

COLLECTIVE AGREEMENT

between

ST. JOSEPH'S CONTINUING CARE CENTRE
(“the Employer”)

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2717
(“the Union”)

Expiry date: March 31, 2023

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PREAMBLE

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

Whereas it is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, etc.
3. To encourage efficiency in operations.
4. To promote morale, well-being and security of all employees in the bargaining unit.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for the residents.

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

ARTICLE 1 - DEFINITIONS

1.01 Any and all references to the word Union throughout this Agreement shall be taken to mean the Local Union of the Canadian Union of Public Employees and being Local 2717.

1.02 Status of Employees

a) Full-Time Employee

An employee who is employed for 37.5 hours or more per week on a continuing basis, shall be deemed to be a full-time employee.

b) Part-Time Employee

An employee who is employed for less than 37.5 hours per week shall be deemed to be a part-time employee.

i) Regular Part-Time Employees

An employee who has made a commitment to the Employer to be available for work on some pre-determined basis and in respect of whom there is pre-determined scheduling. A regular part-time employee shall be available to work all shifts on a minimum of six (6) days per two-week pay period.

ii) Casual Part-Time Employees
An employee who works on a relief or call-in basis.

iii) Work in a Second Classification
The Employer may request that employees who are qualified to work in more than one classification volunteer to work in a second classification and may offer shifts to such employees before offering a shift as overtime. The Employer may also ask for volunteers to cress train under this article in the event that the Employer has cross-training opportunities available.

c) Temporary Employee
An employee who is employed to substitute for a full-time or part-time employee for a pre-determined estimated period of employment not to exceed the length of time that the original employee is absent shall be considered to be a temporary employee with entitlement to the applicable provisions of this agreement in the same manner as a full-time or part-time employee. The Employer will notify the Union of all temporary employees. This period may be extended by mutual agreement. The release of such temporary employee at any time during the period or at the end of their pre-determined employment shall be deemed to be for just cause and shall not be a difference between the parties. A temporary employee who alleges that the release was in violation of Article 4.01 shall be entitled to process a grievance through the grievance and arbitration procedures.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes that the management function of the Employer and the direction of working forces are fixed exclusively by the Employer and shall remain solely with the Employer except as specifically limited by the express provisions of this Agreement, and without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) Maintain order, discipline and efficiency.
- b) Hire, discharge, direct, promote, demote, classify, transfer, layoff, recall and suspend or otherwise discipline employees provided that a claim of discharge or discipline without just cause may be the subject of a grievance and dealt with as hereinafter provided.

The Employer agrees that these functions will be exercised in a reasonable manner and consistent with the provisions of this Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATION

- 3.01 With reference to certificates issued by the Ontario Labour Relations Board, the Employer recognizes the Canadian Union of Public Employees and its Local 2717 as the sole and exclusive collective bargaining agent for all employees of the Employer in the City of Cornwall, save and except professional Medical Staff, Registered and Graduate Nurses, Supervisors, persons above the rank of Supervisor, office staff and Storekeeper, Paramedical Staff and Program Support Coordinator.
- 3.02 Work of the Bargaining Unit
Persons whose jobs are not in the Bargaining Unit, excepting residents performing minimal services, shall not work on any jobs which are included in the Bargaining Unit unless it is for the purpose of instruction, experimenting or in emergencies and provided that the act of performing the aforementioned does not in itself reduce the hours of work and pay of any employee within the Bargaining Unit.
- 3.03 No Other Agreement
No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 4 - DISCRIMINATION

- 4.01 No Discrimination
The parties agree that there shall be no discrimination or harassment by either party under the grounds covered under the Ontario Human Rights Code.

ARTICLE 5 - UNION MEMBERSHIP REQUIRED

- 5.01 Employees to be Members
As a condition of continued employment, all employees shall become and remain members of the Union. A new employee as of the date of hire shall become and remain a member of the Union.

ARTICLE 6 - CHECK-OFF UNION DUES

- 6.01 Check-Off Payments
The Employer will deduct from the regular earnings of an employee such regular monthly union dues as may be established by the Union, providing the amount thereof remains uniform and constant for a period of one (1) year.

6.02 Deductions

Deductions shall be made from each pay and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month on which the deductions were made, accompanied by a list of names of the employees from whose wages the deductions have been made, the amount of dues deducted, total hours of work, together with any notified change of address for any such employees, as well as the total earnings for the period.

6.03 Dues Receipts

At the same time that the Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each union member in the previous year.

6.04 The Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this article.

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

7.01 New Employees

An employee will have the opportunity to meet with a representative of the Union in the employ of the Home for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Employer as part of the orientation program.

ARTICLE 8 - CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director or designate of the Employer and the President of the Union except correspondence arising under Article 10 Grievance Procedure, which correspondence shall pass to and from the Executive Director or designate and the Chief Steward with a copy to the President of the Local.

ARTICLE 9 - LABOUR MANAGEMENT BARGAINING RELATIONS

9.01 Representation

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

9.02 Union Bargaining Committee

A Union Bargaining Committee shall be appointed to consist of not more than four (4) members of the Union. The Union shall, in writing, provide the Employer with the names of the individuals who constitute the Committee, prior to the commencement of negotiating any changes to the Collective Agreement.

9.03 Function of the Bargaining Committee

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

9.04 Union Representative

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

9.05 Meeting of the Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

9.06 Time Off for Meeting

It is agreed that four (4) members of the Union Bargaining Committee who are in the employ of the Employer shall have the right to attend direct negotiating meetings held with representatives of the Employer. Four (4) members of the Bargaining Committee in the employ of the Employer shall suffer no loss of pay while attending direct negotiating meetings with the Employer up to and including conciliation. In no event shall such attendance result in overtime pay of any sort.

9.07 Labour Management Committee

A Labour Management Committee shall be established consisting of not more than three (3) representatives of the Union and not more than three (3) representatives of the Employer plus any other employees as mutually agreed. Meetings shall be held at the request of either party at a mutually agreed time and place.

9.08 Occupational Health and Safety

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as members of its Health & Safety Committee, two (2) representatives selected or appointed by the Union from amongst the bargaining unit employees.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health.
- d) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions. In addition, the Employer will provide the Committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representatives appointed or selected in accordance with (b) thereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Health & Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall not lose regular earnings as a result of such attendance.
- g) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and regulations.
- h) All time spent by members of the O.H.S.C. attending meetings of the Committee shall be paid by the Employer at his or her regular rate, and he or she shall be entitled to such time from work as is necessary to attend scheduled meetings. It is understood that such time spent on Committee work will not result in overtime or any other premium pay.

