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COLLECTIVE AGREEMENT

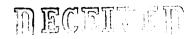
BETWEEN

ST. JOSEPH'S VILLA DUNDAS, ONTARIO

AND

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1404

JULY 3, 1997 TO JULY 2, 1999



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COLLECTIVE AGREEMENT

THIS AGREEMENTMADEANDENTERED

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 1 - 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.
- For the **purpose** of this collective Agreement, the categories of employees are defined as follows:
 - (a) Regular Part-time Employee
 One who is scheduled on a regular basis for less than 24 hours per week
 - (b) <u>Casual Part-time Employee</u>
 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) <u>Full-time Employee</u>
 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,

The Employer and the Union further agree that a claim by an employee that he/she has been **sexually** harassed, and the matter not resolved through the established Villa policy, shall **be treated as** a grievance commencing at step 3 of the grievance procedure. Where the alleged harasser is the person who would be responsible for administering the Villa's Policy, the matter will be referred to step 3 immediately.

ARTICLE 3 - RESERVATION OF MANAGEMENT RIGHTS

- 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.

- Such dues shall be deducted bi-weekly and remitted to the secretary of the Local Union not later that 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 (i) 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.

All offers of employment made to successful external applicants shall include information that a collective agreement is in effect and that source deductions will be made from their pay for union **dues**.

- (iii) The Employer shall distribute to each new employee, an information sheet outlining rights and duties of union membership as well as the employee's responsibilities and obligations to the Employer and to the Union. Such information sheet shall be prepared by the Union and made available to the Employer for distribution.
- (iv) The Employer further agrees to include an introductory presentation of not more than 15 minutes to unionized workers at the scheduled general orientation session. The Employer shall inform the union in **advance** of the scheduled session so that arrangements can be made for a representative of the union to attend without loss of pay.
- 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.
- 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.

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

- 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 **me**chanical breakdown.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

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

RTICLE 6 - X ICE

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) stewards from among the employees and one alternate;
 - (b) A negotiating committee of not more that 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 Negotiations **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 (f) 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 scheduled day off, there shall be no further compensation paid or owing to the employee. Such employees will however, be granted a lieu day off without pay within the same pay period.
- 7.05 **An** employee **shall** have the right to have **a** steward present, if the employee so (a) 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.
 - A steward may be present for non-disciplinary meetings if mutually agreed to (b) between the parties.
- 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 util they have completed forty-(a) 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 and the seniority earned since date of hire.
 - While probationary employees appear on the seniority list for convenience (b) and record-keeping purposes only, it is understood that probationary employees do not have seniority status util they have first Completed their probationary period.
- 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 four (4) times per year and such adjustments shall be calculated as follows:

Total number of calendar days within the adjustment period 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 four (4) times per year and such adjustments shall be calculated as follows:

Total number of hours worked within the adjustment **period** divided by 1950 hours (Effective July 1, 1990).

- (c) Where two (2) or more employees commence work on the same day and time, seniority preference will be determined by a draw. A non-probationary member of the bargaining unit will be present to witness the draw.
- The Employer shall maintain the seniority lists and shall supply the union with up-to-date copies four (4) times per year for posting on all bulletin boards. The seniority lists shall be supplied during the months of January, April, July, and October and will be effective the last day of the final pay period of the month ending closest to, but not extending past March 31st, June 30, September 30, and December 31st. The seniority list shall indicate the employee's seniority and most recent date of hire.
- 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.
- 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. Seniority **shall** not accrue for subsequent transfers outside of the bargaining unit that occur within six (6) months from the date of the employee's return to 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 In the event that an employee transfers between full-time and part-time employment categories, as defined in Article 1:02, his/her seniority shall be adjusted to include seniority earned while working in the previous category.
- 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 overstays 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 employment status of employees and to consider practical ways and mans of minimizing the adverse effect, if any, upon employees concerned.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 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.
- It is the **mitual** 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 **urtil** 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.

9.03 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 meting 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 must be discussed between the parties at a meeting established for that purpose prior to it becoming a grievance. Failing a satisfactory settlement following the meting, either party may submit the issue in writing to be dealt with as a grievance commencing at Step 3 of the grievance procedure. Such grievance shall be submitted no later than four (4) days following the date of the meeting unless an agreement has been reached between both parties to extend the time limits.

