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EFF.	95	0	01
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No. OF EMPLOYEES	200		
NOMBRE D'EMPLOYÉS	JFC		

COLLECTIVE AGREEMENT

Between

**Sheridan Villa Home for the Aged
of the
Regional Municipality of Peel**

Party of the First Part
Hereinafter referred to as "**the Employer**"

and

**The Canadian Union of Public Employees
and its Local 2101**

Party of the Second Part
Hereinafter referred to as "**the Union**"

EFFECTIVE DATE: DECEMBER 1, 1995

EXPIRY DATE: NOVEMBER 30, 1997

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Region of Peel
11764(01)

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ARTICLE 1 - RECOGNITION

1.01 The Regional Municipality of Peel recognizes the Union as the sole Collective Bargaining Agent for all employees at the Sheridan Villa, Home for the Aged, save and except Supervisors, persons above the rank of Supervisor, professional medical and nursing staff, office staff, students employed for the school vacation period.

1.02 Part-Time Employees

(a) A part-time employee is defined as being an employee who is scheduled to work twenty-four (24) hours per week or less on a regular basis.

(b) Part-time employees shall receive the starting rate for the classification in which they are employed, plus 14% in such classification. The 14% "add-on" represents the payment in lieu of all fringe benefits other than the statutory benefits of Workers' Compensation, the employer's contribution to Canada Pension and Unemployment Insurance, and 4% vacation pay. For purposes of Articles 14.07 and 18.06 an employee's hourly rate shall be considered to include the above "add-on".

(c) A part-time employee shall progress to the 6 month rate after 1,040 hours of work have been completed and to the 12 month rate after 2,080 hours of work have been completed.

1.03 An employee's seniority shall be unaffected by his/her transfer from part-time to full-time status or from full-time to part-time status. An employee who transfers from full-time to part-time status shall remain in the OMERS pension plan and shall have the employer's contribution to such plan deducted from the percentage in lieu of benefits.

1.04 When a vacancy arises due to a full-time employee being absent for any reason, a part-time employee may be temporarily assigned to fill the position.

In such event the employer shall offer such temporary assignments to qualified part-time employees in the affected classification in order of their seniority on a rotation basis. A temporary assignment declined by an employee shall count as an assignment worked for purposes of this clause. The duration of each assignment shall not exceed four (4) months per part-time employee and the part-time employee's status, including add-on pay, shall not be altered.

The Union shall be notified in writing of all temporary full-time assignments and at the time of such assignments.

ARTICLE 2 - RELATIONSHIP

2.01 The Employer will not discriminate against any employee because of the employee's connection with the Union, or in any other way which would be contrary to the provisions of the Ontario Human Rights Code.

2.02 There will be no solicitation of employees by the Union or any of its officers or members during the working hours of employees except with the consent of the Administrator or his/her designate.

2.03 The Union, or any of its members, will not hold any meetings on the property of the Employer except with the consent of the said Employer.

2.04 Supervisors shall not perform work normally done by members of the bargaining unit except in cases of emergency, training, and instructions or where bargaining unit personnel due to insufficient notice of employee absence, are not immediately available for their normal duties or where residents require special care.

ARTICLE 2 - RELATIONSHIP

- 2.05** Employees unable to report for work at their regularly scheduled starting time shall telephone ~~as~~ instructed by their Supervisor, giving reason(s) for being unable to report for work, and if possible, an estimate of the time they may be away from work. The employee shall report again by telephone as instructed by the Supervisor the work day prior to recommencing work.
- 2.06** The number of hours for which volunteers are utilized annually shall not be increased beyond the level established at December 31, 1992 without the express agreement of the Union. Within thirty (30) days of the date of ratification, the Home Administrator shall advise the Union of the total number of volunteers and the total number of volunteer hours for the previous quarter. Thereafter, the Administrator shall advise the Union by the end of the following month, the total number of volunteers and volunteer hours ~~for~~ the preceding quarter.

ARTICLE 3 - STRIKES AND LOCKOUTS

- 3.01** During the term of this Agreement, the Employer agrees that it will not lock out employees and the Union agrees that there shall be no strike at Sheridan Villa.
- 3.02** The terms "Strike" and "Lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01** Except where specifically abridged by the terms of this Agreement, the Management of the Employer's operations and the selection and direction of the working force of employees will continue to be vested exclusively with the Employer.
- 4.02** Without limiting any of the rights vested with the Employer under paragraph 4.01 including the right to discharge an employee for just cause, it is expressly understood that the abuse by any **employee** of a resident in the Home shall be deemed to be sufficient cause for summary dismissal of the employee.

ARTICLE 5 - CHECK-OFF UNION DUES

- 5.01** New employees shall, by the first day of employment, be required to sign ~~a~~ Dues Authorization Card for deduction thereof ~~as~~ supplied to the Employer by the Union.
- 5.02** Employees shall continue to pay such dues for the life of this Agreement.
- 5.03** The Union will save the Employer harmless from any and all claims for amounts deducted from pay in accordance with the terms of this Article.
- 5.04** Deduction shall be made from each pay issued in each month in accordance with the rates set by the Union and certified to the Employer in advance of the deduction date and shall be forwarded to the Treasurer of the Union by the end of that same month, accompanied by a list of all employees from whose wages the deductions have been made.

The Local Union shall be supplied with a list of the names of Bargaining Unit employees as at June 30 and December 31 each year, with a copy supplied to the Union National Office.