ARTICLE 10 - GRIEVANCE PROCEDURE

10.01 Recognition of Union Stewards and Grievance Committee

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

10.02 Stewards

The Union shall have the right to elect four (4) Stewards, who must be employees of the Employer during their term of office and one of whom shall be designated as a Chief Steward. No more than two (2) Stewards shall be elected from within any one department, unless such additional Steward is the Chief Steward.

10.03 Names of Stewards

- (a) The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Steward before the Employer shall be required to recognize him.
- (b) The Union will provide a fact sheet for every grievance. If no fact sheet is provided, the Employer is not obliged to proceed.

10.04 Grievance Committee

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

10.05 Permission to Leave Work

- (a) An employee shall not leave his regular duties in connection with the servicing and including investigation of a grievance hereunder, until he has first secured permission from his immediate supervisor. Such permission shall not be unreasonably withheld. The employee shall state his destination to his immediate Supervisor and shall report again to the immediate Supervisor at the time of his return to work. Time spent by members of the Grievance Committee during their normal working hours in the handling of grievances as provided for in this Agreement will be compensated by the Employer. Where reasonably possible, the grievance meetings will be scheduled to begin and be completed during normal day shift hours of the employees concerned.
- (b) An employee who has filed an individual grievance shall suffer no loss of regular earnings for time spent in meeting with the Employer during a grievance meeting held during the employee's normal working hours.

10.06 (a) Definition of a Grievance

A grievance or complaint is defined as any difference between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

(b) Complaint to Supervisor

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until he has given his immediate Supervisor an opportunity to adjust his complaint. If an employee has a complaint, he shall discuss it with his immediate Supervisor within five (5) calendar days after being made aware or ought reasonably to have been aware of the circumstances giving rise to the complaint and he shall be accompanied by his Steward if he so desires. If a settlement is not arrived at, it may be taken up as a grievance within seven (7) calendar days following the immediate Supervisor's decision in the following manner and sequence:

STEP 1 The Employee, together with his Steward, may present his alleged grievance to his immediate Supervisor. The grievance shall be in writing on a grievance form and shall include the nature of the grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated. Failing a settlement, the Supervisor shall deliver his decision in writing within seven (7) calendar days following the presentation of the grievance to him. Then, within seven (7) calendar days after the decision is given, the Union may proceed to the next step.

STEP 2 The employee, together with his Steward, may present his alleged grievance in writing to the Executive Director or designate. A meeting will be held within five (5) calendar days between the Executive Director or designate and the Union Grievance Committee. Failing a settlement, the Executive Director or designate shall deliver his/her decision in writing within seven (7) days.

10.07 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, Step 1 of this Article may be by-passed. A policy grievance must be presented to the Employer by the grievor(s) in writing and within sixteen (16) calendar days of the incident being grieved.

10.08 Facilities for Grievances

The Employer shall supply the necessary meeting room facilities for the grievance meetings.

10.09 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

10.10 All agreements reached under the grievance procedure between the representatives of the Employer and the Union will be final and binding upon the Employer and the employees.

- 10.11 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the Parties to this Agreement.
- 10.12 If the Union does not advance the grievance to the next step in the grievance and arbitration procedure, the grievance is deemed to be abandoned. If the Employer does not respond within the time limits in the grievance and arbitration procedure, then the Union may advance the grievance to the next step.

ARTICLE 11 - ARBITRATION

11.01 Failing a settlement under Step 2, such differences may be taken to arbitration as provided for in this Agreement and if no written request for arbitration is received within sixteen (16) calendar days after the decision in Step 2 is given, it shall be deemed to have been settled.

11.02 Composition of Board of Arbitration

Where the Union or the Employer have a grievance, they intend to submit to arbitration, the party with the grievance shall advise the other party by registered mail, indicating the name of its nominee on the Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two Arbitrators shall then meet to select an impartial Chairman. By mutual agreement, the parties may agree to replace the Arbitration Board by a mutually agreeable single Arbitrator.

When the parties agree to a single arbitrator, within five (5) days after receiving notice from the party referring the grievance to arbitration, the other party shall respond to the first party to select a single arbitrator.

- a) If the two Appointees fail to agree upon a Chairman within seven (7) days of their appointment, they may request the Minister of Labour to appoint a Chairman.
- b) No person shall be appointed as an Arbitrator who has been involved in an attempt to settle the grievance, nor who has within a period of six (6) months preceding the date of his appointment been an employee or a member of the Employer Board.
- c) The Arbitration Board shall not be authorized to make any decisions inconsistent with the provisions of this Agreement or to alter, modify, add to, or amend any part of this Agreement.
- d) Proceedings of the Arbitration Board will be expedited by the Parties hereto and the decision of the majority, and where there is no majority, the decision of the Chairman shall be final and binding upon the parties hereto and the employee or employees concerned.

11.03 Expenses of the Board

Each of the Parties hereto will bear the fee and expense of the Arbitrator appointed by it and the Parties will jointly bear the expenses of the Chairman of the Arbitration Board.

Each party shall pay:

- a) the fees and expenses of the Nominee it appoints;
- b) one-half of the fees and expenses of the Chairman.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Discharge Procedure

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

12.02 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. It is agreed that proof of just cause shall be based on the principle of "balance of probability".

12.03 Unjust Suspension or Discharge

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

12.04 Right to Have a Steward Present

Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the Employee in advance of the purpose of the interview, in order that the employee may contact a Steward to be present at the interview, and the employee shall have the right to have a Steward present at such interview.

12.05 Warnings

It is agreed that an employee shall have the right to grieve a written discipline which has been issued against him. The written discipline shall be removed from an employee's file after a period of eighteen (18) months free of discipline for misconduct of a similar nature. The period of eighteen (18) months shall be extended by any leave of absence of thirty (30) days or greater.

12.06 Adverse Report

The Employer shall make available to the employee upon request or an officer of the Union, with the consent of the employee concerned, any report concerning his work which may be on file including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. An employee shall acknowledge viewing such report or complaint by affixing thereto his signature.

