

COLLECTIVE AGREEMENT

BETWEEN

THE CORPORATION OF THE CITY OF

AND

**THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1792**

TERM: APRIL 1. 2021 TO MARCH 31. 2025



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WHEREAS the Corporation and the Union have mutually agreed to enter into and execute an agreement as hereinafter set forth; and

WHEREAS it is the purpose of both parties to this Agreement...

- i) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- ii) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- iii) to encourage efficiency in operations;
- iv) to promote morale, well-being and security of all employees in the bargaining unit of the Union;

NOW THEREFORE the Corporation and the Union hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 Any and all references to the word "Union" throughout this Agreement shall be taken to mean the Canadian Union of Public Employees and its' Local 1792.

1.02 Status of Employees

(a) Full-Time Employee

An employee who is employed for more than twenty-four (24) hours per week on a continuing basis, shall be deemed to be a full-time employee.

(b) Part-Time Employee

- i) An employee who is regularly employed for twenty-four (24) hours or less per week, shall be deemed to be a part-time employee.
- ii) A part-time employee who at times may be required to substitute for a full-time employee, on a temporary basis, shall retain their status as a part-time employee for the purpose of this agreement.

(c) Student Employee

A student is defined as an employee hired during the school summer vacation period and who is attending school on a full-time basis either secondary or post-secondary and who has indicated in writing to the Employer that they will be returning to school at the end of the summer vacation period. A student employee who has returned to school at the end of the summer vacation period, may be utilized during the Christmas vacation period commencing on approximately December 15th and ending on approximately January 5th not to exceed twenty (20) days. Student employees shall be entitled to all rights and privileges of the collective agreement except for articles 10,11,12,13,18,19, 20, 21 & 23.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01 The Union recognizes the management function of the Employer and the direction of working forces are fixed exclusively in the Employer, and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees, provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) make and enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees not inconsistent with the provisions of this Agreement.

These rights shall not be exercised in a manner inconsistent with the express provisions of this Agreement.



ARTICLE 3 - RECOGNITION AND NEGOTIATION

3.01 The Employer recognizes the Canadian Union of Public Employees and its Local #1792 as the sole and exclusive collective bargaining agent for all employees of the Corporation of The City of Cornwall in its Long Term Care Home in Cornwall, save and except professional and medical staff, graduate nursing staff, undergraduate nurses, Supervisors and persons above the rank of Supervisor, technical personnel and the secretary to the Administrator.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit, excepting residents performing minimal services, shall not work on any jobs which are included in the bargaining unit, unless it is for the purpose of instruction, experimenting, or in emergencies, and provided that the act of performing the aforementioned does not in itself reduce the hours of pay of any employee within the bargaining unit.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or the employee's representatives which may conflict with the terms of this collective agreement.

3.04 Application of Agreement Provisions

The provisions of this agreement shall be applicable to all employees within the bargaining unit, including part-time and student employees, unless otherwise specified or excluded

3.05 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Nursing Home, its employees and the residents.

ARTICLE 4 - DISCRIMINATION/HARASSMENT

- 4.01 There shall be no discrimination, interference, restriction, coercion or sexual harassment exercised or practiced by either party with respect to any employee of the Home.

As defined in the Ontario Human Rights Code, there shall be no discrimination or harassment exercised or practiced by either party with respect to any employee of the Home by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap.

- 4.02 Harassment of any employee is recognized as a form of discrimination and may be the subject of a grievance using the procedures set out in Article 7.

For the purpose of this Article, harassment is defined under two headings, sexual harassment and personal harassment.

(a) Sexual Harassment

Sexual Harassment is deliberate or repeated unsolicited verbal comments, questions, representation or physical contact of a sexual nature, that are unwelcome to the recipient, and can be attributed to both males and females.

Sexual harassment includes any persistent comment, gesture or contact of a sexual nature which has the purpose, or the effect of creating an intimidating, humiliating or uncomfortable work environment; any implied or expressed condition or promise for complying with a sexually oriented request; and implied or expressed threat of reprisal by a person in a position to confer, grant or deny a benefit or advancement for refusal to comply with a sexually oriented request.

Sexual harassment shall be considered to have taken place where the person making the solicitation or advance knows or ought reasonably know that it is unwelcome.

Acceptable social banter may not be construed as sexual harassment. However, individual tolerance of such behaviour varies among employees. Accordingly good judgement must be exercised.

(b) Personal Harassment

Personal Harassment is unwarranted behaviour by an individual directed towards another individual who perceives it to be objectively offensive. This behaviour may impair an individual's job performance, or may unjustly threaten the economic livelihood of the person. It may involve the misuse of authority or position to undermine, sabotage or otherwise improperly interfere with the career of an individual.

It can also include offensive or discriminating behaviour directed towards an individual on the basis of any of the prohibited grounds outlined in the Ontario Human Rights. These include race, colour, ethnic origin, ancestry, citizenship, creed, age, sexual orientation, handicap, marital and family status.

Managers' proper exercise of the responsibilities related to job activities, including criticism of work relative to on-going performance, does not constitute harassment.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT5.01 All Employees to be Members

All employees within the bargaining unit shall, as a condition of continued employment, become members in good standing of the Union on date of hire.

ARTICLE 6 - CHECK-OFF UNION DUES6.01 Check-Off Payments

- a) The Employer will deduct from the earnings of an employee; such regular monthly union dues as may be established by the Union. Such deductions shall commence on the first pay period following the date of hire. The Union shall advise the Employer of the amount to be deducted and the Employer shall not be responsible for any retroactive adjustments.
- b) The Employer will, provided he is notified of the amount applicable thereto, deduct the sum required by the Union as an initiation fee at the commencement of employment.

6.02 Deductions

Deductions shall be made from the first payroll of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the last day of the month, accompanied by a list of the names of the employees from whose wages the deductions have been made, together with any notified change of address for any such employees, and hours worked by part-time employees during the month previous to such deductions.

6.03 Arrears

The Employer will deduct from an employee's earnings, in such instalments as may be mutually agreed upon, any Union dues which may be owing for prior employment, provided the employee concerned authorizes such payroll deduction in writing.

ARTICLE 7 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer shall, during general orientation, give the opportunity to the appropriate steward, to meet with the employees and provide them with a copy of the collective agreement.

7.02 Interviewing Opportunity

The Employer shall provide the appropriate steward with leave, not to exceed fifteen (15) minutes, from regular employment responsibilities for the purpose of reviewing the provisions of the collective agreement with newly hired employees and to be done at such time and place as may be determined by the Employer



ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties arising out of this agreement, or incidental thereto, shall pass to and from the Administrator of the Home and the Secretary of the Union, with the exception of notices under Article 29. Notices under Article 29 which are initiated by the Union shall be sent to the Manager of Human Resources; and notices which are initiated by the Employer shall be sent to the National Representative of the Union, with copies thereof being sent to the Administrator of the Home and the Secretary of the Union,

ARTICLE 9 – LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or a group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed and consist of not more than three (3) members of the Union. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the Committee prior to the commencement of negotiating any changes to the Collective Agreement.