- 5.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article dealing with dues check-off.

ARTICLE 6 - UNION COMMITTEE

6.01 The Union shall have the right to appoint or otherwise select:

- (a) a negotiating committee of three (3) employees, and
- (b) seven (7) employees (as Steward and Chief Steward)

to deal with matters relating to the administration of this Agreement, but with a limit of two (2) employees from any one department.

The above noted employees will be permitted to participate in meetings with Employer representatives on matters relating to either negotiations or administration of this Agreement, including arbitration.

The authorized time spent in such meetings shall be without loss of regular pay or benefit. Authorized attendance at arbitration shall be limited to the Local Union President, Chief Steward, a Steward, the grievor(s), and such other employee witnesses as may be required.

Employee members of the Union negotiating committee who are scheduled to work afternoons or evenings are to be relieved from their scheduled shift preceding or following a negotiating meeting between the Union and the Employer. Provided that they attend the negotiating meeting, such employees shall be paid as though they had worked the shift.

The parties shall co-operate in scheduling negotiating meetings to minimize the impact on staffing levels at the Home.

6.02 Members of the Committee and Stewards will not leave their jobs for the purpose of conducting any business on behalf of the Union, or in connection with this Agreement, without obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld.

6.03 The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward and Union Committee members before the Employer shall be required to recognize them. Likewise the Employer shall notify the Union in writing of the names of departmental supervision and the department(s) represented.

6.04 All correspondence pertaining to the express provisions of this Agreement shall pass to and from the Administrator and the Recording Secretary of the Local Union.

6.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

ARTICLE 7 - COMPLAINTS AND GRIEVANCES

7.01 If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of this Agreement, he/she shall take the matter up orally with his/her immediate Supervisor. The Supervisor will give his/her answer to the complaint within two (2) working days after it has been brought to his/her attention. (It is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity of adjusting the complaint.)

7.02 If such complaint or question is not settled to the satisfaction of the employee, then the following steps of the grievance procedure may be invoked in order. It is understood that a grievance must be lodged within five (5) working days after the circumstances giving rise to such a grievance has occurred.

ARTICLE 7 - COMPLAINTS AND GRIEVANCES

7.02

Step 1

Any employee grievance shall be set forth in writing, in duplicate, and shall be presented to the Supervisor. The submissions shall include reference to the specific clause and article of the Agreement allegedly violated or misinterpreted and redress sought. The Supervisor shall review the grievance and reply in writing to the Union within two (2) working days, giving hisher disposition and his/her reason thereof.

Step 2

If a settlement has not been reached under Step 1, the employee may within two (2) working days of the Supervisor's reply, refer the grievance to the Administrator of the Home, at interest, or his/her nominee. The Administrator of the Home or hisher nominee together with the employee and his/her Supervisor, and his/her Steward, shall meet within five (5) working days of reference to the Administrator of the Home. The Administrator of the Home shall give hisher reply in writing to the Union within two (2) working days after date of meeting.

Step 3

If settlement has not been reached under Step 2, the employee may refer the grievance to hisher Union Grievance Committee which may within two (2) working days of the Administrator's reply refer the grievance to the Director of Human Resources or hisher designate. Within five (5) working days the Director of Human Resources or his/her designate together with such other representation as may be chosen to represent the Employer shall meet with the Union Grievance Committee to discuss the grievance. At this meeting a full-time representative of the Union may be present, if his/her presence is requested by the Employer or the Union. Written reply to the grievance shall be given to the Union within five (5) working days after such meeting.

If a grievance is not settled to the satisfaction of either party to this Agreement **by** the procedure outlined above, then either party may, within ten (10) working days of the reply of the Director of Human Resources, refer the grievance to arbitration in accordance with the provisions contained in Article 9.

- 7.03** Any of the time allowances provided in the Article may be extended by mutual agreement in writing between the Union and the Employer.
- 7.04** Notwithstanding the provisions of the Ontario Labour Relations Act, any grievance not initiated or appealed at any stage of the grievance procedure, including reference to arbitration within the limits stipulated, shall be considered settled on the basis of the last decision and **NOT** subject to further appeal.
- 7.05** No employee written reprimand shall be entered in **an** employee's personnel file unless the employee and Local Recording Secretary are given a copy of such written reprimand.
- 7.06** Saturdays and Sundays and paid holidays shall not be considered working days within the scope of this Article.

ARTICLE 8 - POLICY GRIEVANCE

- 8.01** Both parties to the Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this Agreement which concerns all or a group of employees. Such grievances shall be presented in writing to the other party within ten (10) working days of occurrence of the incident or event giving rise to the grievance and shall be entered at the third step of the grievance procedure.

ARTICLE 9 - ARBITRATION

- 9.01** Arbitration shall be in accordance with the Labour Relations Act of the Province of Ontario.
- 9.02** Each party to this Agreement will pay the expenses of its nominee to the Arbitration Board. The parties will share equally the fee and expenses of the Chairman.

ARTICLE 10 - SENIORITY

- 10.01** (a) Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. After three (3) months of continuous service, his/her seniority shall date back to the day in which hisher employment began.

The probationary period for a newly employed part-time employee shall be 520 actual hours. Upon completion of the probationary period, the employee's name shall be placed on the appropriate seniority list and hisher seniority shall date back to his/her last date of hire.

