

SOURCE	City		
EFF.	89	01	01
TERM.	93	12	31
No. OF EMPLOYEES	50		
NOBRE D'EMPLOYÉS	50		

THE CORPORATION OF THE CITY OF CHATHAM

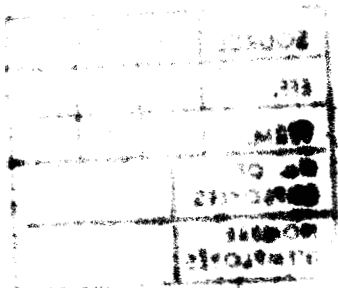
- AND -

C.U.P.E. LOCAL 12 - VICTORIA RESIDENCE

1989 - 1993 AGREEMENT

JUL - 5 1994

09904(01)



I N D E X

VICTORIA RESIDENCE FULL TIME AGREEMENT

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THIS COLLECTIVE AGREEMENT made this day of 1991

BETWEEN

THE CORPORATION OF THE CITY OF CHATHAM
(hereinafter referred to as the "Corporation")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL NO. 12
VICTORIA RESIDENCE
(hereinafter referred to as the "Union")

Expires: December 31, 1993

THIS COLLECTIVE AGREEMENT MADE THIS

DAY OF , 1991

BETWEEN:

THE CORPORATION OF THE CITY OF CHATHAM
(hereinafter referred to as the "Corporation")

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL NO. 12 - VICTORIA RESIDENCE
(hereinafter referred to as the "Union")

ART. 1 **GENERAL PURPOSE**

1.01 The general purpose of this agreement is to establish mutually satisfactory relations between the Corporation and its employees, to provide a means for prompt disposition of grievances and to establish and maintain safe working conditions, and satisfactory hours and wages for all employees subject to its provisions.

ART. 2 **SCOPE**

2.01 The Corporation agrees to recognize the Union as the sole and exclusive Bargaining Agent for all employees of the Victoria Residence of the Corporation of the City of Chatham save and except the Administrators, Registered Nurses, those above the rank of Administrators, Food Services & Floor Supervisor, office staff, students who work for the vacation period: and persons employed for less than 24 hours per week.

2.02 The parties recognize and agree that students have a different community of interest from regular full time employees and, as such, are not covered by the terms and conditions of this agreement. However, notwithstanding the provisions of this Article, students shall be required to pay union dues in accordance with Article 11.02 of this agreement.

ART. 3 **MANAGEMENT'S RIGHTS**

3.01 The Union agrees that the Corporation has the right to manage its affairs, to direct its forces and to hire, promote, transfer, demote, classify, lay-off, suspend and discipline employees or discharge for just cause.

The Corporation agrees that these rights shall be executed in a manner consistent with the provisions of this agreement, and subject to the right of the employee to lodge a grievance as set out herein.

ART. 4 CORPORATION'S AND EMPLOYEE'S RESPONSIBILITIES

- 4.01 It is recognized that the Corporation provides service for the safety, health, comfort and general welfare of the citizens. Therefore, the employees must be prepared at all hours of the day and night to assist in providing the many services,
- 4.02 The services to the citizens being mutual to both the Corporation and the Union necessitates that any differences of opinion of the interpretation of the terms of this agreement will be settled in an amicable manner.

ART. 5 NO STRIKES OR LOCKOUTS

- 5.01 The parties hereto agree there shall be no strikes or lockouts during the term of this agreement.

ART. 6 NO DISCRIMINATION

- 6.01 The parties hereto agree that there will be no intimidation, discrimination, interference, restriction or coercion exercised or practiced by any of their members, or representatives, with respect to any employee, nor because of his or her membership or non-membership in the Union, or activity or back of activity in the Union.

ART. 7 UNION COMMITTEE

- 7.01 The Union shall give notice in writing to the Corporation of all present and newly elected officers, committee men, stewards, and any other official of the Union and from time to time keep the Corporation posted of any change in their elected officials, The Union shall select:

- a) Negotiating Committee of not more than three (3) ~~employees plus the President and Recording~~

Secretary of CUPE Local 12 and one (1) of which will be part time with whom the Corporation will deal in respect to proposals for the renewal or modification of this Agreement.

- b) A grievance committee of not more than four (4) employees for which one (1) will be the President or his Representative, one (1) will be the Steward familiar with the grievance and one (1) will be the grievor;
- c) The Union acknowledges that the Union Committee will continue to perform their regular duties on behalf of the Corporation, and that such persons will not leave their duties without first obtaining the permission of their Administrator, and on the completion of such duties, shall report back to him or to any job to which he has previously directed them, and give any reasonable explanation which may be requested with respect to their absence. Following any meeting held during the employee's normal shift period, the employee shall be allowed reasonable additional time off as may be agreed upon from time to time. It is understood that such permission shall not be unreasonably withheld.

