

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ST. JOSEPH'S VILLA**

**DUNDAS, ONTARIO**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 1404**

**JULY 3, 2005 TO JULY 2, 2008**



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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

THE 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.
- 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 scheduled 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, or for a specific period of time in excess of one (1) month and not exceeding twelve (12) months in relation to an employee leave of absence per Article 16.
  - 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.
- 1.04 Whenever the singular, masculine, or feminine is used in this agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

## **ARTICLE 2 - RELATIONSHIP**

### **2.01 NO DISCRIMINATION**

The parties agree that there shall be no discrimination within the meaning of the Ontario Human Rights Code against any employee by the Union or the Employer. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, or restraint exercised or practiced by either of them or their representatives or members.

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 Manager of Human Resources.

2.03 The Employer and the Union agree that they shall observe and support existing government legislation.

2.04 The Employer and the Union agree that all employees are entitled to a workplace free of discrimination and harassment of any kind. 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**

- 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. The Employer shall exercise these rights in a fair and reasonable manner consistent with the provisions of the collective agreement. 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 and the required qualifications, 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 DIRECT REMITTANCE**

Such dues shall be deducted bi-weekly and remitted to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than the fifteenth (15<sup>th</sup>) 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. Said list shall be copied to CUPE Local 1404.

- 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.
  - (ii) 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 the Canadian Union of Public Employees Equality Statement and 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.
- 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.
- 4.07 No employee may enter into a written or verbal agreement with the Employer or his/her representative which conflicts with the terms of this collective agreement.

#### **ARTICLE 4 - (ii) CONTRACTING OUT**

- 4.08 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.
- 4.09 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 lockouts during the life of this Agreement.
- 5.03 The word "strike" and the word "lockout" shall have the meaning as set forth in the Labour Relations Act, as amended.

#### **ARTICLE 6 - CORRESPONDENCE**

- 6.01 (a) All correspondence between the parties hereto, arising out of this Agreement or incidental hereto shall pass to or from the Manager of Human Resources of the Employer or his/her appointee and the President of the Union or designate. Notwithstanding the foregoing, all replies to grievances shall be sent from the Employer to the Chief Steward of the Union.
- (b) The President of the Union will advise the Employer in writing of the name of any designate.
- 6.02 All official documents regarding Local 1404 shall be signed by the President or official designates.

#### **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 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; such limits will not be unreasonably exercised.
  - 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.
  - f) 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 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.
  - g) In the period 6 months prior to the termination of the collective agreement, each member of the bargaining committee shall be entitled to two (2) days union leave to prepare for negotiations in addition to those covered by Article 16.
- 7.05 (a) 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.
- (b) A steward may be present for non-disciplinary meetings if requested by the employee.
- 7.06 The Union shall have the right to have a National Representative of the Canadian Union of Public Employees present in all matters arising between the Union and the Employer. The Union will provide the Employer with timely notice prior to the attendance of the National Representative at any meetings with the Employer.

Management's ability to deal with any matter shall not be unreasonably delayed as a result of this right.

**ARTICLE 8 - (i) SENIORITY AND PROBATION**

- 8.01 (a) 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 and the seniority earned since date of hire.
- (b) While probationary employees appear on the seniority list for convenience and record-keeping purposes only, it is understood that probationary employees do not have seniority status until they have first completed their probationary period but are otherwise entitled to seek Union representation.
- 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. The Chief Steward of the Union or designate shall be present to witness the draw.
- 8.03 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.
- 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. 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 means of minimizing the adverse effect, if any, upon employees concerned.

#### **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.01 (a) 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.

(b) No letter of warning or other action shall be used for the purpose of taking or justifying disciplinary action against an employee unless a copy of such letter has been given to the employee concerned within seven (7) calendar days after the discovery of the occurrence which brought about the warning unless an extension has been requested due to the need for further investigation. The Union shall receive a copy of such letter no later than one (1) day after the employee concerned is notified. Discipline notices shall be expunged from employees' records twenty-four (24) months after the incident if the record remains discipline free.

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 griever.

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 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 Human Resources Manager 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 Human Resources Manager 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 meeting, 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**

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 that is placed on the master schedule on a continuous basis. When a vacancy occurs in the department, the position shall be posted three (3) weeks from the last day worked by the incumbent, except where the parties have agreed otherwise during this three (3) week period. The position shall be awarded on the following basis: seniority, knowledge, qualifications, skills, and abilities.