- (b) Persons on probation may be terminated without recourse to the grievance procedure. However, such persons shall be given the reason(s) for termination in each case. The rate for probationary employees shall be that of this Agreement.
- 10.02** A seniority list for all full-time employees and a separate seniority list for all part-time employees shall be drawn and posted on the bulletin board. This list shall be revised as of January 1 of each year and forwarded to the Union by the end of February of each year. Employees' names and classifications shall appear on the seniority list in order of their respective dates of employment. Additions and deletions shall be forwarded to the Union as they occur.

Any employee hired after May 7, 1987 shall have hisher seniority calculated from date of hire in the same manner as full-time employees.

All employees in the bargaining unit on May 7, 1987 shall have their date of hire calculated on the basis of their accumulated hours paid as of May 7, 1987 and thereafter their seniority shall be calculated in the same manner as full-time employees.

- 10.03** In all cases of lay-off due to lack of work or recall following a lay-off, the employee with the greatest amount of seniority will be retained in employment or recalled to work, whichever is applicable, provided he/she is qualified to perform the work available.

In the event that there is a necessity to lay off or recall, part-time employees shall be laid off before any full-time employees and such lay off or recall will be by classification and in accordance with seniority within the part-time bargaining unit.

- 10.04** Seniority previously accumulated will be lost whenever an employee:

- (a) quits hisher employment, or retires;
- (b) is discharged and not reinstated;
- (c) is absent From work without reasonable explanation;
- (d) is laid off for twelve (12) consecutive months or time equal to the employee's length of service, whichever is greater;

ARTICLE 10 - SENIORITY

10.04

- (e) fails to return from lay-off within six (6) days of work after being notified to do so; the employee to be recalled must keep the Employer informed of his/her current address and telephone number. Notice of recall may be by telephone, but in all cases a registered letter shall be used either as notice or confirmation.

10.05 The selection or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. However, if any employee is or has been transferred or appointed, and later transferred back to a position which is governed by this Agreement, then the seniority which he/she has accumulated under this Agreement shall be credited to the employee. Subject to the time period set out in 10:04 (d) any time spent working outside the bargaining unit shall be deemed a lay-off for the purpose of this article.

ARTICLE 11 - DISCHARGE AND SUSPENSION CASES

11.01 A claim by an employee who has completed the probationary period that he/she has been unjustly discharged or suspended from his/her employment will be treated as a special grievance commencing at Step 3 of the Grievance Procedure, provided such claim is filed with the Employer within six (6) days after the discharge or suspension occurs.

The Parties expressly agree that notwithstanding the amendments to the provisions of the Ontario Labour Relations Act, the termination of employment of a probationary employee shall not be subject to the provisions of the grievance and arbitration provisions of this Agreement except in the event of a claim by a probationary employee under Article 2.01.

11.02 Grievances relating to discharge or suspension may be settled by confirming the action taken by the Employer or by reinstating the employee with full compensation or by any other arrangement which is just and equitable to the parties or a Board of Arbitration.

11.03 In the event that the Employer decides that any disciplinary action, including suspension or discharge is warranted against an employee, a Union steward shall be in attendance when such action is taken, unless otherwise requested by the employee.

If a Union steward is unavailable a local Union Officer shall be present and if no Officer is available, another employee chosen by the employee being disciplined shall attend. An employee not wishing to be represented must make this indication in writing with a copy to the Union.

ARTICLE 12 - PROMOTIONS, JOB VACANCIES, TRANSFERS

12.01 In promotions, filling of permanent job vacancies, newly created jobs, or transfers within the Union, the following factors shall govern:

- (a) qualifications to perform the posted job;
- (b) seniority.

Where factor (a) is relatively equal amongst applicants, then factor (b) shall govern. The above factors shall not be considered by the employer in an arbitrary or discriminatory manner,

ARTICLE 12 - PROMOTIONS, JOB VACANCIES, TRANSFERS

12.02 A probationary employee will only be considered for a posted vacancy where the Employer has determined that no full-time applicant with seniority, and thereafter, no part-time applicant with seniority is qualified for the position.

The Employer shall not be obliged to consider any applicant who has successfully bid for a posted job within a six (6) month period prior to the current posting. Only in the event that no suitable applications for promotion are received, then the Employer consistent with the criteria in this subsection, may consider applicants who are currently classified on the same basis as the posted vacancy.

12.03 Vacancies arising out of employee termination's or additions to full-time complement and ~~that~~ are required to be filled shall be posted within 3 working days of learning of the event on the appropriate bulletin boards (as delegated by the Employer's Administration) for a minimum period of seven (7) calendar days. The posting shall include the minimum and maximum job rates applicable for the classification, the vacancy's department, the applicable shift where the initial vacancy has been created, and the initial position location, subject to any reassignment. A copy of the posting will be forwarded to the President of the Union.

Where the actual hours of work are normally scheduled from 7:00 a.m. to 3:00 p.m. and for 8:00 a.m. to 4:00 p.m., the shift will be listed on the posting as being a "day" shift, and "night" shift shall have a corresponding meaning.

~~12.03~~ Where, within a given classification, the shift entails the regular rotation of actual scheduled hours of work, the job posting shall indicate such rotation as forming part of the position requirements.

Employees may apply for such vacancy in writing using the prescribed Employer's Job Posting Application form. Employee Job Posting Applications are to be filed with the employee's Supervisor within the time limits noted on the Job Posting Notice.