9.03 Function of the Bargaining Committee

All matters pertaining to negotiating of changes to this Collective Agreement shall be referred by the Union Bargaining Committee to the Employer for discussion and settlement, in accordance with the provisions of this Agreement.



9.04 Representative of Canadian Union

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

9.05 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement. However, such meeting must be held not later than fifteen (15) calendar days after the request has been given.

9.06 Time Off for Meeting

It is agreed that three (3) members of the Union Bargaining Committee, who are in the employ of the Employer, shall have the right to attend negotiating meetings held with representatives of the Employer, with entitlement to remuneration at the employee's regular hourly rate of pay for time lost from work while attending such meetings, and such members shall be designated prior to the commencement of negotiating a revised agreement. Such payment shall be limited to the length of the meeting, and shall not exceed the amount the employee would normally have earned for such regular working day.

9.07 Labour Management Committee

A Labour Management Committee shall be established consisting of not more than three (3) representatives of the Union, and not more than three (3) representatives of the Employer. Meetings shall be held as may be mutually agreed upon, and scheduled at least once every three (3) months.

9.08 Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services, including public relations and relations with residents.
- 3) Promoting safety and sanitary practices.

- 4) Reviewing suggestions from employees and/or employer questions of working conditions and services (but not grievances concerned with services.)
- 5) Correcting conditions causing grievances and misunderstandings.

9.09 Information for Collective Bargaining Purposes

The Employer will make available to the Union any information within the Employer's possession with respect to job descriptions, job classifications, job evaluations, and employee benefit plans, which is desired and requested by the Union for collective bargaining purposes.

- 9.10 Leave of Absence for official union business may be granted by the City upon written request by the Union. Such leave shall be dependent on and arranged so as not to interfere with Department operations. Such leave will not be withheld unjustly.

9.11 Health and Safety Committee

- (a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- (b) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward shall assist any employee which the steward represents in preparing and presenting his grievance, in accordance with the grievance procedure.

10.02 Stewards

The Union shall have the right to elect six (6) stewards, who must be employees of the Employer during their term of office, and one of whom

shall be designated as a Chief Steward. No more than two (2) stewards shall be elected from within any one department, unless such additional steward is the Chief Steward.

10.03 Names of Stewards

The Union shall notify the Employer in writing of the name of each steward and department(s) they represent, and the name of the Chief Steward, before the Employer shall be required to recognize them.

10.04 Grievance Committee

The Chief Steward, President of the Union, and the steward directly involved with the grievance being considered, shall constitute the Grievance Committee. Two (2) members of the Committee shall constitute a quorum for any grievance matter.

10.05 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties as stewards while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer, and that they will not be permitted to leave their work during working hours except to perform their duties under this agreement. No steward shall, however, leave their work without first obtaining the permission of their supervisor or department head, and which permission shall not be withheld without just cause.

10.06 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration or alleged violation of the collective agreement. No grievance shall be considered where the circumstances giving rise to it occurred or originated more than fifteen (15) working days before the filing of the grievance.

10.07 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step I

An employee who considers they have a grievance will first seek to have the said grievance settled in discussion with the employee's supervisor.

Step II

Failing satisfactory settlement at Step I, the grievance shall be submitted to the Administrator or designate outlining a written statement of the particulars of the grievance, and the redress being sought, who shall, within five (5) working days, hold a meeting with the employee(s) accompanied by a Union representative. The Administrator shall render their decision in writing within five (5) working days of such meeting.

Step III

Failing a satisfactory settlement being reached at Step II, the Grievance Committee may then submit the written grievance to the Chief Administrative Officer, or their designate, who shall within ten (10) working days of receipt of the grievance, arrange a meeting with the Grievance Committee, who may be accompanied by the National Representative. The Chief Administrative Officer or their designate shall, within six (6) working days from the date of the grievance hearing, render his decision in writing to the Chairperson of the Grievance Committee.

Mediation

Failing a satisfactory settlement being reached at Step III, the Grievance Committee may then refer the dispute to Mediation, prior to Arbitration, for resolution. Failing a resolution at Mediation, the parties will refer the dispute to Arbitration.

Any and all time limits of the grievance process may be extended by either party with written notice.

10.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed. A policy grievance must be presented to the other party by the grievor(s), in writing, and within twenty (20) working days of the incident being grieved.

- 10.09 Management Grievance
Any grievance instituted by management is to be referred in writing, stating particulars of the grievance and redress sought, to the secretary of the Union within ten (10) working days of the incident so grieved. The Grievance Committee shall meet within (10) working days to consider the grievance, and shall render its decision within five (5) working days of such meeting.
- 10.10 Union may Institute Grievances
The Union shall have the right to originate a grievance on behalf of an employee, or group of employees, which shall be in writing, and to seek adjustment with the Employer in the manner provided in the Grievance Procedure, commencing at Step 2.
- 10.11 Facilities for Grievance
The Employer shall supply the necessary facilities for the grievance meetings.
- 10.12 Mutually Agreed Changes
Any mutually agreed changes to this collective agreement shall form part of this collective agreement and are subject to the grievance and arbitration procedure.
- 10.13 Definition of Working Days
"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 11 - ARBITRATION

- 11.01 Composition of Board of Arbitration
Either party may, within ten (10) working days of the rendering of a decision by the Grievance Committee or the C.A.O. at Step III, request 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 five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its nominee to the arbitration board. The two nominees shall then meet to select an impartial chairperson.



The parties may, in lieu of a Board of Arbitration, elect, by mutual agreement, to refer a grievance to a sole arbitrator.

11.02 Failure to Appoint

If the party receiving the notice fails to name a nominee, or if the two nominees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour upon request of either party.

11.03 Board Procedure

The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.

11.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this agreement or to alter, modify, or amend any of its provisions. In cases of disciplinary measures, an Arbitration Board shall have the right to uphold, annul or modify the measures imposed.

11.05 Disagreement of Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

11.06 Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;

(b) one-half of the fees and expenses of the Chairperson.

11.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by the consent of both parties, as they are considered discretionary rather than mandatory.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge Procedure

An employee who has completed his probationary period may be suspended or discharged for just cause and upon the authority of the Employer. Such employee and the Union shall be advised promptly, in writing by the Employer, of such discharge or suspension.

12.02 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended, shall be entitled to a hearing under Article 10, Grievance Procedure, within five (5) working days. Step 1 of the Grievance Procedure shall be omitted in such cases.

12.03 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer.

