

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF TIMMINS



AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

AND IT'S LOCAL-1140



***Canadian Union of Public Employees
Syndicat canadien de la fonction publique***

April 1, 2021 to March 31, 2025

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BETWEEN:

THE CITY OF TIMMINS HOME FOR THE AGED (GOLDEN MANOR)
Hereinafter called the Employer.

PARTY OF THE FIRST PART

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL #1140
Hereinafter called the Union

PARTY OF THE SECOND PART

ARTICLE 1 - PREAMBLE

1.01 Whereas the Employer has recognized the Union as the sole bargaining agent for those employees of the Employer as hereinafter set forth, and;

1.02 Whereas the Employer and the Union have mutually agreed to enter into and execute this agreement defining, determining, and providing for the remuneration, benefits, and working conditions for such employees for a period of the **1st day of April, 2021 to the 31st day of March, 2025** and from year to year thereafter as hereinafter provided;

Whereas during the life of this agreement, the Union agrees that there will be no strike and the Employer agrees that there will be no lock out;

Now therefore this agreement witnesseth that in consideration of these premises, the Employer and the Union hereby mutually covenant and agree as follows:

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The Union acknowledges that it is the exclusive function of the Employer to:

1. Determine and establish standards and procedures for the delivery of service to the public;
2. Maintain order, discipline and efficiency;
3. Hire, discharge, lay-off, direct, classify, transfer, promote, demote, suspend, or otherwise discipline any employee of the Employer coming within the bargaining unit, provided the claim of discriminatory promotion, demotion, or transfer, or a claim that any such employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided;

4. Generally to manage the operation and undertaking of the Employer and without restricting the generality of the foregoing to select, install, and require the operation of any equipment, plant and machinery which the Employer, in its uncontrolled discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Employer.
- 2.02 The Employer agrees that it will not exercise the foregoing functions in a manner inconsistent with the provisions of this agreement.
- 2.03 That whenever the Employer establishes a new position which in the opinion of the Union comes within the bargaining unit, the question as to its inclusion in, or exclusion from the bargaining unit, shall be determined by mutual agreement or in the absence of an agreement, same shall be referred and dealt with in accordance with the provisions of The Labour Relations Act.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

- 3.01 That the Employer recognizes the Union as the sole and exclusive collective bargaining agent for collective bargaining purposes for all employees of the Employer, save and except professional medical staff, graduate nurses, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dietitians, undergraduate dietitians, technical personnel, supervisors, persons above the rank of supervisors and office staff.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 That the Employer and the Union agree that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge, or otherwise by reason of age, race, creed, color, national origin, political or religious affiliation, sex, sexual orientation, nor by reason of his or her membership or activity in the Union.

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

Sexual Harassment refers to any conduct, comment, or physical contact of a sexual nature that is unwelcome by the recipient. It includes, but is not limited to, any unwelcome sexual advances (oral, written or physical), request for sexual favours, sexual and sexist jokes, racial, leering (suggestive staring) or sexist slurs.

When harassment and discrimination is identified in the workplace, the Harassment/Discrimination Policy process will be adhered to.

ARTICLE 5 - UNION SECURITY

- 5.01** That all employees of, the Employer as a condition of continuing employment, shall become and remain members in good standing of the Union. All future employees of the Employer shall, on commencement of employment, as a condition of continued employment become and remain members in good standing in the Union.
- 5.02** That notwithstanding anything to the contrary in this agreement contained, the Employer shall have the exclusive right to discharge probationary permanent employees, within the first three (3) months of their services, without recourse to the Grievance Procedure.

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01** That the Employer, in respect to each of the employees of the Employer who is subject to the provisions of Article 5 hereof, shall:
1. Deduct bi-weekly from the earnings of such employees in the amounts certified by the Union to the Employer to be currently in effect according to the constitution and by-laws of the Union.
 2. Within two (2) weeks after the making of each such deduction pay the sum so deducted to the National Secretary Treasurer of the Canadian Union of Public Employees.

ARTICLE 7 THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

- 7.01** That the Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and shall also provide them with a copy of the collective agreement. The Employer shall grant the Union one half hour to meet with new employees during the period of orientation.
- 7.02** The Corporation shall issue an electronic copy of the agreement within thirty (30) days of the signing of the agreement, to each employee within the bargaining unit. Upon request, all employees shall be provided a printed copy of the agreement by the Corporation.

ARTICLE 8 - CORRESPONDENCE

- 8.01** All correspondence between the parties arising out of this agreement or incidental thereto, shall pass to and from the CAO or Designate and the Secretary of the Union or their designates. The representative of the Canadian Union of Public Employees and the Administrator of the Home shall receive a copy of all correspondence exchanged between the parties.

ARTICLE 9 - LABOUR MANAGEMENT RELATIONS

9.01 That no individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers

9.02 That all matters of mutual concern pertaining to rates of pay, hours of work, collective bargaining, shall be referred to the Bargaining Committee for discussion and settlement.

9.03 **No Other Agreements**

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of this collective agreement.

9.04 **Representative of the Union**

The Union shall have the right, at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

The Employer shall also have rights of assistance, at any time, when dealing or negotiating with the Union.

9.05 **Time Off for Meetings**

Any representative of the Union's Grievance or Negotiating Committees, who is in the employ of the Employer, shall have the right to attend grievance or negotiation meetings held within working hours without loss of pay.

9.06 **Work of the Bargaining Unit**

Except by agreement, persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, whether paid or unpaid, except for purposes of instruction, experimenting, or emergencies, provided that the act of performing the aforementioned operations in itself does not reduce the hours of work or pay of any employees.

9.07 **Labour Management**

Where the parties mutually agree that there are matters of mutual concern and interest that would be beneficial if discussed at a Labour Management Committee meeting, the following shall apply:

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of

matters proposed to be discussed a minimum of one (1) week in advance, which shall not include matters that are properly the subject of grievance or negotiations.

The Labour Management Committee mandate includes discussing conditions causing grievances and misunderstandings.

Any representative(s) attending such meeting during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.

Labour Management meetings shall be scheduled every second month starting in February of each year.

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01** That in order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards.
- 10.02** There shall be four departments represented by stewards, namely Nursing, Maintenance, Dietary Service and Housekeeping. The Union will endeavour to have a steward from each department to represent the employees, if unable to do so, a steward will be appointed from another department. One steward shall be appointed by the Union as chief steward.
- Employees not specified to belong to a specific department shall be represented by the steward representing the Nursing Department. These employees shall be eligible to act as a steward from that department if so appointed.
- 10.03** The Union shall notify the Employer in writing of the name of the steward representing each department, and the Chief Steward before the Employer shall be required to recognize him/her.
- 10.04** The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until their successors are chosen.
- 10.05** That the Employer agrees that stewards shall not be hindered in the performance of their duties. The Union understands and agrees that each steward is employed to perform full-time work for the Employer, and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, and will similarly report upon returning to his/her regular duties.
- 10.06** That a grievance shall be defined as any difference or dispute between the Employer and the employee, or a case where the Employer is alleged to have acted unjustly by a violation of any clause in the agreement only.
- 10.07** That an earnest effort shall be made to settle any grievance fairly and promptly in the following manner:

Prior to a formal complaint, the employee will discuss the matter with his/her immediate Supervisor to determine if it can be resolved before further action is taken. The Supervisor shall render a response **within** three (3) working days. If no resolution has taken place, the employee may proceed to Step 1 of the grievance procedure.