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 48(16) 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

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

- 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 meting 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.
- 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.
- 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

- **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 qual among applicants, the seniority shall govern.

- 12.02
- 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 **util** 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 **util** 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.
- **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.

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
- Four **(4)**recognized holidays during the year (other than Christmas Day, Boxing Day or New Year's Day)
- v) Ten (10) months of the year which must include December and a total of four **(4)**weeks during **July** and August,

(c) <u>Casual Part-time Employees</u>

If required by the Ernployer, 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.
- Requests for specific days off shall be submitted in writing to the supervisor five (5) weeks prior to the date requested. The Villa will consider emergency requests on a case by case basis.

- Requests for change in **posted** work **schedules** must be submitted in writing and cosigned 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.
- 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.
- 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.
- 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.
- 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.
- 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.

i) FULL-TIME (SCHEDULING)

(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.
- 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) Any **shifts** which were **known** to be available prior to the posting of the schedules, shall be assigned on the schedule on the basis of equal distribution provided that a more junior employee does not receive more scheduled hours than a more senior employee.
- (b) The Employer shall establish a call-in list of casual and regular part-time employees for each department/work unit. From this list shall be removed, those regular part-time employees who have given written notice to the Employer that they do not wish to work call-in shifts/hours.
- (c) Shifts which have become available after the schedule has been posted will be offered to employees on the call-in list within the required classification in the order of their seniority. A notation shall be made for each employee called. 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 twenty-four (24) hour period from the commencement of the required shift(s), or if the assignment of that shift(s) will result in overtime pay.
- (d) The exception to Article 13:13 (ii) (c) above are vacancies which are to be assigned in accordance with Article 12 of this Agreement.
- (e) The provisions of 13:13 (ii), b and c shall apply **only** to calls made to employees within normal Villa business hours, 8:00a.m. to 4:00p.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) b **and**

c above. It is understood, however, that the call-in list shall be supplied to the department/work units.

13.14 **REOUESTS** TO WORK LESS THAN 37.5 HOURS PER WEEK

- 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:
 - The request is submitted in writing to the employee's immediate supervisor.
 - 2. If the request is for reasons acceptable to the **VIIIa** and does not interfere with the **efficient** operation of the **VIIIa** 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 (a) and (e)
 - ii) <u>Dental</u> per Article 29.01 (d)
 - iii) Group Life Insurance per Article 29.01 (b)
 - iv) Pension per Article 29.01(c)
 - 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:

*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:

Consider the following examples:

Example 1

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.

Paid Vac	Avg# of Days		# days in		Vacation
Days =	Worked/Week	÷	Standard Work Week	X	Category
_	5	+	5	X	15
=	15				
Vacation = Pay	Avg# of Hour Worked/Day		Paid Vacation Days	X	Hourly Rate
=	6.5	X	15	X	\$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.

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:

- 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.
 - <u>Vacation</u> 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 m vacation payment set out in the previous paragraph.
- iii) Statutory Holiday Pay as set out in 13.14 (c) (i) above.
- 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 <u>full-time</u> employees:

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

- 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) **HES** 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

- 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.
- Employees must submit vacation quest 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.
 - (b) Following the posting of vacation schedules per Article 15:02 (a), employees who have not been assigned *their* vacation preference as a result of their seniority standing may submit another vacation preference provided that the request is submitted in writing no later than 1 week from the posting of the schedule.
- 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 .833 days per each completed calendar month to a maximum of 10 days in the current calendar year;
 - (b) three (3) years or more seniority 1.25 days for each completed calendar month to **a** maximum of 15 days in the current calendar year;
 - eight (8) years or more seniority 1.667 days for each completed calendar month to a maximum of 20 days in the current calendar year;
 - seventeen (17) years or more seniority 2.083 days for each completed calendar month to a maximum of 25 days in the current calendar year;
 - (e) twenty-five (25) years or more seniority 2.50 days for each completed calendar month to a maximum of 30 days in the current calendar year.
- An employee whose vacation entitlement changes as a result of having completed 3 years, 8 years, 17 years or 25 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.
- 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.
- 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 **lie** 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.
- Except where **mtrally** agreed, no employee shall be required to **work** during his/her **scheduled** vacation period.

ARTICLE 15 (ii) VACATION - PART-TIME

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%
twenty-five (25) years or more seniority	12%

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. An additional ten (10) days shall be granted to the President, Vice-president, Treasurer, Secretary, Health and Safety Co-chairperson and Chief Grievance Officer. Additional leaves shall be granted to representatives to attend Rights Arbitration hearing(s).