12.04 The Employer shall select the employee to fill the vacancy within fourteen (14) calendar days of the expiry date of the posting notice and the successful applicant will be placed on the job as soon as possible after the award.

12.05 The first vacancy created by filling a posted job shall be posted in accordance with article 12.03, above. Second and subsequent succeeding vacancies shall be filled in accordance with seniority on the basis of written requests for changes in shift, department, location (subject to reassignment), ~~or~~ classification (where the employee is qualified for the position) received from employees prior to the filling of the first vacancy. The Employer shall provide the Union with copies of all such written requests. All positions filled by this method shall be posted in accordance with article 12.10, below.

12.06 The Employer retains the right to fill the vacancy from other sources if bidding employee(s) **do** not possess the qualifications needed for the job or if no employee applications are received.

12.07 The employee(s) selected to fill the vacancy shall be given a trial period of thirty (30) days and advised of their performance during the trial period. **In** the event that an employee proves to be unsatisfactory during the trial period then that employee will be assigned to his/her former position.

12.08 When an employee is promoted to a higher rated job classification, he/she shall receive the next higher rate within the new classification above the rate he/she was receiving at the time of placement in the new job classification.

12.09 When an employee is downgraded, the employee will receive the twelve month rate of the grade to which he/she has been downgraded at the date the transfer becomes effective, provided the employee has completed his/her probationary period.

12.10 A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the President of the Union.

ARTICLE 12 - PROMOTIONS, JOB VACANCIES, TRANSFERS

- 12.11 The Employer may temporarily fill any position in which event the employee so assigned shall receive the job rate of the temporary assignment, if greater than his/her own rate for any full shift worked.
- 12.12 The Union shall be notified monthly of all promotions, demotions, hirings, lay-offs, transfers, recalls, or terminations of employment by the 10th of the following month.

ARTICLE 13 - JOINT MODIFIED WORK COMMITTEE

- 13.01 The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and one (1) alternate member from each Home selected or appointed by the local Union, and one (1) Employer member from each Home to be determined by the Employer together with the Region's Manager of Occupational Health and Safety, who shall act as Chairperson.
- 13.02 The Region's Manager of Occupational Health and Safety shall act **as** a resource person to the Committee and the Committee's liaison with the treating physician, Vocational/Rehabilitation Services, and the Workers' Compensation Board.
- 13.03 The purpose of the Committee is to review and recommend appropriate individual case strategies for providing for the safe and successful return of injured workers to the workplace as soon as possible after an accident.
- 13.04 The Committee will meet on a monthly basis, and at such other times **as** may be required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.
- 13.05 All Committee members agree **to** respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workers' Compensation Board, and/or the employee's Vocational/Rehabilitation Case Worker.
- 13.06 The Committee will be responsible for:
- i) Determining if the employee's regular job can be modified;
 - ii) Comparing the demands of jobs and tasks with an employee's current abilities;
 - iii) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
 - iv) Such other related matters **as** the Committee deems appropriate.

ARTICLE 14 - PAID HOLIDAYS

14.01 The following days will be recognized as paid holidays:

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

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

In order to qualify for payment of the above holiday(s), an employee is required to work his/her full scheduled shift immediately preceding and immediately following the holiday, except where the absence is less than one (1) month and is due to:

- (a) verified personal illness or accident; or
- (b) approved leave of absence; or
- (c) excused lateness.

14.02 An employee required to work on any of the above holidays will be paid at the rate of time and one-half (1½) for hours worked, in addition to the paid holiday.

14.03 When any of the above holidays occur during an employee's vacation with pay period, an extra day's vacation is allowed.

14.04 When any of the above holidays occurs on an employee's regular scheduled day off, a lieu holiday shall be allowed and shall be taken at a time mutually agreeable to the Supervisor and the employee.

14.05 For purposes of administration of this article; where there is an overlap of hours into the calendar holiday, only that shift on which the majority of hours fall within the calendar holiday shall qualify for premium hours. Premium payment shall be for all hours worked on that shift.

14.06 In order for employees in the bargaining unit to have Christmas or New Year's Day off work, the Employer will, wherever possible, arrange the work schedule so that each employee will have Christmas Day off work one year and New Year's Day off work the following year. It is agreed that payment of overtime premiums which might otherwise be payable under the provisions of Article 18 will be waived if payment of such overtime would result solely from adjustments to the work schedules which are required to accommodate these annual alternating days off.

14.07 (a) Part-time employees shall be compensated at the rate of one and one-half (1½) times the regular hourly rate for hours worked on a holiday specified in Article 14.01.

(b) Consistently with the provisions of the Employment Standards Act and Regulations, the Employer will continue its practice of paying holiday pay on a pro-rata basis to qualifying part-time employees. The amount of holiday pay shall be the employee's average daily earnings over the period of thirteen work weeks preceding the holiday. Effective March 10, 1992 holiday pay will be paid on this basis to part-time employees for all the paid holidays in Article 14.01.

(c) Part-time employees are governed by the provisions of Article 14.07 only and the remaining provisions of this Article shall not apply.

ARTICLE 15 - VACATION WITH PAY

15.01 Vacations will be granted in accordance with the following schedule:

- Less than 1 year continuous service - 1 working day for each completed month, excluding the first two, up to a maximum of ten (10) working days.
- One year of continuous service - 2 weeks
- Two years' continuous service - 3 weeks
- Eight years' continuous service - 4 weeks
- Sixteen years' continuous service - 5 weeks
- Twenty-five years' continuous service - 6 weeks

15.01 During the period of approved vacation, a full-time employee's regular hourly rate will continue to be paid in the same manner as if the employee were actively at work.