Step 1

The aggrieved employee shall submit the grievance to his/her steward. If the Union Steward considers the grievance to be justified, the employee concerned, together with his/her steward, if requested by the employee, shall first seek to settle the dispute with the Administrator, within twenty-one (21) working days of

the alleged occurrence, at which time a written statement of the particulars of the complaint and redress sought shall be submitted. The Administrator shall render his/her decision within four (4) working days after receipt of such notice.

Step 2

Failing settlement being reached in Step 1, and provided not more than five (5) working days have elapsed since the receipt of the decisions of the Administrator, the employee concerned together with the Grievance Committee may submit the matter to the Chief Administrative Officer or his/her designate, who shall render his/her decision within five (5) working days after receipt of such notice.

Step 3

Failing a satisfactory settlement being reached in Step 2, and within fourteen (14) calendar days since receipt of the decision of the Chief Administrative Officer or his/her designate, the Union may, on given fourteen (14) calendar days notice in writing to the Employer of its intention, refer the dispute to arbitration.

- 10.08** That where a dispute involving a question of general application or interpretation of the collective agreement occurs, Steps 1 and 2 of the above article shall be bypassed.
- 10.09** That replies to grievances shall be in writing in all stages and receipt acknowledged by the respective parties. The **President** and Chief Steward of the union shall receive a copy of the replies to all grievances in all stages.
- 10.10** The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 11 - ARBITRATION

- 11.01 (a)** That when either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on an Arbitration Board. Within fourteen (14) calendar days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select a Chairman.

- 11.01 (b)** Either party may request the application of the provisions of Arbitration set out in The Labour Relations Act, but in so doing, must issue a notice of such request to the other party to this agreement.
- 11.02** That if the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a **Chairman** within fourteen (14) calendar days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 11.03** That the Arbitration Board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon both the Union and the Employer and upon any employee affected by it. The decision of the majority shall be the decision of the Arbitration Board but if there is no majority, the decision of the Chairman shall govern.
- 11.04** That the Arbitration Board shall not have any power to add to, subtract from, alter, modify, or amend in any way any part of this agreement, or remuneration, benefits and working conditions. In the event where both parties have mutually agreed that the above conditions may be bypassed, the Arbitration Board shall have the power to decide in its opinion what may be just and equitable.
- 11.05** That the Union, in Steps 2 and 3, shall be confined to the grievance and redress sought as set forth in the written grievance filed as provided in Step 2.
- 11.06** No matter may be submitted to arbitration, which has not been properly processed through all previous steps in the Grievance Procedure as set forth in this agreement.
- 11.07** The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this agreement.
- 11.08** **Single Arbitrator**
- The Employer and the Union agree by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The jurisdiction of the Arbitrator will conform with this Article. The appointment of a single Arbitrator shall be made by mutual agreement of the parties. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 12.01** That whenever the Employer deems it necessary to censure an employee in a matter indicating that dismissal may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall do so in the presence of a Union Representative. The Employer shall within five (5) days hereafter give written particulars to the employee with a copy sent to the Union Secretary.

12.02 That an employee who has completed his/her probationary period may be dismissed for just cause only upon the authority of the Employer.

12.03 That an employee claiming to have been wrongfully or unjustly discharged or suspended and filing a grievance in accordance with the Grievance Procedure as outlined herein, shall be entitled to a hearing under Article 10, Grievance Procedure, it being understood that Step 1 of the Grievance Procedure shall be omitted in such cases.

12.04 **Infractions**

Major infractions of a disciplinary nature shall be recorded and after they have been in the employee's file for eighteen (18) months they shall be removed and if there have been no further recurrences or major discipline within the eighteen (18) months.

ARTICLE 13 - SENIORITY

13.01 That seniority is defined as the length of service in the bargaining unit and shall govern all promotions, transfers, demotions and lay-offs, within the bargaining unit provided the employee with the longest service is qualified to do the job.

13.02 (a) That the Employer shall maintain separate seniority lists for full-time employees and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Secretary and posted on all staff bulletin boards in January and July of each year. The Union shall be supplied with copies of the seniority and vacation lists.

13.02 (b) When a part-time or temporary employee acquires a full-time position in the bargaining unit, the employee will be credited with all the seniority earned while working part-time or as a temporary employee on the basis that from date of hire, 18 months equals one year of seniority. When a full-time employee acquires a part-time or temporary position in the bargaining unit the employee will be credited with seniority based on one year of full-time seniority equals 18 months of part-time or temporary seniority.

When a full-time employee acquires a part-time or temporary position in the bargaining unit, the employee will be credited with all the seniority earned while working full-time.

13.03 The Employer shall maintain a separate seniority list covering part-time and temporary employees whose probationary period has been completed. Said list shall be posted in accordance with Clause 13.02 above. Newly hired part-time and temporary employees shall be on probation for a period of six (6) months.

13.04 That newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this agreement except with respect to discharge. Employment of probationary employees may be

terminated at any time during the probationary period. On completion of the probationary period, seniority shall be effective from the original date of full-time employment.

13.05

That an employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer.

That an employee shall only lose his/her seniority in the event:

1. That he/she is discharged for just cause and is not reinstated.
2. That he/she resigns.
3. That he/she is absent from work in excess of five (5) working days without approval from the Employer.
4. That he/she fails to return to work within fourteen (14) calendar days following a lay-off and after being notified by registered mail to do so. It shall be the responsibility of the employee to keep the employer informed of his/her current address.
5. He/she is laid off for a period longer than twenty-four (24) months
6. He/she is unable to return to work within twelve (12) months after exhausting all sick leave and other credits.

13.06**Definition of Part-Time, Casual and Temporary Employees**

A part-time employee is an employee who works a specified schedule of hours daily not to exceed sixty-four (64) hours in a bi-weekly period.

A temporary employee is an employee hired for a short-term job, project, incentive or make-work program, and whose employment shall terminate at the end of their term. This includes replacement of persons on pregnancy/parental leave and long-term leaves of absence.

A casual employee is an employee who is called in to work on an on call basis, but does not work a regular schedule, or does so only for a specified period. Such employee has the option of refusing work when it is made available to him/her.

Student employees, other than Nursing students, are those employees hired from May 1st to September 15th and December 15th to January 7th in each calendar year. Students will not accrue seniority, and their employment terminates at the end of their term. Students shall not receive the fourteen (14) percent in lieu of benefits and shall only be eligible for payment of statutory holidays and vacation pay at the rate in accordance with The Employment Standards Act.

Nursing Program Students are those employees hired in the capacity of the Personal Support Worker (PSW) classification only. Such students shall be paid at the start rate of a Personal Support Worker.

Nursing Program Students will not accrue seniority and shall not receive the fourteen (14) percent in lieu of benefits and shall only be eligible for payment of statutory holidays and vacation pay at the rate in accordance with The Employment Standards Act.

When a Nursing Program Student obtains his/her Personal Support Worker (PSW) certification or a Registered Practical Nurse (RPN) certification, the full provisions of this collective agreement shall apply.

