

# **COLLECTIVE AGREEMENT**

*between*

**THE CANADIAN UNION  
OF  
PUBLIC EMPLOYEES  
LOCAL 1263**

*and*

**THE  
REGIONAL MUNICIPALITY  
OF  
NIAGARA**

**Niagara  Region**

**January 1, 2023 to December 31, 2025**

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**NOTE: THE BOLD PRINT REPRESENTS NEW CLAUSES OR CHANGES FROM THE PAST COLLECTIVE AGREEMENT.**

This AGREEMENT made this 23 day of JULY, 2024

BETWEEN:

NIAGARA REGION LONG TERM CARE HOMES AND COMMUNITY PROGRAMS

(hereinafter referred to as the "Corporation")

OF THE FIRST PART

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
and its LOCAL 1263

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT:

### **ARTICLE 1 - PREAMBLE**

- 1.01 The purpose of this agreement is to set forth formally the rates of pay, hours of work and other working conditions, which have been mutually agreed upon, along with procedures for dealing with grievances and complaints and to promote orderly and harmonious relations between the Corporation and its employees.
- 1.02 It is agreed that it is in the mutual interest of the Corporation and employees, to provide for the efficient operation of the Homes under methods which will further, to the fullest extent possible, the morale and well-being of the employees and the residents and economy of operations, cleanliness of the Homes and protection of property.
- 1.03 It is recognized by this Agreement to be the duty of the Corporation and the Union to cooperate fully, individually and collectively for the advancement of these conditions.
- 1.04 The Union will not interfere with the successful operation of any of the Niagara Region Long Term Care Homes and Community Programs as a public service institution intended to provide adequate care and treatment to the residents.

### **ARTICLE 2 - RECOGNITION**

- 2.01 The Corporation recognizes the Union as the sole and exclusive bargaining agent for its employees of the Senior Services Division as listed under Schedule A of this collective agreement.

The Corporation shall notify the Union in writing of any new positions in the Senior Services Division and this shall be discussed by the Parties to determine whether they come within the jurisdiction of this Agreement or are excluded therefrom. If an agreement cannot be reached, the matter shall be dealt with in accordance with Step 2 and the balance of the grievance procedure.

2.02 The Corporation agrees that students will not in any way displace other employees nor will they be retained in or granted work or overtime in preference to other employees who normally perform the work.

2.03 Employees not covered by the terms of this Agreement will not work on jobs which are normally done by employees covered by this Agreement except for purpose of instruction, experimenting, or in emergencies when other employees are not readily available.

It is understood and agreed that unpaid volunteers may perform services, which are normally performed by volunteers, in order to enhance the care and wellbeing of the residents/clients.

2.04 No employee shall be required or permitted to make any written or verbal agreement with the Corporation or the Union or their respective representatives which conflicts with the terms of this Collective Agreement.

2.05 The parties agree that residents who perform services as therapy shall not be used to reduce the number of staff or interfere with the working conditions or jobs of employees covered by this Agreement.

2.06 Employee Definition

For the purposes of this Agreement, "employees" shall be defined as follows:

- (a) Full-time employees: Those employees who regularly work more than thirty-two (32) hours per week.
- (b) Part-time employees: Those employees who work thirty-two (32) hours per week or less, or those employees who are called in to work due to the absence of a regular employee.
- (c) Vacation Relief: Those employees who may only be employees employed to work during the peak vacation period as follows;

Vacation Relief Positions:

- Beginning with the calendar week which includes May 1st, and ending at the end of the pay period which includes September 30<sup>th</sup>;
- Beginning with the calendar week which includes **November** 15th and ending at the end of the pay period which includes January 30<sup>th</sup>.

Vacation relief employees will receive scheduled hours as Part-time employees referenced in 2.06(b).

Vacation Relief employees who are employed for a specific term or task under a Government Employment Program shall be entitled to all rights and benefits of the Collective Agreement with the exception of Articles:

- 10 - DISCHARGE AND DISCIPLINE
- 14 - PROBATIONARY PERIOD
- 15 - SENIORITY
- 16 - LOSS OF SENIORITY
- 17 - PROMOTIONS AND STAFF CHANGES
- 18 - LAYOFFS AND RECALLS
- 24 - PAID HOLIDAYS
- 25 - VACATIONS
- 26 - LEAVE OF ABSENCE
- 27 - SICK LEAVE
- 28 - EMPLOYEE BENEFITS
- 30.01 - SAFETY FOOTWEAR & UNIFORMS

Such employees shall receive vacation pay and paid holidays as provided by the *Ontario Employment Standards Act*. Payment of vacation entitlement shall be with each regular pay.

Such employees shall not in any way displace full-time employees nor will they be retained or granted work or overtime in preference to full-time or part-time employees who normally perform the work. Such employees may apply for a posted vacancy and will receive consideration for such vacancy before a new employee is hired.

Employees employed under a Government Employment Program shall not perform regular bargaining unit work but shall only be employed for specific tasks which would not have been done had the Government Programs not been available.

## 2.07 No Contracting Out

The Employer agrees that all work or services normally performed by employees in the bargaining unit shall not be contracted, transferred, leased, assigned or conveyed in whole or any part to any other plant, person, company or employee outside the bargaining unit. Contracting work out to an employer, who is organized and who will employ employees of the bargaining unit who would be otherwise laid off with similar terms and conditions of employment, is not a breach of this provision.

### **ARTICLE 3 - UNION SECURITY**

**3.01** All employees of the Corporation, as a condition of continuing employment, shall become and remain members in good standing of the Union according to the constitution and bylaws of the Union. All future employees of the Employer shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) calendar days of employment with the Employer for the full-time employees, and within thirty (30) worked days for part-time employees.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01** The Union acknowledges the Corporation's right to manage the Homes in all respects in accordance with its responsibilities and commitments. In addition, the methods, processes and means of performing the work are solely the right and responsibility of the Corporation.

**4.02** The Corporation has the right to make and alter from time to time rules and regulations to be observed by the employees provided that no changes in such rules and regulations shall be made by the Corporation without prior notice to and discussion with the Union.

**4.03** It is the exclusive function of the Corporation to hire, promote, demote, transfer, suspend, discipline or discharge for just cause, employees in the bargaining unit subject to the provisions of this Agreement.

**4.04** The rights and responsibilities of the Corporation as set out in this Article shall be exercised in a manner consistent with the provisions of this Agreement.

### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

**5.01** The Corporation shall deduct from every employee any dues, initiations, or assessments as are uniformly levied, in accordance with the Union constitution and/or bylaws, and owing by them to the Union.

**5.02** Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the month following, accompanied by a duplicate list of the names and addresses of all employees from whose wages the deductions have been made.

### **ARTICLE 6 - THE EMPLOYER AND THE UNION SHALL ACQUAINT NEW EMPLOYEES**

**6.01** The Corporation agrees that the President or Vice President will have twenty (20) minutes on Day 1 of Orientation to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles which also includes benefits, duties, responsibilities and obligations to the Union.

The orientation schedule, date, time, place, will be forwarded to the Union Office.

6.02 A representative of the Union shall be given an opportunity to meet each new employee within regular working hours, during Day 2 of orientation, with reasonable notice to the Unit Officer or designate, without loss of pay, for a maximum of fifteen (15) minutes, for the purpose of acquainting the new employee with the Union Stewards and Health and Safety Representatives in the Home. The Union Steward or representative will direct them to the Corporation's intranet site to access an electronic copy of the Collective Agreement, and will only provide them with a hard copy of the Collective Agreement upon request.

## **ARTICLE 7 - CORRESPONDENCE**

7.01 All correspondence between the parties, arising out of the Agreement or incidental thereto, shall pass to and from the Director, Human Resources or designated representative and the President, with copies to the Unit Officer and the National Representative, unless otherwise provided herein.

7.02 Notice to the parties shall be addressed to:

The Director, Human Resources, or designate  
The Regional Municipality of Niagara  
1815 Sir Isaac Brock Way, P.O. Box 1042  
Thorold, Ontario L2V 4T7

-and-

The President  
The Canadian Union of Public Employees, Local 1263  
500 Major St, RR1  
Welland, ON  
L3B 6J2

with a copy to:

The National Representative  
The Canadian Union of Public Employees  
Niagara Area Office  
Two Westport Centre  
110 Hannover Drive, Suite 101  
St. Catharines, Ontario L2W 1A4

## **ARTICLE 8 - NO DISCRIMINATION**

**8.01** The Corporation and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matters of race, creed, colour, sex, age, national origin, political or religious affiliation or marital status, partner, place of residence, nor by reason of their membership or activity in the Union or that of any dependent of the employee.

"Partner" is defined as a person with whom the employee has a marital, common-law same sex or opposite sex relationship.

This definition shall apply to all Articles of this agreement, including but not restricted to Article 26.04, Article 26.05, and Article 28 except Article 28.06 which will be administered in keeping with OMERS regulations. It shall determine the definition of all other familiar relationships referred to in this agreement including, but not restricted to the definition of "child", which shall include the employee's partner's child; and the definition of "in-law", which shall include equivalent relationships flowing from same sex or opposite sex common law relationships.

This definition is intended to ensure that employees in same sex relationships are treated in the same manner, in all respects, as employees in heterosexual relationships, and that such employees and their families are accorded all the rights, privileges and benefits under the agreement, which are accorded to employees in heterosexual relationships and their families.

**8.02** The Parties agree that there shall be no discrimination or harassment practiced against any employee, in accordance with the Ontario Human Rights Code, the Ontario Labour Relations Act, the Corporate Harassment in the Workplace Policy, the Corporate Respectful Workplace Conduct Policy or the Corporate Workplace Violence Prevention Policy as may be amended from time to time. The Parties further agree that it is in their mutual interest to ensure the workplace environment is respectful and free of inappropriate behavior or other offensive conduct.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

**9.01** 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, whose duties shall be to assist any employee which the Steward represents, in preparing and presenting their grievance(s) in accordance with the grievance procedures. A copy of all correspondence regarding grievances shall be sent to the office of CUPE Local 1263.

It is understood that in the spirit of attempting to settle grievances as noted above, and within the timelines set out in Article 9, employees will access a Steward within their Home, and only in the event none is available the employee may choose another Union Representative provided such selection does not cause any additional financial hardship to the Employer.

## 9.02 Informal Complaint Stage

The employee shall arrange for the presence of their Steward in accordance with 9.01 above. Should an employee not want a Union Representative to be present, they shall inform the department manager of their wishes at the time of taking up their complaint.

### (a) Matters within the home

An employee shall take up any complaint directly with their department manager within five (5) days of the event upon which the complaint originated.

### (b) Matters outside of the home (ie: Denial of Job Posting)

An employee shall take up any complaint pertaining to something involving another home directly with their department manager within five (5) days of the event upon which the complaint originated. The department manager shall arrange for a conference call with the department manager for whom the matter in question originated.

Failing satisfactory settlement in either item (a) or (b), the grievance procedure herein shall apply.

## 9.03 All grievances submitted shall be in writing.

### Step 1:

In the first instance, an employee shall take any grievance directly with the Administrator of the Home or designate within four (4) days of the reply in Article 9.02. A meeting between the Administrator or designate, the Grievor, and the Union Representative will be scheduled within five (5) days of receipt of the grievance. The Administrator or designate shall give a decision in writing within five (5) days of the meeting being held to the Union Representative in attendance.

## 9.04 Step 2:

If the grievance is still not settled, the grievance may, within ten (10) days of the receipt of the Administrator's or designates decision, be submitted to the Director of Human Resources or designate. Such a grievance shall set out the facts and the section or sections of the Agreement claimed to be violated or relied upon. A meeting with the Management Committee will take place on the pre-determined regularly scheduled grievance dates as mutually agreed upon by the Parties. The decision of the Management Committee shall be given in writing within ten (10) days after the meeting and addressed to the President with a copy to the Vice President – Regional Homes and National Representative.

#### 9.05 Mediation

Failing settlement at Step 2, the parties may, by mutual agreement, arrange the services of a Grievance Mediator whose objective is to assist the parties in reaching a resolution. The parties shall discuss the selection and availability of the agreed upon mediator and the dates and schedule for such discussions. The parties will jointly share the expenses of the Grievance Mediator.

#### 9.06 Arbitration

If the grievance is still not settled the grievance may, within thirty (30) days, be referred to Arbitration as follows:

- a) Written notice shall be given to the other party formally stating the subject of the grievance and at the same time nominating an Arbitrator. Within five (5) days after receipt of such notice, the other party shall name an Arbitrator.

The Arbitrators representing the two parties shall meet as soon as possible and will attempt to agree upon a Chairperson of the Arbitration Board and failing such agreement within five (5) days after they have first met, either party may, within five (5) days, request the Minister of Labour for the Province of Ontario to name such Chairperson.

- b) As soon as possible after the Arbitration Board has been completed by the selection of a Chairperson, it shall meet and hear the evidence and representatives of both parties and shall render a decision as soon as possible; the intention being that all decisions shall be given within thirty (30) days after completion of the Arbitration hearing.

The decision of the majority of such Arbitration Board shall be final and binding on both parties to the Agreement; and in the event that it is not possible for the Board to reach a majority decision, then the Chairperson's decision shall be final and binding.

- c) The Arbitration Board shall not have jurisdiction to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of the Agreement. The Arbitration Board shall have power to vary or set aside any penalty imposed upon the grievor.

- d) No grievance shall be submitted for Arbitration which does not involve a question concerning the interpretation, application, administration or alleged violation of this Agreement. The party receiving Notice of Arbitration may, within thirty (30) days of its receipt, give written notice to the other party objecting that the matter is not arbitrable in that it does not involve an interpretation, application, administration or alleged violation of the Agreement. In such case, the Arbitration Board shall endeavour to decide that question before dealing with the matter on the merits. However, such decision shall not be permitted to delay the proceedings so that a further sitting is required. In such case, the Arbitration Board shall reserve judgment on the question of arbitrability; and if it is decided that the matter does not involve an interpretation, application, administration or alleged violation of the Agreement, then the Arbitration Board shall not consider the matter further and the decision of the Corporation or the Union Grievance Committee in the case of a Corporation Grievance shall stand.

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration or reconvene the Board to clarify the decision, which it shall do within three (3) days.

- e) Each of the parties hereto will bear the expense of its representative and the Arbitrator appointed by it and the parties shall share equally the expenses of the Chairperson of the Arbitration Board.
- f) No person shall be selected as a Chairperson who has been directly involved in attempts to negotiate or settle the grievance or who has any pecuniary interest in the Corporation or in the Union.
- g) Nothing in this Agreement will restrict the parties from agreeing to a single Arbitrator.
- h) After filing for arbitration in accordance with this Article, by mutual consent the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

**9.07** No grievance shall be considered in any step unless it has been properly carried through all previous steps of the grievance procedure required by this Agreement, except that if at any step of this grievance procedure the Corporation or the Union does not give its decision within the allotted time limit, the grievance may be carried to the next step within the appropriate time which shall start to run from the expiration of the allotted time within which the decision should have been given.