15.02 Effective June 1, 1995 vacation pay for part-time employees shall be calculated at the following percentages:

- Less than 1 year - 4% of total earnings to May 31
- One to Two years - 4% of total earnings from June 1 to May 31
- Two to Eight years - 6% of total earnings from June 1 to May 31
- Eight to Sixteen years - 8% of total earnings from June 1 to May 31
- Sixteen to Twenty-five years - 10% of total earnings from June 1 to May 31
- Over Twenty-five years - 12% of total earnings from June 1 to May 31

Vacation pay shall be issued by separate cheque by the first pay in July of each year. An employee's request for either advancing or retarding vacation pay shall be dealt with in accordance with Appendix A (attached).

If a full-time employee has been **off** on Workers' Compensation during the vacation year, vacation pay shall be the appropriate number **of** weeks at regular hours and rate. If a part-time employee **has** been off on Workers' Compensation during the vacation year, vacation pay shall be the appropriate percentage **as** above, or the appropriate number of weeks at regular hours **and** rate, whichever is greater.

15.03 For purposes of computing eligibility for vacations with pay, the vacation year shall end on May 31.

15.04 The selection of vacation dates will, where practicable, be granted on the basis of seniority. The Employer shall determine the number **of** employees who will be on vacation at any one time.

15.05 Vacations shall not be cumulative from year to year. An employee shall not omit vacations. However, employees, in special circumstances may request in writing that a maximum of one (1) week of time off, associated with the vacation, may be carried forward from one year to the next.

15.06 On termination, an employee shall be paid for any vacation credits accumulated, at the appropriate percentage.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 The Employer may grant leave of absence without pay to any employee with less than one year's service for legitimate personal reasons. The Employer shall grant leave of absence without pay to any employee with one year of service or more for legitimate personal reasons provided that such leave does not unduly impair the operating capability of the Home.

It is expressly understood that, during extended leave of absence, seniority shall continue to accumulate and that the employee shall be responsible for paying the premium cost of his/her welfare benefits during the said leave of absence.

16.02 Personal leave of absence shall be dealt with by an employee application for leave of absence in writing submitted as ~~far~~ in advance as possible to his/her Supervisor who will refer it to the Home Administrator containing the Supervisor's recommendation. The Administrator shall give his/her answer in writing as soon as practical.

16.03 Personal leave of absence may be extended by the Employer on receipt of written or oral request. The request and approval of the extension shall be confirmed in writing as soon as possible.

16.04 (a) Pregnancy and parental leave of absence shall be administered in accordance with the provisions of the Ontario Employment Standards Act, as amended from time to time.

An employee shall be granted an extension to the said leave provided that it is requested at the time application is made for parental leave as provided for in the Ontario Employment Standards Act. The duration of both the parental leave and the extension combined shall not exceed eight (8) calendar months.

Seniority shall be retained and accumulated during the above leave(s). Benefits shall be maintained by the Employer during pregnancy leave and during the first six (6) months of parental leave plus extension. Benefits shall be paid by the employee for any period of parental leave plus extension which is greater than six (6) calendar months.

(b) Effective March 10, 1992, on confirmation by the Unemployment Insurance Commission of the appropriateness of the Supplemental Unemployment Benefit (SUB) Plan, an employee on pregnancy leave as provided under this agreement, who is in receipt of pregnancy benefits under the Unemployment Insurance Act, shall be paid a supplemental unemployment benefit. This benefit will be equivalent to the difference between seventy-five (75) per cent of her regular weekly earnings and the sum of her weekly Unemployment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two week Unemployment Insurance waiting period and receipt by the Employer of the employee's Unemployment Insurance cheque stub as proof that she is in receipt of Unemployment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on the last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payments for the covered unemployment period. The SUB Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

ARTICLE 16 - LEAVE OF ABSENCE

16.05 The Administrator will upon two (2) weeks' notice of request of leave of absence in writing, grant leave of absence without pay or loss of seniority to delegated employees to attend union business, provided that such leave does not exceed seven (7) calendar days, and further provided that no more than five (5) employees are absent at any one time and furthermore no more than two (2) employees are absent from one department at any one time. Such leave shall apply to a maximum of forty (40) work days aggregate leave per calendar year.

16.06 In the event of the death of an employee's husband, wife, child, father, mother, father-in-law, mother-in-law, brother or sister, grandchild, the Employer shall grant up to three (3) consecutive days' leave of absence without loss of pay for the purpose of making arrangement for and/or attending the funeral or memorial service. Death of a brother-in-law, sister-in-law, grandparent shall result in paid leave of one (1) day for the purpose of making arrangements for, or attending the funeral or memorial service.

Upon request, the Employer shall grant reasonable time off without pay to an employee for required travel to attend the funeral of a family member in a location outside Canada.

16.07 If an employee is required to serve on jury duty or subpoenaed as a witness on his/her scheduled work day, the Employer will pay the employee his/her full wages, provided he/she turns over to the Employer the amount received as compensation, and further, provided the employee reports for work when not required at court.

16.08 At the request of the Union, and upon six (6) weeks advance written notice, the Employer shall grant the President of the Union a leave of absence with pay for the duration of the President's term of office, or any lesser period which may be requested by the Union provided such leave will be granted on a full-time basis for a minimum period of three (3) months, and provided that the Union reimburses the Employer for the salary and benefits involved. Upon completion of the President's leave, the employee shall be returned to his/her previous assignment. Regardless of the length of the President's leave, full seniority rights shall be granted.