In lieu of holiday pay and employee benefits, referred to as sick leave, pension, group insurance, medical and hospital insurance, including drug plan coverage, all termed "health benefits" the employees referred to above shall be paid bi-weekly the amount represented by fourteen (14) percent of their gross bi-weekly pay. For part-time employees participating in OMERS their in lieu will be reduced to eight (8%) percent of their gross bi-weekly pay. The six (6%) percent is the Employer's contribution to OMERS.

13.07 Vacation with Pay

In addition to the current fourteen (14) percent benefits, eligible employees are to receive the following additional percentages of gross pay (for part-time employees participating in OMERS their in lieu will be reduced to eight (8%) percent of their gross bi-weekly pay as per Clause 13.06 above):

- Zero (0) to four (4) year's accumulated seniority credits - four (4%) percent.
- After four (4) year's accumulated seniority credits - six (6%) percent.
- After seven (7) year's accumulated seniority credits - eight (8%) percent.
- After eleven (11) year's accumulated seniority credits - ten (10%) percent.
- After twenty-one (21) year's accumulated seniority credits - twelve (12%) percent.
- After twenty-eight (28) year's accumulated seniority credits - fourteen (14%) percent.

Note: One year of seniority credits equals eighteen (18) months from the date of hire.

ARTICLE 14 - PROMOTIONS AND STAFF CHANGES

14.01 (a) That when a vacancy occurs or a new position is created within the bargaining unit, the Employer shall advertise the position on the designated employee bulletin boards located beside the two check-in clocks, for a minimum of one (1) week in order that persons covered by this agreement may be informed of the availability of the position. Interested applicants must submit their application directly to the Human Resources Department. **Temporary Full Time vacancies less than three (3) months need not be posted and shall be offered in order of seniority and based on qualifications. Should the temporary Full Time vacancy be extended beyond three (3) months, the position shall be posted immediately.**

14.01 (b) In determining the seniority of the applicants for the vacancy or new position, the formula for conversion of part-time seniority to full-time seniority as per 13.02 (b) shall apply.

- 14.02** That such notice shall contain the following information:
- Nature of Position
 - Qualifications
 - Required Knowledge and Education
 - Skills
 - Shift
 - Wage or Salary Rate or Range.
- 14.03** That the Union shall be notified of all appointments, hiring's, lay-offs, transfers, recalls, and terminations of employment as it affects employees covered by the said bargaining unit.
- 14.04** That an employee who has been incapacitated at his/her work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform his/her regular duties, may, providing he/she is qualified to and a vacancy exists in the employment referred to, be employed in other work which he/she can do, without regard to other seniority provisions of this agreement, except that such employee may not displace an employee with more seniority.
- 14.05** That the Employer will inaugurate and maintain a system of in-service training so that every employee shall have the opportunity of receiving training, if deemed necessary by the Employer. **Departmental Training may be scheduled outside of normal hours over and above the forty (40) hour work week and shall be paid in accordance with clause 17.02.**
- 14.06** When a vacancy or a new position has been filled, the successful incumbent shall be placed into the new position within six (6) weeks and additionally the applicant shall be placed on a trial period of two (2) months. If the successful applicant wishes to return to his/her former position, the employee will do so within twenty-five (25) calendar days in the new position and the Employer may have the applicant return to his/her previous position after twenty-five (25) calendar days in the new position. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/her former position without loss of seniority and former wage or former salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and former wage or former salary.

ARTICLE 15 - LAY-OFFS AND RECALLS

- 15.01** That in the event of a lay-off, employees shall be laid off in the reverse order of their seniority, provided employees retained are capable of performing the work available.

- 15.02** That no new employees will be hired until those laid off have been given an opportunity of reemployment if qualified for the existing vacancies.
- 15.03** (a) That the Employer shall notify employees who are to be laid off, at least five (5) working days before the lay-off is to be effective. If the employee has not had the opportunity to work the days as provided in this article, he/she shall be paid for the days for which work was not available.
- (b) In the event of a proposed lay-off of a permanent or long term nature, the Employer shall provide the affected employee(s) no less than ninety (90) days written notice of lay-off or pay in lieu thereof and Clause 13.05 5) shall apply.

ARTICLE 16 - HOURS OF WORK

- 16.01** That the normal daily hours of work shall be eight (8) hours per day, forty (40) hours per week, including meal time of thirty (30) minutes. The normal days per week shall be either five (5) days per week or four (4) days in one week and six (6) days the alternate week.
- 16.02** That days off for full-time employees shall be planned in such a way as to equally distribute free weekends over a reasonable period of time. For part-time employees, the Employer will endeavor to schedule every second or third weekend off.
- 16.03** The hours and days of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. This original work schedule will cover six (6) weeks. The President shall receive a copy of the original schedule. Part-time employees' schedules shall be subject to change.
- 16.04** That an employee reporting for work on his/her regular shift shall be paid his/her regular rate of pay, with a minimum of four (4) hours pay if he/she does not commence work.
- 16.05 a)** That all employees shall be permitted a fifteen (15) minute rest period both in the first half and the second half of a shift in an area made available by the Employer, it being understood that such rest period will commence and terminate from the time the employee leaves and returns to his/her work area. For shifts lasting between five (5) hours and seven (7) hours there will be one rest period of 20 minutes.
- 16.05 b)** Rest periods for eight-hour days and afternoon shifts for Registered Practical Nurses (RPNs) and Personal Support Workers (PSWs) will be consolidated into one (1) thirty (30) minute break.
- 16.06** Twenty-four (24) hours notice shall be given before change of shift. The affected employee shall receive a courtesy call notifying her/him of the change of shift. Failure to provide at least sixteen (16) hours rest between shifts which are being changed shall result in payment of overtime at established rates for any hours

worked during each normal rest period. Said changes shall be recognized for that shift only, and will not interfere with one's scheduled work week.

Forty-eight (48) hours' notice for the cancellation of a shift shall be given before the time the employee was to commence work. If the above specified notice is not provided, the employer shall pay the employee wages equal to the employee's regular rate for three (3) hours of work.

16.07 Part-time employees may be scheduled for up to sixty-four (64) hours bi-weekly in their respective classifications. Part-time shifts will be distributed equally among Part-time staff in the same classification. Non-scheduled shifts will be offered to part-time employees based on seniority in their respective classification.

If an employee is not offered a shift according to this clause, he/she will be offered the next available shift of equal hours within his/her respective classification.

Note: Part-time employees will not be scheduled more than six (6) shifts in a row.

16.08 If an employee is contacted after shift commencement, they shall be paid from the time the employee is assigned the shift until the end of the shift, provided the employee reports to work within one (1) hour of being assigned.

ARTICLE 17 - OVERTIME

17.01 That all time worked beyond the normal work day, the normal work week, or on a holiday, shall be considered as overtime.

17.02 That overtime rates shall apply for work as follows:

1. On a Regular Work Day - Time and one-half for all hours worked in excess of the regular work day.
2. On a Regularly Scheduled Day Off - Time and one-half.

17.03 That an employee who is called in and required to work outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rates.

17.04 Where extra shifts become available after the schedule is posted, they will first be offered on the basis of seniority to the regular part-time employees. It is understood that the Employer is not required to offer additional shifts to any employee that would result in overtime where there is a part-time employee available at straight time.

Where no part-time employee is willing to perform the work available, the shift will be offered to casual or students on the basis of seniority.

If all part-time, casual, students, and full-time staff are in a premium situation, the shift will be offered by seniority to the full-time employees, then by seniority to the part-time employees and then lastly to the casual or student employees.