(b) Part-time Employees

An equivalent of ten (10) scheduled days in any one (1) year for stewards 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. **An** additional ten (10) days shall be granted to the President, Vice-president, Treasurer, Secretary, Health and Safety Co-chairperson and Chief Grievance Officer.

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 employees family" shall mean a wife, husband, common-law spouse, child, parent of the employee's child/children, father, mother, stepfather, stepmother, step-child, son-in-law, daughter-in-law, 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 **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;
 - deposits with the Employer the full amount of compensation received excluding mileage, travelling and mal 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 ADOPTI_N L_AVE

(a) <u>Maternity</u>

(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 <u>after</u> 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 **urtil** such **time** that all credits **are** used or **urtil 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 <u>thirteen (13) weeks</u> 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, **m** 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.
- 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) <u>Change of Request</u>

- i) An employee who has given notice to begin a leave under this article may change to an <u>earlier</u> date by giving two (2) weeks notice; or to a <u>later</u> date by giving two (2) weeks notice before the leave was to begin.
- 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) <u>Seniority Accrual - Part-time Employees</u>

A part-time employee who is on any of the leaves under this article shall continue to accrue seniority at the same rate as the average incremental seniority adjustments as reflected on each of the 4 printed seniority lists immediately preceding the commencement of the leave.

16.05 ERS 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 shall accrue during this twenty-four (24) month period. Vacation shall also accrue during this period and shall be paid annually to employees provided that the total combined WCB benefit and vacation does not exceed fifty-two (52) weeks by year end. Excess vacation can not be carried over to subsequent years.

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 at the same rate as the average incremental seniority adjustments as reflected on each of the 4 printed seniority lists immediately preceding the commencement of the leave.

16.06 PERSONAL LEAVE

- 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 <u>SICK LEAVE (FULL-TIME)</u>

- (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.
- 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.
- 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 **urtil** such **time as** the employee reverts to full-time status or terminates employment.

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

- 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 **autlined** 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.

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 **util** 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.
- 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.

- 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 m the old classification and his/her anniversary date shall change accordingly.
- 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, in 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 cochair, if required. The **Committee** shall maintain minutes of all meetings and make the **same** available for review.
- 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.

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 - BULLET''BOARDS

19.01 **Billetin** Boards shall be in the following locations only: Staff Lunch Room, Outside the Haman 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

- 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.
 - (b) In the event the Employer should merge, amalgamate or combine any of its operations or its functions with another Employer, the Villa will meet with CUPE Local 1404 to discuss the effect on Villa employees and shall consider any options which may minimize any adverse affects on the employees.

ARTICLE 21 - OCCUPATIONAL CLASSIFICATION AND WAGE RATES

- 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*.
- The Employer shall prepare a new job description for any new or revised positions. Once issued by the Employer, either the Union or the Employer may request a pay-equity review of the position within the current Pay Equity Plan between the Villa and the Union. In the event that a new rate of pay is established for the new or changed position, the new rate shall become effective upon the date that it was established between the parties. Any disagreements resulting from the Pay Equity review shall be referred to the Grievance procedure provided that this issue was not previously referred to other **third party** resolution bodies. Once the Grievance

procedure has **been** initiated beyond the 3rd step it is further agreed that this shall be the only avenue utilized to resolve the issue.

ARTICLE 22 - REPORTING ALLOWANCES

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.
- 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 dayday 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 by 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

An employee is assigned a charge function if, by **mttal** 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

- 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

The Employer agrees to pay a **safety** boot allowance up to a **maximum** of sixty dollars (\$60.00) 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) Extended Health Care 10/20 plan or equivalent;
 - b) Group Life Insurance equal to two (2) times the employee's annual salary to a maximum of \$50,000;
 - c) Effective March 3, 1978, the Employer agrees to supply a private pension plan;
 - d) The Employer shall pay fifty percent (50%) of the premium cost and make available the group dental plan (Greenshield No. 66 or a plan equivalent to Blue Cross No. 9) based on current O.D.A. rates in force from time to time. Such plan shall include dental examination and cleaning coverage every nine (9) months;
 - e) Vision care coverage of **up** to \$150.00 every two **(2)** years.