12.07 Access to Personnel File

Subject to prior arrangement with the Employer, an employee shall have the right, at least once a year, to have access to and review his/her personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become a part of the permanent record.

ARTICLE 13 - SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of continuous service in either the full-time or part-time Bargaining Unit.

Calculation of Seniority

- a) Full-time employees shall have their seniority calculated on the basis of calendar years, months and days of employment as of last date of hire.
- b) Part-time employees shall have their seniority calculated on the basis of hours worked as of date of hire, with 1,600 hours equalling one (1) year of seniority.
- c) Portability of Seniority:
 - i) Part-time employees transferring to full-time status shall be given seniority credit for all hours worked on the basis of 1,600 hours equalling one (1) year.
 - ii) Full-time employees transferring to part-time status shall be given seniority credit for all full-time service.
- d) Seniority Date:

It is understood that the seniority date cannot, under any circumstances, pre-date the employee's date of hire.

13.02 Seniority List

The Employer shall maintain a seniority list for full-time employees and a seniority list for part-time employees. The full-time seniority list will show the date upon which each employee's seniority commenced as well as the accrued seniority expressed in years, months and days. The part-time seniority list will show the date upon which each employee's seniority commenced as well as the accrued seniority expressed in total accumulated hours, years and hours worked. An up-to-date seniority list shall be sent to the Union and shall be posted on the main bulletin board, ground level, twice yearly, (April and October) of each year. It is understood that for the purpose of application of seniority, there will be only one integrated seniority list. A challenge by an employee as to the accuracy of the seniority list shall not be accepted after thirty (30) days following the posting.

13.03 Probationary Employees

- (a) A new employee will be considered on probation until he has completed forty-five (45) days of work or six (6) months have elapsed since his last date of hire, whichever comes first, during which time he may be discharged at the discretion of the Employer. The employee shall, however, with the exception of the grievance procedures pertaining to discharge, be entitled to all other rights and benefits of this Agreement unless otherwise provided in the Agreement.
- (b) The period of an employee's pregnancy and/or parental leave shall not be included in determining whether the employee has completed the probationary period.

13.04 Loss of Seniority

An employee shall lose his seniority and will be considered to have left the service of the Employer for any of the following reasons:

- a) he is discharged and the discharge is not reversed through the grievance procedure;
- b) he resigns in writing;
- c) he is absent from work without permission in excess of five (5) working days, except where the failure to request permission is because of proven inability to contact the Employer;
- d) after a layoff, he fails to return to work within seven (7) calendar days after being notified by registered mail to do so, unless through sickness or other just cause, verified to the satisfaction of the Long Term Care Program Director or his designate;
- e) fails to return to work upon the termination of authorized leave of absence, except where the failure to request permission to extend is because of proven inability to contact the Employer;

- f) uses leave for purpose other than intended for without first obtaining permission from the Employer;
- g) has been laid off for a continuous period of twenty-four (24) months or length of service, whichever is shorter.

NOTE: It shall be the responsibility of the employee to keep the Employer informed of his current address and telephone number.

- h) is absent due to illness or disability for a period of twenty-four (24) months from the time the disability or illness commenced.
- i) A casual employee shall be deemed terminated in the event he/she refuses four (4) shifts in any one month or has not worked within six (6) months of his/her last shift worked.

13.05 Full-Time Employees Only

- A) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Employer, both seniority and service will accrue.
- B) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for the service or purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended for the period of the absence appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of any subsidized employee benefits in which he/she is participating for the period of absence.
- C) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence.

ARTICLE 14 - POSTING OF VACANCIES AND STAFF CHANGES

- 14.01 a) When a full-time or regular part-time position becomes vacant that the Employer intends to fill on a temporary or permanent basis or when a new job is created, the Employer will post a notice of the vacancy for a period of seven (7) calendar days, on the bulletin board before any new employees are hired, in order to allow employees with seniority to apply. An employee who wishes to be considered for the position so posted shall signify his desire by submitting an application in writing to the Department Head during the posting period.
- b) Temporary vacancies of ninety (90) days or less need not be posted, but the Employer will endeavour to divide as equally as possible among regular part-time employees within the classification who are willing and able to perform the duties.
- c) It is understood that casual part-time positions need not be posted. However, current employees who may be interested in being trained for another area to improve their chances to work may signify their interest in writing. Training may be provided but only if there is a need for more casual assistance at which time the employer will review the candidacy of those having signified their interest in that area of work. If more than one qualified employee had signified his/her interest in a particular area, then selection shall be based on Seniority. Nothing in this article is intended to prevent the employer from hiring external candidates as required to ensure the necessary levels of manpower to provide adequate client services for the residents.
- d) The parties agree that the grievance settlement dated October 24, 2009 no longer has any force or effect. The parties agree to the following:

Employees in a temporary position may not apply for another temporary position until the original temporary position ends or until twelve (12) months have passed. For clarity, nothing in this provision shall operate to prevent an employee from applying for a permanent position nor shall anything operate to limit any management right including the right to reassign.

Successful applicants for a vacancy may not decline the position once the posting expires. If the Employer decides to fill the resulting vacancy, it shall be posted. Subsequent vacancies arising from the second vacancy shall not be posted.

14.02 Information in Postings

Such notice shall contain the following information: location, nature of position, qualifications, required knowledge and education, skills, shift, wage or salary rate or range, as per collective agreement.

14.03 Role of Seniority in Promotions and Transfers

Both parties recognize:

- 1) The principle of promotion within the service of the Employer.
- 2) That job opportunity should increase in proportion to seniority in the bargaining unit on the day that the position is posted. Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority, provided he possesses the required qualifications. Where the qualifications are relatively equal, experience and performance shall be considered, along with seniority.

14.04 Trial Period

- (a) A successful applicant (full-time or part-time), to a position and department in which she has never worked, shall be allowed to work up to thirty (30) days on a trial period. At the completion of such trial period, the employee may voluntarily return or be returned by the Employer to his former position without loss of seniority and at the previous rate of pay, subject to any changes which would have occurred had he not transferred. Any other employee affected by such revision of employment shall also be returned to his former position and wage rate without loss of seniority and subject to any changes which would have occurred had he not transferred. The trial period may be extended or shortened by mutual agreement of both parties.
- (b) The voluntary return portion of this provision shall be a maximum of two (2) weeks in the case of a temporary posting.
- (c) In the event a full-time employee is changing to part-time status and a trial period is in effect, any outstanding vacation pay shall be paid out within two (2) pays of the end of the trial period.