Those on the "Qualified Employee" cross over list shall be assigned prior to assigning casual employees.

17.05 When it is determined that the Employer failed to comply with Article 17.04, by not offering an overtime opportunity to the most senior Full-Time or Part-Time available employee, the eligible employee shall receive payment of Fifty Dollars (\$50).

17.06 Full-Time and Part-Time employees can bank twenty-four (24) hours of overtime within one (1) calendar year. The employee shall provide the Employer seven (7) days' notice when requesting banked time off and shall be taken in eight (8) hour segments. The approval will be at the sole discretion of the Employer and such approval cannot create overtime.

When two (2) or more employees from the same classification request the same time or dates to use the banked overtime, seniority shall govern. Any unused banked overtime will be paid out effective December 1st. The employee must advise the Supervisor as to their intention with respect to payment of overtime before the overtime is accepted.

ARTICLE 18 - SHIFT WORK

18.01 a) Employees shall receive an additional One Dollar and Thirty-Cents (\$1.30) per hour for all hours worked between 2:30 p.m. and 6:30 a.m. Shift premiums shall apply in calculating overtime, vacation pay, sick leave, holidays and other fringe benefits.

b) Afternoon and night shifts shall be those which commence between 2:30 p.m. daily and 6:30 a.m. daily.

18.02 Weekend Premium

Employees shall be paid a weekend premium of an additional \$0.50/hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to the regular Shift Premium.

ARTICLE 19 - HOLIDAYS

19.01 That the Employer recognizes the following as paid holidays for full-time employees:

New Year's Day	January 2 nd
Family Day	Good Friday
Easter Monday	Victoria Day

Canada Day	Civic Holiday
Labour Day	National Day of Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

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

19.02 To be eligible for a paid holiday, full-time employees must work their scheduled day **before and after** the holiday, unless properly excused by the Employer or unless on vacation in order to be entitled to holiday pay.

19.03 The Employer shall provide that every full-time and part-time employee shall have off at least Christmas Day and Boxing Day or New Year's Day and the day after New Year's Day, alternating each year. The Employer shall post the holiday schedule by November 15th of each year.

During the Christmas and New Year's holiday period, management has the right to pre-schedule part-time employees in accordance with **Article 16.07**.

19.04 a) If a paid holiday as defined in 19.01 above falls on a Saturday, Sunday or day off, full-time employees shall be entitled to a day off, which shall be observed as the holiday. Such day off shall be taken before December 1st or shall be paid.

19.04 b) When a full-time employee calls in sick on a statutory holiday, the employee will be entitled to a lieu day provided the employee is not receiving the statutory holiday pay benefit from other sources.

19.05 All holidays as set out in Clause 19.01, shall be, for purposes of computing weekly overtime, as hours worked.

Example

If a holiday(s) as outlined in Clause 19.01 is/are observed during the work week, the work week then becomes a 32 or 24 hour work week, and all hours worked in excess of 32 or 24 hours shall be deemed as overtime and paid at one and one-half (1½) times his/her rate of pay, except where the time worked is in accordance with Clause 19.06.

19.06 On a Holiday - Full-time employees shall receive double time plus one day off with pay, said day to be taken at a time mutually agreeable to the Employer and employee.

Part-time employees will receive double time only since the lieu day is now part of the in lieu payment.

- (d) All remaining vacation not scheduled as per the above procedure shall be requested at least three (3) weeks in advance and will not supersede the approved April vacation schedule.

ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01** That sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under The Workers' Compensation Act.
- 21.02** That sick leave shall be earned by employees on the basis of one and one-half (1½) days for every month of service. An employee shall be entitled to an accrual of all the unused portion of sick leave for his/her future benefits.
- 21.03** When an employee is absent from work due to illness as defined in Clause 21.01, said absences will be deducted from his/her accrued sick leave credits as follows:
- a) Less than one-half a day - no deductions.
 - b) More than half a day and less than one full day - one-half day deduction.
 - c) A full day or more shall be deducted in proportion to the length to the absence.
- 21.04** That an employee may be required to produce a certificate from a qualified medical practitioner for any illness and shall be required to produce such certificate for all illnesses in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness. Medical certificates shall be produced for each twenty (20) working day period the employee is absent in order to be entitled to pay. If the Employer requests a medical certificate anytime within the first three (3) days of an illness, the Employer will pay for the cost of that certificate.
- 21.05** That when an employee is given leave of absence without pay for any reason (excluding maternity/parental and WSIB), or is laid off on account of lack of work and returns to work upon expiration of such leave of absence etc., he/she shall not receive sick leave credit for the period of such absence, but shall retain his/her cumulative credit, if any, existing at the time of such leave or lay-off, providing such lay-off does not extend beyond a twelve (12) month period.
- 21.06** That sick leave without pay may be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted.
- 21.07** A record of all unused sick leave will be kept by the Employer. Any employee is to be advised, on application of the amount of sick leave accrued to his/her credit.
- 21.08** That on severance after five (5) years of service, an employee having sick leave to his credit shall receive a salary grant in lieu thereof, equal to the maximum allowable for all such credits under The Municipal Act at the rate of pay effective

immediately prior to severance or termination. In the event of death, all accrued sick leave shall be paid in the form of a cash bonus to the employee's estate.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.01** Upon request of the Union, the Employer agrees to allow leave of absence with pay and without loss of seniority to any two (2) members for the CUPE National Convention and to two (2) members for the CUPE Ontario Division, provided that the total overall leaves concerned do not exceed four (4) weeks.
- 22.02 a)** That upon written request, the Employer shall grant leave of absence without pay and loss of seniority so that employees may be candidates in a federal, provincial, or municipal election.
- b)** Upon no less than two (2) weeks notice to the Employer, an employee elected or appointed to represent the local Union at Union functions shall be granted leave of absence with pay. The Employer will invoice the Union for said wages and benefits. Requests will be approved based on the operational requirements of the Golden Manor.
- 22.03** That any employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority by the Employer, for a period of up to one (1) year. Such leave may be renewed each year on request, during his/her term of office, and the Employer shall be given written notice at least thirty (30) days in advance.
- 22.04 a)** That a Full-Time employee shall be granted **five (5) regularly scheduled consecutive workdays' leave commencing the day after the death without loss of regular salary or wages for the death of a parent, current spouse or fiancé(e), child and child of spouse, and Three (3) regularly scheduled consecutive workdays' leave commencing the day after the death without loss of regular salary or wages for the death of a brother, sister, mother-in-law, father-in-law, former guardian or grandparents, grandchild, stepmother, and stepfather. One (1) day for sister-in-law, brother-in-law, son-in-law, and daughter-in-law.**
- 22.04 b)** That a Part-time employee shall be granted paid bereavement leave, said leave being those scheduled workdays, which occur **five (5) days commencing the day after the death of a parent, current spouse or fiancé(e), child and child of spouse and three (3) days for the death of a brother, sister, mother-in-law, father-in-law, former guardian or grandparents, grandchild, stepmother, and stepfather. One (1) day for sister-in-law, brother-in-law, son-in-law, and daughter-in-law.** The work schedule applicable for days off with pay shall be that which was in effect twenty-four (24) hours prior to the request made for bereavement leave with pay.
- 22.04 c)** The Employee will be allowed to save one (1) day to attend the memorial service, proof of memorial service date will be required.