**9.08** Group or Policy Grievance:

No grievance shall be submitted by the Union under this Article unless it involves more than one (1) employee, or unless it is a matter regarding which the Corporation has established a written policy. Such a grievance shall be filed at Step 2 within ten (10) days of the event upon which the grievance is based.

When more than one (1) employee has a common grievance, a single grievance shall be presented as provided in Step 2 and shall set out names of the employees to whom it applies.

**9.09** The Union and its representatives shall have the right to originate a grievance for an employee, other than through an employee or Steward, and to seek adjustment with the Corporation in the manner provided in the grievance procedure. Such a grievance shall commence at Step 1, and the employee(s) concerned shall be present at the hearings and discussions.

**9.10** If a grievance is not submitted in the time limit provided, it shall be deemed to be abandoned.

**9.11** At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employees or employee concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the Home and to view disputed operations and to confer with necessary witnesses.

**9.12** Corporation Grievance

The Corporation shall have the right to file a grievance as contemplated by the Ontario Labour Relations Act and the procedure shall be as follows:

Step 1

The Director, Human Resources, or designate on behalf of management shall lodge the grievance with the President of the Union within seven (7) days of the occurrence giving rise to the grievance. Within ten (10) days of receipt of the grievance, the President and two other elected or appointed officers of the Union shall meet with the Director, Human Resources, or designate to discuss the grievance. Within ten (10) days after the said meeting, the President shall deliver to the Director, Human Resources, or designate the Union's answer to the grievance.

Step 2

If the Corporation is not satisfied with the disposition of the grievance by the Union Grievance Committee, the matter shall be submitted to arbitration in which event procedure as set forth in Article 9.06 shall apply.

**9.13** The time limits fixed in both the grievance and arbitration procedure may be extended by consent of both parties.

**9.14** In this Article, the word "days" shall not include Saturdays, Sundays or paid holidays.

**ARTICLE 10 - DISCHARGE AND DISCIPLINE**

**10.01** Whenever the Corporation deems it necessary to formally investigate a matter which may result in disciplinary action up to and including discharge of an employee, the Corporation shall ensure that the employee has a reasonable opportunity for a Union Representative to attend. The Corporation will not unreasonably deny any request for a specific union representative of the employee's choice to attend.

The Union Representative shall attend any investigative meeting(s) and any subsequent meetings where discipline may be issued, save and except an emergency situation, or where an employee confirms they do not want a Union Representative to attend. In the latter case, the employee shall inform the Corporation of their wishes and sign a statement to that effect. A copy of the statement will be sent to the Union upon request.

Within five (5) days after any resulting discipline has been issued the Corporation shall give written particulars of the decision to the applicable employee with a copy to the Local President.

Notwithstanding the above, if a meeting is not held, the Corporation may discipline/discharge an employee via registered mail/courier or email. It is understood that any such correspondence shall not occur without prior consultation with a representative from Human Resources.

#### 10.02 Grievances - Disciplinary

A claim by an employee that they have been unjustly disciplined shall be treated as a grievance if a written statement of such grievance is lodged within five (5) days of the discipline:

- A. At Step 1 for discipline other than suspension or discharge.
- B. At Step 2 for reason of suspension or discharge.

10.03 Such special grievances may be settled by confirming the Corporation's actions in dismissing, suspending or disciplining the employee or by reinstating the employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or by the decision of an Arbitration Board if the matter is referred to such a Board.

#### 10.04 Time Limits – Coaching and Counselling and Discipline

- (a) The Parties agree that coaching and counselling letters are non-disciplinary however may form part of an employee's record. The Union reserves the right to grieve in keeping with Article 9.02 (a) as to the facts contained in the letter but not the issuance of the letter. It is understood that any coaching and counselling letters shall be removed from an employee's record after a period of twelve (12) months in which the employee has not received any coaching or counselling notation.
- (b) Any disciplinary action or warning in writing shall be removed from an employee's record after a period of twenty (20) months in which the employee has not received any disciplinary warning or suspension for a matter of a similar nature.

- (c) The twelve (12) month and twenty (20) periods noted in (a) and (b) above shall be extended as a result of any absence from the workplace greater than thirty (30) calendar days for a period equivalent to the duration of such absence.

10.05 In this Article, the word "days" shall not include Saturday, Sunday or paid holidays.

**ARTICLE 11 - UNION COMMITTEES AND STEWARDS**

11.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Corporation without proper authorization of the Union. In order that this may be carried out, the Corporation will recognize:

- (a) A Union Committee of six (6) employees, which shall consist of the President and the Vice President - Regional Homes of the Local or their representatives and four (4) others as elected or selected by the Union. Such Committee shall be for the purpose of renewing and/or amending the Collective Agreement.
- (b) A Grievance Committee of four (4) employees, one of whom shall be the President and one of whom shall be the Vice President - Regional Homes of the Local or their representative.
- (c) 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 Corporation.

11.02 Stewards

Stewards shall be appointed by the Union and recognized by the Corporation on the following basis:

The Meadows of Dorchester, The Woodlands of Sunset, Gilmore Lodge, Upper Canada Lodge, Rapelje Lodge and Deer Park Villa

One Unit Officer	
Housekeeping - Laundry Department	1 Steward
Kitchen - Maintenance Department	1 Steward
Nursing Department	2 Stewards
Resident and Community Programs ( <b>Recreation and Rehab</b> )	1 Steward

Linhaven

One Unit Officer	
Laundry Department - Maintenance Dept.	1 Steward
Kitchen Department	1 Steward
Housekeeping Department	1 Steward
Nursing Department	3 Stewards
Resident and Community Programs ( <b>Recreation and Rehab</b> )	1 Steward

Northland Pointe

One Unit Officer	
Housekeeping, Laundry & Maintenance Department	1 Steward

Kitchen Department	1 Steward
Nursing Department	3 Stewards
Resident & Community Programs ( <b>Recreation and Rehab</b> )	1 Steward

**Seniors Community Programs**

**One Unit Officer**

**Adult Day Programs and South Niagara Health and Wellness 1 Steward**

The Stewards appointed shall be employed in the Department whenever possible.

11.03 The Union shall notify the Corporation in writing of the name of each Steward from each home they represent and the names of Health and Safety and Return to Work (RTW) Representatives, before the Corporation shall be required to recognize them.

**ARTICLE 12 - LABOUR-MANAGEMENT RELATIONS**

12.01 (a) Meetings between the Corporation and the Union shall be held at times mutually agreeable to both parties. However, such meetings shall be scheduled not later than seven (7) calendar days after the request has been given.

(b) A statement outlining the matters for discussion will be submitted by each party not less than seven (7) working days prior to the time of the scheduled meetings, except in the case of an emergency.

12.02 Union Rights & Responsibilities

The Corporation agrees that Stewards, Grievance Committee members and other Union officers shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties while investigating disputes and presenting adjustments as provided in this Article.

It is understood that a Steward, Grievance Committee members and other Union officials have their regular work to perform on behalf of the Corporation and will not leave their work without obtaining permission from their immediate supervisor, which shall not be unreasonably withheld, and shall explain the reason for their absence. Upon resuming their regular work, they will report to their immediate supervisor.

12.03 Employees Rights

The Union agrees that employees will not be hindered, coerced or restrained or interfered with by any Union Representative or co-workers when reporting incidents which relate to the well-being of residents or other staff persons.

12.04 In consideration of this understanding, the Corporation will compensate these employees for time spent in handling such business at their regular rate of pay during scheduled working hours.

12.05 The Corporation will compensate such employees for time spent in negotiating meetings with the Corporation during regular scheduled working hours.

12.06 The Corporation will compensate a member of the Grievance Committee or an employee required to attend a grievance meeting with the Corporation's representative or other meetings regarding labour-management relations for their regularly scheduled work time spent in attending such meetings to the extent that they will suffer no loss of earnings.

12.07 The Corporation shall make available to the Union, on request, where applicable and available, information required by the Union regarding job descriptions of positions in the bargaining unit, job classifications, wage rates and a breakdown of factor rating on job evaluation, pensions and benefit plans.

### **ARTICLE 13 - NO STRIKES OR LOCKOUTS**

13.01 The parties agree that there will be no strikes or lockouts during the term of this Agreement. A "strike" or "lockout" shall be as defined in the *Labour Relations Act*.

### **ARTICLE 14 - PROBATIONARY PERIOD**

14.01 Newly hired employees shall be considered on a probationary basis for a period of five hundred (500) hours worked.

During the probationary period employees shall be entitled to all rights and privileges of this Agreement except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 8 as the basis of termination.

After completion of the probationary period, seniority shall be in accordance with Article 15.02. The Corporation will notify the Union if a probationary employee is discharged.

### **ARTICLE 15 - SENIORITY**

15.01 Seniority lists showing dates of hire and seniority hours will be available electronically and updated after each pay period.

Employees will have thirty (30) calendar days from the date in which the seniority list is posted to request adjustments. Employees must complete the Request for Adjustment Seniority Form and provide the Form to the Union for verification and sign-off prior to submitting to the Corporation. The Corporation will review and when necessary make any necessary adjustments. Seniority adjustments will be made as far back to the time of the subsequent seniority list previously posted.

Notwithstanding the above, those employees who are off on an approved leave of absence (i.e. Maternity, Sick, LTD, etc...) will have the opportunity to request adjustments upon their return to work.

**15.02**

- (a) Full-time and Part Time employees will accumulate seniority on the basis of "hours worked and recognized". For clarity, employees will accumulate up to 2080 hours every full calendar year, subject to other relevant provisions in the collective agreement.
- (b) Seniority will be recognized as the total hours worked in, or hours recognized as work within the bargaining unit or otherwise provided for herein. Service will be recognized as length of time with the Corporation. "Recognized hours" will be defined as outlined in LOU# 2 – Definition of "Recognized Hours" for Part Time and Full Time Employees.

**15.03** The seniority for full-time and part-time employees shall be shown on one list.

**The following is the process to be used when two (2) or more employees have the same seniority hours.**

**The employee with the lowest last three (3) numbers of the employee's Social Insurance Number (SIN) will be considered the more senior, and so on. If the two employees have identical last three (3) numbers, the fourth number of the SIN number will be compared, with the lowest fourth number of the two being considered the more senior.**

**Example 1:**

Employee A	XXX XXX 789
Employee B	XXX XXX 690

**Employee B is considered the most senior**

**Example 2:**

Employee A	XXX XX1 789
Employee B	XXX XX3 789

**Employee A is considered the most senior**

**15.04** The seniority shall be used in determining preference or priority for promotions, transfers, demotions, layoffs and recalls and shall operate on a bargaining unit wide basis.

### 15.05 Transfer of Seniority

Any regular full-time or part-time employee within the Corporation, who becomes a member of CUPE Local 1263 as a result of a permanent workplace accommodation due to a disability, shall transfer all accumulated seniority and/or credited service with the Corporation to CUPE Local 1263.

## ARTICLE 16 - LOSS OF SENIORITY

16.01 An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff or leave of absence approved by the Corporation. An employee shall only lose their seniority and be terminated in the event:

- a) is discharged for just cause and is not reinstated;
- b) resigns or retires;
- c) is absent from work in excess of seven (7) calendar days without sufficient cause or without notifying the Corporation unless such notice was not reasonably possible;
- d) overstays a leave of absence without satisfactory reason;
- e) 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 Corporation informed of their current address.
- f) is laid off for a period longer than eighteen (18) months.

## ARTICLE 17 - PROMOTION AND STAFF CHANGES

### 17.01 Vacancies

In this Article, vacancies shall mean those of a long-term nature, such as arising through **resignations/retirements**; new jobs; extended illness; leave of absence etc., over three (3) months.

### 17.02 Short Period Absences

- (a) Short periods of absenteeism of up to three (3) months' duration need not be posted and shall be filled consistent with 17.02 (b) below. Employees assigned to fill such absences shall not change status (ie: part-time do not temporarily become full-time, etc.). Upon completion of the temporary assignment, the employee shall return to their former permanent position. If the former permanent position no longer exists, the employee shall exercise their seniority rights in accordance with Article 18.
- (b) For short period absences which the Corporation intends to fill in the following positions: Assistant Cook, Cook, Housekeeping Lead Hand, Food Services Supervisor, Senior Day Program Coordinator and Mtn. Coordinator, Recreationist, Rehabilitation Worker or General Maintenance; the Corporation shall appoint a qualified person from within the Department according to seniority.

For short period absence that are not in the above noted positions, such hours shall be distributed in accordance with Article 19.03. Replacement **Blocks/Shifts/Hours**.

### 17.03 Job Postings

- (a) Job postings shall contain the following information: nature of the position; qualifications required; shift, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.
- (b) When a vacancy occurs or a new position is created, the Corporation shall post notice of the position electronically through the Corporation's intranet system for a period of five (5) working days, with an email copy to the Union, in order that all members will know about the position and able to make on-line application. By expressing interest through the application process, the successful applicant will be required to accept the position to which they applied.
- (c) Should external advertising for any vacancy occur, it is understood that no external candidate will be considered for any vacancy until present employees have had an opportunity to apply in accordance with the stated job posting time limits and had their qualifications assessed.

External advertising may occur from time to time concurrently with internal postings with the understanding that the above shall apply.

- (d) If an individual posts out of a position within six (6) weeks of working in the position, the vacancy shall not have to be reposted, and the original posting file shall be re-opened and the position awarded consistent with Article 17.07.

### 17.04 Position Elimination/Postponing Filling of Vacancies

When the Corporation decides to withdraw / eliminate a position or postpone the filling of a vacancy, the Corporation will notify the union office of CUPE Local 1263 in writing outlining the reasons for the change.

### 17.05 Temporary Positions

Absenteeism of over three (3) months duration such as arise because of extended illness or accident, Pregnancy and/or Parental leave, WSIB accident, leaves of absence, etc., shall be posted and filled in accordance with Article 17 of this Agreement. Such posting shall clearly state that "this is a temporary position" and any employee who is selected for such position shall be returned to their former position with the Corporation upon completion of the period of absence.

A part-time employee who is the successful applicant for a posted temporary full-time position shall retain their status as a part-time employee during such temporary assignment and shall accrue seniority consistent with Article 15.02.

### 17.06 Principles

Both parties recognize:

- (a) the principle of promotion within the service of the Corporation;
- (b) that job opportunities should increase in proportion to seniority.

#### 17.07 Awarding of Positions

- (a) In cases of promotions, the following factors shall be considered:
  - (i) seniority;
  - (ii) knowledge, qualifications, efficiency and ability to carry out the duties of the job;

Where applicants are relatively equal in respect of the factors set out in (ii) above, seniority shall govern.