14.05 Successful Applicant - Posting

The Employer will post the name of the successful applicant to a permanent or temporary vacancy in the Bargaining Unit on the main bulletin board within three (3) business days after having made the selection. It is understood that the selection will be made within a reasonable time frame.

The successful applicant will be placed in the job within forty-five (45) days of his being selected to fill the permanent or temporary vacancy unless the successful applicant is on an approved leave of absence. Subject to Article 14.01 (a), all permanent vacancies shall be posted. In the case of a temporary vacancy, the original temporary vacancy and the vacancy caused by the filling of such vacancy shall be posted. Within three (3) weeks of the date that the name of the successful applicant is posted, a copy of the posting of the successful applicant will be forwarded to the Union.

ARTICLE 15 - LAYOFFS AND RECALLS

15.01 Role of Seniority in Layoffs

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

15.02 Recall Procedure

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

- (a) accept the layoff; or
- (b) displace an employee who has lesser bargaining unit seniority, if the employee originally subject to layoff can perform the duties of the position without training other than a maximum of three (3) days orientation. The employee so displaced shall be laid off. No employee shall benefit from a layoff by bumping into a higher paid position.

15.03 No New Employees

Employees who are on layoff shall be recalled in order of seniority, provided they are qualified to perform the work available. Vacancies will be posted and filled prior to recalling employees.

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

15.04 Advance Notice of Layoff

An employee who has completed his probationary period, who is to be laid off, shall be given a minimum notice of two (2) weeks or the equivalent pay in lieu of such minimum notice. For employees who are regularly employed for less than 37.5 hours per week and students employed during the school vacation periods, the above pay will be calculated on an average of the employee's last six (6) weeks' earnings. The Union shall be advised of a proposed permanent layoff prior to notifying affected employees.

15.05 The Employer shall recall employees from layoff at the last known address on the Employer's records. It shall be the responsibility of the employee to keep his/her address up to date.

15.06 Grievances on Layoffs

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

15.07 Reduction in Hours

In the event of a reduction in an employee's hours, the Employer agrees to provide two (2) weeks written notice of the reduction to the Union and to affected employees.

ARTICLE 16 - HOURS OF WORK

16.01 The regular hours of work for full-time employees within the Bargaining Unit shall be 7.5 hours per day and 37.5 hours per week exclusive of meal breaks. The regular hours of work for part-time employees within the bargaining unit shall be up to 7.5 hours per day exclusive of meal break(s).

16.02 Work Schedule

- a) A six-week work schedule for all employees required to work a shift schedule shall be posted electronically and updated every two (2) weeks to ensure that at least four (4) weeks is posted at all times. Changes can be made to the schedule by mutual agreement.
- b) Work schedules shall allow at least every second weekend off for all employees, but employees willing to work additional weekends shall submit their availability in writing to the Employer.
- c) All work performed in the seventh (7th) and subsequent consecutive days of work in a two-week period and any hours of work in excess of seventy-five (75) in a two-week period shall be paid for at a rate of time-and-one-a-half or time off-in-lieu at a mutually agreeable time.
- d) It is understood that casual employees will be called only after it has been determined that regular part-time employees are not available.
- e) Failure to provide sixteen (16) hours between the end of an employee's scheduled shift and the commencement of such employee's next scheduled shift shall result in payment of one and one-half times (1-1/2) the employee's straight time hourly rate for only those hours which reduce the sixteen (16) hour period.

Where the sixteen (16) hour period is reduced as a result of an approved change of shift(s), such premium payment shall not apply.
- f) The Employer will endeavour to call in all part-time employees in order of seniority within their department starting with the most senior on a rotating basis. If an employee is missed, she will be offered the next available shift. In no way can the application of this clause result in overtime.
- g) Regular part-time and casual employees shall provide the Employer their availability for additional shifts.

16.03 Paid Rest or Relief Period

The Employer will schedule one 15-minute paid rest period for each full half scheduled shift. It is understood that employees scheduled to work a shift of four (4) hours or less shall only be entitled to one 15-minute work break.

16.04 Reporting Pay Guarantee

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work or the number of hours scheduled if less than four (4) hours, or if no work is available, will be paid at least four (4) hours' pay except when work is not available due to conditions beyond the control of the Employer. The reporting allowance outlined as herein shall not apply whenever the employee has received the one-hour-prior notice not to report for work.

16.05 Shift Differential

The Employer agrees to pay a shift differential of \$0.75 per hour for each shift when the majority of hours fall between 3:00 p.m. and 7:00 a.m.

16.06 Weekend Premium

The Employer agrees to pay a week-end premium in the amount of \$0.70 per hour for all hours worked by an employee between 23:00 hours Friday evening and 23:00 hours Sunday evening.

16.07 Shift Exchange

Employees may, provided at least one (1) week's notice in writing be given and with approval of the Employer, exchange shifts if there is no increase in cost to the Employer, exchanges for equal hours only. Employees shall be responsible for finding their own replacements and both employees shall co-sign the request. Upon approval of the Employer of such shift exchanges, the replacement employee becomes responsible for the shift. The number of shift exchanges will be limited to two (2) per month **per part-time employee and four (4) per month per full-time employee** unless an unforeseen circumstance arises. Such exchanges are to be completed within two (2) pay periods. Giveaways will not be permitted. Furthermore, it is agreed by the parties that such shift exchanges shall not result in premium pay or overtime not otherwise payable. A Saturday and Sunday within the same weekend shall be considered one shift exchange.

16.08 Standard Time – Daylight Saving Time

Employees working the 11:00 p.m. to 7:00 a.m. shift when the change from daylight saving to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked when it is less than seven and one-half (7.5) hours during the shift. When the number of hours worked in a shift exceeds seven and one-half (7.5) hours, the employee shall be paid for the extra hour at time and one-half (1.5) their regular rate of pay.

16.09 In Service Education

Both the Employer and the Union recognize the joint responsibility and commitment to provide and participate in, in-service education. When an employee is required by the Employer to attend a mandatory in-service program outside her scheduled working hours and the employee does attend same, she shall be paid for all time spent on such attendance at her regular straight time hourly rate of pay.