12.04 Unjust Suspension or Discharge

When it has been determined by the Employer or Board of Arbitration that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without loss of seniority. He shall be compensated for all time lost in an amount equal to his normal earnings during the pay period preceding such discharge or suspension, or any other arrangements as to compensation which is just and equitable in the opinion of the parties, or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

12.05 Warnings

In matters of discipline, the Employer shall not be entitled to consider disciplinary measures after a period of eighteen (18) months, except matters of resident abuse which shall remain for a period of twenty-four (24) months, provided that no other offence has occurred during that period.

ARTICLE 13 - SENIORITY

13.01 Definition of Seniority

(a) Seniority is defined as the length of service in the bargaining unit. A full-time employee who has completed his probationary period, as set out in Clause 13.03 below, shall have his name placed on the seniority list with the seniority effective on the date the employee last commenced to work for the Employer, except as provided for elsewhere.

(b) Seniority for all Part-Time employees, shall be on the basis of hours worked during such period of employment on the basis that 1760 hours worked is equivalent to one (1) year of full-time seniority except as provided for elsewhere and the seniority accumulated while so employed shall be credited to any seniority accruing with succeeding full-time employment as set out in (d) below.

(c) A full-time employee who transfers to a part-time position will retain seniority earned as a full-time employee, on the basis that the full-time employee will be credited with 1760 hours part-time seniority for every full year of full-time seniority.

(d) A part-time employee who transfers to a full-time position will retain seniority earned as a part-time employee, on the basis that the part-time employee will be credited with one (1) year of full-time seniority for every 1760 hours worked as a part-time employee.

13.02 Seniority List

(a) The Employer shall maintain a seniority list showing years and months of seniority for full-time employees and the number of hours worked for part-time employees. Full-time employees who have transferred from part-time shall have their seniority expressed in years and months.



(b) An up-to-date seniority list shall be sent to the Union and posted on the bulletin board designated therefore, in March and September of each year. Employees shall have thirty (30) calendar days from the date of posting to notify the Employer of any errors in seniority calculations. If no errors are reported within such thirty (30) day period, the seniority list shall be accepted as correct for all employees.

13.03 Probation for Newly Hired Employees

A newly hired employee shall serve a probationary period as herein provided, and during which time they may be discharged, at the discretion of the Employer. The employee shall, however, with the exception of the grievance procedures pertaining to discharge, be entitled to all other rights and benefits of this agreement, unless otherwise provided in the agreement.

The probation periods shall be:

- (a) Three (3) months from the date of hiring for all employees, with the exception of those employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.
- (b) Four hundred and eighty (480) hours for employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

13.04 Loss of Seniority

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer. An employee shall only lose their seniority in the event:

- a) The employee is discharged for just cause and is not reinstated.
- b) When an employee voluntarily resigns their employment with the Employer, and is not rehired within three (3) months of the date of termination.

- c) The employee is absent from work in excess of four (4) working days without sufficient cause, or without notifying the Employer, unless such notice was not reasonably possible.
- d) The employee fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address. An employee recalled for work or employment of short duration, at a time when they are employed elsewhere, shall not lose their recall rights for refusal to return to work.
- e) The employee is laid off for a period of longer than fourteen (14) months.

ARTICLE 14 - PROMOTION AND STAFF CHANGES

14.01 Job Postings

When a vacancy occurs or a new position is created inside of the bargaining unit, or there is a temporary vacancy of more than sixteen (16) weeks, the Employer shall post notice of the position on the bulletin board designated for such purpose for a minimum of one (1) week, and send a copy of the notice to the Union.

14.02 Information in Postings

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, shift. After the initial posting and filling of the vacancy, the subsequent vacancy shall be filled. The Employer will award the subsequent vacancies to the senior applicant who applied to the initial posting.

14.03 Role of Seniority in Promotions and Transfer

Both parties recognize:

- a) That staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority, provided he possesses the required qualifications. Appointments to be made from within the bargaining unit shall be made within three (3) weeks of posting.

b) For the purposes of part-time job postings, seniority, as outlined in Article 13 will be calculated for the specific posting using the seniority acquired as per the close of the preceding pay period.

14.04 Trial Period

The successful applicant for either a full-time or part-time position, shall work a total of two hundred and forty (240) hours as a trial period. Upon completion of such period, the applicant shall, at the discretion of the Employer, be declared as permanent to the position, or returned to their former position. An employee may, subject to the provisions of Article 16, return to their former position within the trial period.

An employee returning to their former position shall have their wage rate reverted accordingly, but shall not lose any seniority. Any other employee affected by such reversion of employment, shall also be returned to their former position and wage rate without loss of seniority.

Prior to returning an employee to their position, the Employer shall meet with the Union together with the employee concerned to discuss the reasons for their return to their former position.

14.05 Promotions Requiring Higher Qualifications

Where there is no qualified applicant for a posted position, consideration for promotion will be given to the senior applicant who does not possess the required qualifications, but who is preparing for qualifications prior to the filling of the vacancy. If such employee is promoted, they will be given an opportunity to qualify within a reasonable length of time, and if they fail to qualify, they shall revert to their former position and wage rate.

14.06 Training Period

The Employer shall, at the Employer's discretion, provide sufficient training to any employee considered to require training for the position being assumed.

14.07 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on the bulletin board designated for such purpose. The Union shall be notified of all appointments, hirings, layoffs, recalls, transfers and terminations

of employment.

14.08 Handicapped Worker Provision

An employee unable, through injury or illness, to perform their normal duties, may be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee.

14.09 Older Worker Provision

An employee who through advancing years is unable to perform their normal duties, may be provided with alternate suitable employment if such is available, and provided such employee does not displace another employee.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Role of Seniority in Layoffs

Layoffs shall be determined in the reverse order of seniority with the employee having the least seniority to be subject to layoff, unless such employee possesses training or employment qualifications that are considered necessary to perform the work that is available.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff;
- (b) opt to retire, if eligible, under the terms of the pension plan, or
- (c) displace another employee who has lesser bargaining unit seniority if the employee originally subject to layoff, possesses training or employment qualifications that are considered necessary to perform the work that is available. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 15.01.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of their intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

15.02 Recall Procedure

Employees who are on layoff shall be recalled, by registered letter, in order of seniority, provided that they are qualified to perform the work available. An employee who is laid off and exercises their seniority and bumps an employee with lesser seniority from a full-time position, shall forfeit their recall rights to the position they were laid off from, after a period of six (6) months.

15.03 No New Employees

No new employees shall be hired until those qualified to perform the same type and class of work on layoff have been given an opportunity of recall.

15.04 Advance Notice of Layoff

(a) An employee who has completed his probationary period, excepting an employee who is regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods, that is to be laid off, shall be given a minimum notice of two (2) weeks or the equivalent pay in lieu of such minimum notice, or as per the *Employment Standards Act*, whichever is greater.

(b) An employee who has completed their probationary period, and who is regularly employed for twenty-four (24) hours or less per week, that is to be laid off, shall be given a minimum notice of two (2) calendar weeks or payment in lieu of such notice that is equal to the employee's remuneration for the last two (2) calendar weeks worked, or as per the *Employment Standards Act*, whichever is greater.