Where more than one applicant has the knowledge, qualifications, skills, and abilities required by the position seniority shall be the determining factor.

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 be posted prior to hiring from outside the bargaining unit.
  - (e) The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls, job postings, terminations of employment, and disciplinary warnings.
  - (f) Seniority shall be based on the seniority of the employee as of the posting date.
- 12.03 An employee who is awarded a job as a result of a job posting within the bargaining unit will have his/her work reviewed over a twenty (20) scheduled working day assessment period. If during this assessment period it is determined by the Employer 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 will 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; however, the Villa is not obligated to consider subsequent applications in the following six (6) months.

### **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 (37.5) hours of five (5) days on a seven and one-half (7.5) 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 or the following New Year's Day
  - iv) Four (4) recognized holidays during the year (other than Christmas 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) 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 Employer notifying the employee.
- 13.04 Requests for specific days off shall be submitted in writing to the supervisor two (2) weeks prior to the schedule being posted. The Villa will consider requests of shorter notice on a case-by-case basis provided the Supervisor has replacement staff available.
- 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 (7.5) 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 2% of the employee's regular hourly rate per hour for each shift worked between the hours of 2:30 p.m. and 6:30 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.

**ARTICLE 13.13 - (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 weekends 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.
- (e) Part-time employees who refuse two (2) or more shifts per posted schedule shall be removed from the call-in list for the balance of that schedule.

**ARTICLE 13.13 - (ii) PART-TIME (SCHEDULING)**

- (a) Any shifts that 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. This article applies only to employees who have no stated limitations to their availability.
- (b) All part-time employees are required to provide the Employer with their availability for call-in shifts in writing, on a regular basis as set out by their department. A part-time employee will only be called

in for work for shifts/days for which they have indicated in writing that they are available. It is understood that if any part-time employee fails to provide the Employer with their availability for call-in shifts in writing, as set out by their department, that employee's name shall be removed from the call-in list until they do so. Changes to an employee's availability must be provided in writing and are effective the first day of the pay period following the date that the revised availability is received.

- (c) 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.
- (d) Shifts that 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 the assignment of that shift(s) will result in overtime pay or the assignment of that shift contravenes the current Employment Standards Act.
- (e) Where an employee, the Union, and the Employer mutually agree that an employee was missed in relation to (d) above the Employer will schedule a replacement shift, in addition to the regular complement of staff, at a time mutually agreed to by the employee and the Employer within the following four (4) week period. There will be no more than two (2) such replacement shifts per employee in a calendar year; subsequent occurrences shall be subject to Article 9.
- (f) The exception to Article 13.13 (ii) (c) above are vacancies that are to be assigned in accordance with Article 12 of this Agreement.
- (g) In order to facilitate the above-noted provisions in the most expedient manner, pagers shall not be recognized by the Villa for the application of Article 13.13 (ii) and in the event that, in eight (8) rings or less, contact is made with voicemail/telephone answering machines, the Villa will leave a message with date and time of call and then proceed to the next senior employee on the list.

#### **ARTICLE 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 options pro-rated to hours worked as follows:

- i) Extended Health Care – the Villa’s contributions to the employee’s Extended Health Care benefits, per Article 29.01 (a) and (f), will be pro-rated to hours worked and the employee will be required to pay the Villa the remaining Employer portion of the cost of maintaining Extended Health Care benefits. This amount will be deducted by the Villa from the employee’s pay on the first pay of each month.
- ii) Dental – the Villa’s contributions to the employee’s Dental benefits, per Article 29.01 (d), will be pro-rated to hours worked and the employee will be required to pay the Villa the remaining Employer portion of the cost of maintaining Dental benefits. This amount will be deducted by the Villa from the employee’s pay on the first pay of each month.
- 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:

$$\text{Paid Vacation Days*} = \text{Avg. \# of Days Worked/Week} \div \text{\# Days in Standard Work Week} \times \text{Vacation Category}$$

\*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:

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

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.