In accordance with this understanding, such employees will be compensated by the Corporation to the extent of their regular pay for such time in dealing with matters arising out of this agreement providing the matter cannot be dealt with outside regular hours.

- d) Correspondence required under the terms of this collective agreement, shall be deemed to have been sufficiently given if made in writing and mailed or delivered to, in the case of the Union, its President and Secretary, and in the case of the Corporation, the Personnel Officer.
- e) The Chief Steward shall receive copies of all correspondence from the Corporation to the grievor of Union in the case of grievances.
- f) In the event a written reprimand is issued to any employee the President of the Union shall receive a copy.

- g) A National Representative of the Canadian Union of Public Employees shall be allowed to attend any meetings between the parties dealing with negotiations grievance procedure as per Article 8, or any other meetings as may be mutually agreed,

ART. 8 **GRIEVANCE PROCEDURE**

- 8.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement.
- 8.02 Complaints and Grievances shall be dealt with in the following manner. All grievances must be in writing and filed within ten (10) working days of the circumstances giving rise to alleged grievance,

STEP 1

The employee assisted by a Steward shall take the matter up with his or her immediate Supervisor and/or administrator, who will state and return his/her decision in writing within four (4) working days.

STEP 2

If the decision of the immediate supervisor and/or administrator is not satisfactory to the employee concerned, the employee may within four (4) working days submit the grievance to the Personnel Officer, who will arrange a meeting with the administrator and the grievance committee within three (3) working days. At the conclusion of such meeting the Personnel Officer will state in writing his decision within five (5) working days. If the decision of the Personnel Officer is not satisfactory to the employee concerned the matter may proceed to Step 3.

STEP 3

The employee, assisted by the Grievance Committee and/or a Representative of the Union, may take the matter up with the City Manager. A meeting shall be held between representatives of the parties within five (5) working days following advice that the grievance has not been settled and the City Manager shall give his decision in writing within (5) working days following such meeting. Failing settlement of any grievance submitted under this Article in accordance with the foregoing procedure, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration if a written notice for ~~arbitration is received within ten (10) working days~~ after the written decision is given by the City Manager.

8.03 All agreements made between the parties in other than through the grievance procedure shall be signed by the appropriate officers attending and shall be final and binding.

8.04 **POLICY GRIEVANCE**

Any complaint or grievance arising directly between the Corporation and the Union shall be originated under Step 2 and the time limits set out in that Step shall appropriately apply. However, it is expressly understood that the provisions of this paragraph may not be used to institute a complaint or grievance directly affecting an employee or employees which such employee or employees could themselves institute and the regular grievance procedure shall thereby not be by-passed.

ART. 9 **ARBITRATION**

9.01 Failing settlement of any grievance under the procedure set forth in Articles 8 and 10 arising from interpretation, application, or alleged violation of any of the provisions of this Agreement, including any questions as to whether a matter is arbitrable, such grievance may be submitted to arbitration, providing it has been properly processed under Article 8 and 10.

9.02 A request for arbitration shall be made in writing and addressed to the other party to this agreement; the notice shall include the nominee's name and mailing address. Within five (5) working days thereafter the other party shall answer in writing indicating the name, and address of its nominee to the arbitration board. The two appointees shall within seven (7) working days attempt to select a chairperson. If the two (2) appointees are unable to agree upon such a Chairperson they shall then request the Minister of Labour for the Province of Ontario to appoint the Chairperson.

9.03 The Board of Arbitration shall not have jurisdiction to alter, enlarge, modify or amend the provisions of this agreement nor to make any decision inconsistent therewith.

9.04 The unanimous or majority decision and in the absence of a unanimous or majority decision the Chairperson's decision in writing of the Arbitration Board with

respect to the matters coming within the jurisdiction of the Board, shall be final and binding upon the parties hereto and the employee.

- 9.05 No persons may be appointed as an arbitrator who has been involved in processing the grievance.
- 9.06 Each of the parties hereto will bear the expense of the Arbitrator appointed by it and the Parties will jointly bear the fees and expenses of the Chairperson of the Arbitration Board.
- 9.07 The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual consent of the parties to this agreement.
- 9.08 Working days for the purposes of the grievance and arbitration procedure shall exclude Saturdays, Sundays, and paid holidays.

ART. 10 **SPECIAL GRIEVANCES**

- 10.01 A claim by a non-probationary employee that he or she has been suspended or discharged without just and reasonable cause shall be treated as a special grievance.
- 10.02 A written statement of the grievance shall be filed within five (5) days of the employee's receipt of written notice from the Corporation of the suspension or discharge with the Administrator.
- 10.03 The Grievance shall be deemed to be at Step 2 of the Grievance Procedure, and the further procedures of Article 8 shall be followed.
- 10.04 Such Grievance may be settled by confirming the Corporation's action or by re-instatement of 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 Board of Arbitration if the matter is submitted to a Board.