22.05 That wages or salaries for time lost due to compulsory quarantine shall be paid to employees when certified by a medical officer.

22.06 a) That upon written request, leave of absence without pay and without loss of seniority may be granted for pregnancy/parental as per the Employment Standards Act as amended, provided there is certification by a legally qualified medical practitioner, that such need exists. The commencement of said leave shall be determined in accordance with the provisions of The Employment Standards Act. The employee returning to work after pregnancy/parental leave, shall provide the Employer with at least two (2) weeks' notice. On return from pregnancy/parental leave the employee will be placed in a position consistent with seniority provisions of this agreement. It is understood that if the employee engages in other gainful employment during such leave, his/her seniority rights shall be forfeited. If a qualified medical practitioner certifies that a pregnant employee should commence leave earlier than that required by The Employment Standards Act, the Employer shall grant such additional leave as may be necessary.

22.06 b) Upon confirmation by the Human Resources Skills and Development of Canada of the appropriateness of the City's Supplementary Employment Benefits (SEB) Plan, an employee who is on pregnancy leave as provided under this agreement, who has been employed for a period of ten (10) months, and who is in receipt of Employment Insurance, pregnancy/parental or adoption leave benefits pursuant to The Employment Insurance Act, as amended, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty (80%) percent of his/her regular weekly earnings and the sum of his/her weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week employment insurance waiting period, and receipt by the City of the employee's employment insurance cheque stub as proof that he/she is in receipt of employment 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 his/her regular hourly rate on his/her last day worked prior to the commencement of the leave, times his/her normal weekly hours. Payments received by the employee 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 this plan.

This section is applicable to full-time employees only.

22.06 (c) The above benefits shall be provided by the Employer in accordance with The Employment Standards Act, as amended.

22.07 That the Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or is subpoenaed as a witness in a legal proceeding. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/her receives for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

- 22.08** That leave of absence without pay and without loss of seniority may be granted to allow employees time to write examinations to improve qualifications in the service.
- 22.09** Once vacation and banked time has been exhausted, the Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Administrator or Designate. Such approval shall not be withheld unjustly.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

- 23.01** That the Employer shall pay salaries and wages bi-weekly in accordance with Schedules "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his/her wages and deductions.
- 23.02** That part-time, temporary and casual employees, shall receive the wage rates specified in this agreement according to their hours of work and seniority status.
- 23.03** That when an employee temporarily substitutes in, or performs the principal duties of a higher paying position at a flat rate of pay, for a period of one (1) day or more, he/she shall receive the rate for the job. When an employee temporarily substitutes in, or performs the principal duties of a higher paying position for which a salary range has been established, for a period of one (1) day or more, he/she shall receive the rate in the salary range which is next higher to his/her previous rate. When an employee is assigned to a position paying a lower rate, his/her rate shall not be reduced. Employees performing as Adjuvant shall be paid the appropriate rate if it is a higher paying position, starting from the first day the duties are assigned.
- 23.04** Employees utilizing their personal vehicle to perform Golden Manor business shall be paid a kilometer rate as per the City of Timmins Vehicle Allowance Policy.
- 23.05** Where an employee's shift is extended by two (2) hours or more beyond their scheduled shift, the employee will be provided with a meal ticket to be used during the said shift.
- 23.06** That when an employee is called in to work between 12:00 p.m. (midnight) and 7:00 a.m., or if an overtime or work period ends during this time, transportation to and from the home of such employee shall be provided by the Employer.
- 23.07** That the Employer shall pay the full cost of any course of instruction required and authorized by the Administrator for an employee to better qualify himself/herself to perform his/her job. Payment shall be made on successful completion of the course.

ARTICLE 24 - JOB CLASSIFICATION AND RATE CLASSIFICATION

- 24.01** That when any position not covered by Schedules "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union, and if the parties are unable to agree on the rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration if required. The new rate shall become retroactive to the time the position was first filled by an employee. The Arbitration Board shall have full power to make any decision in regards to remunerations, which is just and equitable in its opinion in order to resolve the parties' grievance.

ARTICLE 25 - HEALTH BENEFITS**25.01** **Pension Plan**

All full-time employees will participate and all eligible part-time employees may participate in the Ontario Municipal Employees Retirement System (OMERS). The Employer and the employee shall make contributions in accordance with the provisions of the plan.

- 25.02** That after an employee has completed three (3) months of consecutive employment, the Employer shall pay one hundred (100) percent of the premium for a group life insurance plan, which provides that all full-time employees shall be insured for Seventy Thousand (\$70,000) Dollars.

- 25.03** That an employee prevented from performing his/her regular work with the Employer on account of an occupational accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of The Compensation Act, shall receive from the Employer the top up payment for the difference between the normal full amount payable with the Workplace Safety & Insurance Board and his/her regular salary, and this top up payment is to be deducted from his/her sick leave credits. The employee shall not profit in any way from the Employer paying the difference between regular earnings and the WSIB payment.

- 25.04 (a)** A drug prescription plan which provides for payment of drugs prescribed in writing by a qualified medical practitioner. The City or its Carrier will pay the dispensing fee equal to the greater of Ten Dollars (\$10.00) or the lowest dispensing fee in the City of Timmins for each prescription.

- (b)** The Corporation agrees to provide drug plan coverage and optical plan coverage to those employees who retire at age fifty-five (55) whose normal retirement age is sixty-five (65) and who have completed thirty (30) years' service, provided they do not have coverage through an alternate plan. The Corporation further agrees to provide drug plan coverage and optical coverage to those employees who retire at age sixty (60) whose normal retirement age is sixty-five (65) provided they do not have coverage through an alternate plan.

25.05 The Employer shall pay one hundred (100) percent of the premium costs to provide a dental plan equivalent to Blue Cross Plan 7 with Riders 1 and 2. Recall examinations shall be twelve (12) months except for children under twelve (12) years of age where the dental recall examination period shall be nine (9) months.

25.06 The Employer shall pay one hundred (100) percent of the premium cost necessary to provide a long term disability plan which provides payment of 66 2/3 percent of regular salary to a maximum of **Three-Thousand (\$3,000) Dollars** per month with a twenty-six (26) week waiting period, subject to the terms and conditions outlined in the master plan between the Corporation and the Carrier which stipulates that benefits ends at age 65 or when the Employee has reached an unreduced pension as defined by OMERS.

25.07 **Optical Plan**

Effective on the date of ratification of the Collective Agreement the Employer shall institute and pay one hundred (100) percent of the premium for an Optical Plan and for eye examination that an employee, his/her spouse and/or each of his/her dependents may each obtain eye glasses etc., up to a cost not to exceed **Four-hundred and fifty (\$450.00) Dollars** each in a two (2) year period.

25.08 The Employer shall pay one hundred (100) percent of the premium cost of all benefits outlined in Article 25, with the exception of the Canada Pension Plan and the Ontario Municipal Employees Retirement System Plan, for the first two (2) years a member is in receipt of LTD benefits.

25.09 **Health Examinations**

When required by the Employer, the employees will submit to a medical examination performed by a legally qualified medical practitioner, inoculations, vaccinations, and chest x-rays at the Employer's expense. The employees agree, without limiting the generality of the foregoing, to submit to any examination required from time to time according to The Homes for the Aged and Rest Homes Act, Public Hospitals Act, R.S.O. 1970, Chapter 378, and amendments thereto, and/or regulations passed there under.