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

$$\begin{aligned} \text{Vacation Pay} &= \text{Avg. \# of Hours Per Day Worked} \times \text{Paid Vacation Days} \times \text{Hourly Rate} \\ &= 6.5 \times 15 \times \$12.00 \\ &= \$1,170.00 \end{aligned}$$

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.

$$\begin{aligned} \text{Paid Vacation Days} &= \text{Avg. \# of Days Worked/Week} \div \text{\# Days in Standard Work Week} \times \text{Vacation Category} \\ &= 4 \div 5 \times 15 \end{aligned}$$

$$= 12$$

Vacation Pay	=	Avg. # of Hours Per Day Worked	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:

$$\begin{array}{rclclcl} \text{Monthly Sick} & = & \text{Avg. \# of Hours} & \div & 37.5 & \times & 1.5 \\ \text{Days Earned} & & \text{Worked Per Week} & & & & \end{array}$$

- (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, ex. 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.

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. Any lieu days not scheduled prior to the last pay of each year will be paid out.
- (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. Any lieu days not scheduled prior to the last pay of each year will be paid out.
- (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
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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.

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 (a) 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.

- (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.
- 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 - .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;
  - c) 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;
  - d) 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.
- 15.04 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.
- 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) VACATION - 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% |

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



## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.01 UNION LEAVE**

- (a) 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.
- (b) The conditions set out in (a) above apply provided that:
  - i) No more than five (5) employees shall be absent at any one time, no more than three (3) of which shall be from any one classification;
  - ii) The cumulative total leave of absence shall not exceed one hundred (100) days in any one (1) year.
- (c) A leave of absence without pay and without loss of seniority shall be granted to an employee upon request for the purpose of working for the Canadian Union of Public Employees (CUPE), Hamilton and District CUPE Council, Hamilton and District Labour Council, or Ontario Federation of Labour, provided such a 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.
- (d) The conditions set out in (a), (b) and (c) above apply provided that where there is leave for more than one (1) employee it will not interfere with leave for any other such employee.
- (e) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, as outlined in (b) above, shall be granted leave of absence without loss of seniority for a period of up to one (1) year. Such leave shall be renewed for an additional year at the request of the employee. The employee shall notify the Employer of his/her intention to return to work at least four (4) weeks prior to the date of such return.
- (f) 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.

### **16.02 BEREAVEMENT LEAVE**

- (a) 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, brother-in-law, sister-in-law, and grandchild. Additional leave of absence without pay may be granted for necessary travel time.
- (b) At the request of the employee, one of the three (3) days may be reserved and used for an interment or other service related to the funeral that may be scheduled at a later date.

### **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.
- 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.

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 fifty-two (52) weeks without pay and without loss of seniority accumulation, upon request, to female employees for reasons of pregnancy, provided such employee began her employment at least thirteen (13) weeks before the date her baby is expected to be born, 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 who has already taken seventeen (17) weeks maternity leave but has not yet given birth continues to stay on leave until the baby is born. The remaining thirty-five (35) weeks of maternity leave will begin when the child is born. An employee may end her leave as early as six (6) weeks after delivery, by giving the Villa four (4) weeks written 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. In cases where the employee has not yet submitted her request to commence leave, the start of her maternity leave shall be coincident with the actual date of delivery.
- 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 written 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 six hundred (600) hours of insured work in the preceding fifty-two (52) weeks, a parental leave of up to thirty-five (35) weeks shall be granted to a male employee following the birth

of his child. Such leave shall be taken within the fifty-two week (52) period following the birth of his child. Such leave shall be without pay and without loss of seniority to the employee.

(c) Adoption Leave

- i) Provided that an employee has completed six hundred (600) hours of insured work in the preceding fifty-two (52) weeks, he/she shall be granted a leave of absence without pay and without loss of seniority of up to thirty-five (35) weeks for the legal adoption of a child.
- ii) Parental Leave of up to thirty-five (35) 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.

(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 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.

(i) Return to Work

- i) An employee returning to work after any of the above maternity, parental or adoption leaves shall provide his/her supervisor with at least four (4) weeks written notice.
- ii) Employees granted any of the above maternity, parental, or adoption leaves shall be reinstated to his/her previous position provided that the leave is not extended beyond the maximum limits stated above.
- iii) If the employee's previous position no longer exists the Employer shall offer the employee a comparable position at wages at least equal to the wages for the previous position.



#### 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 Safety & Insurance Board (WSIB) 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 WSIB benefit and vacation does not exceed fifty-two (52) weeks by year-end. Excess vacation cannot 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

- (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 Human Resources Manager.
- (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 eleven and one quarter (11.25) hours 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 one hundred and thirty-five (135) hours sick leave credit with pay during each calendar year with accumulation of unused sick leave credit to a maximum of 1,500 hours.
- (c) To qualify for sick leave payment an employee must, unless unable due to extreme circumstances, notify his/her Manager, and/or designate, as early as possible but no later than one (1) hour before the start of the shift of the first day on which he/she is absent from his/her work.
- (d) 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.
- (e) 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.
- (f) 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, with adequate notice, 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.