ART. 11 **UNION SECURITY**

- ~~11.01~~ All present employees covered by this agreement shall, as a condition of employment, remain members in good

standing of the Union. All employees hired after the signing of this agreement who are covered by this agreement shall, as a condition of employment, become and remain members in good standing of the Union, upon successful completion of their probationary period.

11.02 The Corporation agrees to deduct from the wages due each employee and student union dues as directed by the Union from time to time and remit such money to the Secretary-Treasurer of the Union following the last pay of each month along with a list of employees and students from whom deductions have been made. A copy of such list shall also be sent to the President. The Corporation further agrees to deduct an amount equal to any regular assessment properly authorized by the Union in accordance with its constitution on proper written notice from the Union through its Secretary-Treasurer, The Union agrees to keep the Corporation harmless from any claims against it by an employee or students which arises out of deductions made under this section. The Employer agrees to list the annual amount of Union dues paid on all T-4 slips when issued.

11.03 The employer shall not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off of, or the reduction in the regular number of hours of work of any employee in the bargaining unit. It is acknowledged that this provision will not prohibit the short term use of outside replacement personnel where regular employees are not available.

ART. 12 SENIORITY

12.01 Seniority shall be measured by length of service with the Victoria Residence.

12.02 The principle of seniority is designed to give employees an equitable amount of job security based on seniority and their qualifications to perform the work.

12.03 An employee will be considered to be on probation and will not have any seniority standing with the Corporation until after completing three months of continuous full-time employment. Seniority will be recognized upon completing the 3 month period and shall date back to the original date of hire. The dismissal or suspension of a probationary employee shall not be made the subject of a grievance. A probationary employee shall not be entitled to any rights or ~~benefits under this agreement other than the wage rate~~

set out in the agreement, Effective January 1, 1980 the probationary rate for all classifications will be \$0.40 per hour less than the regular rate for that Classification.

- 12.04 Seniority lists showing the name, classification and date of hire of each employee will be prepared by the Corporation. These lists will be revised once each year in January and will be posted on the bulletin boards. Any employee who considers he/she is listed incorrectly, will notify the Corporation within thirty (30) days of the posting of the list.
- 12.05 Seniority previously accumulated shall be broken or lost and employment deemed terminated only for the following reasons:
- a) Resignation and Retirement,
 - b) Discharge that is not reversed by the Grievance Procedure or Arbitration Procedure.
 - c) Absence for three (3) consecutive working days without reasonable explanation for such absence.
 - d) Layoff for a period of twelve (12) consecutive months. A person on layoff shall not be considered an employee either than for the purpose of maintaining seniority rights for recall opportunities in accordance with this Agreement.
 - e) Failure to report to work at the expiration of any leave of absence granted by the Corporation,
 - f) Where an employee has been off due to Long Term Disability for a period of five (5) consecutive years from the commencement of the L.T.D. benefit.
- 12.06 Employees in the bargaining unit who are promoted or transferred from what is now the bargaining unit, may be returned to the said unit with full, accumulated seniority, provided the return is within twelve (12) months.
- 12.07 Service and Seniority will be recognized on a pro-rated basis for employees transferring from part-time to full-time.

ART. 13 **JOB POSTINGS AND PROMOTIONS**

- 13.01 When a vacancy occurs, including maternity leaves and L.T.D., or a new job is created within the bargaining unit, such vacancy shall be posted immediately on all ~~Bulletin Boards for ten (10) days during which time~~ present employees will have an opportunity to apply for the position in writing.

- 13.02 All postings shall contain the following minimum information: nature of position; required knowledge; ability and skills, whether day or night shift and wage range.
- 13.03 Both parties recognize:
- a) the ~~principle~~ of promotion within the services of the Corporation
 - b) that **job** opportunity should increase in proportion to length of service.

The Corporation will consider any written application in light of seniority, skill, ability, qualification and experience of those applying. Where in the opinion of the employer **the** skill, ability, qualification and experience of the qualified applicants is relatively equal, seniority shall govern.

- 13.04 If none of the present employees applying have the necessary qualifications to perform the vacant job satisfactorily, the Corporation may then fill the job at its discretion. The Corporation agrees, however, to give consideration to any senior applicant who is willing to be trained or orientated for the position, or at the time of the position is preparing for any special qualifications or certification necessary for the posted job.

- 13.05 The Corporation agrees that if the position is still vacant after applying the provisions of 13.04, and prior to hiring a new employee, that employees in the **part-time** bargaining unit will be considered as per Article 4.01 of the part-time agreement.

- 13.06 The secretary of the Union shall receive a copy of the posting and the proposed appointment or vacancy, and also the name of the successful person or employee, when the appointment or vacancy is filled.

