to the proposed starting date of the leave.

ii) It is recognized that in the case of adoption, sufficient notification cannot always be given. Requests for adoption leave shall be submitted in writing, with as much notice as possible, to the employee's immediate supervisor. Where at least two (2) weeks notice cannot be given due to the sudden arrival of the child, written confirmation of the request for leave must be submitted no later than two **(2)** weeks following the arrival of the child into the employee's home.

(e) Change of Request

- i) An employee who has given notice to begin a leave under this article may change to an earlier date by giving two **(2)** weeks notice; or to a later date by giving two **(2)** weeks notice before the leave was to begin.
- ii) Subject to an employee not extending his/her leave beyond what is set out in this agreement, an employee who has given notice to end a leave under this article may change to an earlier date by giving four (4) weeks notice; or to a later date by giving two (2) weeks notice before the leave was to end.

(f) Employee Benefits

For the duration of a maternity, parental, and/or adoption leave of absence, for which they are eligible an employee may continue to participate in the benefit plans (Pension, Life Insurance, Extended Health Care, Dental, Semi-Private Hospital), provided that any employee portion of contributions are continued to be paid by the employee. Failure to make a payment in the month for which it is due shall result in the cancellation of the benefit.

- (g) Vacation shall not accrue during any of the above leaves under this article. It is understood, however, that sick-leave credits shall continue to accrue.

(h) Seniority Accrual - Part-time Employees

A part-time employee who **is** on any of the leaves under this article, shall continue to accrue seniority on the basis of the employee's average number of hours worked in the previous twelve (12) month period or the employee's last date of hire which ever is the lesser.

16.05 WORKER'S COMPENSATION LEAVE

a) Full-time

An employee on leave due to an injury for which he/she is in receipt of Worker's Compensation Benefits, shall continue to be covered for extended health and dental benefits for up to twenty-four (24) months provided that the employee portion of contributions are continued to be paid by the employee in the month for which they are due. Sick leave and vacation shall accrue during this twenty-four **(24)** month period.

b) Part-time

An employee who is on Worker's Compensation Leave of Absence for a period in excess of one (1) month, shall continue to accrue seniority on the basis of the employee's average number of hours worked in the previous twelve (12) month period or the employee's last date of hire which ever **is** the lesser.

16.06 PERSONAL LEAVE

- (a) The Employer may grant a leave of absence if an employee requests it in writing to his/her supervisor and if the leave is for acceptable personal reasons and does not unreasonably interfere with the efficient operation of the Villa. No such leave will affect any employee's rights based on seniority when used for the purpose granted. In the event that such leave is refused, an appeal may be made to the Director of

Human Resources.

- (b) An employee, having been granted a personal leave of absence shall continue to be covered for employee benefits, vacation and sick-leave accrual, provided that the leave of absence is for a period of less than 3 weeks in duration.

16.07

SICK LEAVE (FULL-TIME)

- (a) Employees having seniority standing who have completed less than one (1) year of continuous full-time employment will become eligible for one and one-half (1-1/2) days of sick leave credit with pay for each completed month of employment.
- (b) Employees who have completed one or more years of full-time seniority will be eligible for eighteen (18) days sick leave credit with pay during each calendar year with accumulation of unused sick leave credit to a maximum of 200 days.
- (c) The Villa reserves the right to require an employee to provide proof of any sickness requiring absence by medical certificate from his/her attending physician.
- (d) On termination of employment for any reason other than discharge for cause, an employee, having completed five (5) years of full-time seniority, shall be paid 50% of the accumulated sick leave then standing to his/her credit. In the event of death the value of all accrued sick leave shall be paid to the employee's estate.
- (e) To ensure the safety of the resident and well-being of the employee, the Villa reserves the right to require the employee to provide information from his/her doctor in relation to the employee's ability to return to work and to carry out his/her regular job and/or to ensure that appropriate treatment has been taken during the period of sickness to minimize the on-going effect on his/her health.
- (f) A deduction shall be made from accumulated sick leave of all normal working days absent for sick leave. Absence on account of illness for less than half a day shall not be deducted. Absences for half a day or more and less than a full day, shall be deducted as one-half day.
- (g) Upon request, the employer shall verbally advise an employee of the amount of sick leave accrued to his/her credit. The Employer shall advise all employees in October, by statement, of the employee's sick leave credit accrual as of September 30th of each year.
- (h) In the event that a full-time employee transfers to a part-time category, all unused sick leave credits shall be frozen until such time as the employee reverts to full-time status or terminates employment.
- (i) An employee on extended sick-leave shall continue to be covered for extended health and dental benefits for up to twenty-four (24) months provided that the employee portion of contributions are continued to be paid by the employee in the month for which they are due. Such employees shall also continue to accrue sick leave credits, however, vacation shall not accrue.