ARTICLE 17 - WELFARE BENEFITS

17.01 The Employer shall pay the full cost of the premiums of the following insured plans for its full-time employees to be administered in accordance with the rules and regulations of the plans.

- a) Life Insurance coverage to the extent of 2 x's annual basic earnings.
- b) Semi-Private hospital accommodation.
- c) Extended Health benefit on a \$10.00 individual and \$10.00 family yearly deductible basis.
- d) Up to six (6) days' regular pay shall be granted per service year for sickness incurred not related to work.
- e) Weekly Indemnity Benefits Plan, payable from the first day of entry if confined to hospital or injury (non-occupational related) and from the fourth day of sickness or illness for a period of up to 52 weeks in the amount of 66 2/3rds percent of the employee's basic weekly earnings but not to exceed 66 2/3rds percent of the Unemployment Insurance Commission maximum gross pay.

Where there is a question as to whether a claim is occupational or non-occupational, the Employer will continue the payment of Weekly Indemnity benefits pending a decision by the Worker's Compensation Board to accept liability for such claim, provided the employee agrees to authorize in writing, in a form acceptable to the insurer, the Workers' Compensation Board to reimburse the insurer from any such Workers' Compensation benefits to the extent of the amount of disability income benefits paid. This form is set out in Appendix B.

ARTICLE 17 - WELFARE BENEFITS

17.01

- f) One hundred percent (100%) of the current Ontario Hospital Insurance Premium.
- g) One hundred percent (100%) of the Blue Cross #9 dental plan premium or equivalent in accordance with the O.D.A. fee schedule for the year preceding the current year, as amended from time to time.
- h) Vision Care with a \$160.00 maximum every twenty-four (24) months.

17.02 An employee is required to provide sufficient notice to the Human Resources Division through the Home's administrative office where a change is required to be made to:

- i) benefit coverage, entitlement, or exemption status;
- ii) residence, telephone, marital or dependants' status.

The Employer shall make the necessary change upon receipt of the written notice of the requested effective date whichever is later but in no case shall the effect of the change be retroactive.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

18.01 The normal work period shall be ten (10) eight (8) hour shifts to a total of eighty (80) hours within a fourteen (14) calendar day period inclusive of two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period. The shift starting and stopping times shall be arranged by the Employer. It is understood that employees must be available for work if and when called upon during the paid meal period.

18.02 The regular work week above does not represent a guarantee of work and employees may work less than forty (40) hours per week, or less than eighty (80) hours in a two-week period.

18.03 The days of work for an employee, the starting and quitting times each day, and the time and duration of lunch and rest periods will be determined by the Employer in accordance with its requirements. Shift schedules will be posted on the Bulletin Boards at least two (2) weeks in advance. Employees will be notified as far in advance as practical of any change in their schedules, and major changes of schedule will take place only after discussion with the Union Committee.

18.04 Rest period of fifteen (15) minutes' duration will be provided for an employee for each half shift worked.

18.05 The Employer will endeavour to offer overtime work as equally as practical amongst the employees in the applicable classification. Individual employees may refuse a request to work overtime for legitimate personal reasons. But in the event that the Employer is unable to get enough volunteers for the overtime work required, then such work shall be assigned to employees in that classification on an inverse seniority basis before part-time or student help are utilized.

18.06 Overtime at the rate of one and one-half (1½) times an employee's hourly rate will be paid for all time worked in excess of eight (8) hours on any one shift, or in excess of 80 hours in a two-week period.

It is understood that absence by reason of sickness, injury, vacation, holiday, bereavement, or similar authorized absence shall be deemed to be "time worked" for purposes of determining an employee's entitlement to daily overtime.

18.07 No employee shall be required to lay-off in regular hours for the purpose of off-setting or circumventing the application of overtime rates of pay.

18.08 Every employee who is called back and required to work in an emergency outside of his/her regular working hours shall be paid a minimum of three hours at the applicable overtime rate, upon authorization of the Administrator or his/her designate.

ARTICLE 18 - HOURS OF WORK AND OVERTIME

- 18.09 In the event an employee reports without being advised not to report for work, a full-time employee shall be guaranteed either four (4) hours' work or a minimum of four (4) hours' pay at his/her regular rate of pay and a part-time employee shall be guaranteed either two (2) hours' work or a minimum of two (2) hours' pay at his/her regular rate of pay.
- 18.10 Employees shall be paid a shift premium of forty-five cents (45¢) per hour for each hour worked outside the normal hours of the day shift, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.
- 18.11 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.
- 18.12 Part-time employees are governed by the provisions of this Article with the exception of clauses 18.01, 18.02, 18.05, 18.08 and 18.11 which shall not apply.

ARTICLE 19 - CLASSIFICATIONS AND RATES OF PAY

- 19.01 The Employer shall classify employees in accordance with the wage schedule attached, and pay the wage rates applicable thereto.
- 19.02 The classification titles are descriptive only and employees will be required to perform related or assigned duties.
- 19.03 The Employer may temporarily fill any position in which event that employees so assigned shall receive the job rate of the temporary assignment if greater than his/her own rate after four (4) hours or more is worked in any pay period.
- 19.04 When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date of the commencement of the new rate established by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such classifications.