ARTICLE 17 - OVERTIME

17.01 Overtime Defined

When required by the Employer, any time worked by an employee in addition to a regular shift in accordance with paragraph 16.01, shall be considered as overtime and be paid at time-and-one-half (1-1/2) the employee's basic straight time hourly rate of pay.

17.02 Overtime Rates

(a) Authorized work performed in excess of seven-and-one-half (7.5) hours per day shall be paid for at the rate of time-and-one-half (1-1/2) the employee's straight time hourly rate. Overtime premiums will not be duplicated nor pyramided nor shall other premiums be duplicated nor pyramided nor shall the same hours of work be counted as part of the normal work week and also as hours for which the overtime premium is paid. Employees who work overtime will not be required to take time off in regular hours to make up for overtime work.

(b) For full-time and part-time employees, time off in lieu may be taken on a mutually agreed upon basis between the employee and the Employer. Such time off will be the equivalent of the premium rate the employee has earned for working overtime. The Employer will revert to payment of premium rate if time off is not taken within one hundred and twenty (120) calendar days. At no time may an employee accumulate more than 37.5 hours in her bank, any overtime earned shall be paid.

17.03 Sharing of Overtime and Call-back

Overtime work shall be on a voluntary basis, except that when there are no volunteers available, it is agreed that the Employer shall have the right to assign overtime work. When such overtime assignments are made by the Employer, they shall be made to qualified employees and with due regard to seniority.

17.04 Overtime During Layoffs

There shall be no intentional use of overtime to avoid recalling an employee on layoff who is able to perform the available work.

17.05 Call-Back Pay Guarantee

An employee who has completed his regular shift and has left the Employer and who is called back to work, will be paid one and one-half times (1-1/2) his straight-time hourly rate for all hours worked on a call back with a minimum payment equivalent to four (4) hours' pay at one and one-half (1-1/2) times the regular straight-time hourly rate.

17.06 Payment for or Supply of Meals

An employee who works overtime in excess of two (2) hours at the end of his regular shift and who has not been notified before reporting for work that he will be required to do so, will be provided with a free meal on day and evening shifts and, on night shift, will be reimbursed up to \$12.00 upon submission of a suitable receipt.

17.07 Standby

An employee who is required to remain available for duty on standby, outside the normal working hours for that particular employee, shall receive standby pay in the amount of three (\$3.00) dollars per hour for all hours on standby. When an employee on standby is called in to work, the standby allowance shall cease and the employee shall be paid at the overtime rate for all hours worked.

ARTICLE 18 - HOLIDAYS

18.01 a) Paid Holidays

The Employer recognizes the following as paid holidays for all full-time employees within the Bargaining Unit:

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

- b) Part-time employees shall not be entitled to paid holidays. Compensation for statutory holidays shall be included in the provisions of Article 23.02 of this agreement.

18.02 Compensation for Holidays Falling on a Scheduled Day Off

Subject to the proper application of 18.01 above, if a paid holiday is observed on an employee's scheduled day off and the employee does not work on that day, he shall be allowed, within the succeeding one hundred and twenty [120] day period, another day off with pay at a mutually-agreeable time.

18.03 a) Work on a Holiday (full-time employees)

For any of the above-mentioned paid holidays, an employee shall receive remuneration that is equal to his pay for a regular work day. An employee required to work on any such holiday shall, in addition to his regular pay for the holiday, be paid at the rate of time-and-one-half (1-1/2) for each hour so worked. The Employer may, if an employee requests within one hundred and twenty [120] day period, substitute another working day for the holiday.

b) Work on a Holiday (part-time employees)

Part-time employees working on a paid holiday listed in Article 18.01 (a) shall be paid at the rate of one and one-half (1-1/2) times his regular straight time hourly rate for all hours worked on such holiday.

18.04 Qualifying for Holiday Pay

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

- 18.05 It is agreed that all employees working a seven day schedule will be entitled to a minimum of three (3) days off at either Christmas or New Year's. Choice of Christmas or New Year's Day shall be on the basis of unit seniority for full-time employees and departmental seniority for part-time employees.

Notwithstanding the above, the Employer will attempt to provide for a fourth consecutive day off as per above when replacement part-time employees are available to provide for replacement coverage.

- 18.06 For the purpose of identifying the Holidays listed in Article 18.01 (a) above, it is understood that a Holiday is the twenty-four (24) hour period starting with the 2300 hour shift on the day prior to the Holiday and ends at 2300 hours on the day of the Holiday.

ARTICLE 19 - VACATION

19.01 Length of Vacation

All employees shall receive annual vacation with pay in accordance with years of employment as follows:

An employee who has completed less than one (1) year as of January 1st shall be entitled to 5/6 day vacation, with pay, for each month worked the previous year.

An employee who has completed one (1) year of continuous service as of January 1st of each year shall be entitled to ten (10) days annual vacation, with pay.

An employee who has completed two (2) years of continuous service as of January 1st of each year shall be entitled to fifteen (15) days annual vacation, with pay.

An employee who has completed seven (7) years of continuous service as of January 1st of each year shall be entitled to twenty (20) days annual vacation, with pay.

An employee who has completed fourteen (14) years of continuous service as of January 1st of each year shall be entitled to twenty-five (25) days annual vacation, with pay.

An employee who has completed twenty-three (23) years of continuous service as of January 1st of each year shall be entitled to thirty (30) days annual vacation, with pay.

An employee who has completed thirty (30) years of continuous service as of January 1st of

each year shall receive one (1) day added vacation time for every year over thirty. Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work subject to other articles of this Agreement.

All vacations shall be taken by arrangement with the employee's supervisor.

19.02 Compensation for Holidays Falling Within Vacation Schedule (full-time only)

When a holiday as defined herein falls on a day during which vacation is being taken, the employee so affected shall, within the succeeding one hundred and twenty (120) days, be entitled to an additional day of vacation with pay for the statutory holiday at such time as may be mutually agreed by the employee and Employer.

19.03 Calculation of Vacation Pay

a) Annual Vacation pay for full-time employees under paragraph 19.01 shall be paid for each week of vacation entitlement at the greater of:

- i) the rate in effect during the vacation period, or,
- ii) 2% of gross annual earnings based on the preceding calendar year.

b) Applicable to Part-Time Employees Only

Effective the 1st of January 1997, all new employees shall accumulate service for the purpose of progression on the vacation scale, on the basis of one (1) year for each 1600 hours worked.