ARTICLE 17 - LAY OFF AND TRANSFER

17.01

- (a) The Employer shall have the right, in case of emergency, to lay-off employees without regard to seniority standing in the event of a lay-off of one working day or less in duration provided, however, that no one employee shall be laid-off as a result of such temporary lay-offs for more than one (1) working day in any one calendar year.

- (b) This article shall not apply to casual employees, or any other employees who are called in or added to the schedule as a result of a special function or to replace employees absent for any reason.

17.02

ROLE OF SENIORITY IN LAY-OFFS

In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their category of employment, department/unit and job classification, subject to Article 8.04.

- a) A full-time employee who is subject to lay-off shall exercise his/her seniority in the order of the steps outlined below:

1. to accept the lay-off or,
2. to displace the most junior employee in the classification, subject to Article 8.04,
3. to displace the most junior full-time employee within the bargaining unit, in an equal or lesser classification, as determined by the Job Rate, subject to Article 8.04,
4. to accept the lay-off or,
5. to displace the most junior regular part-time employee in the classification, subject to Article 8.04,
6. to displace the most junior part-time employee within the bargaining unit, in an equal or lesser classification, as determined by the Job Rate, subject to Article 8.04.

In the event that the employee does not accept the lay-off or was not able to be placed through any of the above steps, he/she shall then be laid-off.

- b) A part-time employee who is subject to lay-off shall exercise his/her seniority in the order of the steps outlined in section (a) commencing at Step 4.

17.03

RECALL PROCEDURE

Employees shall be recalled in the order of their seniority, subject to Article 8.04.

17.04

NO NEW EMPLOYEES

New Employees shall not be hired until those laid off have been given an opportunity of recall.

17.05

ADVANCE NOTICE OF LAY-OFF

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which the employee would have normally been scheduled.

17.06

GRIEVANCES ON LAY-OFFS AND RECALLS

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

- 17.07 If an employee is required to work for a minimum of two **(2)** hours in a higher paid classification in the bargaining unit, he/she shall be paid at the rate of pay in the new rate range which is closest to but higher than his/her own rate of pay.
- 17.08 When an employee is temporarily transferred for the convenience of the Employer to a lower rated classification in the bargaining unit, he/she shall receive not less than his/her own rate of pay.
- 17.09 When an employee is promoted to a higher rated classification he/she shall receive an increase in salary to the first step in the range of the new classification immediately above that salary which he/she is receiving in the old classification and his/her anniversary date shall change accordingly.
- 17.10 An employee who has been incapacitated at his/her work by injury or compensable occupational disease or through advancing years or temporary disablement, is unable to perform his/her regular duties, will be employed in appropriate work at the applicable rate of pay for that position if such is available, provided that the employee possesses the qualifications and ability to do the job.

ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

- 18.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Villa in order to prevent accidents, injury and illness.
- 18.02 Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee at least two representatives selected or appointed by the Union from amongst bargaining unit employees.
- 18.03 The Joint Health and Safety Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to safety and health.
- 18.04 The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil these functions.
- 18.05 Meetings shall be held every second month or more frequently at the call of the co-chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- 18.06 Any representative appointed or selected in accordance with the above shall serve for a term of one calendar year from the date of appointment which may be renewed for further periods of one year. Time off for such representatives to attend such meetings shall be granted and any representatives attending such meetings during regularly scheduled hours of work shall not lose regular pay as a result of their attendance. A committee member attending an Occupational Health and Safety Committee meeting on his/her regularly scheduled day off shall be paid for such hours at his/her straight time hourly rate of pay with the understanding that there shall be no claims made by the employee for overtime compensation or payment.
- 18.07 The Employer will endeavour to provide educational sessions to employees as determined by the Joint Occupational Health and Safety Committee and/or legislation. The Union agrees to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 19 - BULLETIN BOARDS

- 19.01 Bulletin Boards shall be in the following locations only: Staff Lunch Room, Outside the

Human Resources Office, outside the First Floor Staffing Clerk's Office, Second Floor Nurses' Station, Third Floor Nurses' Station, and Fourth Floor Nurses' Station. The use of Bulletin Boards in nursing stations shall be strictly limited to those persons and classifications duly authorized to enter those areas.

ARTICLE 20 - UNION/MANAGEMENT COMMITTEE

- 20.01 A representative or representatives of Management will meet with the Union representatives on a monthly basis at a mutually convenient time to discuss matters of mutual interest arising out of this Agreement, where either party submits to the other a written agenda five (5) working days in advance of the desired date for the meeting. It is also agreed that the Union representatives will be allowed to meet fifteen (15) minutes prior to each meeting.