ARTICLE 20 - GENERAL PROVISION

- 20.01 Special meetings between the Employer and the Union Executive Committee may be called when necessary and as requested by either party. Any meeting so called shall be paid for at the employee's regular rate of pay provided that such time spent is during their regular working hours. Either party shall endeavour to submit in writing, prior to such meetings suggestions and requests which they deem important for discussion. Meetings shall be held as soon as practical.
- 20.02 The OMERS and Canada Pension Plans will continue as presently in accordance with the provisions of the plans and applicable Regional By-laws.
- 20.03 The Union will have a separate Bulletin Board at the Home, for posting of Union "Meeting" notices, and all other Union notices to require the prior approval of the Home Administrator or his/her designate prior to posting.

ARTICLE 20 - GENERAL PROVISION

20.04 Where legislation requires the successful completion of training courses to qualify for, or continue in specific classifications, the Employer will require attendance where and when appropriate and will pay the employee's tuition on one occasion only. Regular pay lost through attendance at such courses shall be paid by the Employer.

20.05 Apart from any normal training programs of the 1/2 or full day type, the Employer may schedule during normal working hours specific in-house training sessions lasting 2 hours or less.

Where an employee is called in to attend such training sessions, such employee will receive two (2) hours regular pay.

20.06 The Employer shall provide an annual clothing allowance of \$120.00 in accordance with the Letter of Understanding attached to this Agreement.

ARTICLE 21 - CONTRACTING OUT

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

ARTICLE 22 - PERSONNEL FILES

22.01 Access to Personnel File

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Administrator or designate. An employee has the right to request copies of any evaluations in this file.

22.02 Clearing of Record

Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee after a period of 18 months, provided that there has been no subsequent discipline during the 18 month period.

ARTICLE 23 - DURATION

23.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including ~~the 1st day of December, 1995 to and including the 30th day of November, 1997.~~ Notice *\$amendment or termination may only be given during a period of one hundred and twenty (120) to thirty (30) days preceding the 30th day of November, 1997 or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect from year to year thereafter.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 4th day of March, 1998.

**Signed on behalf of Region of Peel Sheridan Villa
Home for the Aged**

**Signed on behalf of the Canadian Union of
Public Employees and its Local 2101**

Emil Kolb
Regional Chairman

Jean Timar
President

Bonnie Zeran
Regional Clerk

Shirley Hull
Member of Negotiating Committee

P.H. Graham
Director of Seniors' Services

Hema Martel
Member of Negotiating Committee

Paul E. Vivian
Director of Human Resources

Paul Jordison
National Representative

SCHEDULE 1

CLASSIFICATIONS AND RATES OF PAY - SHERIDAN VILLA

Effective December 1, 1995

Classifications	Start	6 Months	12 Months
Porter / Janitor	\$ 12.39	\$ 12.89	\$ 13.29
Watchperson / Maintenance	\$ 12.79	\$ 13.35	\$ 13.76
Gardener Storekeeper / Driver Painter	\$ 13.21	\$ 13.78	\$ 14.18
Laundry Aide	\$ 13.68	\$ 14.25	\$ 14.69
Dietary Aide Craftworker Potwasher Nursing Attendant I Seamstress Aide I	\$ 14.02	\$ 14.60	\$ 15.05
Maintenance Person Housekeeping Aide	\$ 14.06	\$ 14.69	\$ 15.08
Adjuvant's Assistant	\$ 14.55	\$ 15.15	\$ 15.62
Nursing Attendant II	\$ 15.05	\$ 15.68	\$ 16.17
Day Program Assistant	\$ 15.97	\$ 16.64	\$ 17.15
Chefs Assistant	\$ 17.20	\$ 17.92	\$ 18.47
R.P.N.	\$ 18.54	\$ 19.31	\$ 19.91

1. Employees possessing accredited certificates recognized by the Province of Ontario while engaged in Nursing Attendant II and Chefs Assistant classifications shall be paid a premium of fifteen cents (\$.15) per hour.
2. Employees while engaged in lead hand classifications shall be paid a Lead Hand premium of forty cents (\$.40) per hour effective December 1, 1989. Lead Hands shall be required to undertake and perform various and miscellaneous duties as assigned by their supervisor. Lead Hands are not vested with authority to dispense disciplinary measure of actions, hire or discharge. A Lead Hand may be required to supervise the needs of the section or unit during the temporary absence of the supervisor.

Whenever a lead hand position is required to be filled it shall be posted in accordance with the provision of Article 12.

APPENDIX A
VACATION PAY REQUEST
CUPE LOCAL 2101

Instructions:

1. An employee desirous of receiving their vacation pay either prior to or after the vacation pay issuing month (July) must complete this application.
2. This application must be completed by the employee well in advance and must be in the hands of the employee's Supervisor not later than five weeks prior to the employee's scheduled vacation period.

An advance on vacation pay in full will be based on an employee's regular weekly earnings less 25% withholding tax and the amount of vacation pay balance owing, if any, shall be paid in the month of July.

Vacation pay requested after the issuing month (July) shall be calculated and released in full in the pay period prior to the employee's scheduled vacation period.