25.10 The Employer shall pay one hundred (100) percent of the premium for semi-private hospital care of all permanent employees.

25.11 **Change of Benefit Carrier**

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Upon request by the Union, the Employer shall provide to the Union full specification of the benefit program contracted for and in effect for employees covered herein.

ARTICLE 26 - TECHNOLOGICAL AND OTHER CHANGES

26.01 It shall be the policy of the Employer to endeavour to place in other positions any permanent service employees who may be displaced by technological improvements in the operation of the Employer's administration and operation.

ARTICLE 27 - UNIFORMS AND CLOTHING ALLOWANCE

- 27.01** The Employer shall pay **One-hundred (\$100.00) Dollars** as a uniform allowance annually for uniforms required to be worn on duty. As and when required, employees shall be supplied with rubber boots and gloves. The uniform allowance shall be paid on the first pay of October every year.
- 27.02** The Employer shall pay for safety footwear to each employee classified as Maintenance Person I, **Maintenance Leader** and Maintenance Person II, at a cost not to exceed **Two-hundred (\$200.00) Dollars** every two (2) years. Maintenance employees will be entitled to this benefit provided they have successfully completed their probationary period. The allowance for new maintenance employees will be pro-rated based on the amount of time remaining in the two (2) year cycle.

ARTICLE 28 - BULLETIN BOARDS

- 28.01** There shall be three designated bulletin boards for employees, said board to be located centrally and used for all Employer to employee notices, vacation lists, etc., and which may be used for notices of Union meetings and such other notices as may be of interest to employees.

ARTICLE 29 - GENERAL

29.01 **Retroactivity**

The wage increases of **April 1, 2021** shall be fully retroactive for all employees and those former employees who have since left the employ of the Home. Former employees shall be notified of their entitlement by the Employer and shall then have thirty (30) days from the date of notification to claim such adjustment. Retroactive payments to employees presently employed shall be made no later than thirty (30) days from the execution of this agreement. Failure to do so may result in the payment of interest from that date.

29.02 **No Contracting Out**

The employer shall not contract out any work normally performed by bargaining unit employees, if such contracting out results in the layoff of, or in the reduction in the regular number of hours of work of any employee in the bargaining unit.

29.03 **Personnel Records**

- (a)** An employee shall have the right upon giving reasonable notice to have access to and review his/her personnel record.
- (b)** No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

- (c) An employee shall have the right to make copies of any material contained in his/her personnel record.

ARTICLE 30 - TERM OF AGREEMENT

- 30.01 That this agreement shall be binding and remain in effect from April 1, 2021 to March 31, 2025 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the 31st day of March, 2025 that it desires its termination or amendment.
- 30.02 Any changes deemed necessary by this agreement may be made by mutual agreement at any time during the existence of this agreement.
- 30.03 Where such notice requests revisions only, both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

IN WITNESS WHEREOF the parties have hereunder set this hands and seals this 17 day of December, 2021.

Signed on behalf of:

Signed on behalf of:

THE CANADIAN UNION OF PUBLIC EMPLOYEES & ITS LOCAL 1140

THE CORPORATION OF THE CITY OF TIMMINS

Stephano McLean

Duh

Michelle Skoffe

[Signature]

Nancy Dwyer

David Hall

Annie Lyer

Gordon Robertson

Storia Edwards

Chris Harest

SCHEDULE A

LOCAL 1140 CUPE - APRIL 1, 2021 (wage rate increase - 1.7%)			
POSITION	START	6 MONTHS	12 MONTHS
Cook 1 - plus \$1.50/hr responsibility pay for weekends and holidays	\$ 23.51	\$ 24.05	\$ 24.91
Dietary Aide	\$ 22.39	\$ 22.85	\$ 23.40
Adjuvant	\$ 24.08	\$ 24.69	\$ 25.44
Maintenance Leader	\$ 26.86	\$ 27.29	\$ 28.27
Maintenance Person I	\$ 24.72	\$ 25.15	\$ 26.14
Maintenance Person II	\$ 22.01	\$ 22.45	\$ 23.40
Housekeeping/Laundry Aide Leader	\$ 24.29	\$ 24.92	\$ 25.56
Housekeeping/Laundry Aide	\$ 22.39	\$ 22.85	\$ 23.40
Registered Practical Nurse	\$ 30.14	\$ 30.75	\$ 31.44
Health Care Aide/Personal Support Worker	\$ 23.06	\$ 23.51	\$ 24.56
Day Care Worker	\$ 22.47	\$ 22.93	\$ 23.39
Maintenance Student	\$ 15.00		
Resident Support Aides	\$ 17.80		

LOCAL 1140 CUPE - APRIL 1, 2022 (wage rate increase - 1.7%)			
POSITION	START	6 MONTHS	12 MONTHS
Cook 1 - plus \$1.50/hr responsibility pay for weekends and holidays	\$ 23.91	\$ 24.46	\$ 25.33
Dietary Aide	\$ 22.77	\$ 23.24	\$ 23.80
Adjuvant	\$ 24.49	\$ 25.11	\$ 25.87
Maintenance Leader	\$ 27.32	\$ 27.75	\$ 28.75
Maintenance Person I	\$ 25.14	\$ 25.58	\$ 26.58
Maintenance Person II	\$ 22.38	\$ 22.83	\$ 23.80
Housekeeping/Laundry Aide Leader	\$ 24.70	\$ 25.34	\$ 25.99
Housekeeping/Laundry Aide	\$ 22.77	\$ 23.24	\$ 23.80
Registered Practical Nurse	\$ 30.65	\$ 31.27	\$ 31.97
Health Care Aide/Personal Support Worker	\$ 23.45	\$ 23.91	\$ 24.98
Day Care Worker	\$ 22.85	\$ 23.32	\$ 23.79
Maintenance Student	\$ 15.00		
Resident Support Aides	\$ 18.10		

LOCAL 1140 CUPE - APRIL 1, 2023 (wage rate increase - 1.7%)			
POSITION	START	6 MONTHS	12 MONTHS
Cook 1 - plus \$1.50/hr responsibility pay for weekends and holidays	\$ 24.32	\$ 24.88	\$ 25.76
Dietary Aide	\$ 23.16	\$ 23.64	\$ 24.20
Adjuvant	\$ 24.91	\$ 25.54	\$ 26.31
Maintenance Leader	\$ 27.78	\$ 28.22	\$ 29.24
Maintenance Person I	\$ 25.57	\$ 26.01	\$ 27.03
Maintenance Person II	\$ 22.76	\$ 23.22	\$ 24.20
Housekeeping/Laundry Aide Leader	\$ 25.12	\$ 25.77	\$ 26.43
Housekeeping/Laundry Aide	\$ 23.16	\$ 23.64	\$ 24.20
Registered Practical Nurse	\$ 31.17	\$ 31.80	\$ 32.51
Health Care Aide/Personal Support Worker	\$ 23.85	\$ 24.32	\$ 25.40
Day Care Worker	\$ 23.24	\$ 23.72	\$ 24.19
Maintenance Student	\$ 15.00		
Resident Support Aides	\$ 18.41		