ARTICLE 21 - OCCUPATIONAL CLASSIFICATION AND WAGE RATES

- 21.01 Occupational Classification and Wage Rates are set out in Appendix "A". This appendix is attached hereto and forms part of this Agreement. An employee shall move to the second progression step upon completion of one (1) Seniority year and to the third progression step upon completion of two (2) Seniority years.

ARTICLE 22 - REPORTING ALLOWANCES

- 22.01 An employee who reports for work at the starting time of his/her scheduled full shift, not having been previously advised not to so report shall be given a minimum of three (3) hours work at any work available, or three (3) hours pay in lieu if no work is available at the employee's regular rate of pay. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a telephone number which may be used by the Employer to give notice, and in the case of fire, power failure, or circumstances beyond reasonable control of the Employer.

ARTICLE 23 - CALL IN PAY

- 23.01 If an employee is called back in case of emergency to work outside his/her normal working hours, he/she shall be paid at his/her regular rate, or at the overtime rate if he/she qualifies for overtime with a guaranteed minimum of three (3) hours at the appropriate rate for each call-back. When an employee is called back to work, no lieu time shall be substituted.
- 23.02 Stand-by refers to a full-time employee who by the nature of his/her duties is required to be available during the normal time off, should the Villa indicate that the employee's services may be required. Such employee will be paid fifteen dollars (\$15.) per day - day means 4:00 p.m. one day to 8:00 a.m. the next day, or thirty-five dollars (\$35.) for a weekend - weekend means 4:00 p.m. Friday to 8:00 a.m. Monday. An employee called back from stand-by will be paid at the rate of one and one half (1-1/2) times his/her basic rate for the hours worked if he/she qualifies for overtime with a guarantee minimum of three (3) hours for each call-back. Stand-by pay will be reduced in proportion to the number of hours worked as a result of a call-back during which stand-by pay would otherwise be payable. Due to the availability requirement of part-time employees, part-time employees will not be eligible for stand-by pay.

ARTICLE 24 - CHARGE ALLOWANCE

- 24.01 An employee is assigned a charge function if, by mutual consent with his/her department head or unit manager, he/she is required to direct and assign duties within the department in the absence of a supervisor. Such assignment shall be in writing.

An employee assigned to work in a charge function will be paid a premium of \$0.40 per hour

during the assignment. No employee shall be entitled to this premium unless the assignment was first confirmed in writing.

ARTICLE 25 - CLOTHING ALLOWANCE

- 25.01 The employer agrees to pay \$0.06 for each hour worked to each employee required to wear a uniform as a condition of employment.

ARTICLE 26 - PAY FOR TRAINING

- 26.01 Where the Employer requires an employee to take further training, the Employer shall contribute to the cost of the required courses on the following basis:
- (a) Part-time employee - 50% of the cost
 - (b) Full-time employee - 100% of the cost

ARTICLE 27 - SAFETY BOOTS OR SHOE ALLOWANCE

- 27.01 The Employer agrees to pay a safety boot allowance up to a maximum of fifty dollars (\$50.00) per year to each full-time employee who is required by the Employer to wear safety footwear as a condition of employment. An employee who purchases safety footwear shall be required to submit proof of the amount he/she has spent as a condition of reimbursement.

ARTICLE 28 - TOOL ALLOWANCE

- 28.01 The Employer agrees to provide a tool allowance of \$0.07 per hour to mechanic classifications.

ARTICLE 29 - HEALTH AND WELFARE

- 29.01 The Employer agrees to pay 100% of the premium cost and make available the following plans to full-time employees:
- (a) O.H.I.P.
 - (b) Blue Cross Extended Health Care 10/20 plan or equivalent.
 - (c) Group Life Insurance equal to 2 times the employee's annual salary to a maximum of \$50,000.
 - (d) Effective March 3, 1978, the Employer agrees to supply a private pension plan.
 - (e) The Employer shall pay fifty percent (50%) of the premium cost and make available the group dental plan (Green Shield No. 66 or a plan equivalent to Blue Cross No. 9) based on current O.D.A. rates in force from time to time.
- 29.02 Compensation in lieu of all fringe benefits, in the amount of \$0.60 for each hour worked, shall be paid to each part-time employee, with the exception of students employed at the student rate as set out in Appendix "A". Such payment is in lieu of all benefits which are provided to all full-time employees except those specifically provided in this Agreement. It is understood and agreed that pension is included within the compensation in lieu of fringe benefits.

ARTICLE 30 - RETROACTIVITY

- 30.01 (a) Any retroactive increases contained in the settlement shall be paid to all employees of St. Joseph's Villa who worked at any time between July 2, 1993 and the date of the settlement, regardless of whether or not they are still in the employ of the Employer.