- (g) 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.
- (h) 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.
- (i) 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.
- (j) 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.
- (c) In the event of a proposed lay-off of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:
- i) Provide the Union with no less than forty-five (45) days written notice of the proposed lay-off or elimination of the position. This notice is not in addition to the required notice as set out in (ii) of this article.
  - ii) Provide to the affected employee(s), if any, not less than thirty (30) days written notice of the lay-off, delivered in person or by registered mail.
  - iii) The Employer and the Union mutually agree to investigate all options, including but not limited to vacancies, with a view to resolving any situation giving rise to a potential lay-off.
- (d) Where a lay-off results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided as above shall be considered notice to the Union of any subsequent lay-off.

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 classification and position (only for the purposes of this article position is defined as scheduled shifts, times, and locations), provided that those employees retained at work by reason of seniority have the skill and qualifications required to perform the work.

Any employee who is subject to lay-off shall have the right to:

- a) Accept the lay-off or,
- b) Opt to retire, if eligible under the terms of the pension plan, or,
- c) Displace another employee who has lesser bargaining unit seniority if the employee originally subject to lay-off has the ability to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid-off and shall be entitled to notice under Article 17.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within four (4) working days of receiving the notice of lay-off.

17.03 RECALL PROCEDURE

- (a) An employee shall have the opportunity of recall from a lay-off to an available opening, in order of seniority, providing he or she has the required qualifications and the ability to perform the work, before such an opening is filled on a regular basis under the job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has completed.
- (b) An employee recalled to work in a different classification form which he or she was laid-off shall have the privilege of returning to the position held prior to lay-off should it become vacant within six (6) months of being recalled.
- (c) The Employer shall notify the employee of the opportunity of recall by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on the second day following the day of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the Employer.

17.04 NO NEW EMPLOYEES

- (a) New Employees shall not be hired until those laid off have been given an opportunity of recall.
- (b) No full-time employees in the bargaining unit shall be laid-off by reason of his or her duties being assigned to one (1) or more part-time employees.

17.05 ADVANCE NOTICE OF LAY-OFF

In the event of a lay-off, the Employer shall pay its share of insured benefits premium for the duration of the thirty (30) days' notice period provided for in Article 17.01.

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.
- 18.08 Where ergonomic concern relating to CUPE 1404 members is beyond the scope of the Joint Occupational Health and Safety Committee the Employer shall hire a consultant, agreed upon by both the Union and the Employer, and chosen by the committee.

18.09 VIOLENCE IN THE WORKPLACE

The parties recognize that employees may be exposed to unwanted behaviour from others in the workplace and that such behaviour may result in injury and/or emotional distress to an employee.

Both parties agree that they share a responsibility to maintain a workplace free from risk of violence.

The Villa agrees to provide a Violence in the Workplace Prevention Program with explicit policies and procedures to deal with such situations. The Joint Occupational Health and Safety Committee shall review the program on a regular basis and make recommendations, as it deems appropriate. Any changes to the Violence in the Workplace Prevention Program shall be agreed to by both parties.

**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) 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. It is further agreed that in view of the

orderly procedures established in Article 9, grievances in process shall not be discussed at any meeting of the Union/Management Committee.

- (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**

- 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.
- 21.02 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**

- 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 callback. 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 (\$15.00) per day for each full or partial day that he/she is on call. An employee called back from stand-by will be paid at the rate of one and one half (1½) 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 \$0.08 for each hour worked to each employee required to wear a uniform as a condition of employment. The clothing allowance will increase by an additional \$0.01 on July 3<sup>rd</sup> of each year of this contract.

## **ARTICLE 26 - PAY FOR TRAINING**

26.01 Where the Employer requires an employee to take further training, the Employer shall pay the full cost of the required courses.

## **ARTICLE 27 - SAFETY BOOTS OR SHOE ALLOWANCE**

27.01 The Employer agrees to pay a safety boot allowance up to a maximum of one hundred and thirty-five dollars (\$135.00) every two (2) years 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 \$0.14 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, Formulary #3 Generic Drug Plan;
- b) Group Life Insurance equal to two (2) times the employee's annual salary to a maximum of \$50,000;
- c) Effective June 30, 2003, the Employer agrees to change the pension provider to HOOPP;
- 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 \$200.00 every two (2) years; vision care coverage to increase to \$250.00 every two (2) years effective July 3, 2007.
- f) 100% of the cost of an optometry examination every two (2) years.