- (b) In cases of transfers, appointments shall be made to the senior applicant able to meet the normal requirements of the job.
- (c) Awarding of positions from within the bargaining unit shall be made within twenty (20) days of the original posting date.
- (d) The office of CUPE Local 1263 shall be notified of all appointments, hiring's, and transfers, within fifteen (15) working days of their occurrence.

#### 17.08 Senior Unsuccessful Applicants

A senior unsuccessful applicant who applies for a posted vacancy shall receive, on request, written reason why they did not receive the posted position within five (5) working days of the request. The Corporation shall post the name of the successful applicant for each vacancy.

#### 17.09 Staff Movement

- (a) An employee who is awarded a temporary job posting shall remain in the temporary position until the temporary position ends or for at least six (6) months, whichever comes first, after which the employee can exercise any rights they have to obtain another position, including return to their former permanent position, and with a second exception that the employee shall be permitted to vacate the temporary position earlier if the employee is awarded a permanent posting or **temporary posting with more hours**.
- (b) An employee who is awarded a permanent position, need not be considered for any further temporary job postings for a period of six (6) months unless the **awarded** permanent position is part-time and the desired temporary position is full-time.
- (c) Probationary employees are permitted to apply to postings during their probationary period. The Corporation may consider probationary employees if there are no other qualified internal applicants to a job posting.

It is understood that if two or more probationary employees are being considered for any job posting, there is no obligation to offer the posting to the employee that has worked the greatest number of hours.

When probationary employees commence a new position with a new manager during their probationary period, the employee would be required to start a new probationary period in the new position in accordance with Article 14.01. Once the employee passes probation in the new position, the employee will receive seniority credit for all hours worked from the original date of hire. When probationary employees commence a new position with the same manager, they will not be required to commence a new probationary period.

#### 17.10 Trial Period

- (a) For transfers to positions with a different job title, the successful applicant has a trial period of **240 hours worked upon commencing in the new role**. During the aforementioned trial period, if the successful applicant proves unsatisfactory in the position, they shall be returned to their **previous** permanent position without loss of seniority or wage and salary within a reasonable period of time following written confirmation by the Human Resources Division, with a copy to the Union. If the former permanent position no longer exists, the employee shall exercise their seniority rights in accordance with Article 18. It is understood that the position competition may not have to be reposted if within the above-noted trial period and where there are qualified candidates of the bargaining unit who had applied in the original competition.
- (b) **Should the employee** find themselves unable to perform the duties of the new job title they shall **submit a written request to their manager to return to their former permanent position within the 240 hours worked upon commencing in the new role**. **The employee shall be return to their previous permanent position and the balance of the language outlined in (a) above shall also apply.**
- (c) During the trial period, the vacancy created by the successful applicant will not necessarily be posted. If and when the successful applicant proves satisfactory, the successful applicant's former position shall be posted in accordance with Article 17.

#### 17.11 Accommodation

An employee who has been incapacitated at their work by injury or compensable occupational disease/illness, or who through advancing years or temporary disablement is unable to perform their regular duties, will be given preference in employment in other work they can do if such work is available. Such employee may not displace an employee with more seniority.

**17.12 Loss of Permanent Positions**

After eighteen (18) consecutive months from the first day of absence, from a permanent position, such temporary vacancy shall be posted as a permanent position and filled in accordance with Article 17 of this Agreement. For clarity, unless otherwise agreed this language applies to all absences, except when an employee takes pregnancy and parental leave concurrently and has some other authorized leave immediately preceding or following such leaves, such temporary vacancy shall be posted as a permanent position after twenty-four (24) consecutive months.

**17.13 Position Outside the Bargaining Unit**

No employee shall be promoted or transferred to a position outside the bargaining unit without their consent. If an employee is promoted or transferred to a position outside of the bargaining unit they shall retain their seniority acquired at the date of leaving the unit for a period of not more than eighteen (18) months for temporary positions and not more than six (6) months for permanent positions. If such an employee returns to the bargaining unit they shall be placed in a job consistent with this seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority and shall be subject to discussion between the Union and the Corporation.

**17.14 "Working Days"**

Throughout Article 17, working days shall not include Saturdays, Sundays or paid holidays.

**ARTICLE 18 - LAYOFFS AND RECALLS**

**18.01**

- (a) Both parties recognize that job security should increase in proportion to seniority.
- (b) Definition of Layoff
  - reduction in standard weekly hours of work (i.e. 24 to 15 hours)
  - elimination of permanent position or redundancy
  - displaced from permanent position due to the exercise of seniority

Notwithstanding the above it is agreed that when increased permanent funding is provided to the Corporation which results in an increase of hours that the following process will be followed:

- 1) The applicable Home will be identified (eg. Rapelje Lodge).
- 2) The applicable position and shift rotation will be identified (eg. HCA/PSW – 16 hours – Evenings).
- 3) The increase of hours to the position will be offered in order of seniority beginning with the most senior employee from the list

identified above (eg . most senior employee at Rapelje Lodge who holds a HCA/PSW – 16 hours – Evenings position shall be offered the increased HCA/PSW – 20 hours – Evening position)

- 4) It is further understood that this does not constitute a layoff.

### 18.02 Notice of Layoffs

In the event of a proposed layoff at any one of the Corporation's Homes of a permanent or long-term nature, the Corporation will, except in circumstances beyond its control:

- (a) provide the Union office of CUPE Local 1263 with three (3) months and the initially affected employee(s) with a minimum of one (1) month notice of layoff of a permanent or long-term nature; and
- (b) meet with the Union through the Labour Management Committee to review the following:
  - (i) the reason causing the layoff;
  - (ii) the service the Corporation will undertake after the layoff;
  - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

Any agreement between the Corporation and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in the Agreement.

### 18.03 Exercising of Seniority Rights

- (a) When a layoff is necessary as defined in Article 18.01 (b), and as per Article 18.02 the Corporation shall issue a notice of layoff to the most junior employee in the affected job title in the Home and, if applicable, shift with a copy to the office of CUPE Local 1263. The initially laid off employee(s) may, if they choose, accept the layoff or make a decision within five (5) working days to displace a less senior individual in the bargaining unit, provided the senior employee has the necessary qualifications and ability to perform the duties of the job.

A displaced employee(s) may choose to, accept the layoff, or, make a decision within three (3) working days to displace a less senior individual in the bargaining unit, provided the senior employee has the necessary qualifications and ability to perform the duties of the job.

- (b) A trial period does not exist for employees who have bumped into a position. If the individual is unable to continue their placement in the bumped position, within thirty (30) days of placement, then the employee shall be laid off.
- (c) Should an individual be displaced from a temporary position then the individual

shall return to their permanent position, if one exists. Should the individual not have a permanent position to return to, then the individual shall exercise their seniority rights in accordance with the above.

- (d) Other employees who are subsequently affected by the displacement shall be allowed to exercise their seniority rights in the same manner as noted above.
- (e) Any employee displaced will be notified by Human Resources with information as to their rights under this clause.
- (f) In the event an employee is unable to find a suitable position due to being displaced or laid off, they shall accept layoff.

18.04 Employees who are laid off shall be given preference in distribution of hours, return to former position, and recall in accordance with the following provisions:

(a) Distribution of Hours

With the understanding of the intent to restore laid off employees to pre-layoff earnings, reasonable efforts will be made by the Employer to offer opportunities and reasonable efforts will be made by the employee to accept work to regain hours of work and earnings as follows:

- (i) Employees who have been laid off, as defined in Article 18.01, and who have had a reduction in hours shall receive any extra shifts that will bring their hours up to the number of guaranteed hours they had prior to being laid off. Part-time staff who are not regularly scheduled to work, shall receive replacement hours in order of seniority only after employees who are on layoff have received their hours first.
- (ii) Employees, who as a result of layoff, have assumed a position within the same department that has a lesser wage rate than the position from which they were displaced, shall receive any additional available work in the department in the position from which they were displaced, provided such work can be scheduled in advance.

(b) Recall to Former Position

An employee who does not hold a position as a result of a layoff, as defined in Article 18.01(b), shall be subject to recall and offered a vacancy within the same job title and Home and pre-layoff hours after the position has been posted and not filled. The employee shall be required to accept such recall in accordance with Article 16.01(e) of this Agreement.

(c) Job Postings

Employees who have been laid off, as defined in Article 18.01, shall have the right to apply for job postings in accordance with Article 17 and shall be considered as an internal candidate.

**18.05** No new employee shall be hired until those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

**18.06** **Notification of Recall**

- (a) The Corporation through the Human Resources Division shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Corporation (which notification shall be deemed to be received on the 4th day following the date of mailing), with a copy to the office of CUPE Local 1263. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for their proper address being on record with the Corporation and through written notification of their availability to work.
- (b) Employees who have been on layoff or recall for eighteen (18) months shall be notified by the Human Resources Division, in writing of the expiry date of their layoff and recall rights consistent with Article 16.01 (e).

**18.07** In order that the operations of the Union will not become disorganized when layoffs are being made, members of the Local Executive Board and the Vice President - Regional Homes shall be the last persons laid off during their terms of office, so long as full-time work which they are qualified to perform, is available.

**18.08** **Benefits**

For employees who are enrolled in the respective benefit plan at the time of layoff, the Corporation agrees to pay its share of premiums for group insurance plans so requested by the employee in writing to a maximum of **90 calendar days** following the **date** of layoff and subject to the employee paying their full share of such premiums from final wages. In the event of a longer layoff, and not exceeding twelve (12) months, and subject to approval of the policy carrier, eligible employees may be given the opportunity to continue their specified coverage in accordance with Article 28.10.

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

**18.10** No full-time employee shall be laid off by reason of their duties being assigned to one or more part-time employees except in cases where the hours of coverage required in what was formerly a full-time position have diminished to less than full-time hours.

## ARTICLE 19 - HOURS OF WORK

### 19.01 Standard Hours of Work

- (a) It is understood and agreed that the Home is a twenty-four (24) hours per day, seven (7) days per week, continuous operation and the services must be maintained on a rotating basis of up to three (3) shifts. Employees required to work shifts shall be scheduled at a minimum of one week intervals whenever possible.

The regular work day shall consist of eight (8) hours of work inclusive of meal period.

The regular work week shall not be more than forty (40) hours for each employee in each calendar week.

- (b) The Corporation does not guarantee the above standard hours of work; but before any change is made, or new or different shifts are established, there will be prior notice to and discussion with the Union.

Subject to contingency of service requirements at the Home, time off shall be scheduled to allow full-time employees to have an equal number of weekends off, wherever possible. Furthermore, full-time employees are required to work an equal number of weekends during the calendar year and schedules shall be amended to achieve this requirement.

Part-time employees will be scheduled to work every other weekend, if the work is available. **Notwithstanding this, part-time employees may be scheduled additional weekends where they indicate availability to work.**

### 19.02 Posted Schedules

- (a) All scheduled shifts for all departments shall be posted four (4) full weeks in advance. Such schedules will show the employee's regular days of work, together with regular assigned time off.
- (b) Once the schedule has been posted:
- i. all replacement shifts will be offered to part time and 0 hour part-time staff in accordance with Article 19 with the understanding that staff will be contacted to be offered any replacement shifts.
  - ii. there will be no rearrangement of the posted schedule without twenty-four (24) hours' notice to the employee involved, except in case of emergency or unless someone is returning after an illness.

- (c) No employee shall be scheduled to work more than five (5) consecutive days except upon the employee's own request.
- (d) No employee shall be required to work a split shift

### 19.03 Replacement Blocks/Shifts/Hours

#### (a) Replacement Blocks

All part-time employees **must** indicate on 'My Worklife' prior to the schedule being prepared and posted their availability and desire to be scheduled for a **40-hour block**. The allotment of **40-hour blocks** shall be awarded first in accordance with the employee's seniority and availability and will be assigned prior to scheduling replacement shifts/hours.

The manager/scheduler will first consider the full-time staff vacancies and assign the block to the most senior available part-time staff member **who requested block hours**.

Any remaining available hours (made up of a combination of the part-time employees fixed hours **from the master schedule** and vacant shifts) will be assigned based on seniority **to those who have requested the blocks**.

**The ability to sign up for replacement blocks will be available year round for all departments.**

#### (b) Replacement Shifts/Hours

When preparing the schedule, replacement hours will be distributed to part-time employees with less than 24 scheduled hours by seniority until all part-time employees work 24 hours. When all part-time employees are scheduled to work 24 hours, additional replacement hours will be offered by seniority.

Once the schedule has been posted, replacement hours will be offered by seniority with the understanding that staff will be contacted to be offered any replacement hours unless they have indicated otherwise on the Vine via 'My Worklife' site.

Where an employee identifies availability, and the employee is regularly scheduled for a shift less than eight (8) hours, the employee shall be scheduled an eight (8) hour replacement shift where available prior to the schedule being posted.

- (c) **When vacation relief employees exist as defined under Article 2.06 (c) they will be scheduled/offered available replacement hours as follows:**

**Step 1: Part-time employees scheduled/offered up to 24 hours per week.**

- Step 2: Vacation relief scheduled/offered up to 24 hours per week.**  
**Step 3: Part-time employees scheduled/offered up to 40 hours per week.**  
**Step 4: Vacation relief scheduled/offered up to 40 hours per week.**

**19.04 Schedule / Definition of Shifts:**

The day measured on a midnight-to-midnight basis, during which the majority of the hours of a shift are worked, shall determine the calendar day to which that shift shall belong.

- (a) A day shift shall be one in which the majority of the scheduled hours fall between 7:00 a.m. - 3:00 p.m.
- (b) An afternoon shift shall be one in which the majority of the scheduled hours fall between 3:00 p.m. – 11:00 p.m.
- (c) A night shift shall be one in which the majority of the scheduled hours fall between 11:00 p.m. - 7:00 a.m.
- (d) A weekend shift shall be one in which the majority of the scheduled hours fall between 2300 hours Friday and 2300 hours Sunday.

(e) **Rest Breaks**

- |                 |  |
|-----------------|--|
| Day Shift       | two (2) fifteen (15) minute breaks, one (1) in the morning and one (1) in the afternoon. |
| Afternoon Shift | one (1) thirty (30) minute break during shift.   |
| Midnight Shift  | one (1) thirty (30) minute break during shift.   |

**19.05 Part-Time Commitment for staff with less than 24 hours of regularly scheduled shifts:**

- (a) Part-time employees must declare a minimum availability as follows consistent with the master schedule (ie: shifts available on the schedule).
  - 1. For employees who work in a 24/7 operation (nursing, PSW & RPN) they must declare a minimum of 8 shifts (64 hours) per week and commit to working no less than 3 shifts per week (24 hours) which shall include:
    - 2 out of 3 shifts (Days/Evenings, Days/Nights, or Evening/Nights);
    - Every other weekend;
    - Christmas Day or New Year's Day

2. For employees in non 24/7 operations, they must declare a minimum of 32 hours per week and commit to working no less than 24 hours per week which shall include:

- Every other weekend (if the work is available)
- Christmas Day or New Year's Day (if the work is available)

It is understood that Part-time employees will be scheduled to work, if the work is available.