- (b) All payments of retroactivity shall be made within thirty (30) days of the signing or the taking into effect of the new collective agreement.
- (c) Notices of retroactivity payments shall be forwarded to all former employees of the Employer employed between July 2, 1993 and the date of the settlement by registered mail to their last known address and such payment shall be made to them provided that they make a claim in writing therefore within thirty (30) days from the date of mailing of such notice.
- (d) Retroactivity payments shall be paid on a payroll distribution separate from a normal pay date.

ARTICLE 31 - TERM OF AGREEMENT

31.01 ~~This~~ agreement shall be effective ~~from the 3rd day of July, 1993, until the 2nd day of July, 1996,~~ subject to the Letter of Intent with respect of Bill 48, and shall continue in effect from year to year thereafter unless either party gives to the other party notice in writing within three (3) months next preceding the expiry day of the agreement of its desire to bargain with a view to the renewal, with or without modifications, of this agreement, or the making of a new agreement.

Signed on behalf of St. Joseph's Villa, Dundas:

Sam Cino
Director of Human Resources

Barbara Mahaffy
Director of Finance

Rose Trenholm
Nurse Manager

Raymond Barrick
Director of Building Services

Linda Young
Manager of Food Services

Linda Brown
Director of Nursing

Signed on behalf of Local 1404, Canadian Union of Public Employees:

Linda Clancy
CUPE National Representative

Janice Smith
Chairperson, Negotiating Committee

Ruth Moulden
Elected Representative

Deborah Davidson
Elected Representative

Vera McGrath
Elected Representative

Gertrude Byam
Elected Representative

ST. JOSEPH'S VILLA
DUNDAS, ONTARIO

M E M O

TO: CUPE LOCAL 1404
FROM: ST. JOSEPH'S VILLA
DATE: November 4, 1993
SUBJECT: LETTER OF INTENT - RE: SCHEDULING

Article 13.12 (i), (b) of the existing Collective Agreement states:

No employee shall be normally scheduled to work more than seven (7) consecutive days in a row, and the Employer will make every effort to keep split days off to a minimum.

Both the Union and Villa Management recognize that while a schedule containing seven consecutive working days is not desirable for many reasons, the simultaneous elimination of seven day tours and split days off is not possible.

Therefore, the Villa expresses its intention to schedule full-time staff as far as possible in accordance with the following guidelines:

1. Seven day tours of duty shall be restricted to no more than one week in four.
2. Split days off will be eliminated.
3. Every effort will be made to ensure a reasonable distribution of days off with lengths of scheduled tours of duty.

In addition, the Villa will undertake to periodically re-examine these guidelines to ensure that they express the wishes of the majority of the affected staff in so far as these wishes are compatible with requirements for resident care and safety.

S.A. Cino
Director of Human Resources
for St. Joseph's Villa

ST. JOSEPH'S VILLA
DUNDAS, ONTARIO

M E M O

TO: CUPE LOCAL 1404

FROM: ST. JOSEPH'S VILLA

DATE: November 4, 1993

SUBJECT: LETTER OF INTENT - RE: JOB DESCRIPTIONS

It is understood and agreed that when the Villa alters existing job descriptions related to unionized positions, or creates job descriptions for new positions within the union, the Union will be given the opportunity to make representation regarding the changes before such job descriptions are formally released.

This memoranda is not part of the Collective Agreement.

S. A. Cino
Director of Human Resources

TO: CUPE LOCAL 1404

FROM: ST. JOSEPH'S VILLA

DATE: November 4, 1993

Letter of Intent Re: Service Awards

The Villa will undertake to recognize employees who have not yet been given credit for past service (part-time or full-time) at the next Service Award presentations. Such 'catch-up' will be a one-time award based on the employee's last date of hire and on the most recent multiple of 5 years of service completed eg. 13.5 years completed will equal a 10 year service recognition.

This memorandum is not part of the Collective Agreement.

Sam Cino
Director of Human Resources

Date: November 4, 1993

LETTER OF UNDERSTANDING

SUBJECT: BARGAINING

The parties agree to endeavour to commence negotiations prior to the requirement of Article 31.

This memoranda *is* not part of the Collective Agreement.

S. Cino
Director of Human Resources

L. Clancy
CUPE National Representative

Date: November 4, 1993

LETTER OF UNDERSTANDING

The Employer agrees that during the term of the Collective Agreement, they will meet with representatives of the Union to review the existing pension plan and do a comparison study of other pension plans which could be available. Neither party will be precluded from proposing amendments to the existing plan or proposing a new pension plan in the next round of bargaining.

It is further agreed that both parties have the right to pension consultants/experts and may invite such a person to any meeting of the parties if giving the other party advance notice of such an invitation.

Sam Cino
Director of Human Resources

Linda Clancy
CUPE National Representative