LOCAL 1140 CUPE - APRIL 1, 2024 (wage rate increase - 1.7%)			
POSITION	START	6 MONTHS	12 MONTHS
Cook 1 - plus \$1.50/hr responsibility pay for weekends and holidays	\$ 24.73	\$ 25.30	\$ 26.20
Dietary Aide	\$ 23.55	\$ 24.04	\$ 24.61
Adjuvant	\$ 25.33	\$ 25.97	\$ 26.76
Maintenance Leader	\$ 28.25	\$ 28.70	\$ 29.74
Maintenance Person I	\$ 26.00	\$ 26.45	\$ 27.49
Maintenance Person II	\$ 23.15	\$ 23.61	\$ 24.61
Housekeeping/Laundry Aide Leader	\$ 25.55	\$ 26.21	\$ 26.88
Housekeeping/Laundry Aide	\$ 23.55	\$ 24.04	\$ 24.61
Registered Practical Nurse	\$ 31.70	\$ 32.34	\$ 33.06
Health Care Aide/Personal Support Worker	\$ 24.26	\$ 24.73	\$ 25.83
Day Care Worker	\$ 23.64	\$ 24.12	\$ 24.60
Maintenance Student	\$ 15.00		
Resident Support Aides	\$ 18.72		

NOTE 1 Part-time, temporary and casual employees shall be paid at the appropriate scale for their classifications based on the equivalent of twelve (12) months of service equals six (6) months service for salary progression purposes and twenty-four (24) months of seniority equals twelve (12) months of service for salary progression purposes.

NOTE 2 Increments are effective on the anniversary date or if position has been changed.

NOTE 3 When an employee is promoted to a higher rated classification as listed on Schedule "A" or amendments thereto he/she shall be paid the appropriate scale for the position that is consistent with his/her seniority but the rate shall not be less than he was paid in his/her prior lower rated classification.

NOTE 4 Registered Nursing Assistants designated to perform the work of Adjuvant shall retain their rate of pay until such time as certified as an Adjuvant.

NOTE 5 The Maintenance Student rate of pay will not be subject to the annual economic increases. The Maintenance Student may be utilized to perform the duties of the Maintenance 2 position on an incidental basis.

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 1140

AND

THE CORPORATION OF THE CITY OF TIMMINS

RE: SENIORITY LIST

Whereas CUPE Local 1140 and the City of Timmins agree to the following procedure when new employees are added to the seniority list.

Effective the date of the signing of this Letter of Understanding the seniority list will be managed in the following manner:

1. In regards to existing employees hired on the same date, the present seniority list will remain as is and employees hired on the same date will be listed on the seniority list in alphabetical order utilizing their last names;
2. Effective the date of the signing of this Letter of Understanding and going forward, employees hired on the same date will be placed on the seniority list based on the amount of shifts worked during the individual's probationary period. The employee with the most shifts worked during the probationary period will be listed first. Refused shifts will not be counted for this particular exercise.
3. The probationary period for the purpose of this agreement is considered as six (6) months from the date of hire.
4. It is agreed that both the Full-Time Seniority list and the Part-Time seniority list dated March 4th, 2008 are accurate and are the official seniority lists going forward.

5. This Letter of Understanding supercedes any language, which may have been negotiated in regards to the placement of new employees on the seniority list.

DATED AT TIMMINS, ONTARIO THIS 20th DAY OF OCTOBER 2021.

CUPE LOCAL 1140

THE CORPORATION OF
THE CITY OF TIMMINS

[Handwritten signature]

Annie Lyer

Stephanie McLean

[Handwritten signature]

Nancy Roy

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

G. N. P. Lebrun

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 1140

AND

THE CORPORATION OF THE CITY OF TIMMINS

RE: WORK PERFORMED BY "QUALIFIED EMPLOYEES"

WHEREAS, the parties mutually agree to enter into a Letter of Understanding in order to allow employees to pick up available shifts outside of their respective classifications provided the following criteria is met:

1. It is understood that employees utilized outside of their own classification will hold the necessary qualifications to perform the work required;
2. It is agreed that "qualified employees" will not be utilized until such time as the Employer has offered the available shift to all employees who hold the classification to pick up the available shift;
3. Should no employee holding the classification in question be available to pick up the shift, the shift will be offered to the most senior employee qualified to perform the work;
4. They Parties agree that a "qualified employee" is one who holds the necessary mandatory educational qualifications and one who has performed the work in question in the past four (4) years. If such work has not been performed in the past four (4) years, the employee will require re-orientation approved by the Director of Care and in accordance with the requirements under Section 47 of the Long-Term Care Homes Act, 2007
5. This Letter of Understanding will be in effect for the duration of the term of the collective agreement.

DATED AT TIMMINS, ONTARIO THIS 20th DAY OF OCTOBER 2021.

CUPE LOCAL 1140

THE CORPORATION OF THE
CITY OF TIMMINS

[Handwritten signature]

[Handwritten signature]

Annie Loyer

[Handwritten signature]

[Handwritten signature]

Wanda Holt

[Handwritten signature]

[Handwritten signature]

Nancy Loyer

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 1140

AND

THE CORPORATION OF THE CITY OF TIMMINS

RE: HOURS OF WORK – PART-TIME PERSONAL SUPPORT WORKERS (PSW)

WHEREAS the parties agree that a critical shortage of available Personal Support Workers (PSWs) has increasingly affected the Homes ability to provide a high level of care to the residents of the Golden Manor Home for the Aged;

AND WHEREAS this shortage of available Personal Support Workers has increasingly imposed a greater demand on existing staff to ensure the quality of their services to our residents;

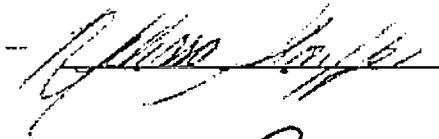
1. The parties agree to temporarily adjust the Part-Time Personal Support Workers schedule in an effort to alleviate these problems on the following basis:
2. It is agreed by the parties that Article 16.07 of the collective agreement will be adjusted to provide the ability of Administration to pre-schedule Part-time employees for Seventy Two (72) or Eighty (80) hours bi-weekly.
3. Those Part-Time PSWs scheduled on the above mentioned pre-schedule will be based on a volunteer basis only where the Personal Support Worker will make it known to Administration if they are willing to accept the new schedule.
4. Those Part-Time PSWs not wishing to participate in the new schedule will continue to be scheduled as per Article 16.07 of the collective agreement.

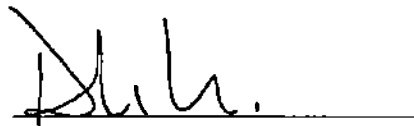
5. This Letter of Understanding is mutually agreed to by the Union and the Employer without prejudice or precedence.
6. The parties agree that an extension of this schedule will be renewed annually in January of each year.

DATED AT TIMMINS, ONTARIO THIS 20th DAY OF OCTOBER 2021.


CUPE LOCAL 1140

THE CORPORATION OF
THE CITY OF TIMMINS

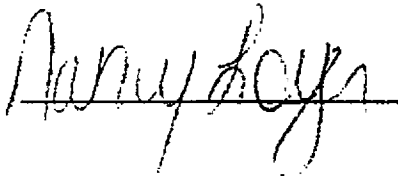

Annie Loyer













LETTER OF UNDERSTANDING**BETWEEN****CUPE LOCAL 1140****AND****THE CORPORATION OF THE CITY OF TIMMINS****RE: 12 HOUR SHIFT SCHEDULE – DIETARY DEPARTMENT**

The parties agree to implement a 12 hour shift schedule for the Dietary Aide on the following basis:

1. Employees affected by this schedule change will be all Full-Time and all Part-Time Dietary Aides save and except one Dietary Aide position which remains on the eight (8) hr shift schedule. The position of Cook will be exempt from this schedule.