(b) Part-time employees who are not regularly scheduled to work and who continue to **not provide the minimum availability**, refuse or continue to be unavailable to work assigned shifts will result in discontinuance of the employment relationship.

(c) Those employees that were "grandparented" on the date of ratification in 2014 will remain "grandparented" until such time they transfer through the job posting process or exercise their seniority rights through the bumping process. **In either case the employee** would then be required to work in accordance with a) or b) as outlined above.

#### 19.06 Reporting Pay

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

#### 19.07 Day Light Savings

The increase or reduction in the duration of a shift as a result of changes in daylight saving and standard times will result in the employee being paid their straight time rate for all hours worked on such shift (ie. 7 hours or 9 hours).

#### 19.08 Alternate Agreements

Where the Corporation and the Union agree to a work schedule for a department in any Home adherence to that schedule shall not be considered a violation of Article 19 of this Agreement.

#### 19.09 Annual Pay Period Schedule

It is mutually agreed that a schedule for the year defining the pay periods, commencing with the 11:00 p.m. shift and ending with the 3:00 p.m. shift for pay period will be prepared.

## **ARTICLE 20 - PREMIUMS**

### **20.01 Shift Premiums**

#### **(a) Afternoon/Night**

Employees shall receive an additional compensation of \$0.70 per hour for working the afternoon or night shift as defined under Article 19 (Hours of Work). Shift premiums shall apply in calculating vacation pay and pension contributions.

#### **(b) Weekend**

Weekend premium \$0.65 per hour for hours worked between 2300 Friday and 2300 hours Sunday.

### **(NEW) 20.02 Preceptor Premium**

Registered Practical Nurses (RPNs) may be assigned as a Preceptor for a designated RPN student for the purpose of supporting consolidation or to support the Supervised Practice Experience Program through the College of Nurses of Ontario (CNO). RPNs shall be paid a premium of sixty cents (\$0.60) per hour, in addition to their regular salary and applicable premium allowance for all hours working as a Preceptor.

### **(NEW) 20.03 Nurse 'In Charge' Premium**

In circumstances where the Registered Practical Nurses (RPNs) performs the work of a Nurse 'in charge' they will be compensated with the following premium. When there is an absence of Nursing Management and registered staff in a Home the RPN on shift may be required to take on additional responsibility. A RPN may be assigned the responsibility of being 'in charge' and shall receive an allowance of one dollar and eighty-five cents (\$1.85) per complete hour of 'in charge' assignment. This premium would be in addition to any other premiums entitled to under the collective agreement such as holiday premium, shift premium etc.

## **ARTICLE 21 - OVERTIME**

### **21.01 (a) General**

Authorized overtime worked will be paid at the rate of time and one-half (1.5) the employee's regular rate of pay. In lieu of such payment, an employee may choose to bank all hours paid on the overtime shift to be used at a later time subject to mutual agreement. Such time off shall be taken at a mutually agreeable time.

No overtime shall be paid to an employee who works in excess of their regularly scheduled work hours in a one calendar week period or on a regularly scheduled day off as a result of an exchange of a shift between two employees.

**(b) Full Time Employees**

**Overtime work for full time staff shall be work performed in excess of regularly scheduled work hours on a daily or calendar week basis.**

In any calendar week if an employee works on their first regularly scheduled day off, they shall be paid at the rate of time and one-half (1.5); and if they work on their second regularly scheduled day off, they shall be paid at the rate of double their regular rate of pay.

**(c) Part Time Employees**

Overtime work for part time staff shall be work performed in excess of the normal eight (8) hour shift or in excess of forty (40) hours in any calendar week. **For clarity, those who work on their regularly scheduled day off but have not performed work in excess of their scheduled shift or in excess of forty (40) hours in a calendar week do not qualify for overtime pay.**

**21.02 Overtime Opportunities**

Opportunities for overtime work shall be distributed by the Corporation as equally as is practicable among the employees in a department who normally perform the work involved, and in accordance with Overtime Protocol developed by both Union and Management and as may be amended by mutual agreement from time to time.

**21.03**

(a) Employees shall not be laid off during regular hours to equalize any overtime work.

(b) **Premium on O.T. Worked**

Employees shall receive any applicable shifts and/or weekend premium(s) on overtime hours worked, exclusive of the overtime premium being applied to any shift and/or weekend premium. It is understood that there shall not be any pyramiding on premium pay.

**ARTICLE 22 - CALL IN PAY**

**22.01**

(a) An employee who is called in outside their standard hours, other than for scheduled overtime work, shall be paid either a minimum of four (4) hours at straight-time rates, or at their applicable overtime rate for the time worked on the call-in, whichever is the greater.

- (b) An employee who is called in to replace an employee for a full eight (8) hour shift shall be paid for the eight (8) hours provided they report for work within **sixty (60)** minutes of the normal starting time. If the employee reports for work later than **sixty (60)** minutes from the normal starting time of the shift, the employee shall be given the option to work the full eight (8) hour shift.

## **ARTICLE 23 - TRANSPORTATION FOR EMPLOYEES**

**23.01** When the Corporation shall call any employee after 10:00 p.m. to come into work between 11:00 p.m. and 7:00 a.m., the Corporation shall, if requested, provide transportation from and to the employee's home and shall otherwise comply with the Employment Standards Act.

## **ARTICLE 24 - PAID HOLIDAYS**

**24.01** (a) The Corporation recognizes the following paid holidays at the employee's standard rate of pay:

New Year's Day	Civic Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

**Two (2) float days**, to be scheduled at a mutually agreed time and, any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Government.

(b) Part-time clarity:

*New Year's Day	Civic Day – Must Work
*Family Day	*Labour Day
*Good Friday	*Thanksgiving Day
Easter Monday – Must work	Remembrance Day – Must Work
*Victoria Day	*Christmas Day
*Canada Day	*Boxing Day

Paid Holidays (\*) when not worked will be paid in accordance with Employment Standards Act. Paid Holidays (Must Work) requires Part-time employees to work such day to be entitled to be paid for the Paid Holiday.

(c) Float Day

Employees who are permanent full-time on January 1st shall receive **two (2) float days**, to be scheduled upon a mutually agreed upon time.

Employees who are part-time and actively working as of March 31<sup>st</sup> shall receive a payment equal to **two (2) four (4) hours pay (totaling eight hours pay)** hours pay at their regular hourly rate in the following pay period in lieu of the float days. Part-time employees who change status to permanent full-time between January 1<sup>st</sup> to March 30<sup>th</sup> shall receive **two (2) float days of eight (8) hours each**. Part time employees who change status to permanent full time on or after March 31<sup>st</sup> are not eligible for **the float days** in that current year since such employees have been compensated for float hours on March 31<sup>st</sup>.

24.02 A full-time employee who is not required to work on the above paid holidays shall receive holiday pay equal to one (1) normal day's pay or a lieu day off with pay at a time mutually agreeable to the Corporation and the employee, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday.

It is understood that an employee will not be required to work their scheduled shift before or after a paid holiday if the employee is absent on sick leave, or if they are on an authorized leave of absence or unless excused in writing by their supervisor or the Administrator.

24.03 The Corporation may require employees to work on paid holidays; and it is agreed that they will receive time and one-half (1.5) for the time worked; and, in addition, they shall receive a lieu day off with pay at a time mutually agreeable to the Corporation and the employee, provided that they have worked their full scheduled shift immediately preceding and succeeding the paid holiday, unless they are absent on sick leave supported by appropriate medical documentation.

Notwithstanding the above, when the Corporation deems it necessary to reduce staffing in any department, the opportunity to work the paid holiday will be offered in order of seniority first to those who were already scheduled to work before offering the opportunity to other employees within the department.

24.04 When an employee is scheduled to work on a paid holiday and does not work, the employee shall not be paid for the holiday unless excused in writing by their supervisor or the Administrator.

It is further agreed that part-time employees covered by this Agreement have the same responsibility to work on paid holidays when required.

24.05 If a paid holiday is observed during an employee's vacation, such employee shall be given another day's vacation with pay or wages in lieu thereof.

24.06 Part-time employees will be paid for time worked at the rate of double time and one-half (2.5). Such employees may opt to take an unpaid day off in lieu of the holiday worked. If they do not work a holiday, they shall be paid in accordance with the *Employment Standards Act*.

**24.07 Payout – Annual Bank**

Full-time employees who are entitled to a lieu day off in accordance with Article 24.03(Paid Holidays) and Article 21.01(Overtime) and part-time employees who are entitled to a lieu day off in accordance with Article 21.01(Overtime) may elect to bank the time owed to them as prescribed under those Articles for use at a mutually agreeable time. As of the last pay date of November, equivalent cash payment shall be made at the employee's applicable current rate of pay for all accumulated time in the employee's bank with the exception of five (5) days which may be carried over past November. Furthermore, employees may request cash payment at their applicable current rate of pay for accumulated time in their banks throughout the year and such payment shall be processed on the regular pay cheque.

**24.08 Payout Banks – 18 Months**

When an employee has been absent from the workplace for eighteen (18) consecutive months from the first day of absence, all banks including vacation, lieu, personal holiday and overtime shall be paid out at the employee's hourly rate of pay as of their last day work. Sick leave payout shall be in accordance with Article 27.09.

**ARTICLE 25 - VACATIONS**

**25.01** Full-time employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

<i>Years of Credited Service as of December 31 in the Current Year</i>	<i>Vacation</i>	<i>Vacation Pay</i>
Less than one (1) year	One (1) working day for each month up to a maximum of ten (10)	4%
One (1) year or more	Two (2) weeks	4%
Three (3) years or more	Three (3) weeks	6%
Eight (8) years or more	Four (4) weeks	8%
Fifteen (15) years or more	Five (5) weeks	10%
Twenty-five (25) years or more	Six (6) weeks	12%
One (1) day for each year of service after thirty (30) years of service		

**25.02** Vacation pay for full-time employees will be calculated at the appropriate percentage (indicated in Article 25.01) of vacationable earnings in the vacation year ending December 31<sup>st</sup> or forty (40) hours pay at the employee's regular rate, whichever is greater.

**25.03** A full-time or part-time employee terminating their employment at any time in their vacation year before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages payable to them under this Article in lieu of such vacation.

25.04

(a) An employee entitled to up to three (3) weeks' vacation may take it at one time during the calendar year.

(b) **For the purpose of applying the below, a vacation week will be defined as the period of Monday to Sunday, inclusive.**

(c) Vacation Lists – January 1<sup>st</sup> to June 30<sup>th</sup>

For the vacation period from January 1<sup>st</sup> to June 30<sup>th</sup>, each department shall post a list by October 1<sup>st</sup> and the employee shall indicate by October 15<sup>th</sup> the vacation period the employee wishes.

The manager shall post this list of the vacation periods by November 15<sup>th</sup>. After this date, the manager or the employee shall not alter that vacation periods unless by mutual consent.

The manager shall then set the vacation periods, taking into account the wishes of the employee on the basis of seniority, insofar as the manager considers consistent with the efficient functioning of the department; but consideration of seniority shall be related only to the first three (3) weeks of an employee's vacation.

(d) Vacation Lists – July 1<sup>st</sup> to December 31<sup>st</sup>

For the vacation period July 1<sup>st</sup> to December 31<sup>st</sup>, each department shall post a list by February 1<sup>st</sup> and the employee shall indicate by February 15<sup>th</sup> the vacation period the employee wishes.

The manager shall post this list of the vacation periods by March 15<sup>th</sup>. After this date, the manager or the employee shall not alter that vacation periods unless by mutual consent.

The manager shall then set the vacation periods, taking into account the wishes of the employee on the basis of seniority, insofar as the manager considers consistent with the efficient functioning of the department; but consideration of seniority shall be related only to the first three (3) weeks of an employee's vacation.

(e) An employee entitled to a vacation in excess of three (3) weeks may, with the approval of the manager, take their vacation at one time during the calendar year.

(f) Unused vacations may not be accumulated without the prior approval in writing of the Administrator of the Home.

**25.05 Approved Leave – On Vacation**

Where an employee qualifies for sick leave requiring hospitalization, bereavement or any other approved leave during the period of vacation, there shall be no deduction from vacation credits for such absence. By mutual agreement, the period of vacation so displaced shall either be added to the vacation period or be reinstated for use at a later date.

**25.06** Part-time employees shall be entitled to an annual vacation in accordance with credited service with pay calculated at the appropriate percentage of vacationable earnings in the vacation year ending December 31st as follows:

<i>Years of Credited Service as of <u>December 31 in the Current Year</u></i>	<i><u>Vacation</u></i>	<i><u>Vacation Pay</u></i>
Less than one (1) year	5/6 of a day for each month worked	4%
One (1) year or more	Two (2) weeks	4%
Five (5) years or more	Three (3) weeks	6%
Ten (10) years or more	Four (4) weeks	8%
Seventeen (17) years or more	Five (5) weeks	10%
Twenty-seven (27) years or more	Six (6) weeks	12%

**25.07** Employees who are absent without pay for more than three (3) consecutive months for reasons other than WSIB shall receive a pro-rated reduction in their vacation entitlement.

**25.08 Vacation Scheduling – March Break and Week Between Christmas Day and New Year’s Day**

Notwithstanding any other clauses contained in the collective agreement, the Parties hereby agree that upon written request for time off the week of March Break and/or the week between Christmas Day and New Year’s Day, such request shall be approved on a rotation basis from year to year, insofar as the manager considers the vacation request(s) to be consistent with the efficient functioning of the department.

In order to ensure that individuals shall be given an equal opportunity to have the above noted vacation times, it is understood that the vacation requests will be processed on a rotation basis from one year to the next, rather than on a seniority basis.

## **ARTICLE 26 - LEAVE OF ABSENCE**

### **26.01 Personal Leave**

The Corporation will grant leave of absence without pay and without loss of seniority provided that such leave is for good and sufficient reason and can be granted consistent with the requirements of the Corporation. Requests shall be in writing and shall be submitted to the Administrator of the Home at least two (2) weeks in advance of the commencement of the requested leave, unless the circumstances make it impossible to do so. Replies shall be in writing and shall include the reason if the request is not granted. Such leaves shall not be granted during the months of July, August or December unless, in the opinion of the Corporation, there are exceptional circumstances.

### **26.02 Conventions and Conferences**

Employees selected by the Union to attend conventions and conferences of the Union shall, where reasonably possible, be granted leave of absence without pay for the same provided the Corporation is given two (2) weeks notice in writing with a copy to the Administrator and Managers. No more than three (3) employees from any one Home may be absent at any one time. In any one Home, such leaves without pay shall not total more than one hundred (100) working days, in one calendar year, excluding traveling time. The Corporation will continue to pay the employee's salary and benefits and invoice the Union for the same.