15.05 Restriction on Lay-Offs

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

15.06 Grievances on Lay-Offs

Grievances concerning layoffs, due to a reduction in the working force, shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE 16 - HOURS OF WORK

16.01 The regular working hours for employees within the bargaining unit shall be eight (8) hours per shift with a total of forty (40) hours per week for all employees, inclusive of a thirty (30) minute meal break during each 8 hour shift;

16.02 Work Schedules

- (a) Work schedules for all employees shall be posted on the bulletin board at least two (2) weeks in advance.
- (b) Work schedules shall, insofar as is practically possible, be prepared with due consideration being given to seniority, and be arranged to allow equality of weekend distribution with at least two (2) consecutive days off.
- (c) A full-time employee required by the Employer to work a complete shift, within the succeeding sixteen (16) hours of previous regular scheduled shift, shall be paid for such shift at the rate of time and one-half.
- (d) Work schedules shall not provide for more than six (6) consecutive days of work.
- (e) Summer work schedules for full and part-time employees shall be posted by June 1st.
- (f) Christmas work schedules for full and part-time employees shall be posted by December 1st.

16.03 Paid Rest or Relief Periods

All employees working full shifts shall be permitted a rest period of fifteen (15) consecutive minutes in both the first and the second half of a shift, at a time scheduled by the Employer.

An Employee who works a full eight (8) hour shift immediately after completing his regular full eight (8) hour shift shall be entitled to a paid rest period of fifteen (15) minutes which shall be provided within the first hour of the second shift.

16.04 Reporting Pay Guarantee

An employee reporting for work on his regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours pay.

16.05 Shift Premiums

a) A shift premium of one dollar (\$1.00) per hour, shall be paid for the hours from 1400 hours to 2200 hours.

b) A shift premium of one dollar and seventy-five cents (\$1.75) per hour, shall be paid for the hours from 2200 hours to 0600 hours.

16.06 Weekend Premium

A weekend premium of one dollar and twenty-five cents (\$1.25) per hour shall be paid for all hours worked between 2200 hours Friday and 2200 hours Sunday, or such other 48-hour period as may be agreed upon by the parties.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

When required by the Employer, any time worked by an employee in addition to a regular shift, in accordance with Paragraph 16.01, shall be considered as overtime and be paid at time and one-half the employee's basic straight time hourly rate of pay.

17.02 Payment for or Supply of Meals

When an employee, who is already at work, is required to continue to work on overtime after the completion of the scheduled work, which continues in excess of four (4) hours, the employee shall be paid a meal allowance of eleven dollars, (\$11.00). If the overtime continues, such employee shall be paid for further meal allowances at intervals of four consecutive hours following the first meal allowance.

17.03 No Lay-Off to Compensate for Overtime

An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

17.04 Sharing of Overtime and Call-Back

The Employer will endeavour to distribute any available overtime or call

back among its employees within each department who are willing and qualified to perform the available work.

17.05 Overtime During Lay-Offs

There shall be no continuous overtime worked in any department while there are employees on lay-off able to perform the available work, except during periods of emergencies.

17.06 Call-Back Guarantee

An employee who is called in to work outside their regular working hours shall be paid a minimum of three (3) hours at their regular rate of pay, or at time and one-half for the hours actually worked, whichever is the greater, from the time the employee reports for duty and concluding on the completion of the necessary work.

17.07 Time Off in Lieu of Overtime Pay

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate, at a time mutually agreeable to the employee and the Employer. Such accumulated time off in lieu shall not exceed an employee's regular scheduled work week and shall be taken, at a mutually agreeable time, within thirty (30) days of the time being earned.

An exception to this shall be the period between December 15th and January 5th.

17.08 Pay for Call-In

(a) When an employee is called in to work a regular full eight (8) hour shift less than one-half hour prior to the commencement of the shift and who arrives within one-half hour of the commencement, the employee will be paid for a regular full eight (8) hour shift provided that the employee works until the normal completion of the shift.

(b) When an employee is called in for a shift after the commencement of the shift, the employee shall be paid one-half hour provided that they report to work within one half-hour of the call-in and the hours worked shall be paid at the applicable rate of pay.

ARTICLE 18 - HOLIDAYS

18.01 Paid Holidays

The Employer recognizes the following as paid holidays for all employees within the bargaining unit:

- (a) New Year's Day
- Family Day
- Good Friday
- Victoria Day
- Canada Day
- Civic Holiday
- Labour Day
- National day for Truth and Reconciliation/Orange Shirt Day
- Thanksgiving Day
- Remembrance Day
- Last half of an employee's last regularly scheduled shift prior to Christmas Day
- Christmas Day
- Boxing Day
- Last half of an employee's regularly scheduled shift prior to New Year's Day

And any other day as proclaimed by the Federal, Provincial or Municipal governments.

- (b) 1. An employee shall be entitled to one (1) floating holiday per calendar year, to be arranged by mutual agreement between the employee and the supervisor. The holiday may be taken separately or in conjunction with long weekends or annual vacation.
- 2. The holiday may be taken at any time during the year, as long as it is taken on a day that the employee would otherwise be scheduled to work.
- 3. At least five (5) days written notice must be given (not to apply in case of an emergency) to the employee's supervisor on a form to be provided. The Employer shall reply to the request not later than three (3) days prior to the day requested. Should the efficiency of the Lodge be interfered with, an alternate day will be mutually agreed upon between the employee and his supervisor at that time.

4. An employee who has not taken or indicated a date for his floating day by November 1st in any year, shall be given a day off prior to December 1st next.

18.02 Compensation for Holidays Falling on Scheduled Day Off

An employee shall be paid for holidays specified in 18.01 whenever such holiday is observed on the employee's scheduled day off and the employee does not work on that day.

As an option to the foregoing, the employee may, within the succeeding thirty (30) day period, be provided with a day off with pay, at a time agreeable to them and the Employer, provided a request therefore is given to the Employer prior to the applicable pay week.

18.03 Work on a Holiday

For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to their pay for a regular work day. An employee required to work on any such holiday shall, in addition to their regular pay for the holiday, be paid at the rate of time and one-half for each hour so worked.

In order to qualify for any of the above holidays, an employee must have worked on their last scheduled work day immediately preceding, and work the scheduled work day immediately following the holiday, unless absence is due to an authorized leave of absence for which the employee is entitled to remuneration at the employee's regular rate of pay.

The employee may, with the concurrence of the Employer, substitute another working day for the holiday, and which may be done to coincide with an annual vacation period, other than during the months of July and August, that is scheduled within the same year, and provided that not more than five (5) such days are utilized to supplement annual vacation entitlement.

A shift for which the majority of the hours worked are in the twenty-four (24) hour period of any of the holidays stated in Article 18.01 hereof, shall be recognized as the shift being applicable for compensation at the rate of time and one-half as provided herein.