29.02 Compensation in lieu of all fringe benefits, in the amount of \$0.70 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 that 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. It is further understood and agreed that a regular part-time employee may enrol in the pension plan when eligible. A regular part-time employee who is a member of the pension plan shall receive, in lieu of benefits, \$0.50 for each hour worked.

## **ARTICLE 30 - TERM OF AGREEMENT**

30.01 This agreement shall be effective from the 3rd day of July, 2005, until the 2nd day of July, 2008, 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.

Agreed to this 23<sup>rd</sup> day of June 2005, at Dundas, Ontario.

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

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Rob Dalingwater  
Human Resources Manager

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Barbara Mahaffy  
Director of Finance

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Val Mulligan  
Food Services Supervisor

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Tish Picard  
Supervisor Housekeeping/Linen Services

---

Shawn Gadsby  
Director of Nursing

---

Kellie Gamble  
Human Resources & Education Coordinator

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

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Dario Dolan  
CUPE President

---

Jan Stewart  
Elected Representative

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Sherry Shipling  
Elected Representative

---

Wendy Dew  
Elected Representative

---

Bev McDonald  
Elected Representative

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Brian McCormack  
CUPE National Representative

**LETTER OF UNDERSTANDING**

**RE: INFLUENZA VACCINATION OF EMPLOYEES**

In cases when the Medical Officer of Health and/or the Public Health Department has declared an influenza outbreak:

- a) The Villa will follow the direction of the Medical Officer of Health and/or the Public Health Department, without liability or penalty to the Villa, to exclude from work any employees who have not received an annual vaccination.
- b) If an employee has not received the annual vaccination, the employee may return to work if the prescribed prophylaxis is being taken.
- c) Notwithstanding an employee's right to refuse the vaccination or prophylaxis, in the event that an employee has medical contraindications to the vaccine and the prophylaxis the employee will provide the Employer with an original copy of a medical doctor's note. The Employer will reassign the employee during the outbreak period, if possible, or failing reassignment the employee may utilize any available paid sick time, banked lieu time, future statutory holidays (to a maximum of two days), or vacation credits until the outbreak is declared over and will not be disciplined for this period of absence.
- d) The employer shall cover the cost of vaccination at the Villa during scheduled clinics at the beginning of influenza season.
- e) If an employee becomes ill as a result of the vaccination or prophylaxis the resulting sick time will not result in disciplinary action nor be subject to the Employer's Attendance Management Program.

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Rob Dalingwater  
Human Resources Manager  
St. Joseph's Villa

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Brian McCormack  
CUPE National Representative

## WAGES AND CLASSIFICATIONS

### APPENDIX "A"

EFFECTIVE JULY 3, 2007

CLASSIFICATION	STEP 1 \$	STEP 2 \$	STEP 3 \$
<b>NURSING</b>			
REGISTERED PRACTICAL NURSE	21.09	21.43	21.86
NON-REGISTERED PRACTICAL NURSE	20.05	20.38	20.80
CERTIFIED HEALTH CARE AIDE	17.78	18.10	18.24
NON-CERTIFIED HEALTH CARE AIDE	17.55	17.86	18.01
<b>DIETARY</b>			
ASSISTANT COOK	19.45	19.76	20.15
BAKER	17.86	18.09	18.20
DIETARY AIDE	17.86	18.09	18.20
CASHIER	17.86	18.09	18.20
STORESPERSON-POTWASHER	18.46	18.61	18.86
<b>LAUNDRY</b>			
LINEN AIDE	17.86	18.09	18.20
<b>HOUSEKEEPING</b>			
FLOOR CLEANER	17.78	18.10	18.24
FLOOR CLEANER/SECURITY	17.78	18.10	18.24
HOUSEKEEPING AIDE	17.78	18.10	18.24
<b>MAINTENANCE</b>			
MECHANIC I	21.09	21.43	21.86
MECHANIC II	20.14	20.39	20.70
MAINTENANCE HELPER	17.78	18.10	18.24
<b>STORES</b>			
STORESPERSON (GENERAL)	18.46	18.61	18.86
<b>STUDENTS</b>			
			12.03