### **26.03 Jury or Witness Duty**

The Corporation shall grant leave of absence without loss of seniority to any full-time or part-time employee who serves as a juror or witness in any Court. The Corporation shall pay such an employee the difference between their normal earnings and the payment the employee received 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. The employee shall notify the Corporation if they know in advance that they will be required to attend court.

### **26.04 Bereavement Leave**

When death occurs in the immediate family of a full-time or part-time employee, said employee shall be granted leave of absence with pay for attending the funeral or memorial service and making necessary arrangements and for mourning as follows:

Five (5) days - spouse, son or daughter, mother or father, guardian, brother or sister, and grandchildren.

Three (3) days – step-parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and grandparents.

An employee shall be paid for such of those days as are scheduled working days. Additional travel time, where required, will be provided without pay.

An employee who can show proof of death of their spouse, child, father, mother, brother, sister and grandchildren but because of distance is unable to attend the funeral, shall be granted paid leave in accordance with the above.

**Employees may be granted flexibility to distribute the bereavement leave over two (2) occasions, not exceeding their entitlement above, in order to accommodate funeral / celebration of life / cultural practices. It is understood that if the employee requests to divide the leave, this request must be made to the employee's manager at the time of the first request.**

Subject to advanced notification to the Employer, no person will be denied leave without pay for reason of attending a funeral as a pall bearer.

#### **26.05 Pregnancy and/or Parental Leave**

- (a) Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy leave in accordance with provisions of the Employment Standards Act. The Corporation shall have the right at any time during or after the pregnancy to require the employee to produce a medical certificate that the employee is fit to carry out the normal duties of their occupation; and in the event the employee cannot supply a certificate that the employee is fit to carry out their normal duties, the Corporation shall have the right to require that the employee then take a leave of absence, as set out above, without pay.

On return from pregnancy leave, the employee shall provide the Corporation with at least two (2) weeks written notice. On return from pregnancy leave, the employee will be reinstated to their former permanent position, if it still exists. If the position does not exist upon their return, the employee shall exercise their seniority rights in accordance with Article 18. An employee on pregnancy leave shall continue to accumulate seniority during such leave.

An employee who is on pregnancy leave as provided under this agreement and who is in receipt of employment insurance pregnancy benefits, shall be paid the difference between an employee's fifteen (15) week EIC pregnancy benefit and seventy-five per cent (75%) of the regular weekly earnings other than shift premiums or bonus at the time of the leave, and the sum of the regular weekly Employment Insurance benefits and other earnings to a maximum of \$120/week and subject to the combined benefits not exceeding 95% of the employee's weekly earnings, provided such employee has been employed a minimum of three (3) months by the Corporation and has had such earnings from the Corporation within a twelve (12) month period.

- (b) Parental Leave: Upon written request, leave of absence without pay and without loss of seniority shall be granted for parental leave in accordance with provisions of the Employment Standards Act.

On return from parental leave, the employee shall provide the Corporation with at least two (2) weeks written notice. On return from parental leave, the employee will be reinstated to their former permanent position, if it still exists. If the position does not exist upon their return, the employee shall exercise their seniority rights in accordance with Article 18. An employee on parental leave shall continue to accumulate seniority during such leave.

#### 26.06 Elections

Employees shall be entitled to three (3) consecutive hours off for the purpose of voting in any Provincial or Municipal election and four (4) consecutive hours off for the purpose of voting in any Federal election or referendum, unless otherwise amended by statute. If the normal hours of employment do not permit this, such additional time shall be given at the convenience of the Corporation as may be necessary to provide such three (3) or four (4) (Federal election) hours while the polls are open. The employee shall suffer no loss of pay for such absence.

#### 26.07 Treatment – Military Service

When an employee is absent when called by the Canadian Pension Commission or while detained at a military hospital for observation, examination or treatment in connection with a disability sustained as a result of military service, the Corporation shall continue to pay the employee's normal salary or wage for such period of absence, less any allowance or gratuity other than for transportation and meals received by the employee from the Department of Veteran's Affairs. Employees shall be required to present a Veteran's Affairs chit for the amount of time detained.

#### 26.08 Leave and Costs for Continuing Education

- (a) Upon completion of the probationary period, the Corporation agrees to pay, upon prior written approval from the manager, up to a maximum of one thousand, two hundred (\$1,200) per year, including tuition and required text towards the cost of any academic or technical course of study approved by the Corporation. Applications for approval shall be made by the employee as required by the Corporation which shall have the exclusive right to determine whether or not such course is appropriate for the employee involved. If the course is not deemed appropriate the reason shall be given in writing to the employee. The Corporation shall also determine from time to time the conditions under which such payments shall be made and shall advise the Union immediately of any change of policy.
- (b) When it is necessary to write an examination following completion of a course of study approved through the Corporation's Adult Education Policy, time off without loss of pay or seniority will be granted sufficient to write such an examination. Travel or other expenses will not be covered. Application for approval of such courses is to be made to the Director Seniors Services.

## 26.09 Union Leaves

- (a) Upon receipt of reasonable notice, the Corporation shall grant leave of absence without pay and without loss of seniority to only one (1) employee who is elected or selected for a full- or part-time position with C.U.P.E. National, The Ontario Federation of Labour or The Canadian Labour Congress for a period of up to two (2) years. The employee shall be entitled to return to their former position at the expiration of the period or to another position in accordance with their ability and seniority, if their former position is not available.
- (b) Where leave of absence has been granted under this Article to an employee who has been elected to the National Executive Council of the Canadian Labour Congress such leave of absence shall be automatically renewed for the duration of the employee's term of office.

Seniority and sick leave credit status for such employee shall be established by the Corporation at the time of expiry of the original two (2) year leave.

## 26.10 Public Office

When elected to Federal or Provincial office, the Corporation will grant leave of absence without pay and without loss or further accumulation of seniority, for one (1) term of office. One further extension of one (1) term may be granted on written application.

The Employer will grant leave of absence to employees who are candidates in a Federal, Provincial, or Municipal election without pay and without loss or further accumulation of seniority.

## 26.11 Flex Days

An employee who wishes a day's leave of absence without pay for personal reasons shall be granted such leave upon giving reasonable notice (a minimum of two (2) hours for a day shift and four (4) hours for afternoon and night shifts, **wherever possible**) prior to the start of their shift. Such leave shall be limited to no more than three (3) shifts per calendar year.

## 26.12 Absence – 18 Months or Greater

During the first eighteen (18) months of an absence, from work or permanent position, an employee returning to work shall be entitled to return to their former position. An employee returning to work or permanent position after an absence in excess of eighteen (18) months shall exercise their seniority rights in accordance with Article 18 of this Agreement.

### 26.13 Educational Upgrading

The Employer acknowledges the desire of employees to obtain or upgrade educational qualifications. Subject to the operational needs of the Home and notwithstanding Article 2.04, the employee and Employer will discuss flexible hours of work to allow the employee to attend approved educational sessions. Such agreements shall be in writing.

26.14 For all leaves under this Article 26 seniority accrual will be consistent with LOU #2

## **ARTICLE 27 - SICK LEAVE**

27.01 Pay for sick leave is for the sole purpose of protecting full-time employees against loss of income when they are legitimately ill, disabled, quarantined by authority of a Medical Officer of Health or because of an accident for which compensation is not payable under the Workplace Safety & Insurance Act.

27.02 Subject to Article 27.03 each January 1<sup>st</sup>, all full-time employees who have completed their initial probationary period shall have eighteen (18) days sick leave credited to them in advance. In the event of termination of employment during the calendar year, this credited advance will be reduced proportionately.

All new employees hired after January 1<sup>st</sup>, shall be entitled to one and one-half (1.5) days per month sick leave credit accumulated from the first day of the next month after completion of their probationary period.

Part-time employees with accumulated sick leave credit as of the date of signing this Agreement shall be entitled to retain and use such credits, but shall not be entitled to any further accumulation or participation in the sick leave plan provided by this Agreement.

### 27.03 Maximum Sick Leave Accumulation and Sick Leave Pay-out

- (a)
  - (i) Any and all of the unused portion of sick pay credit shall be accumulated to benefit the employee from year to year, provided that no employee shall be entitled to accumulate sick leave credit in excess of three-hundred and forty (340) days.
  - (ii) Upon death or termination of employment after five (5) years of service, an employee or their representative shall be entitled to be paid an amount equal to 45% of the value of their accumulated sick leave credits, but not exceeding one-half (0.5) year's earnings at the rate received by such employee immediately prior to such death or termination.
- (b) All employees of the Corporation who, previous to the enactment of Bill 174, did possess accumulated sick leave credits shall be entitled to retain such accumulated sick leave credits thereafter in accordance with Bill 174 or any other applicable statute.

27.04 The number of days for which an employee received sick pay shall be deducted from their cumulative sick leave credits on a straight time basis and charged to the nearest quarter. Sick leave payment will be at the employee's basic rate of pay excluding shift, overtime or any other premium.

27.05 A record of all unused sick leave will be kept by the Corporation and will be available on myHR for employees to review such record of the amount of sick leave accrued to the employee's credit.

27.06 When an employee is given leave of absence without pay, for any reason, or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., the employee shall not receive sick leave credit for the period of such absence but shall retain their cumulative credit, if any, existing at the time of such leave or layoff.

27.07 An employee who is absent from employment due to pregnancy or childbirth is not eligible for sick leave pay unless such leave is due to an illness or injury caused by the pregnancy and/or childbirth.

27.08 An employee may utilize sick leave allowance for absence from employment:

- (a) caused by personal illness or physical incapacity caused by factors over which the employee has no reasonable or immediate control, provided an employee in receipt of an Award under the Workplace Safety & Insurance Act shall be excluded from utilizing sick leave allowance;
- (b) caused by exposure to contagious disease that, in the opinion of the Medical Officer of Health or Home Physician, might endanger the health of other employees or residents by their attendance on duty.

27.09 Payment for cumulative sick leave credits shall be subject to the following conditions:

- (a) Report of Illness  
An employee shall on the first day of illness, and on each subsequent day of illness, report such illness to their manager or designate at least two (2) hours before the start of the day shift and four (4) hours before afternoon and night shifts unless communicated otherwise to the manager.
- (b) Request for Medical Documentation  
An employee reporting sick shall be required to file a doctor's certificate from time to time with Employee Health Services, if requested in advance. In absences due to illness or injury of five consecutive calendar days or in other reasonable circumstances the Administrator or designate may request submission of a Treatment Memorandum. Such certificate or Treatment Memorandum shall be paid for by the Corporation when payment is required.

- (c) In the event an employee fails to report on the first day or fails to file a doctor's certificate or Treatment Memorandum as outlined above, they shall not be entitled to any sick leave benefits as provide herein unless, in the opinion of the Administrator or designate, there was reasonable justification for the employee's failure to report or file the said certificate or Treatment Memorandum.

#### 27.10 Reporting Return from Illness

When an employee has been absent due to illness or leave of absence and their date of return was not definite, including that the employee has not provided a doctor's certificate or treatment memorandum with a date of return, the employee must advise their immediate supervisor when they will be returning to work at least twenty-four (24) hours before their intended return. Employees who fail to do so and return to work and discover relief help to be on duty in their place, must return home until the next scheduled shift.

#### 27.11 Return to Work Meetings

**An employee who is scheduled for a return-to-work meeting, shall not be unreasonably denied the right to have a Union representative present for the meeting.**

#### 27.12 Accessing Sick Credits – WSIB Pending

- (a) The Employer shall provide the Union with a copy of the Employer's report of injury or disease (Form 7), when submitting same to the Workplace Safety & Insurance Board (WSIB), in order to give the Union an opportunity to discuss with the Employer any errors or omissions which may exist. The Employer agrees to provide any return to work plan or any other prescribed information and/or correspondence between the Employer and the WSIB regarding an employee's WSIB claim to both the Union and the injured worker.
- (b) An employee who is absent from work as a result of an illness or injury sustained at work, and who has been awaiting approval from WSIB benefits may access their sick time on the fourth (4th) day following injury, by applying to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB, if the claim was approved, or the benefit to which the employee would be entitled to under the Employer's sickness and accident insurance plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer, and a written undertaking satisfactory to the Employer, that any payment will be refunded to the Employer's insurance plan, following final determination of the claim by the Workplace Safety & Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the Employer's sickness and accident insurance plan. Any payment under this provision will continue for a maximum of fifteen (15) weeks.

## **ARTICLE 28 – EMPLOYEE BENEFITS**

**28.01** In addition to the Canadian Pension Plan, every new full-time employee shall join the Ontario Municipal Employees Retirement System. The Corporation and the employee shall make contributions in accordance with the provisions of the Plan.

**28.02** The Corporation shall pay one hundred per cent (100%) for all eligible full-time employees as defined by Article 2.06 (a), subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan.

### **1. Extended Health**

Green Shield Extended Health Care Formulary Mandatory Generic Plan (or equivalent) an annual employee deductible representing at 10% of total prescription fee up to a maximum of \$40 single and \$100 family per year dispensing fee cap of \$8.50 per prescription; **Continuous Glucose Monitoring System (up to reasonable & customary charges)**; fertility drug treatment lifetime maximum of \$10,000 (effective January 1, 2022); with provisions for eyeglasses **\$450** per 24 consecutive months for each enrolled adult and **\$250** per consecutive 12 months for children (as defined by the carrier); hearing aids (\$600 per year).

**When specific criteria are met, employees and their eligible dependents will be able to access pharmacogenetic testing through the testing provider indicated by the benefit carrier.**

Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.

Eye exam up to **\$120** per 24 consecutive months.

Speech Therapist \$200 per calendar year subject to policy carrier provisions.

**Effective July 23, 2024 Interest Arbitration Award:**

#### **Employees**

- (a) Combined maximum **\$700** annual entitlement per enrolled subscriber for Chiropractor and/or Physiotherapy and/or Registered Massage Therapist **and/or Osteopath**. Reasonable and customary claims permitted, as defined by policy carrier.
- (b) Services from Clinical Psychologist, and/or Registered Psychotherapist, and/or Social Worker with MSW designation are covered for employees to a combined maximum of \$1,000 per year. Reasonable and customary claims permitted, as defined by policy carrier. It is understood that should the employee exhaust this coverage, they will be allowed to apply any remaining balance from the allowance outlined in (a) above toward

services from a Clinical Psychologist, and/or Registered Psychotherapist, and/or Social Worker (MSW).

### Dependents

- (c) Combined maximum \$550 annual entitlement per enrolled subscriber for Chiropractor and/or Physiotherapy and/or Registered Massage Therapist and/or Clinical Psychologist and/or Registered Psychotherapist and/or Social Worker with MSW designation. Reasonable and customary claims permitted, as defined by policy carrier.