ARTICLE 19 - VACATIONS

19.01 All full-time employees shall receive annual vacation in accordance with years of employment, as follows:

<u>Years of Employment</u>	<u>Vacation Entitlement</u>
Less than one year	5/6 working days for each month
One Year or more	Three (3) weeks
In the calendar year of the 8th anniversary and each year thereafter	Four (4) weeks
In the calendar year of the 15th anniversary and each year thereafter	Five (5) weeks
In the calendar year of the 23rd anniversary and each year thereafter:	Six (6) weeks
In the calendar year of the 28th anniversary and each year thereafter:	Seven (7) weeks

Vacation pay for a week's vacation shall be based on the employee's rate of pay in effect at the time the vacation is to be taken, for a regular work week, exclusive of overtime or any other premiums.

For the purpose of calculating vacation entitlement for Part Time:

- (i) the vacation year shall be the period from January 1st of any year to December 31st of the same year;
- (ii) vacation entitlement accrual shall be calculated on the basis of one (1) year equaling 1760 hours;
- (iii) gross earnings will be calculated on the basis of the employee's earnings, exclusive of overtime or any other premiums for the calendar year immediately preceding the year in which the vacation is taken;

(iv) such employees shall receive vacation benefits for the vacation year as follows:

<u>Hours of Employment</u>	<u>Vacation Percentage</u>
0 to less than 1,760 hours	4% of gross earnings
1,760 to less than 5,280 hours	4% of gross earnings
5,280 to less than 14,080 hours	6% of gross earnings
14,080 to less than 26,400 hours	8% of gross earnings
26,400 to less than 44,000 hours	10% of gross earnings
44,000 to less than 49,280 hours	12% of gross earnings
49,280 or more hours	14% of gross earnings

19.02 Compensation for Holidays Falling Within Vacation Schedule

An employee shall be paid for holidays specified in 18.01 whenever such holiday is observed during an employee's scheduled vacation period in addition to vacation pay entitlement.

As an option to being paid for the holiday as per the foregoing, the employee shall be provided with a day off with pay to coincide with vacation entitlement provided a request therefore is given to the Employer prior to the scheduling of vacation.

19.03 Vacation Pay on Termination or Retirement

Vacation allowance on termination of employment shall be the amount accrued at the date of termination.

19.04 Preference in Vacation

If vacations are requested during the months of July and August, they shall be granted on the basis of departmental seniority, except nursing, which shall be on a unit basis

19.05 Vacation Schedules

Vacation schedules shall be posted by June 1st of each year, and shall not be changed unless mutually agreed by the employee and the Employer. Employees shall assist with the preparation of vacation schedules by advising their Supervisor of preferable dates for annual vacations, prior to April 1st of each year. Vacations shall be granted on the basis of seniority.

Requests for vacation between the period of December 15th to January 5th may be granted based on departmental operational requirements.

- 19.06 Time Off for Vacations
Employees, other than those employees who are regularly employed for twenty-four (24) hours or less per week and students employed during the school vacation periods, shall be required to take time off from work for annual vacation entitlement.
- 19.07 Unbroken Vacation Period
An employee's vacation entitlement shall be scheduled to provide for an unbroken period, unless otherwise mutually agreed upon by the Employer and the employee concerned.
- 19.08 Deferment of Vacation Entitlement
An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week, to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.
- 19.09 Approved Bereavement Leave During Annual Vacation
When an employee submits proof that they qualify for bereavement leave during his period of annual vacation, there shall be no deduction from accrued vacation credits for such absence. The period of vacation so displaced by such bereavement leave, shall either be added to the vacation period or reinstated for use at a later mutually agreed date.
- 19.10 Illness During Vacation
When an employee's scheduled vacation is interrupted by a serious illness that requires the employee to be an in-patient in a hospital, the period of such illness shall be considered as short-term disability leave. The portion of the employee's vacation which is deemed to be short-term disability leave, under the above provision, will not be counted against the employee's vacation credits.

ARTICLE 20 - Personal Leave, Short-Term Disability, Long-Term Disability

Personal Leave Personal Leave for Part-Time Employees is Effective the date of the execution of Collective Agreement

- 20.01 (a) All full-time employees will be entitled to twelve (12) paid Personal Leave days per annum paid at 100%. These days will be allotted effective January 1st of each year and ending on December 31st of the

same year (Personal Leave Year).

(b) All part-time employees and students will be entitled to Personal Leave, based upon the non-overtime hours worked per fiscal quarter. The calculation shall be 0.046 Personal Leave hours per non-overtime hours worked, not to exceed twenty-three point ninety-two (23.92) hours of Personal Leave in a quarter. These Personal Leave hours will be calculated and added to the Personal Leave bank on January 1, April 1, July 1, and October 1, of every year.

- 20.02 Employees not actively at work on January 1st of the Personal Leave year shall be entitled to a pro-rated number of personal leave days based on the date they return to active employment or are hired in the relevant Personal Leave Year.
- 20.03 Personal Leave shall be taken for periods of no less than thirty (30) minutes and up to two (2) consecutive shifts without the need to substantiate the absence.
- 20.04 Personal Leave may be pre-arranged and pre-booked between the employee and their supervisor.
- 20.05 An employee must receive approval from the City prior to taking Personal Leave for three (3) or more consecutive shifts or partial shifts; approval shall be at the City's sole discretion.
- 20.06 Employees that use Personal Leave before or after vacation (Article 19) or a public holiday (Article 18) may be required to provide substantiation.
- 20.07 An employee that was denied vacation due to operational requirements and utilizes Personal Leave during that same period, may be required to provide substantiation.
- 20.08 The City shall pay out to employees actively at work on January 1st, at the employee's regular rate of pay, fifty percent (50%) of any remaining unused Personal Leave at the end of the previous Personal Leave Year.
- 20.09 Employees shall not be entitled to carry over any unused Personal Leave from one (1) Personal Leave year into a subsequent Personal

Leave Year.

- 20.10 The Employer will provide, in writing, a department directive explaining the procedure for reporting Personal Leave usage. The directive is subject to operational requirements.
- 20.11 Employees, who are utilizing Personal Leave for any reason, shall notify their Supervisor/designate at a time and method approved by them, that the employee is utilizing Personal Leave. The Supervisor/designate, shall be informed as to the approximate date of return, and if the absence surpasses this date, further notification may be made.