Compensation in lieu of all fringe benefits, in the amount of \$0.65 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 m lieu of fringe benefits.

ARTICLE 30 - RETROACTIVITY

- 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, 1997 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, 1997 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

This agreement shall be effective from the 3rd day of July, 1997, until the 2nd day of July, 1999, 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:

<u> </u>	
Sam	Cino

Director of Haman Resources

Karen Prine

Unit Manager

Linda Young

Manager of Food Services

Barbara Market Director of Finance

Tish Picard

SupervisorHousekeeping/Linen Services

Linda Brown

Director of Nursing

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

CUPE National Representative

hud Willis

Cathy Rielly

Elected Representative

Cheryl Willis

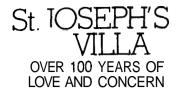
Elected Representative

Chairperson, Negotiating Committee

Deborah Davidson

Elected Representative

Elected Representative



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

MEMO

TO: **CUPE LOCAL 1404**

FROM: ST. JOSEPH'S VILLA

DATE: December 3, 1997

LETTER OF INTENT - RE: JOB DESCRIPTIONS SUBJECT:

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



Date: December 3, 1997

LETTER OF UNDERSTANDING

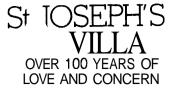
SUBJECT: BARGAINING

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

This memoranda is not part of the Collective Agreement.

Director of **Human** Resources

CUPE National Representative



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

MEMO

TO: CUPE LOCAL 1404

FROM ST. JOSEPH'S VILLA

DATE: December 3, 1997

SUBJECT: <u>LETTER OF INTENT - RE: SCHEDULING</u>

Article 13.13 (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 OVER 100 YEARS OF LOVE AND CONCERN

Date: December 3, 1997

LEI IER OF UNDERSTANDING

Re: 12 Hour Shifts

The Union and the Employer agree to permit a one (1) year trial of 12 hour shifts on the understanding that the trial be limited to only one nursing unit. It is further agreed that staff will be polled in writing and that employees working in the trial unit may be transferred to another unit during the trial period if he/she does not wish to participate in the trial. Staff from another unit who indicate a desire to participate in **this trial shall** be considered for a transfer to the trial unit.'

Both parties shall meet before the trial commences to enable the union to provide input and shall meet quarterly following commencement of the trial period to evaluate the effect on the quality of work life for the staff affected and the quality of resident care/service within the unit.

At any time during the trial period, the parties may jointly agree to either continue with this arrangement beyond the 12 month trial or to discontinue it prior to the expiration of the trial period. In the event that there is no agreement to extend or discontinue the trial, the trial shall end upon the completion of the 12 month period referred to above.

It is further understood and agreed that employees working a 12 hour shift arrangement shall be paid overtime at a rate of time and one-half of his/her basic rate of pay for any hours worked in excess of 12 hours in a shift.

This provision, if agreed to, is subject to the approval of the Director of the Employment

Standards Branch.

Sam Cino

Director of **Human** Resources

for the Employer

Red Blake

CUPE National Representative

for the Union



Date: December 3, 1997

LETTER OF UNDERSTANDING

Re: 150 Hours In Any Two Consectuvie Pay-Periods

The Union and the Employer agree to permit a one year trial within the nursing department based on the scheduling of 150 hours in any two consecutive two week pay periods. This trial will include an understanding and agreement between the Villa and the Union that any hours worked by an employee, within this arrangement, in excess of 7.5 hours per day, with the exception of hours worked within a 12 hour per shift arrangement, or in excess of 150 hours in any two consecutive two week pay periods, shall be paid for at the rate of time and one half of the employee's basic rate of pay.

Both parties shall meet before the trial commences to enable the union to provide input and shall meet quarterly following commencement of the trial period to evaluate the effect on the quality of work life for the staff affected and the quality of resident care/service within the unit.

At any time during the trial period, the parties may jointly agree to either continue with this arrangement beyond the 12 month trial or to discontinue it prior to the expiration of the trial period. In the event that there is no agreement to extend or discontinue the trial, the trial shall end upon the completion of the 12 month period referred to above.

The Villa will endeavour to solicit volunteers to participate in the trial.

This provision, if agreed to, is subject to the approval of the Director of the Employment

Standards Branch.

Sam Cino

Director of **Human** Resources

for the Employer

Fred Blake

CUPE National Representative

for the Union



Date: December 3, 1997

(UND ING

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 meting of the parties if giving the other party advance notice of such an invitation.