## 2. Dental

Green Shield Dental Plan (or equivalent) based on previous year's rate as amended from time to time, with nine (9) month dental oral recall examination and preventative recall package. Children, twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package. Dental Plan amended to provide coverage for orthodontics, capping, crowns, and prosthodontic services \$2500 maximum lifetime benefit, 50/50 co-insured.

## 3. Overage Rider

A child (whether a natural child, legally adopted child, step child or foster child) under the guardianship of an enrolled employee or enrolled spouse is covered if the employee meets all of the following requirements:

- (a) unmarried;
- (b) not living in a cohabitative state;
- (c) not employed on a full-time basis;
- (d) an eligible dependent (as defined by the Income Tax Act) of an enrolled person; and either:
  - (i) 21 years of age; or
  - (ii) 21 to 25 years of age and enrolled in full-time attendance at an accredited college or university.

28.03 Subject to eligibility, the Corporation shall pay one hundred per cent (100%) of the premiums for part-time employees as defined in Article 2.07 (b) for the following benefits only, subject to coordination of benefit payments where an employee or spouse has coverage under more than one plan:

## 1. Extended Health

Green Shield Extended Health Care Formulary Mandatory Generic Plan (or equivalent), an annual employee deductible representing 10% of total prescription fees up to a maximum of \$40 single and \$100 family per year 100% coverage for all Plan benefits with \$1,500 per enrolled person per calendar year, increasing to \$2,000 per enrolled person per calendar year. Fertility drug treatment lifetime maximum of \$10,000. **Continuous Glucose Monitoring System (up to reasonable & customary charges)**, provision for eyeglasses \$350 per 24 consecutive months for each enrolled adult and \$200 per 12 consecutive months for children (as defined by carrier); hearing aids (\$600 per year) and dispensing fee cap of \$8.50 per prescription. Reimbursement provided through provider paid plan and/or mail order reimbursement for prescription drugs.

Eye exam up to \$120 per 24 consecutive months.

Effective July 23, 2024, the date of Interest Arbitration Award, paramedical services as follows:

- Per visit maximum Registered Massage Therapy, Osteopath and Chiropractor \$30 up to 12 visits per calendar year.
- Per visit maximum Physiotherapy \$30
- Speech Therapist \$200 per calendar year subject to policy carrier provisions.
- Employees: Combined maximum of \$600 per year for Clinical Psychologist, Registered Psychotherapist, and/or Social Worker with MSW designation (for clarity, also drawing from annual extended health care benefit maximum)
- Dependents: \$35/hour for initial visit, \$20/hour for each subsequent visit to a combined maximum of \$200 per calendar year for Clinical Psychologist, Registered Psychotherapist, and/or Social Worker with MSW designation

Effective January 1, 2022, if specific criteria are met, employees and their eligible dependents will be able to access pharmacogenetic testing through the testing provider indicated by the benefit carrier.

## 2. Dental

Green Shield Dental Plan (or equivalent) 100% coverage based on previous year's fee guide as amended **from time to time** with \$1,000 per enrolled person per calendar year maximum benefit, with nine month oral recall examination and preventative recall package. Children twelve (12) years of age or under shall have a six (6) month oral recall and examination and preventative recall package; plus 50% coverage for crowns and orthodontia with a life-time maximum benefit of \$1,500 per person insured.

## 3. Life Insurance - \$20,000.

#### 28.04 Life Insurance and Accidental Death & Dismemberment

Full-time employees shall participate in a group plan of Life and Accidental Death and Dismemberment Insurance with the Corporation paying 100% of the premiums. Coverage for employees shall be equal to one and one-half (1.5) times the annual basic salary or wages rounded to the next highest \$500 up to age seventy (70) or as prescribed by the carrier. Full-time employees' age seventy (70) or greater are subject to life insurance volume reductions as prescribed by the insurance carrier.

#### 28.05 Premium Payment – Sick Leave Exhausted

The Corporation agrees to pay its share of the premiums until the end of the next pay period which sick leave credits are exhausted.

28.06 The Corporation will contribute its share of the premiums for all coverages under this Article commencing with the first full month following completion of the initial probationary period. Contributions to the OMERS Pension Plan will commence on the first day of employment for full-time employees and in accordance with OMERS regulations for part-time employees.

28.07 (a) It is understood that all benefits covered by this collective agreement apply to those eligible employees actively employed, save and except retired employees covered with insurance under Article 28.07 (b).

#### (b) Retirees – OMERS 90 Factor

Employees exercising retirement options under the OMERS 90 Factor shall receive benefits paid by the employer as follows (integrated with provincial benefit plans for senior citizens):

1. Ontario Health Insurance Plan
2. Dental and Extended Health Care Plan, combined maximum \$12,500 lifetime for each of the retiree and enrolled spouse or until the retired employee attains 65 years of age, whichever the earlier
3. Retired employees up to the age of seventy (70) shall be covered with \$5,000 Life and Accidental Death and Dismemberment Insurance.

Notwithstanding the above, a retiree or their enrolled spouse may transfer all or part of their remaining lifetime allowance to their enrolled spouse upon providing a written and signed authorization satisfactory in form to the Corporation and subject to the retiree remaining eligible for said benefits. Under no circumstances is any retiree's family entitled to more than a total of \$25,000 under this clause.

For greater clarity, this benefit only applies to those individuals retiring on or after January 1, 2015.

28.08 The Corporation shall continue to pay its share of the premiums of the plans detailed under Articles 28.02, 28.03 and 28.04 while an employee is in receipt of Worker' Safety Insurance benefits until such time as the employee is awarded pension by the Workers' Safety & Insurance Board.

28.09 Long Term Disability

- (a) The Employer agrees to administer a 100% employee premium paid Long Term Disability Plan with benefit coverage of 60% of an employee's basic wage at time of disability to a maximum benefit of \$1500 per month, to age 65, it being understood that representatives of the Union will be included in the annual review of Long Term Disability premium adjustments affecting the Union and the selection of the carrier of the plan. Employee premium payments will be paid through payroll deduction or in accordance with Article 28.10 where applicable.
- (b) The Corporation agrees to provide a wage supplement effective January 1, 1999 to a maximum of the difference (in employee-paid premiums) between the 25 percent employee share and the revised January 1, 1999 percent employee share at 60 percent coverage or the lesser of any subsequent amended premium for a Corporate disability plan.

28.10 Benefits – Leave of Absence

When an employee commences a leave of absence during which they are responsible for paying any portion of the cost of their benefit premiums, the following shall apply:

- (i) the Corporation shall notify such employee in writing of the above requirement at the commencement of their leave, and
- (ii) after notifying the employee of their intention of doing so, the Corporation may discontinue benefit coverage once such employee is more than one (1) month in arrears.

28.11 Upon signing of the collective agreement, the Corporation will forward to the Union the full text of all employee benefit contracts referred to in Article 28.

28.12 Generic Drug Plan

The Corporation agrees that the policy carrier, will accept and determine eligibility, on an exception basis, submission from enrolled members who present a physician authorized Health Canada form ~~medical note~~ indicating that the available generic drug cannot be prescribed for medical reasons or if there is no other medically appropriate generic substitute available that can be prescribed by a physician.

The employee shall be reimbursed from the policy carrier the difference in monies that they had to pay for the brand drug prescription following submission of the

Health Canada form ~~doctor's note~~ and proof of prescription purchase to the policy carrier.

## **ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES**

**29.01** The Corporation shall pay salaries and wages bi-weekly on Thursday payday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each payday, each employee shall be provided with an itemized statement of their wages and deductions.

All employees shall receive their pay cheques by electronic deposit only.

The present practice of Credit Union payroll deductions at the request of the employee shall be continued.

**29.02** The principle of equal pay for equal work shall apply, regardless of gender, in accordance with the Employment Standards Act.

### **29.03 Out of Class**

When an employee temporarily substitutes in and performs the principal duties of the higher paying position, they shall receive the rate for the job. When an employee temporarily substitutes in a higher paying position for which a salary range has been established, the employee shall receive that rate. When an employee is assigned to a position paying a lower rate, their classified rate shall not be reduced until after sixty (60) consecutive working days.

### **29.04 Meal Voucher - Overtime**

Employees required to work more than two (2) hours over their scheduled shift in any day or shift shall be provided with a meal by the Corporation, or shall be given a food voucher for use at a later date.

### **29.05 Shortfalls in Pay Cheques**

Where the Corporation has made an error and upon being notified by the employee and upon being verified by the Manager, the Corporation shall issue a direct deposit to cover any shortages in an employee's pay cheque in excess of \$80 within 48 hours of being notified by the employee.

### **29.06 Mileage**

When requested by the Corporation and authorized by the immediate supervisor to use their personal automobile for corporate business, employees will be reimbursed at the rate established annually by Niagara Regional Council. All mileage shall be approved by the Manager and submitted to the Corporate Services Department for payment each month.

## ARTICLE 30 - GENERAL

### 30.01

(a) Safety Footwear

Effective January 1 of each year the Corporation shall reimburse upon proof of original paid receipt up to a maximum of \$125 toward the purchase of C.S.A.-approved safety footwear to each employee who is required by the Corporation to wear such footwear.

(b) Uniforms

For all employees in the Bargaining Unit, excluding vacation relief employees and upon written request, the Corporation shall issue and not exceed:

Two (2) sets of pants and shirts (scrubs) that are of Avida quality or comparable, per calendar year for full time employees.

One (1) set of pants and shirt (scrubs) that are of Avida quality or comparable, per calendar year for part time employees.

(c) Maintenance employees be supplied with two (2) sets of work clothes (maintenance blues), per calendar year for full time employees and one (1) set of work clothes (maintenance blues), per calendar year for part time employees. Replacement pants and shirts (scrubs) and work clothes (maintenance blues) shall be issued upon return of the previously issued uniform(s) that are deemed by the Corporation to be reasonable beyond repair or unwearable. The Uniform shall have a Union label.

30.02 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 remainder of the Agreement shall remain in full force and effect. In the event of any amalgamation, annexation, merger or other corporate change affecting the Corporation, the Ontario Labour Relations Act shall apply.

30.03 Proper accommodation shall be provided for employees to have their meals and keep and change their clothes according to Provincial legislation.

### 30.04 Bulletin Boards

The Corporation shall provide bulletin boards which shall be placed so that all employees will have access to them 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. The Director Seniors Services, or designated representative, reserves the right to approve all such "other" notices.

30.05 Where the singular is used in the agreement, it shall be considered as if the plural has been used where the context so requires.

## **ARTICLE 31 - TECHNOLOGICAL CHANGES**

### **31.01**

- (a) Without restricting its right to determine the methods used in the operation of the various Homes, the Corporation agrees that no employee who has completed their probationary period shall be laid off or have their employment terminated as a direct result of any technological change in methods.
- (b) The Corporation shall give the Union ninety (90) days advance notice of any planned technological change which would affect wage rates or working conditions and will, if requested, discuss such change with the Union.
- (c) In the event that the Corporation introduces new methods or machines, which require new or greater skills than those possessed by employees under the existing methods of operation, on-the-job training or study courses will be arranged where practicable.

## **ARTICLE 32 - JOB CLASSIFICATION**

**32.01** In order to ensure the appropriate classification of jobs listed under Schedule A of the collective agreement, the Parties agree that matters related to the classification of new jobs and the reclassification of existing jobs shall be dealt with in accordance with the Joint Job Evaluation Manual of Procedures dated February 11, 1993, and forming part of this collective agreement.

**32.02** Existing classifications shall not be removed from the collective agreement without prior agreement with the Union.

## **ARTICLE 33 – HEALTH AND SAFETY**

**33.01** The Union and Corporation shall cooperate in continuing and perfecting operations which will afford adequate protection for all employees and residents.

**33.02** The Corporation and the Union shall establish a joint Health and Safety Committee in accordance with the provisions of the Ontario Occupational Health and Safety Act.

**33.03** The Health and Safety Committee shall hold meetings as required and all unsafe, hazardous or dangerous conditions affecting staff and residents shall be taken up and dealt with at such meetings.

Such meetings shall take place at times mutually agreeable to both parties except in cases of emergency.

**33.04** Employees working in any unsanitary or dangerous jobs shall be supplied with all the necessary tools, safety equipment and protective clothing.

**33.05** The Union shall be notified immediately of each accident or injury requiring a WSIB Report.

Upon request of the Union, the Health and Safety Committee shall investigate and report as soon as possible on the nature and cause of the accident or injury.

33.06 Injury Protocol – Day of Injury

1. An employee who is injured during working hours and is required to leave for treatment, or is sent home for such injury shall receive payment for the remainder of the shift at their regular rate of pay without reduction from sick leave, unless a qualified health care practitioner states that the employee is fit for further work on that shift.
2. Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Corporation.
3. Administrator or designate will ensure that the required documentation is readily available to all employees at an identified location.

33.07 It is agreed that staff will have medical examinations, Mantoux Tests and x-rays as required by Provincial regulations or at other times by mutual agreement between the Corporation and the employee involved.

33.08 Resident Behaviours

When a resident/client's behaviour and/or condition is such that there is a potential hazard to the health and/or safety of an employee, the Corporation shall put in place any safety measures for staff safety in accordance with the *Occupational Health and Safety Act as amended from time to time*, and if requested meet with the Union in order to discuss procedures, level of staffing, etc., as is necessary to ensure that the employees can carry out their duties in a safe manner.

**ARTICLE 34 – EMPLOYEE RESPONSIBILITIES**

34.01 Each employee shall be responsible to advise Human Resources (**myHR**) of their current mailing address, **email address** and telephone number, and all dependents or beneficiaries for purposes of benefit eligibility and advise of any such change within seven (7) calendar days of the effective date of the change.

34.02 The Corporation shall not hire or retain in employment any person for full-time when such person is employed in full-time work with another employer. In such cases, if the employee chooses not to continue to work for the Corporation, the employee shall be given the opportunity to resign, failing which the employment relationship will terminate for just cause.

#### 34.03 Notice of Retirement

In order to avoid unnecessary delays in processing retirement requests, an employee is encouraged to provide a minimum of six (6) months notice of intent to retire in writing to Human Resources. It is understood if less than six (6) months notice is given of the intent to retire the affected employee would still have the option of retiring.

#### 34.04 Personnel File Review

An employee shall have the right to make an appointment upon 72 hours notice to the Human Resources Division to have access to and review their personnel docket in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

34.05 After the close of each calendar year, an employee may request written confirmation of the balance of unused sick leave accrued to the employee's credit. An employee is able to make this request once per year.

### **ARTICLE 35 - TERM OF AGREEMENT**

35.01 This Agreement shall be binding and remain in effect for a period of twenty-four (24) months from **January 1, 2023 to December 31, 2025**, and shall continue from year to year thereafter unless either party gives to the other party notice in writing that it desires its termination or amendment.

35.02 This Agreement may be amended by the parties by mutual agreement at any time during the existence of this Agreement.