Short Term Disability

- 20.12 (a) The Corporation will provide the employees with Short-Term Disability (STD) program which shall provide seventy-five percent (75%) of the weekly salary from the first day in the event of accident, injury, or hospitalization or the third working day in the event of illness, regardless of the amount of Personal Leave an employee has remaining in the Personal Leave Year.
- (b) Part-time employees and students are not eligible for the Short-Term Disability Program.
- 20.13 The Short-Term Disability program shall provide the employee with seventy-five percent (75%) of their regular weekly salary from the effective date for a period of up to seventeen (17) weeks.
- 20.14 If an employee falls ill, for the same or related cause, within two (2) weeks of return to work after being away from work on STD then that illness shall be considered part of the same seventeen (17) week entitlement. Otherwise, the employee shall be entitled to an additional seventeen (17) weeks of STD.
- 20.15 Employment Insurance Rebate

The short-term sick leave plan shall be registered with Human Resources Development Canada. The employee's share of the Employer's employment insurance premium reduction will be retained by the City towards offsetting the cost of the benefit

improvements contained in this Agreement.

Long Term Disability

20.16 (a) Full-time employees shall be covered by a private carrier, Long-term Disability (LTD) Plan, as outlined below

(b) Part-time employees and students are not eligible to participate in the Long-Term Disability Plan.

20.17 Sick leave that extends beyond a period of one hundred and percent (70%) of regular salary, to a maximum of \$3,000.00 per month, long-term disability benefits shall not be entitled to any of the employee providing the insurer with medical evidence that is

20.18 (a) The Employer will continue to pay their regular portion of premiums Dismemberment (AD&D) while an employee is on Long Term Disability for a period of not more than twenty-four (24) months

(b) It is understood that the Long-Term Disability benefit is not part of collective agreement is to contribute the billed premium as required.

20.19 Proof of Illness

a) An employee who is unable to assume his employment responsibilities due to illness, shall notify the Employer of such absence at least one (1) hour before their scheduled work shift, and failure to do so shall result in forfeiture of any entitlement to sick leave compensation, unless such failure can be justified.

(b) An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days, certifying that the employee was unable to carry out their duties due to illness.

20.20 Exclusion to Sick Leave Provision

The provisions of this article shall not apply to employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Grievance and Arbitration Pay Provision

Representatives of the Union who are in the employ of the Employer, shall not suffer any loss of pay or benefits for time involved during Steps 1,2 & 3 of the established procedures for settling grievances.

21.02 Leave of Absence for Union Functions

Upon request to the Employer, and subject to operational requirements, an employee representing the Union at conventions, or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies, shall be allowed leave of absence without pay but with benefits and seniority.

21.03 Leave of Absence for Full-time Union or Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority so that the employee may be a candidate in federal, provincial, or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during the employee's term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years.

21.04 Bereavement Leave

An employee shall be entitled to bereavement leave, as herein provided, and which shall be taken to coincide with the funeral of the deceased person:

1. Spouse, including common-law spouse as defined herein, son or daughter, step-children, mother, step-mother, father, step-father, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, step-grandparents and grandchildren - four (4) working days.

In the event of the death of an aunt, uncle, niece or nephew, one (1) day of bereavement leave shall be provided.

One of the above days of bereavement leave entitlement may be taken for spring internment where such is the case.

A common-law spouse shall be a person who is cohabitating with the employee for a period of not less than six (6) months, and provided the name of such common-law spouse was filed with the Employer at the conclusion of such period for recognition as the employee's common-law spouse.

An employee filing the name of an individual for recognition as the common-law spouse for bereavement purposes, shall forfeit any right to such entitlement for a separated or divorced spouse.

2. Where the services occur outside the area, such leave may include reasonable travelling time, at the discretion of the Employer.
3. Other relatives - 1/2 day, when required to serve as a pallbearer at the funeral thereof.

Bereavement leave shall be without loss of pay or benefits and will also apply to part-timers for days they are scheduled to work.

21.05 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between the employee's normal earnings and the payment the employee receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay

received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a part to such proceedings, shall be considered as time worked with entitlement to the regular rate of pay. The provisions of this section shall not apply to employees who are regularly employed for twenty-four (24) hours or less per week, and students employed during the school vacation periods.

21.06 General Leave

An employee shall be entitled to leave of absence without pay, and without loss of seniority, when the employee requests such leave for good and sufficient cause. Such requests shall be submitted in writing for the consideration of the Employer, and shall not be withheld unjustly and be for a maximum of one (1) year.

21.07 Pregnancy Leave

- (a) Pregnancy leave of absence will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision, where an employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the expected date of birth.
- (b) An employee shall give written notification of pregnancy leave of absence. An employee entitled to pregnancy leave of absence under Article 21.07 is also entitled to parental leave of absence under Article 21.08, such that a pregnant employee is entitled to a combined total of seventy-eight (78) weeks leave of absence.
- (c) i) The employee shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement of their leave of absence and of the expected date of return.

ii) Where circumstances change such that the date of the commencement of the pregnancy leave originally anticipated by the employee changes, the employee shall notify the Employer thereof as soon as possible.
- (d) An employee not intending to return to work with the Home is required to advise the Employer in writing at least four (4) weeks

prior to the expiry of their pregnancy leave.

- (e) An employee granted pregnancy leave shall be reinstated to their former position and job duties, unless they have been discontinued. Unless the employee is subject to lay off, they shall be given a comparable job in terms of level of responsibility and remuneration.
- (f) i) An employee shall continue to accumulate seniority for a maximum period of seventeen (17) weeks if an employee's absence was due to a pregnancy leave, and for a maximum period of sixty-one (61) weeks if the employee's absence is due to a parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not.
 - ii) A part-time employee's seniority shall be calculated as the total amount of hours worked in the four (4) weeks prior to the leave, divided by four (4).
 - iii) In addition, the Employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to seventeen (17) weeks from the commencement of the pregnancy leave, and for up to sixty-one (61) weeks from the commencement of the leave while the employee is on parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not, unless the employee does not intend to pay their contributions.
- (g) i) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefits (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit.
 - ii) That benefit will be the equivalent of the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings.

iii) Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt of the employee's Employment Insurance cheque stub as proof that they are in receipt of such benefits for a maximum period of fifteen (15) weeks.

iv) A full-time employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

v) A part-time employee's regular weekly earnings shall be calculated as the total amount of regular wages earned and vacation pay to the employee in the four (4) weeks prior to the leave, divided by four (4).