The vacation year for part-time employees shall be the same as full-time employees, i.e.: January to December.

Annual vacation pay for employees under paragraph 19.01 shall be paid on a percentage basis of gross earnings (which shall include percentage in lieu of benefits) since last vacation day.

A part-time employee who has less than 3,200 hours of service shall receive vacation pay at the rate of four percent (4%).

A part-time employee who has more than 3,200 hours but less than 11,200 hours of service shall receive vacation pay at the rate of six percent (6%).

A part-time employee who has more than 11,200 hours but less than 24,000 hours of service shall receive vacation pay at the rate of eight percent (8%).

A part-time employee who has more than 24,000 hours but less than 36,800 hours of service shall receive vacation pay at the rate of ten percent (10%).

A part-time employee who has more than 36,800 hours of service shall receive vacation pay at the rate of twelve percent (12%).

Vacation pay will be paid out on each pay.

19.04 Vacation Pay on Termination or Retirement

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

19.05 Preference in Vacations

Vacation request shall be granted on the basis of departmental seniority, excepting full-time nursing which shall be on the basis of unit seniority.

19.06 Vacation Schedule

Employees shall assist with the preparation of vacation schedules by advising their Supervisor of preferable dates for annual vacations, prior to May 1st of each year. Vacation schedules shall be posted by June 1st of each year and shall not be changed unless mutually agreed by the employee and the Supervisor. Vacation requests received after May 1st may be granted on a first come, first served basis.

19.07 Time Off for Vacation

a) Full-time employees shall be required to take time off from work for annual vacation entitlement.

b) Part-time employees shall not be required to take time off from work for annual vacation entitlement.

19.08 Unbroken Vacation Period

Employees may be granted up to two (2) seven (7) calendar day periods during the period from June 15th to September 15th. Additional vacation time may be granted to employees on a seniority basis once all employees have received up to two seven calendar day periods, if requested prior to May 1.

19.09 Deferment of Vacation Entitlement

An employee may, with the consent of the Employer, elect to defer vacation entitlement, not to exceed one (1) week to the next succeeding year, providing the employee has an annual entitlement of more than two (2) weeks.

19.10 Approved Leave of Absence During Vacation

If an employee applies for sick leave during his period of vacation and provided the employee has a certificate from a medical practitioner, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date. In the event of the death of an employee's immediate family occurring during the employee's vacation, bereavement leave shall apply as per Article 21.04 (a).

19.11 The vacation year for all employees shall be the period between January 1st and December 31st in each year.

ARTICLE 20 - HOODIP

20.01 The Employer will provide all full-time employees with the HOODIP equivalent to that described in the most recent HOODIP brochure. The plan will be governed by its plan text. Such text is available to viewing in the Human Resources Office.

The Employer will provide the Union with a copy at the Union's cost.

20.02 The Employer will pay 75% of the billed premium towards coverage of eligible employees under the long term disability portion of the Plan, the employee paying the balance of the billed premium through payroll deduction.

20.03 During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of absence, except that the Employer will continue to pay its' share of the premiums for up to eighteen (18) months while an employee is in receipt of WSIB benefits. It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or layoff shall be suspended and not accrue during the period of absence.

Seniority shall accrue for a period of up to fifteen (15) weeks if the employee's absence is due to disability resulting in WSIB benefits.

20.04 The short-term sick leave plan shall be registered with the Human Resources Development Canada (HRDC). The employee's share of the Employer's unemployment insurance premium reduction will be retained by the Employer towards offsetting the cost of the benefit improvements contained in this Agreement.

ARTICLE 21 - LEAVE OF ABSENCE

21.01 Grievance and Arbitration Pay Provision

Representatives of the Union who are in the employ of the Employer shall not suffer any loss of pay or benefits for time involved during Steps 1 and 2 with the Employer.

21.02 Leave of Absence for Union Functions

a) Upon request to the Employer, an employee elected or appointed to represent the Union at conventions or to attend Executive and committee meetings of C.U.P.E., its' affiliated or chartered bodies, shall be allowed leave of absence without pay but with benefits.

- b) When a part-time employee is scheduled to work and subsequently is granted a leave of absence for Union business, he shall be credited with those scheduled hours for the purpose of seniority, service and progression on the wage grid.
- c) During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer within thirty (30) days of billing.

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

- a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without loss of seniority but with no accumulation of seniority so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority, but with no accumulation of seniority during his term of office.
- c) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, shall be granted a leave of absence without loss of seniority, but with no accumulation of seniority, for a period of up to two (2) years.

21.04 Bereavement Leave

- a) **Three (3) Working Day Provision for part-time**
In the event of the death of a member of an employee's family (i.e. mother, father, step-parents, sister, brother, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchild, son-in-law or daughter-in-law, sister-in-law or brother-in-law), he shall be granted up to three (3) working days' leave of absence with pay in order to make arrangements for and attend the funeral.

Seven (7) Working Day Provision for part-time

In the event of the death of a spouse, common-law spouse or child, he shall be granted up to seven (7) working days' leave of absence with pay in order to make arrangements for and attend the funeral.

Three (3) Working Day Provision for full-time

In the event of death of a member of an employee's family (i.e. mother, father, step-parents, sister, brother, mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchild, son-in-law, or daughter-in-law, sister-in-law or brother-in-law, he shall be granted three (3) working days' leave of absence with pay in order to make arrangements for and attend the funeral.

Seven (7) Working Day Provision for full-time

In the event of the death of a spouse, common-law spouse or child, he shall be granted seven (7) working days' leave of absence with pay in order to make arrangements for an attend the funeral.

b) **Bereavement Leave Payment**

Payment for such day or days in (a) above will be confined to the period of time surrounding the funeral.

c) In recognition of the fact that situations which call for bereavement leave are based on individual situations, the Employer, on request, may grant additional bereavement leave without pay. Such request shall not be unreasonably withheld.

d) For the purposes of Bereavement Leave, "spouse" shall include same sex partner.

One of the above-mentioned days may be taken for Spring internment where such is the case.

21.05 **Paid Jury or Court Witness Duty Leave**

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror in any court. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any legal procedures in which the Employer is a party to such proceedings shall be considered as time worked with entitlement to the regular rate of pay.