35.03 Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date, give notice in writing to the other party to bargain and within one month of such notice, the parties shall commence formal negotiations.

35.04 Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

### **ARTICLE 36 – RETROACTIVITY**

36.01 Retroactivity is restricted to across-the-board wage improvement only and not to include any bargaining unit employee who resigned or was terminated prior to date of ratification by the Parties. Employees who retired through normal retirement prior to date of ratification by the Parties will receive retroactive rate adjustments.

**ARTICLE 37 – COPIES OF AGREEMENT**

**37.01** Both parties agree to pay 50% of the cost of the Collective Agreement to be printed mutually satisfactory in form and supplied by the Region.

## **LETTERS OF UNDERSTANDING**

### **1. UNION PRESIDENT'S LEAVE**

The Corporation agrees to grant a leave of absence with pay, benefits and accumulation of seniority to the elected Union President of CUPE Local 1263 for the term of office. It is further understood that the individual continues to be covered under the provisions of the collective agreement during this period of time. The granting of such leave of absence is conditional upon the elected Union President being an employee of the Regional Municipality of Niagara.

The Parties agree that the Union shall be responsible for reimbursing the Corporation seventy-five (75%), within 30 days of the date of invoice, for wages and benefits.

The Union will further reimburse the Corporation fifty percent (50%) for President's vacation entitlement and sick leave credits for each year of the President's leave (i.e. 9 days).

The Parties further agree that it is the Union's responsibility to provide and ensure Workers' Safety and Insurance Board coverage or equivalent coverage for the President during the President's leave of absence.

Notwithstanding any other clause in the collective agreement, the Union President's position shall be posted permanently. Upon return to the workplace they shall exercise seniority rights in accordance with the provisions of the Collective Agreement.

### **2. Re: Article 15.02 - Definition of "Hours Recognized" For Part Time and Full Time Employees**

Effective no later than six (6) months after ratification, Part Time and Full Time employees will accumulate seniority based on "hours worked" and/or "hours recognized". For this purpose, "hours recognized" will include the following:

Employment Standards Act Leaves:

- Pregnancy and Parental Leave
- Family Responsibility Leave
- Family Caregiver Leave
- Family Medical Leave
- Critical Illness Leave
- Organ Donor Leave
- Child Death Leave
- Crime-related Child Disappearance Leave
- Domestic or Sexual Violence Leave

Collective Agreement Leaves:

- Sick – Paid (if applicable)
- Sick - Unpaid
- Vacation Time Taken
- Jury or Witness Duty Leave
- Bereavement Leave – Paid
- Union Time Off – Union Paid
- Union Time Off – Corporate Paid
- Flex Days
- Paid Holiday Time Off
- Float Days
- Mandatory Training (in class or paid "on-line" time)
- Modified Work Opportunities (within or above compliment)
- Lieu or Banked Time Off
- WSIB Approved Leave
- LTD

The following do not qualify as "hours recognized":

- Personal Leave of Absence
- Unauthorized Medical Absences (UMUL)
- Unauthorized Leaves of Absence
- Authorized Absence (at Employee's request)
- Disciplinary Suspension Days (**Discipline Unpaid**)
- Education Leaves
- Layoff Time
- Overtime Hours
- LOA – Public Office Election
- **Authorized Leave Unpaid**

IN WITNESS whereof, the parties hereto have caused this agreement to be executed in the City of Thorold, in the Province of Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SINGED, SEALED AND DELIVERED

In the presence of

THE REGIONAL MUNICIPALITY OF NIAGARA

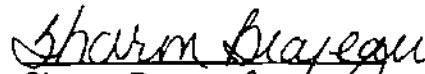
CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1263

  
\_\_\_\_\_  
(Jim Bradley, Regional Chair)

  
\_\_\_\_\_  
Cathy Pirson - President

  
\_\_\_\_\_  
(Ann-Marie Norio, Regional Clerk)

  
\_\_\_\_\_  
Kim Neal – Vice President

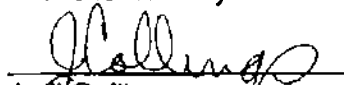
  
\_\_\_\_\_  
Sharon Brazeau

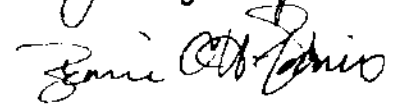
Approved for Execution

  
\_\_\_\_\_  
Kelly Diamond

  
\_\_\_\_\_  
The Regional Municipality of Niagara  
Legal Services

  
\_\_\_\_\_  
Michelle Bradley

  
\_\_\_\_\_  
Jodi Collings

  
\_\_\_\_\_  
Eric Atkin

# SCHEDULE "A" - HOURLY RATES

(Effective January 1, 2023 - December 31, 2025)

CUPE 1263 Rate Table								
Grade	Position ID	Position	2021		2024		2025	
			Start Rate	**End* Rate	Start Rate	**End* Rate	Start Rate	**End* Rate
2	7LA09	Security Guard	21.94	22.38	22.71	23.16	23.92	24.37
3			22.32	22.77	23.10	23.57	24.31	24.79
4			22.71	23.18	23.50	23.99	24.72	25.21
5			23.10	23.58	23.91	24.39	25.14	25.63
6			23.49	23.98	24.31	24.82	25.58	26.09
7	7A10	Laundry Aide	23.89	24.36	24.73	25.21	25.97	26.46
7	7A11	Scamline	23.89	24.36	24.73	25.21	25.97	26.46
7	7DR01	Driver/Laundry	23.89	24.36	24.73	25.21	25.97	26.46
7	7LA01	Cleaner/Scrubber	23.89	24.36	24.73	25.21	25.97	26.46
7	7LA06	General Maintenance Helper	23.89	24.36	24.73	25.21	25.97	26.46
8	7A07	Housekeeping Aide	24.28	24.78	25.13	25.65	26.41	26.93
8	7A107	Laundry Aide	24.28	24.78	25.13	25.65	26.41	26.93
8	7A07	Environmental Service Worker	24.28	24.78	25.13	25.65	26.41	26.93
8	7A08	Food Service Worker I	24.28	24.78	25.13	25.65	26.41	26.93
8	7LA01*	Cleaner/Scrubber	24.28	24.78	25.13	25.65	26.41	26.93
9	7A01	Food Service Worker II	24.70	25.19	25.56	26.07	26.83	27.36
9	7LA03	General Maintenance - Painter	24.70	25.19	25.56	26.07	26.83	27.36
10			25.04	25.53	25.94	26.42	27.19	27.74
11	7LA02	Assistant Cook	25.41	25.90	26.34	26.90	27.66	28.24
11	7A05	Life Enrichment Worker - Adult Day Program	25.41	25.90	26.34	26.90	27.66	28.24
12			25.85	26.35	26.75	27.27	27.99	28.53
12	7A04	PSW (Personal Support Worker)						
12	7A04	Life Enrichment Worker - Assisted Living						
12A	7A04	PSW (Personal Support Worker)	26.36	26.86	27.37	27.90	28.64	29.20
12A	7A04	Life Enrichment Worker - Assisted Living	26.36	26.86	27.37	27.90	28.64	29.20
13	7BTD1	Cook	26.24	26.78	27.16	27.72	28.41	29.03
13	7LA05	General Maintenance	26.24	26.78	27.16	27.72	28.41	29.03
14	7PR25	Recreational	26.63	27.20	27.86	28.55	29.27	29.94
14	7A03	PSW (Personal Support Worker) - Dementia Care						
14A	7A03	PSW (Personal Support Worker) - Dementia Care	29.74	30.30	30.78	31.36	31.96	32.58
15	7PR28	Adult Day Program Recreational	27.02	27.59	27.97	28.56	29.18	29.82
15	7PR46	Recreational - Dementia Care	27.02	27.59	27.97	28.56	29.18	29.82
15	7PR20	Rehabilitation Worker	27.02	27.59	27.97	28.56	29.18	29.82
16	7LH05	Food Service Supervisor	27.42	27.97	28.38	28.95	29.57	30.14
17	7PR39	Music Therapist	27.82	28.36	28.79	29.36	29.94	30.54
17	7PR47	Seniors Wellness Coordinator	27.82	28.36	28.79	29.36	29.94	30.54
17	7PR48	Seniors Exercise Coordinator	27.82	28.36	28.79	29.36	29.94	30.54
17	7BTD3	Building Equipment Coordinator	27.82	28.36	28.79	29.36	29.94	30.54
18	7LH07	Maintenance Coordinator	28.13	28.77	29.18	29.78	30.40	31.03
18	7LH10	Adult Day Program Coordinator	28.13	28.77	29.18	29.78	30.40	31.03
18A			28.36	28.96	29.41	30.00	30.67	31.34
19			28.60	29.16	29.60	30.18	30.84	31.51
19A	7PR01	RPN - Registered Practical Nurse						
19B	7PR02	RPN - Registered Practical Nurse	31.50	32.03	32.54	33.09	33.67	34.27
20			29.01	29.56	30.03	30.59	31.18	31.76
20A	7PR04	RPN - Dementia Care						
20B	7PR04	RPN - Dementia Care	31.88	32.47	33.05	33.65	34.24	34.86
21			29.41	29.98	30.44	31.03	31.61	32.21
21A			30.82	31.22	31.69	32.11	32.60	33.04

**Notes:**  
 \*\*End\* Rate - 6th month rate for Full-time employees; 624 hours worked for Part-time employees.  
 April 21, 2022 - PSW/PCA rates receive a permanent wage enhancement of an additional \$3 per hour effect  
 \*Laundry Aide (7A10) & Cleaner/Scrubber (7LA01) positions receive a temporary "out of schedule" rate effective March 31, 2024 until such time that the Environmental Service Worker job is fully implemented.  
 \*\*RPN - Registered Practical Nurse positions receive a temporary "out of schedule" rate effective May 15, 2022. Effective October 5, 2022 rate increase to \$1.70 per hour reflected in 19B and 20B rates.

## APPENDIX A (EMPLOYEE AND FAMILY ASSISTANCE PROGRAM, EFAP)

The Employee and Family Assistance Program offers the following types of service, all at no cost to the employee and all are completely voluntary.

CONFIDENTIAL COUNSELLING in response to such needs as:

- Improving Family Life
- Alcohol/Drug Problems
- Pre-retirement Planning
- Death in the Family
- Single Parenting
- Esteem Issues
- Divorce/Separation/Custody
- Legal/Financial Concerns
- Aging Parents
- Marital Enrichment
- Job Stress Management
- Sexual Concerns

### REFERRAL SERVICES

After consulting with your counsellor, you may decide to use one or more community resources available to you. When there are fees involved with using these additional services, these fees are the responsibility of the individual client.

### WHAT IS THE EMPLOYEE ASSISTANCE PROGRAM?

The Employee and Family Assistance Program (EFAP) is a free service for all employees, and their immediate families. Its purpose is to help you and your family enrich the quality of your lives. The program provides a counsellor with whom you can talk confidentially and in complete privacy. Together you can discuss various plans and approaches. The decision about which steps to take is entirely up to you.

### WHAT DOES "VOLUNTARY" ACTUALLY MEAN?

It means that only you as a potential client of the EFAP counselling service can initiate a counselling session. Only you can make a counselling appointment for yourself. The counsellor will not accept appointments for counselling made by a second party. The EFAP counselling service is a resource for you and your family.

### WHAT DOES "CONFIDENTIAL" ACTUALLY MEAN?

It means that unless you wish otherwise, the content of your conversation will remain strictly between you and your counsellor.

## APPENDIX B (JOINT JOB EVALUATION, JJE)

### **MANUAL OF PROCEDURES**

This Manual of Procedures is supplemental to and forms part of the current Collective Agreement (Appendix C) and supersedes any and all Joint Job Evaluation agreements or understanding between the parties.

#### ARTICLE 1 - PURPOSE

This Manual of Procedures is established to provide an ongoing maintenance program for the agreed upon Joint Job Evaluation Program, designed to provide and maintain the basis of a gender-bias free and equitable salary and wage structure, and providing the method by which job descriptions and job ratings shall be maintained to meet changing conditions and work requirements.

#### ARTICLE 2 - DEFINITIONS

The following definitions are to apply to the terms used herein and throughout the Job Evaluation Program:

<b>Benchmark Job</b>	or "Key Jobs" are a representative selection of job activities chosen from the classifications covered by the Plan. These are used as a basis for comparison and as guides for maintaining relativity of rating under the rating manual.
<b>Classification</b>	The designation in the Salaries and Wages Schedule of the Collective Agreement for a particular salary or wage level or range.
<b>Classification Differential</b>	The difference between the maximum salary or wage rates in the Salaries and Wages Schedule of the Collective Agreement.
<b>Classification Increments</b>	The salary or wage steps for a particular Classification.
<b>Collective Agreement</b>	The Collective Agreement currently in effect between the Region of Niagara (hereafter referred to as the Region) and CUPE 1263 (hereafter referred to as the Union).
<b>Current Rate</b>	An employee's present rate of pay.
<b>Duty</b>	A recognizably different segment of a job comprised of a number of tasks, defining what is to be done.
<b>Employee</b>	An employee of the Region in the bargaining unit for which CUPE Local 1263 is the recognized bargaining agent as defined in the Collective Agreement.
<b>Factors</b>	The major criteria, i.e. experience, responsibility, working conditions, etc. as set out in the Rating Manual to measure all jobs covered by this Job Evaluation Program.
<b>Factor Degrees</b>	The actual measurement levels within each factor.
<b>Green Circled</b>	The wage rate an employee is receiving that is lower than the wage rate that has been established for the job in accordance with the Job Evaluation Program.
<b>Incumbent</b>	An employee who has been appointed or promoted to a job.

Job	A group or range of duties or tasks assigned to and performed by the incumbent(s).
Job Analysis	The process of determining and recording the tasks and duties comprising a job and the required knowledge, responsibility, effort, and the working conditions involved in the performance of that job, through the use of questionnaires, observation, and study.
Job Description	A written statement of the principle function, responsibilities and duties of a job used for evaluation purposes. It shall not be construed to be a detailed description of all requirements inherent to the job.
Job Documents	Comprised of all documentation used in the job analysis process; specifically job content questionnaires, job site review reports, job descriptions, and interviews.
Job Evaluation	The process of studying and analyzing a job to obtain detailed information about the content of the job, the preparation of a job description and the rating of the job by use of the Rating Manual to determine the relationship of the job to other jobs covered by this Job Evaluation Program.
Job Rating	The selected degree levels, points, reasons for the rating and the total points established for a job in accordance with the Rating Manual which becomes the official rating for the job.
Joint Job Evaluation Committee	The Joint Committee appointed by the parties to deal with matters relating to job descriptions, the rating of jobs and the designating of appropriate wage grades as governed by this Manual of Procedures and the Rating Manual.
Out of Schedule Rate	A wage rate paid to an employee, for a specific purpose and for a specified period of time, that is in excess of the maximum rate that is determined for the job in accordance with the Job Evaluation Program.
Points	The numerical expression adapted for measurement of each degree within each factor.
Rating Manual	The Rating Manual contains the basic guides for analyzing and evaluating the content of a job.
Red Circled	The wage rate an employee is receiving that is in excess of the wage rate that has been established for the job in accordance with the Job Evaluation Program.
Salaries and Wage	The salary and wage classifications as per Schedule A of the Collective Agreement.
Staff Complement	A staff position authorized as such by Council.
Task	An activity undertaken in order to complete specific duty, defining how a duty is done.
Total Points	The sum of all points allotted to each job for all factors as determined in accordance with the Rating Manual.
Wage Grade	The designation in the Collective Agreement for a particular job rate or salary level or salary range.
Wage Rate Schedule	The wage grades and levels as set forth in the Collective Agreement.