21.08 Parental Leave

- (a) Parental Leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended by this provision.
- (b) i) An employee who has been employed for at least thirteen (13) weeks and who is the parent of a child is entitled to parental leave of absence without pay following: the birth of a child; or the coming of the child into the employee's care, custody and control for the first time.
- ii) An employee is eligible to be granted up to sixty-one (61) weeks of parental leave without pay if the employee also took pregnancy leave, sixty-three (63) weeks otherwise.
- (c) The parties acknowledge that "parent" is defined by the Employment Standards Act, as amended, to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat that child as their own.
- (d) The employee shall give the Employer written notification at least four (4) weeks in advance of the anticipated date of commencement



of the leave of absence and of the expected date of return. If, because of late receipt of confirmation of a pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- (e) An employee not intending to return to work with the Employer is required to advise their supervisor in writing at least two (2) weeks prior to the expiry of their parental leave.
- (f) An employee granted parental leave shall be reinstated to their former position and job duties, unless they have been discontinued. Unless the employee is subject to lay off, they shall be given a comparable job in terms of level of responsibility and remuneration.
- (g) i) An employee shall continue to accumulate seniority for a maximum period of sixty-one (61) weeks if weeks if an employee's absence was due to parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not.
 - ii) A part-time employee's seniority shall be calculated as the total amount of hours worked in the four (4) weeks prior to the leave, divided by four (4).
 - ii) In addition, the employer will continue to pay its share of the premiums of the subsidized employee benefits in which the employee is participating for up to sixty-one (61) weeks from the commencement of the parental leave and if the employee also took pregnancy leave, sixty-three (63) weeks if the employee did not, unless the employee does not intend to pay their contributions.
- (h) i) On confirmation by the Employment Insurance Commission of the appropriateness of the Home's Supplemental Unemployment Benefits (SUB) Plan, an employee who is on a parental leave as provided under this Agreement and who is in receipt of Employment Insurance parental benefits pursuant to Section 23 of the Employment Insurance Act, shall be paid a bi-weekly supplemental employment benefit.

ii) That benefit will be the equivalent of the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance Benefits during the leave and any other earnings.

iii) Such payment shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of twelve (12) weeks.

iv) A full-time employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

v) A part-time employee's regular weekly earnings shall be calculated as the total amount of regular wages earned and vacation pay to the employee in the four (4) weeks prior to the leave, divided by four (4).

21.09 The Employer will pay its portion of pension contributions for the period of pregnancy and parental leave if an employee chooses to purchase the period of leave.

21.10 Return to Work

An employee shall give the Employer at least four (4) weeks written notice confirming their intention to resume their employment on the expiration of a leave of absence granted to the employee under Article 21.07 and on her return to work, the Employer shall reinstate the employee to the employee's former position if it still exists or to a comparable position if it does not.

21.11 Leave for Examinations

An employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations pursuant to courses required to meet standards or upgrade the employee's qualifications for service within the Home.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

- (a) The Employer shall pay wages bi-weekly in accordance with Schedules "A" and "B" attached hereto and forming part of this agreement. On each pay day, each employee shall be provided with a statement of their wages, overtime and other supplementary pay, and deductions.
- (b) Any error or omission of the employer of more than \$100.00 to an employee's wages shall be corrected and paid within one (1) week of the error being detected. All other errors or omissions will be rectified on the next bi-weekly pay.

22.02 Pay on Temporary Transfers - Higher Rated Jobs.

When an employee is required by the Employer to substitute or relieve in a higher rated job for a period of one shift or longer, such employee shall be entitled to the rate of pay established for the applicable position during the period of substitution. The employee, when relieving outside the bargaining unit, shall receive an amount equal to 20% above his regular rate of pay.

22.03 Pay on Temporary Transfers - Lower Rated Jobs

An employee temporarily assigned to a position paying a lower wage, shall not have their rate reduced during such period of employment.

22.04 Responsibility Allowance for Work Outside of the Bargaining Unit

- a) Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of nine dollars (\$9.00) for each shift.



- b) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

22.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without the employee's written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, they shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of their return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, they shall accumulate seniority during the period of time outside the bargaining unit.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Pension Plan

In addition to the Canada Pension Plan, every employee shall, in accordance with existing City policies, join the Ontario Municipal Employees' Retirement System. The Employer and the employee shall make contributions in accordance with the provisions of the Plan. At their discretion, part-time employees may join the Ontario Municipal Employees' Retirement System providing they meet the eligibility requirements in accordance with the provisions of the Plan.

23.02 Hospital, Medical and Dental Insurance

The Employer shall pay such costs as herein provided:

1. Group Life Insurance, of no less than one and one-half times annual salary, and a maximum of \$75,000.00, Accidental Death,

Dismemberment and Major Medical Benefits -100%.

2. Blue Cross Dental Plan #9, or its equivalent -100%
Effective July 26, 2016, (ODA Schedule of Fees shall be the current fee schedule).

Effective March 31, 2021: dental benefits shall include braces and crowns.

3. Effective ratification 2018, (June 4th 2018), Vision Care benefit to an employee and dependents will be \$400 00 including the cost of eye examinations, in any consecutive 24 calendar month period.

Effective March 31, 2021: Vision Care benefit to an employee and dependents will be \$450.00 including the cost of eye examinations, in any consecutive 24 calendar month period.

4. Effective July 26, 2016, the Employer shall implement a drug card for all eligible employees of the bargaining unit.

The provisions of this section shall not apply to employees who are regularly employed twenty-four (24) hours or less per week, and students employed during the school vacation periods.

- 23.03 The Corporation agrees to continue to provide the benefits outlined in Article 23.02, to employees with a minimum of ten (10) years' service who are eligible to retire with an O.M.E.R.S. Pension, and their spouses, until the sixty-fifth (65th) anniversary of the employee's birth, save and except Group Life Insurance, Accidental Death and Dismemberment, and vision care, the latter of which shall continue to be provided to only the employee.

ARTICLE 24 - JOB SECURITY

24.01 Restrictions on Contracting Out

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work which is normally performed by members of the bargaining unit, except that the Employer shall have the right to continue to contract out work in the area of security, landscaping and snow removal. It is acknowledged that this

term will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

ARTICLE 25 - GENERAL CONDITIONS

25.01 No Strikes or Lockout

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this agreement, there will be no strike or stoppage of work either complete or partial, and the Employer agrees that there will be no lockout.

25.02 Bulletin Boards

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

25.03 Uniforms

Any employee, who by their classification is required to wear a uniform, shall be supplied with such uniforms.

25.04 General Rules of Employment

The Employer shall determine the number of employees needed at any time, and have the right to make and alter, from time to time, rules and regulations to be observed by the employees, but before altering any such rules, the Employer will discuss same with the Labour Management Committee and give the Union representatives thereon an opportunity of making representations with regard to such proposed alterations, and endeavour to obtain mutual agreement thereon.

25.05 Job Descriptions

The Employer agrees to provide the Union with copies of the job descriptions which are applicable to employees within the bargaining unit, and any subsequent changes there to shall be explained at a meeting of the Labour Management Committee for the benefit of the Union and its membership.

25.06 Classification

When a new classification within the bargaining unit, not covered by Schedule "A", is established, the rate of pay shall be agreed upon by the parties and inserted in this agreement. Any rate so established shall be retroactive to the time the position was filled by an employee.

Where there is a substantial change in the job content of an existing classification covered in Schedule "A" which in reality causes such classification to become a new classification, the new rate of pay shall be agreed upon by the parties and added to this agreement. Any rate so established shall be retroactive to the time the matter was first raised by the Union with the Employer.