Date Prepared _____
 Year Month Day

Employee Name _____

Department Worked at: _____

Employee's Signature _____

Approved By: _____ Date _____
 Home Administrator Year Month Day

Received By: _____ Date _____
 Payroll Representative Year Month Day

APPENDIX B

AGREEMENT AND UNDERTAKING

In consideration of the payment to me by Sun Life Assurance Company of Contract 25038, Certificate Number _____ with respect to my total disability claim which commenced on (date) _____ do hereby undertake to repay the total of such benefits, or such portion thereof as circumstances Canada of Disability Income benefits under Group may require to Sun Life Assurance Company of Canada, should the Workers' Compensation Board accept liability and pay Workers' compensation Benefits for my total disability claim. _____

I hereby authorize the Workers' Compensation Board to reimburse the Sun Life Assurance Company of Canada from any such Workers' Compensation benefits to the extent of the amount of disability income benefits paid.

Dated at _____ this _____ day of _____, 19_____.

Witness _____

Signature _____

Address _____

W.C.B. Claim File No. _____

;

LETTER OF UNDERSTANDING

Uniform Allowance

This letter will confirm the understanding reached by the parties with respect to the matter of uniform allowance for Sheridan Villa employees on jobs where they are required to wear a uniform.

1. The uniform allowance payment which covers the period June 1 to May 31 will be paid in a lump sum and issued in June of each year in accordance with the schedule below.
2. All full-time employees shall receive a uniform allowance in accordance with the schedule below.

Payment Schedule

	<u>Full-Time</u>	<u>Part-Time</u>
Completed 12 continuous months service	\$ 120.00	\$ 60.00
11 months but less than 12 months	\$ 110.00	\$ 55.00
10 months but less than 11 months	\$ 100.00	\$ 50.00
9 months but less than 10 months	\$ 90.00	\$ 45.00
8 months but less than 9 months	\$ 80.00	\$ 40.00
7 months but less than 8 months	\$ 70.00	\$ 35.00
6 months but less than 7 months	\$ 60.00	\$ 30.00
5 months but less than 6 months	\$ 50.00	\$ 25.00 ;
4 months but less than 5 months	\$ 40.00	\$ 20.00
3 months but less than 4 months	\$ 30.00	\$ 15.00
2 months but less than 3 months	\$ 20.00	\$ 10.00
1 months but less than 2 months	\$ 10.00	\$ 5.00
less than 1 month	nil	nil

- NOTE: 1) For purposes of computing eligibility **for** uniform allowance, the uniform allowance period shall end on May 31st.
- 2) In order for an employee to be credited with Service for purposes of uniform allowance, the employee must have worked at least one day in the calendar month.
 - 3) All part-time staff shall receive 50% of the prescribed uniform allowance in accordance with the schedule above.

LETTER OF UNDERSTANDING

Uniform Allowance

NOTE:

- 4) New employees starting between the 1st - 15th of the month will receive credit for the payment for the full month. Employees starting after the 15th of the month will be eligible to receive uniform allowance beginning the following month.
- 5) Uniform clothing must be worn by employees unless permission has been obtained for the employee's supervisor to excuse the wearing of uniform dress.
- 6) Each employee is personally responsible for ensuring that uniform dress is presentable in appearance at all times, i.e. clean and in good repair.
- 7) An employee has the option of selecting their own material colour and style of uniform wear.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 4th day of March, 1998.

Signed on behalf of Region of Peel Sheridan Villa
Home for the Aged

Signed on behalf of the Canadian Union of
Public Employees and its Local 2101

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P.H. Graham
Director of Seniors' Services

Hema Martel
Member of Negotiating Committee

Paul E. Vivian
Director of Human Resources

Paul Jordison
National Representative

LETTER OF UNDERSTANDING

Scheduling Practises

The Parties agree to establish a Committee to meet for the purpose of examining part-time scheduling practices. The committee shall consist of the two (2) Local Presidents, the two (2) Administrators, and the Labour Relations Specialist. Up to two (2) additional resource persons representing each of the Parties may be called upon to assist the Committee.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 4th day of March, 1998.

Signed on behalf of Region of Peel Sheridan Villa
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Director of Human Resources

Paul Jordison
National Representative

LETTER OF UNDERSTANDING

New Classification

The Parties hereby agree to incorporate the classification of Day Programme Assistant within the Collective Agreement upon the following basis:

1. Effective on the date of ratification of this Agreement, incumbent employees in the above-noted classification shall have their present terms and conditions of employment frozen, except that such terms and conditions shall be subject to the Grievance and Arbitration provisions of the Collective Agreement between the Parties.
2. Incumbent employees shall be credited with seniority and service from the last date of hire with the Regional Municipality of Peel and their names will be placed on the seniority list.
3. The Parties agree to meet within sixty (60) days of the signing of this Memorandum of Agreement for the purpose of reviewing the Day Programme Assistant classification under the Pay Equity Act of Ontario and the Pay Equity Plan in place between the Parties. The Parties further agree to determine an appropriate male comparator from the classifications governed by a collective agreement between the Region and C.U.P.E. Local 3162, if possible, and consistent with the requirements of the Pay Equity Act. In the event of dispute, the Parties agree that the matter will be referred to the Pay Equity Commission for resolve.
4. Upon determination of the correct rate of compensation for the Day Programme Assistants, the classification will be included under Article 18 - Classifications and Rates of Pay, the freeze established under Part 1 of this Letter shall end and incumbents shall be covered by the full terms and conditions of the Collective Agreement.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this 4th day of March, 1998.

Signed **on** behalf **of** Region of Peel Sheridan Villa
Home for the Aged

Signed **on** behalf of the Canadian Union **of**
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