### ARTICLE 3 - RATING METHODOLOGY

- 3.1 Job documents serve to record the basis from which the job is rated and to compare and judge changes in job content which results, from time to time, from new or changed circumstances or requirements of the job.
- 3.2 Job documents are for the purpose of rating a job and assigning the job into the proper Classification for application of the salary and wage schedule. Job documents shall be in sufficient detail to enable the job to be identified and rated.
- 3.3 A job description reflects the major duties and responsibilities required for proper evaluation and shall not be construed as a detailed description of all the work requirements and tasks inherent to the job.
- 3.4 The rating of jobs on the basis of job content involves certain basic determinations being made with respect to the skill, responsibility and effort required and the working conditions involved in each job. In order to reduce possible errors of personal judgement into practical but reasonable working limits, such determinations and considerations are subdivided and refined into an analysis and rating of each job to assess the relative worth on the basis of specific Factors as shown in Schedule 2.
- 3.5 Job ratings serve to:
  - a) group jobs having relatively equivalent point values into the same classification;
  - b) provide the basis from which to gauge equitable wage rate relationships between the jobs;
  - c) form the foundation from which to measure changes in job content;
  - d) enable the assignment of jobs into their proper classifications.

### ARTICLE 4 - MAINTAINING THE JOB DESCRIPTIONS AND RATINGS

- 4.1 It is important that the Employer maintain accurate job descriptions and job ratings on an ongoing basis. Failure to do so will serve to damage the integrity of the Program. It is the intent of the employer to maintain accurate, up-to-date job descriptions.
- 4.2 Provisions for maintaining the job descriptions and job ratings and making the necessary adjustments that occur from time to time, as a result of new or changed duties, are as follows:
  - a) The agreed upon job ratings for the respective job descriptions which are in effect from the effective date the Job Evaluation Program is implemented, and any that may subsequently be agreed upon in accordance with this manual, shall continue in effect unless:
    - (i) The job content is changed by the employer
    - (ii) The job is declared redundant by the employer
    - (iii) The job is changed as a result of a successful appeal.
  - b) Whenever the employer decides to establish a new job, the following procedures shall apply:

- (i) The Human Resources Division shall prepare a draft job description and establish a temporary wage grade in accordance with the agreed upon Rating Manual, subject to review by the Joint Job Evaluation Committee at their next scheduled meeting or earlier if requested by either party.)
- (ii) The Human Resources Division shall notify the Union of the job description and the temporary wage grade.
- (iii) Within six (6) months of the incumbent commencing employment in the new posted job, the Joint Job Evaluation Committee will determine the final rating for the job using the job description and other job documents relating to the duties actually being performed at the time of review. Should it be determined through the Committee's final evaluation that a change should be made in the job's Classification, such a change shall be retroactive to the date that the incumbent commenced employment in the new posted job.

4.3 The job description or notice of vacancy is the sole responsibility of the Human Resources Division.

4.4 Whenever the Region changes the duties of a job, the change in job content requires review by the Joint Job Evaluation Committee to determine an appropriate Classification. The following procedures shall apply:

- a) The revised job description and any other job document shall be submitted to the Joint Job Evaluation Committee, with a copy to the Employee and the Union.
- b) The Joint Job Evaluation Committee shall review the changes to the job description and any other job document and, if required, re-rate the job. The results of the re-evaluation will be communicated to the Director, Human Resources, or designate, the Manager, the Union and the incumbent.
- c) The job shall be assigned the appropriate Classification.

4.5 A review of the job rating for a job may be initiated by the incumbent(s), Union, Manager, or Supervisor, as follows:

- a) The initiator shall complete the form "Request for Job Evaluation Review", available from the Human Resources Division and/or the Union.
- b) The Request, upon completion and authorized by the Union, incumbent, or supervisor, must be forwarded to the Director, Human Resources, or designate, who shall forward it to the Joint Job Evaluation Committee, with a copy to the Union and the appropriate Manager.
- c) If it is the decision of the Joint Job Evaluation Committee that the job rating should be reviewed, the job shall be evaluated in accordance with Article 5. The results of the re-evaluation will be communicated to the incumbent(s), the appropriate Manager, the Director, Human Resources, or designate, and the Union.

- d) If it is the decision of the Joint Job Evaluation Committee that the job rating should not be reviewed, then this decision will be communicated to the Director, Human Resources, or designate, the Manager, the Union, and the incumbent(s).
- e) If no decision can be reached by the Joint Job Evaluation Committee, as to whether or not the job rating should be reviewed, then the matter shall be referred to the Job Evaluation Referee, in accordance with Article 7.

4.6 In the event that an "out of schedule" higher rate for a job is introduced by the Corporation, the Union shall be notified in writing, and such rate shall continue in effect until the Corporation determines that the conditions which gave rise to the "out of schedule" rate adjustment no longer exists. At that time the rate for the job shall be the evaluated classification as per this Manual of Procedures. Any employee who was being paid at the "out of schedule" rate while working in the job shall continue to receive the "out of schedule" for a period of three (3) months following the Corporation's termination of the "out of schedule" rate, at which time the incumbent shall revert to their previously held rate, adjusted to reflect economic adjustment or step advance that the employee would have otherwise been entitled during the "out of schedule" period.

#### ARTICLE 5 - JOB EVALUATION PROCEDURES

- 5.1 The Joint Job Evaluation Committee shall review the job description and other job documents provided to them for the job under review, to clarify information required for rating purpose. Such review may include:
  - a) site inspection by the Committee
  - b) interviewing, by the Committee of incumbents and supervisors
- 5.2 The Joint Job Evaluation Committee shall then evaluate the job utilizing the Rating Manual. (Schedule 1)
- 5.3 In making the determinations necessary for the rating of a job from the job's content, certain basic characteristics are considered to be inherent in the performance of all jobs and are not considered in the evaluation of any job in this program. These characteristics are honesty, integrity, normal discretion, reasonable care and attention, ordinary tact and common courtesy.

In the application of the Rating Manual the following general rules shall apply.

- a) It is the content of the job that is being analyzed, not the individual doing the job.
- b) Jobs are to be evaluated without regard to existing job rates.
- c) Jobs are to be placed in the appropriate level in each factor by considering the specific requirements of each job, the factor definition, the description of each factor level.

- d) Workload is not a consideration when evaluating a job except as provided for in Factor 8/Mental Effort.
  - e) No interpolation of factor degrees is to be made in the use of this program. (i.e. no insertion of a factor rating that falls between the established degrees of the factor).
  - f) The job description and rating of each job shall be relative to, consistent with, and conform to the job descriptions and ratings of the benchmark jobs and all other jobs in the bargaining unit.
  - g) If agreement is so reached, the rating of the job shall be confirmed in writing and signed by the Union's and Employer's representatives on the Joint Committee and shall be recognized by the parties as the official rating for the job.
  - h) Each appeal shall be submitted in writing on an official appeal form agreed to by the Region and the Union and the appeal reply shall be made in writing on an official appeal decision form agreed to by the Region and the Union. The appeal forms shall be available from the Human Resources Division and/or the Union.
  - i) The parties agree that the above-noted procedure for submitting and dealing with appeals shall be adhered to by both parties, provided that any of the time limits imposed herein may be extended, in writing, by mutual consent.
  - j) The Joint Job Evaluation Committee and/or the Union at its discretion, may request the appearance of the Incumbent and/or Supervisor in order to assist the Committee in its deliberations.
  - k) Should the Joint Job Evaluation Committee not be able to make a decision on the matter(s) before it, the matter(s) shall be referred to the Job Evaluation Referee, as provided for in Article 7.
- 5.5 The Human Resources Representative shall communicate all rating and/or other decisions made by the Committee to the Director, Human Resources, or designate, the appropriate Manager, the Union and the incumbent(s) of the Committee's decision. Subject to completion of the appeals procedure noted herein, such decisions shall be considered final and binding upon the Parties.
- a) If a change in job content results in a lower evaluation and wage grade for a job, the incumbent of such job whose existing wage rate is thus higher than the established wage rate of the changed job shall be identified as being "Red Circled". Each incumbent with a designated "Red Circled" wage rate shall receive the new wage rate for the position effective the date the new rating was finalized by the Committee or immediately following the appeal proceedings, noted under Article 5 of this Manual of Procedures, if the latter.

- b) If a change in job content results in a higher evaluation and wage grade for a job, the incumbent of such job, whose existing wage grade is thus below the established wage rate of the changed job, shall be identified as being "Green Circled". "Green Circled" rates shall be adjusted to the appropriate wage grade recognizing the incumbent's status within the existing wage grade increments structure, effective the date the new rating was finalized by the Committee, or immediately following appeal proceedings noted under Article 5 of this Manual of Procedures, if the latter.
- c) If required, the job shall be assigned the appropriate wage classification, effective the date the new rating was finalized by the Committee or following appeal proceedings noted under Article 5, if the latter.
- d) If the incumbent(s) of the job disagree(s) with the job description or the rating of the job, an appeal of the job description and/or the rating may be lodged, within thirty (30) calendar days of receipt of the rating, by the incumbent(s) with the Joint Committee through the Director, Human Resources, or designate, with a copy provided to the Union. The appeal shall state, in writing, the reason or reasons why the incumbent(s) disagree(s) with the job description and/or the rating of the job.

#### ARTICLE 6 - THE JOINT JOB EVALUATION COMMITTEE

6.1 The Joint Job Evaluation Committee shall consist of:

- two (2) representatives of the Region, as selected by the Region;  
plus one (1) alternate as selected by the Region.
- two (2) representatives of the Union, as selected by the Union;  
plus one (1) alternate as selected by the Union.
- one (1) non-voting Representative appointed from the Human Resources Division following discussion with the Union.
- the position of Chairperson shall alternate between the Union and the Region.

6.2 It shall be the purpose of the Joint Job Evaluation Committee:

- a) to review, confirm or revise job ratings as initiated through the agreed to process.
- b) to establish and review, for rating consistency and to ensure the maintenance of relativities, a sampling of established benchmark jobs.
- c) to review problems pertaining to the application of the Rating Manual, and recommend solutions to the Region and the Union.
- d) to recommend changes to the Rating Manual and the Job Evaluation process to the Region and the Union.

6.3 The Human Resources Representative shall be responsible for co-ordinating all aspects of the rating proceedings and administration, including the calling of all Committee meetings and acts as a recording secretary to the Committee. All correspondence to and from the Committee shall go through the Human Resources Representative.

6.4 Decisions of the Joint Job Evaluation Committee shall require consensus. When consensus is not possible, the matter under review shall be referred to the Job Evaluation Referee as provided for in Article 7 of this Manual of Procedures.

6.5 The Joint Job Evaluation Committee shall meet at least every third month.

#### ARTICLE 7 - JOB EVALUATION REFEREE

##### 7.1

- a) The Region and the Union shall, by January 31 of each year, agree upon a Job Evaluation Referee. The parties agree that said Referee shall have a background in job evaluation, and will not have any conflict of interest regarding the matter under review.
- b) Should either party determine that a new Referee should be appointed for the following year, notice to the other party shall be given, in writing, during December of the current year. Such notice shall contain a list of individuals being proposed as Referee by the initiating party.
- c) Should the Referee withdraw for any reason during the term of appointment, the parties shall, within ten (10) calendar days of such notification, agree upon a replacement.
- d) Should the parties agree that the Referee does not exhibit a satisfactory work ethic and/or disregards the established principles of these Job Evaluation Procedures, the Referee shall be replaced within ten (10) calendar days of such decision, pursuant to Article 7.1 (a).

7.2 The cost of the Job Evaluation Referee's remuneration and personal expenses shall be shared equally by the Region and the Union.

7.3 The Job Evaluation Referee will be required to meet and make decisions solely on matters where consensus was not achieved by the Joint Job Evaluation Committee.

7.4 The following procedure will be followed to resolve any matters before the Job Evaluation Referee:

- a) The Job Evaluation Referee shall meet with the Joint Job Evaluation Committee to review the matter under consideration. If, following this meeting, the Committee can reach consensus, then the Referee will immediately issue a concurring decision.

- b) If consensus is not reached under (a), the Job Evaluation Referee will make decision(s) which will be final and binding on all parties. Such decision(s) shall be in writing to the Chairperson of the Joint Job Evaluation Committee, who will forward it to the Committee, the Director, Human Resources, or designate, the appropriate Manager, the Union and the incumbent(s).
  - c) All decisions and ratings of jobs shall be carried out in a manner consistent with and relative to all other job rating decisions for jobs covered by this program.
- 7.5 The Job Evaluation Referee will, prior to any meeting with the Joint Job Evaluation Committee, be forwarded all job documents or information to the matter under review. In addition, the Job Evaluation Referee will have the opportunity to interview the incumbent(s) and supervisory personnel.

#### ARTICLE 8 - APPLICATION OF THE JOB EVALUATION RESULTS

- 8.1 Upon the completion of the job evaluation process, the Human Resources Representative shall total the points assigned to each Factor Degree, using the attached Schedule 2, Job Evaluation Factors and Weights, and Schedule 3, Job Evaluation Factor Degree Points to determine the Total Points for the job under review. Upon determining the Total Points for the job, the Human Resources Representative shall use Schedule 4, Job Evaluation Classifications, to determine the appropriate Classification for the job.
- 8.2 The Human Resources Representative shall notify the Human Resources Division and the Union of the results of 8.1.
- 8.3 The Human Resources Division shall notify the appropriate Manager, the Union, and the incumbent(s) of the job of any changes in Classification resulting from job evaluation.

The Union members of the Committee and any alternates appointed by the Union shall be granted leave of absence with pay and without loss of seniority for periods of time spent working on the Committee as approved by the Director, Human Resources, or designate. These members shall continue to have all the rights and privileges of the Collective Agreement.

#### ARTICLE 9 - GRIEVANCE/ARBITRATION

- 9.1 The decision of the Joint Job Evaluation Committee and/or Referee is final and binding and not subject to the grievance procedure.

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