The normal daily shift is twelve (12) consecutive hours, 7:00 a.m. to 7:00 p.m., which includes two paid thirty (30) minute breaks and one paid fifteen (15) minute break. The breaks shall be scheduled to ensure they do not interfere with the serving of food to residents or the operation of the kitchen. Shift start time and end time will be reviewed and potentially changed if the maximum efficiencies of the department are not being met.

Included as part of the 12 Hour Shift Schedule is the need to have one Part Time Dietary Aide position scheduled on the eight (8) hour schedule. This eight (8) hour shift will be rotated amongst the Part Time Dietary Aides and changes associated with this Letter of Understanding will not be applicable when working this particular shift schedule.

All employees (Full-Time and Part-Time) working a twelve (12) hour shift will be paid at regular time for all twelve hours. Hours worked beyond their twelve (12) hour shift will be paid as per the overtime provisions of Article 17 of the collective agreement.

Full-Time Employees Only

2. The hours of work for Full-Time employees will consist of three (3) pay periods of eighty four (84) hours per employee and one (1) pay period of eighty (80) hours over the course of an eight (8) week schedule.

The Full-Time employees will bank four (4) hours per pay period, which will then be utilized to provide one (1) day off with pay during the course of their eight (8) week schedule.

Statutory Holidays as provided in Article 19 for Full-Time employees will be banked at eight (8) hours or twelve (12) hours (scheduled twelve (12) hour shifts only) and will be utilized to provide one (1) day off with pay during the course of their eight (8) week schedule. Full-Time employees working on the Statutory Holiday will be paid double time for all hours worked.

All provisions of the collective agreement, which provides for paid time off including vacation, statutory holidays and sick leave for Full-Time employees shall be prorated based on the twelve (12) hour schedule (i.e.: one vacation day as per the collective agreement will equal 1.5 days or 12 hours of vacation for those on the 12 Hour Shift Rotation). Bereavement leave will be paid based on the employee's working day for the days in question.

3. The parties agree without prejudice that for the term of this Letter of Understanding, the following will apply for the 12 Hour Shift Schedule:

Scheduling

- 12 Hour Shift schedules and days off will be posted at least two (2) weeks in advance and cover an eight (8) week period
- No more than three (3) consecutive days of work will be scheduled.
- At least twelve (12) hours of time off will be scheduled between shifts.
- Part-Time employees only

The regular hours of work for Part-Time employees of the Dietary Department shall be based on eighty four (84) hours per pay period. There shall be equal distribution of all part-time shifts in an eight (8) week schedule.

Where extra shifts become available after the schedule is posted, they will first be offered on the basis of seniority to regular part-time employees. It is understood that the Employer is not required to offer additional shifts to any employee that would result in premium pay where there is a part-time employee available at straight time.

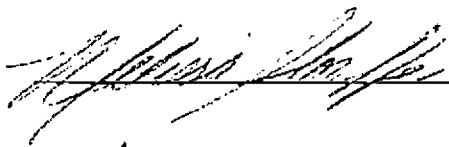
4. Shift premium as established under Article 18 of the collective agreement will not apply as all employees, Full-Time and Part-Time, will be working steady day shift.

- 5. It is understood that Part-Time employees will continue to receive the in lieu provisions as established under Article 13.06 and 13.07 of the collective agreement.
- 6. This Letter of Understanding is mutually agreed to by the Union and the Employer without prejudice or precedence.

DATED AT TIMMINS, ONTARIO THIS 20th DAY OF OCTOBER, 2021.

CUPE LOCAL 1140

THE CORPORATION OF THE
CITY OF TIMMINS



Annie Loyer

Stephanie McLean

Diana Edwards

Janey Dyer

Dulu.

S. J. D.

David Hart

G. M. E. Richardson

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 1140

AND

THE CORPORATION OF THE CITY OF TIMMINS

RE: 12 HOUR SHIFT SCHEDULE – PERSONAL SUPPORT WORKERS (PSW)

The parties agree to implement a twelve (12) hour shift schedule for the Personal Support Workers in addition to the existing eight (8) hour schedule on the following basis:

1. Those wishing to work on the twelve (12) hour shift schedule will be selected on the basis of seniority as per Article 13. 01 of the collective agreement.
2. It is agreed that those working the twelve (12) hour shift schedule will work no more than eighty (80) hours in a pay period and will work no more than sixty (60) hours in one week.
3. The twelve (12) hour shift schedule will consist of six (6) twelve hour shifts and one (1) eight hour shift in a pay period and will rotate from dayshift to night shift.
4. Those working the twelve (12) hour shift, 6:30 a.m. to 6:30 p. m., or 6:30 p.m. to 6: 30 a.m., will include two paid thirty (30) minute breaks and one paid fifteen (15) minute break. The breaks shall be scheduled to ensure the needs of our residents are met. Shift start time and end time will be reviewed and potentially changed if the maximum efficiencies of the department are not being met.
5. The twelve (12) hour shift schedule shall consist of no more than three (3) consecutive working days and will provide twelve (12) hours rest between scheduled shifts.
6. All employees (Full-Time and Part-Time) working a twelve (12) hour shift will be paid at their regular rate of pay for all hours. Hours worked beyond their twelve (12) hour shift will be paid as per the overtime provisions of Article 17 of the collective agreement.
7. It is understood that the twelve (12) hour shift schedule and days off will be posted at least two (2) weeks in advance and cover a six (6) week period.

8. Statutory Holidays as provided in Article 19 for Full-Time employees will be banked at twelve (12) hours or eight (8) hours and will be utilized as per Article 19.04a) of the collective agreement. Employees working on the Statutory Holiday will be paid as per Article 19.06 of the collective agreement.
9. All provisions of the collective agreement, which provides for paid time off including vacation, statutory holidays and sick leave for Full-Time employees shall be prorated based on the twelve (12) hour schedule (i.e.: one vacation day as per the collective agreement will equal 1.5 days or 12 hours of vacation for those on the 12 hour shift rotation). Bereavement leave will be paid based on the employee's working day for the days in question.
10. Shift premium, for those working the twelve (12) hour shift schedule will apply only for the night shift.
11. It is also agreed that Part Time employees will be scheduled no more than sixty four (64) hours per pay period.
12. Where extra shifts become available after the schedule is posted, they will first be offered on the basis of seniority to regular part-time employees. It is understood that the Employer is not required to offer additional shifts to any employee that would result in premium pay where there is a part-time employee available at straight time.
13. It is understood that Part-Time employees will continue to receive the in lieu provisions as established under Article 13.06 and 13.07 of the collective agreement.
14. This Letter of Understanding is mutually agreed to by the Union and the Employer without prejudice or precedence.

DATED AT TIMMINS, ONTARIO THIS 21ST DAY OF OCTOBER, 2021.

CUPE LOCAL 1140



THE CORPORATION OF THE CITY OF TIMMINS

Alison Kupper

Duh.

Annie Loyer

SD

Stephane-McLean

David Hatt

Sharon Edwards

G. N. Lebrun

Nancy Loyer