21.06 **General Leave**

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

21.07 **Pregnancy Leave**

Pregnancy leave will be granted to an employee in accordance with the provisions of the *Employment Standards Act*, as amended from time to time. The Employer agrees to maintain the 75% top up during the fifteen (15) weeks EI maternity benefit. ~~See Appendix (I) for a copy of the *Employment Standards Act* provisions.~~

Pregnancy Leave

i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

ii) The employee shall notify her supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written

notification of at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certification of a legally qualified medical practitioner stating the expected birth date. Any exception with the above shall be dealt with on an individual basis.

- iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) above, she must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) above, she must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- iv) Seniority shall continue to accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- v) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave unless the employee gives the Employer written notice that she does not want to continue to make the employee contributions (if any) to the plans.
- vi) The employee who has taken a pregnancy leave shall be reinstated when the leave ends to the position she most recently held with the Employer if it still exists, or to a comparable position, if it does not.

21.08 Parental Leave

- i) **Parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.**
- ii) **The employee shall notify her supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. Any exception with the above shall be dealt with on an individual basis.**
- iii) **An employee whose child comes into her custody, care and control for the first time sooner than expected must give the Employer written notice of her wish to take leave within two (2) weeks after she stops working.**

- iv) **The employee shall reconfirm her intention to return to work on the date originally approved in subsection (ii) or (iii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) or (iii) above, she must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) or (iii) above, she must give the Employer at least four (4) weeks' written notice before the date the leave was to end.**
- v) **Seniority shall continue to accumulate for a period of up to thirty-seven (37) weeks while an employee is on parental leave.**
- vi) **The Employer shall continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-seven (37) weeks while the employee is on parental leave unless the employee gives the Employer written notice that she does not want to continue to make the employee contributions (if any) to the plans.**
- vii) **The employee who has taken a parental leave shall be reinstated when the leave ends to the position she most recently held with the Employer if it still exists, or to a comparable position, if it does not.**

Note for clarification:

Where an employee has taken Pregnancy Leave, the maximum for item (v) and (vi) shall be thirty- five (35) weeks.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES

22.01 Pay Days

- (a) **The Employer shall pay salaries and wages every second Thursday (and on the last banking day before a holiday) in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with a statement of his wages, overtime and other supplementary pay, deductions and the number of hours of banked overtime.**
- (b) **In the event of an error in the employee's cheque in excess of four (4) hours pay, the Employer shall issue a manual cheque within one (1) payroll working day of error notification.**

22.02 Temporary Transfer

An employee who is temporarily assigned to a higher-rated classification within the Bargaining Unit will be placed in the range of the higher-rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification provided that he does not exceed the wage rate of the classification to which he has been promoted.

22.03 Pay on Temporary Transfers, Lower-Rated Jobs

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

22.04 Promotion to a Higher Classification

An employee who is promoted to a higher-rated classification within the Bargaining Unit will be placed in the range of the higher-rated classification so that he shall receive no less an increase in wage rate than the equivalent of one step in the wage rate of his previous classification (provided that he does not exceed the wage rate of the classification to which he has been promoted).

22.05 Transfer to a Lower Classification

An employee who is transferred to a lower-rated classification, as a result of a job posting, will be placed at the rate of pay in the new classification which will result in the least possible reduction in pay for that individual. It is understood that the employee's rate of pay cannot exceed the maximum salary rate for the position he/she has applied for.

22.06 An employee who is transferred to a position within the same classification and/or pay rates, as a result of a job posting, shall not suffer any reduction in wages. However, he/she will not receive an increase in pay until such time as he/she has attained the level of service in the new position to justify a step increase. (For the purpose of clarity a full-time employee will be required to serve one full year in the new position before being eligible for an increase.)

22.07 An employee who returns to a position he/she has already occupied within 24 months, will be placed on the salary scale at the same step he/she previously received.

22.08 Registered Practical Nurses must submit acceptable evidence of annual registration no later than Feb. 15th of each year. Failure to do so will result in the employee being suspended without pay until proof is provided.

(a) Advancement on the Salary Grid

- 1) Full-time employees will be paid at the start rate of the classification and will advance on the salary grid based on their anniversary dates.
- 2) Regular part-time will be paid at the start rate of the classification and will advance on the salary grid based on all hours worked since date of hire.

- 3) Casual employees shall be paid at the start rate of the classification and will begin accumulating hours for advancement on the salary grid based on all hours worked effective date of ratification. [June 12th, 2000]
- 4) A part-time employee whose status is altered to full-time will assume his same level on the full-time grid. A full-time employee whose status is altered to regular part-time will assume his same level on the regular part-time grid. In addition, an employee who is so transferred will be given credit for service accumulated since the date of his last advancement. A regular part-time employee will advance from his present level to his next level on the salary grid after obtaining one year's service credit calculated in accordance with the provisions of Article 13.01.

(b) Benefits - Temporary Employees

Temporary employees shall not receive benefits applicable to full-time employees, but shall receive the percentage in lieu of benefits as provided in Article 23.02.

ARTICLE 23 - EMPLOYEE BENEFITS

23.01 Hospital and Medical Insurance (full-time only)

The Employer shall pay such costs as herein provided:

- 1) Mutual Life Dental Plan 94 - 75% of premiums at current ODA schedule of fees.
- 2) Group Life Insurance of no less than two times (2x) the annual salary
Accidental Death Dismemberment and Major Medical Benefits - 100% of premiums.
- 3) Hospital of Ontario Pension Plan.
- 4) Effective on the date of ratification, \$350.00 Vision Care per family member every two (2) years. Eye exams every two (2) years.

Effective April 1, 2017, \$400.00 Vision Care per family member every two (2) years. Eye exams every two (2) years.

Subject to meeting the enrolment requirements, the Employer offers to all full-time employees the Hospital of Ontario Pension Plan in accordance with its' terms and conditions.

- 5) Paramedical:
Speech therapist, limited to a maximum of \$200 per benefit year
Psychologist limited to \$35/visit to a maximum of \$200 per benefit year
Physiotherapist and athletic therapist, limited to a maximum of \$400
Massage therapist, limited to a maximum of \$500
Chiropractor limited to a maximum of \$400

23.02 Benefits (part-time)

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, stand-by pay, call-back pay, reporting pay, jury and witness duty, compassionate pay), an amount equal to twelve percent (12%) of his regular straight time hourly rate of pay for all straight time hours paid.