Sam Cino

Director of Human Resources

Fred Blake

CUPE National Representative

WAGES AND CLASSIFICATIONS

APPENDIX "A"	EFFECTIVE JULY 1, 1997		
CLASSIFICATION	STEP 1	STEP2	STEP3
NURSING			
REGISTERED PRACTICAL NURSE NON-REGISTERED PRACTICAL NURSE CERTIFIED HEALTH CARE AIDE NON-CERTIFIED HEALTH CARE AIDE	\$15.80 \$14.96 \$13.09 \$12.91	\$16.07 \$15.22 \$13.36 \$13.17	\$16.42 \$15.55 \$13.47 \$13.28
DIETARY			
COOK ASSISTANT COOK BAKER DIETARY AIDE DISHWASHER CASHIER STORESPERSON-POTWASHER	\$15.80 \$14.45 \$13.17 \$13.17 \$13.17 \$13.17 \$13.17	\$16.07 \$14.71 \$13.35 \$13.35 \$13.35 \$13.35 \$13.35	\$16.42 \$15.03 \$13.44 \$13.44 \$13.44 \$13.44
LAUNDRY			
WASHPERSON SORTER PRESSER SEAMSTRESS LINEN AIDE	\$13.66 \$13.17 \$13.17 \$13.17 \$13.17	\$13.77 \$13.35 \$13.35 \$13.35 \$13.35	\$13.98 \$13.44 \$13.44 \$13.44 \$13.44
HOUSEKEEPING			
FLOOR CLEANER FLOOR CLEANER/SECURITY HOUSEKEEPING AIDE	\$13.09 \$13.09 \$13.09	\$13.36 \$13.36 \$13.36	\$13.47 \$13.47 \$13.47
MAINTENANCE			
MECHANIC I MECHANIC II GARDENER MAINTENANCE HELPER	\$15.80 \$15.02 \$14.33 \$13.09	\$16.07 \$15.23 \$14.51 \$13.36	\$16.42 \$15.48 \$14.74 \$13.47
STORES			
STORESPERSON (GENERAL)	\$13.21	\$13.38	\$13.52
STUDENTS WAGES			\$8.41

WAGES AND CLASSIFICATIONS

APPENDIX "A" ▼	EFFECTIVEJULY 1, 1998		
CLASSIFICATION	STEP 1	STEP 2	STEP 3
NURSING			
REGISTERED PRACTICAL NURSE NON-REGISTERED PRACTICAL NURSE CERTIFIED HEALTH CARE AIDE NON-CERTIFIED HEALTH CARE AIDE	\$16.12 \$15.26 \$13.35 \$13.17	\$16.39 \$15.52 \$13.63 \$13.43	\$16.75 \$15.86 \$13.74 \$13.55
DIETARY			
COOK ASSISTANT COOK BAKER DIETARY AIDE DISHWASHER CASHIER STORESPERSON-POTWASHER	\$16.12 \$14.74 \$13.43 \$13.43 \$13.43 \$13.43 \$13.43	\$16.39 \$15.00 \$13.62 \$13.62 \$13.62 \$13.62 \$13.62	\$16.75 \$15.33 \$13.71 \$13.71 \$13.71 \$13.71 \$13.71
LAUNDRY			
WASHPERSON SORTER PRESSER SEAMSTRESS LINEN AIDE	\$13.93 \$13.43 \$13.43 \$13.43 \$13.43	\$14.05 \$13.62 \$13.62 \$13.62 \$13.62	\$14.26 \$13.71 \$13.71 \$13.71 \$13.71
HOUSEKEEPING			
FLOOR CLEANER FLOOR CLEANER/SECURITY HOUSEKEEPING AIDE	\$13.35 \$13.35 \$13.35	\$13.63 \$13.63 \$13.63	\$13.74 \$13.74 \$13.74
MAINTENANCE			
MECHANIC I MECHANIC II GARDENER MAINTENANCE HELPER	\$16.12 \$15.32 \$14.62 \$13.35	\$16.39 \$15.53 \$14.80 \$13.63	\$16.75 \$15.79 \$15.03 \$13.74
STORES			
STORESPERSON (GENERAL)	\$13.47	\$13.65	\$13.79
STUDENTS WAGES1			\$8.58