In the event that the parties are unable to agree on the rate of pay for a new classification or a substantially altered classification, either party may refer the matter to arbitration pursuant to Article 11 of the collective agreement. Such referral may be made at any time after the parties have met to attempt to agree upon pay rates. The arbitration award shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

25.07 Invoice for No-Pay Hours

When an employee is away from work on Union business, and receiving "no-pay hours" from the Employer, the Employer agrees to continue paying said employee, but will invoice CUPE for all monies owed. These invoices, will then be deducted monthly from the Union Dues Cheque the Employer deposits with the Union. The Union President, or designate, and a representative from Payroll agree to meet to verify the amounts owed if there is a discrepancy.

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation, shall invalidate any portion of this agreement, the entire agreement shall not be invalidated, and the existing rights, privileges and obligations of the parties shall remain in existence, and either party, upon notice to the other, may re-open the pertinent parts of this agreement for negotiation.

ARTICLE 27 - COPIES OF AGREEMENT

27.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and his rights and obligations under it. For this reason, the Employer shall provide, at his own cost, sufficient copies of the agreement within sixty (60) days of signing.

ARTICLE 28 - GENERAL

28.01 Plural or Masculine Terms

Wherever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context so requires.

ARTICLE 29 - DURATION AND TERMINATION

29.01 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 at least sixty (60) days prior to the 1st day of April in any year, that it desires its termination or amendment.

29.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made, by mutual agreement, at any time during the existence of this agreement.

29.03 Notices of Change

Either party desiring to propose changes to this agreement shall, within sixty (60) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a new agreement.

29.04 Agreement to Continue in Force

Where such notice requests revisions only, the following condition shall apply:

The notice shall state specifically the revisions requested, and bargaining negotiations shall be restricted thereto, unless the parties

otherwise mutually agree.

29.05 Retroactivity

Increases to the salary schedule shall be retroactive, from April 1, 2021 to all employees in the bargaining unit as and from that date. Any employee as of that date who has since ceased to be an employee shall have a period of thirty (30) days only from the execution of the collective agreement in which to claim from the Employer any adjustment to the remuneration payable. Any new employees hired since that date shall be entitled to a pro- rata adjustment to the remuneration from the date of their employment. The Employer shall be responsible to contact in writing within fifteen (15) days of the execution of the collective agreement, at their last known address, any employee who has left its employ since March 31, 2021 and to advise them of their entitlement to any retroactive adjustment with a copy to the Union. Such employee shall have a period of forty-five (45) days from the date of mailing to claim such adjustment.

Former employees who are eligible for retroactive pay must apply by registered letter or by personal attendance at the Employer and shall have a period of thirty (30) days only from the date of the execution of the collective agreement to make a claim against the Employer for retroactive payments.

All retroactive payments shall be made within sixty (60) days.

Signed this 7th day of DECEMBER, 2023.

FOR THE UNION

Spencer Hill
Beynon

FOR THE CORPORATION

[Signature]
[Signature]

[Handwritten initials]

Effective April 1, 2020			2.50%	2.50%	3.00%	3.00%
			April 1, 2021	April 1, 2022	April 1, 2023	April 1, 2024
Code	Title	Rate	Rate	Rate	Rate	Rate
KAD1	Physiotherapy Assistant - Level 1	23.28	23.86	24.46	25.19	25.95
KAD2	Physiotherapy Assistant - Level 2	23.88	24.48	25.09	25.84	26.62
KAD3	Physiotherapy Assistant - Level 3	24.33	24.94	25.56	26.33	27.12
KCO1	Chef - Level 1	23.28	23.86	24.46	25.19	25.95
KCO2	Chef - Level 2	23.88	24.48	25.09	25.84	26.62
KCO3	Chef - Level 3	24.33	24.94	25.56	26.33	27.12
KDI1	Dietary Aide - Level 1	22.27	22.83	23.40	24.10	24.82
KDI2	Dietary Aide - Level 2	22.81	23.38	23.96	24.68	25.42
KDI3	Dietary Aide - Level 3	23.25	23.83	24.43	25.16	25.91
KHC1	Health Care Aide/Attendant - Level 1	22.72	23.29	23.87	24.59	25.33
KHC2	Health Care Aide/Attendant - Level 2	23.33	23.91	24.51	25.25	26.01
KHC3	Health Care Aide/Attendant - Level 3	23.74	24.33	24.94	25.69	26.46
KHO1	Housekeeping Staff - Level 1	22.23	22.79	23.36	24.06	24.78
KHO2	Housekeeping Staff - Level 2	22.81	23.38	23.96	24.68	25.42
KHO3	Housekeeping Staff - Level 3	23.24	23.82	24.42	25.15	25.90
KLA1	Laundry Aide - Level 1	22.22	22.78	23.35	24.05	24.77
KLA2	Laundry Aide - Level 2	22.78	23.35	23.93	24.65	25.39
KLA3	Laundry Aide - Level 3	23.19	23.77	24.36	25.09	25.84
KTR1	Maintenance Technician - Level 1	23.74	24.33	24.94	25.69	26.46
KTR2	Maintenance Technician - Level 2	24.32	24.93	25.55	26.32	27.11
KTR3	Maintenance Technician - Level 3	24.82	25.44	26.08	26.86	27.67
KRP1	R.P.N. - Level 1	25.95	27.62	28.31	29.67	30.56
KRP2	R.P.N. - Level 2	26.42	28.11	28.81	30.19	31.10
KRP3	R.P.N. - Level 3	26.90	28.60	29.32	30.71	31.63
KRE1	Recreologist - Level 1	23.28	23.86	24.46	25.19	25.95
KRE2	Recreologist - Level 2	23.88	24.48	25.09	25.84	26.62
KRE3	Recreologist - Level 3	24.33	24.94	25.56	26.33	27.12
KST1	Storekeeper - Level 1	23.73	24.32	24.93	25.68	26.45
KST2	Storekeeper - Level 2	24.32	24.93	25.55	26.32	27.11
KST3	Storekeeper - Level 3	24.82	25.44	26.08	26.86	27.67
KPO1	Clerk Receptionist - Level 1	22.72	23.29	23.87	24.59	25.33
KPO2	Clerk Receptionist - Level 2	23.39	23.97	24.57	25.31	26.07
KPO3	Clerk Receptionist - Level 3	23.74	24.33	24.94	25.69	26.46
STS1	Staff Scheduler - Level 1	22.72	23.29	23.87	24.59	25.33
STS2	Staff Scheduler - Level 2	23.33	23.91	24.51	25.25	26.01
STS3	Staff Scheduler - Level 3	23.74	24.33	24.94	25.69	26.46
HPHD	Hairdresser P/T	23.63	24.22	24.83	25.57	26.34
PHD1	Hairdresser P/T after 1760 Hrs	24.22	24.83	25.45	26.21	27.00
HPST	Student	20.30	20.81	21.33	21.97	22.63
HPOR	Porter P/T	22.72	23.29	23.87	24.59	25.33
POR1	Porter P/T after 1760 hrs	23.33	23.91	24.51	25.25	26.01

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