ARTICLE 24 - JOB SECURITY

- 24.01 The Employer will not contract out any work with the result that there occurs a layoff, or a reduction in the number of hours worked, or a reduction in the regular hourly rate of pay, of any employee in the Bargaining Unit. The parties agree to meet whenever the need arises to discuss the Employer's requirement for the contracting out of services.

ARTICLE 25 - GENERAL CONDITIONS

25.01 No Strikes or Lockouts

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

25.02 Bulletin Board

The Employer shall provide a bulletin board to which all employees have access and on which the Union has the right to post notices of Union meetings and any other matter which can reasonably be said to deal with Union activities.

25.03 General Rules of Employment, Present Conditions to Continue

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

25.04 On June 12th of every year, the Employer will reimburse one hundred and ten (\$110.00) dollars per year, for appropriate full-time and part-time staff, for safety footwear.

25.05 Effective June 1, 2022:

On the first payable day in June of each year, the Employer shall pay to each employee actively employed (i.e. not on an unpaid leave of absence), a clothing allowance as follows:

For part-time and casual employees	\$ 60.00
For full-time employees	\$ 120.00

ARTICLE 26 - PRESENT CONDITIONS AND BENEFITS

26.01 Continuation of Acquired Rights

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

ARTICLE 27 - COPIES OF AGREEMENT

27.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and his rights and obligations under it. For this reason, the Employer agrees to pay 50% of the cost of sufficient copies of the Agreement.

ARTICLE 28 - GENERAL

28.01 Plural or Masculine Terms

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

ARTICLE 29 – JOB DESCRIPTIONS AND CLASSIFICATIONS

29.01 Job Description

The Employer agrees to forward to the Union for discussion, if required, job descriptions for said positions for which the Union is the Bargaining Agent. In the event a new position is created by the Employer, the Employer agrees to forward the job description for such position to the Union. If agreement on the salary level for all such positions cannot be reached, then the matter will be subject to binding arbitration in accordance with the arbitration procedures specified in this Agreement. If the Parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

ARTICLE 30 - DURATION AND TERMINATION

30.01 This Agreement shall be binding and remain in effect from April 1st, **2020** to March 31st, **2023** and shall continue from year to year thereafter, unless either Party gives to the other Party notice in writing at least sixty (60) days prior to the termination date that it desires its termination or amendment.

30.02 Notice of Change

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

30.03 Retroactivity

An employee, including those no longer in the employ of the Employer, who has served his employment between the termination date of this Agreement and the effective date of the new Agreement shall receive the full retroactivity of any increase in wages. Retroactivity is to be paid within six (6) weeks.

SCHEDULE "A" - WAGES

The Parties agree that Pay Equity has been achieved and continues to be maintained during the term of this Collective Agreement.

1-Apr-20	Start	01	02	03
Stationary Engineer	25.61	25.77	26.05	xx
General Maintenance	24.11	24.48	25.00	xx
Adjuvant	23.09	23.46	23.87	24.12
RPN	27.66	28.02	28.37	28.54
Cook	24.11	24.48	24.80	25.00
Recreation Programmer	24.11	24.48	24.80	25.00
Janitor	21.55	21.83	22.04	22.25
RCA	21.55	21.83	22.04	22.25
Dietary Aide	21.55	21.83	22.04	22.25
1-Apr-21	Start	01	02	03
Stationary Engineer	25.87	26.02	26.31	xx
General Maintenance	24.35	24.73	25.25	xx
Adjuvant	23.32	23.70	24.10	24.36
RPN	27.94	28.30	28.65	28.83
Cook	24.35	24.73	25.04	25.25
Recreation Programmer	24.35	24.73	25.04	25.25
Janitor	21.77	22.04	22.26	22.47
RCA	21.77	22.04	22.26	22.47
Dietary Aide	21.77	22.04	22.26	22.47
1-Apr-22	Start	01	02	03
Stationary Engineer	26.13	26.28	26.57	xx
General Maintenance	24.59	24.97	25.50	xx
Adjuvant	23.55	23.93	24.35	24.60
RPN	28.22	28.58	28.94	29.12
Cook	24.59	24.97	25.29	25.50
Recreation Programmer	24.59	24.97	25.29	25.50
Janitor	21.99	22.26	22.48	22.70
RCA	21.99	22.26	22.48	22.70
Dietary Aide	21.99	22.26	22.48	22.70

THIS AGREEMENT

BETWEEN

ST. JOSEPH'S CONTINUING CARE CENTRE

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

AND ITS LOCAL 2717

SIGNED at Cornwall, Ontario this 19 day of October, 2022

FOR THE UNION

Albert Cella
Albert Cella (Oct 19, 2022 16:52 EDT)

Justin Alguire
Justin Alguire (Oct 19, 2022 12:35 EDT)

Cindy Seguin
Cindy Seguin (Oct 19, 2022 20:51 EDT)

Wendy Prud'homme
Wendy Prud'homme (Nov 18, 2022 07:49 EST)

Dan Sawyef
Dan Sawyef (Oct 19, 2022 12:07 EDT)

FOR THE EMPLOYER

Kim Gillet
Kim Gillet (Oct 19, 2022 11:39 EDT)

Tony Ingram
Tony Ingram (Nov 17, 2022 12:23 EST)


Lisa Martel-Grant
Lisa Martel-Grant (Oct 19, 2022 13:13 EDT)


LETTER OF UNDERSTANDING


The parties agree that this agreement is covered by the *Protecting a Sustainable Public Sector for Future Generations Act, 2019*. Should any challenge to the constitutionality of the legislation in which the Canadian Union of Public Employees is a plaintiff be successful, if the legislation is repealed, or if an exemption is granted, the parties agree to reopen the Agreement with respect to compensation and the parties further agree that where this agreement is awarded by a Board of Arbitration pursuant to HLDA, the Board remains seized to address compensation in the above circumstances.


SIGNED at Cornwall, Ontario this 19 day of October, 2022


FOR THE UNION


Albert Cella (Oct 19, 2022 16:52 EDT)



Justin Algufre (Oct 19, 2022 12:35 EDT)



Cindy Seguin (Oct 19, 2022 20:51 EDT)



Wendy Proulx (Nov 18, 2022 07:49 EST)


Dan Sawyer (Oct 19, 2022 12:07 EDT)

FOR THE EMPLOYER


Kim Gilliet (Oct 19, 2022 11:39 EDT)


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