- 13.07 The Corporation agrees to advise the successful applicant, if any, applying for vacancy under this Article within seven (7) days after the expiration of the posting. Any successful applicant shall receive the rate for the posted **job** on actual commencement of the duties of such **job**. It is understood and agreed, however, that the Corporation may temporarily fill the vacancy pending any selection under this Article.

- 13.08 In the event that an employee selected for a vacant job ~~proves unsatisfactory in such position during the first~~

45 calendar days following commencement of duties, he/she shall be returned to his/her former position and his/her seniority rights and rate of pay which he/she enjoyed prior to the move shall revert and apply. It is further understood and agreed that any other employee promoted or transferred as a result of the filling of such vacancy shall be returned to his/her former position with full seniority rights and rate of pay which he/she formally enjoyed,

ART. 14 R S

- 14.01 The principle of seniority is designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Corporation.
- 14.02 In **layoff** and recall of employees, the seniority, skill, ability, qualifications and experience of the employee **will** be the governing factor. In cases of layoff and recall from layoff, seniority shall govern providing the remaining employees have the skill, ability, qualifications and experience to perform the work available.
- 14.03 Each employee shall receive a **minimum** of ten (10) working days' notice of layoff prior to the layoff taking effect and in the event of **voluntary** termination of employment, the employee will notify the corporation five (5) full working days prior to his or her **resignation**. On failure by the employee to notify the Corporation **may** deduct two (2) full days of pay from their **remaining** payroll cheque as a penalty.
- 14.04 In the event of a layoff, all part-time employees shall be laid off first, and no part-time or new employee will be **hired** as long as a senior employee is **on** layoff.
- 14.05 Such recall will be by registered letter to the last address recorded with the Corporation by the employee, and the employee will be required to report to work within two (2) working days of the notice being given, unless otherwise mutually agreed.
- 14.06 In the case of layoff of **full-time** employees, **benefits** will be continued for one month following the month in which the layoff takes place.

ART. 15 LEAVE OF ABSENCE

15.0b The Corporation will grant leave of absence if

requested by the Union to not more than two (2) employees (either full time or part time) to attend Union conventions provided leave is requested three (3) weeks in advance. The Corporation agrees to subsidize such employees at the rate of 100% of the employee's regular pay, provided the employee is scheduled to work. During such leave seniority shall continue to accumulate.

- 15.02 The Corporation may grant reasonable leave of absence to any employee requesting such leave for personal reasons without pay, loss of seniority or occupational classification. During the period of such leave, no employees may accept employment for wages or salary. Should the employee fail to observe this ruling, he/she shall forfeit his/her standing on the seniority list. Fringe benefits allowed for the first month only in the case of requested and approved leaves of absence of any employee.
- 15.03 Any employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated or who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of up to three years.
- 15.04 Upon written request, leave of absence without pay shall be granted to regular employees after 12 months continuous employment for pregnancy to a maximum of eight (8) months. The employee returning to work after maternity leave shall provide the Corporation with at least two weeks' written notice.
- 15.05 Effective April 9, 1991, during pregnancy leave the Corporation shall continue to pay for all benefits covered by this collective agreement for a maximum period of eight (8) months, and full seniority shall accumulate.
- 15.06 The Corporation shall grant leave of absence to employees who are subpoenaed or who are requested to serve as jurors or witnesses in any court in the province of Ontario. Such leave of absence shall not constitute a break in seniority or service for the purpose of any benefits contained in this agreement. The Corporation shall pay such employee the difference between his normal earnings and the payment he receives from the court. The amount received from the court as payment shall not include travelling, meals or other expenses. The employee will present proof of service

and the amount of pay received. If his term of service ends before or at the mid-term of his normal shift, he shall return to work for the remaining portion of his shift. Failure to report to work may result, at the discretion of the Corporation, in loss of pay for the remaining portion of his shift.

ART. 16 SICKNESS AND ACCIDENT ALLOWANCE

16.01 For absence due to illness, or injury not covered by the Worker's Compensation Act, an employee will be allowed his/her normal wages as follows:

- a) Sick leave shall accumulate at the rate of one and one-half days per calendar month worked (Worker's Compensation cases excepted) providing that one-half day of sick leave shall be deducted for each seven (7) working days Post per month, with the following exceptions:
 - i) Annual vacations;
 - ii) Authorized leave of absence, including absence for bereavement (Article 17).
- b) Any unused sick leave pay shall accumulate from year to year to a maximum of 300 days. A list of accumulated sick leave credits shall be posted in June each year.
- c) In the case of injury, which is covered by Worker's Compensation Act, the employee will receive 90% of their net regular pay plus health and life benefits as outlined in Article 21.01 and 21.02 of the collective agreement noting that the OMERS contributions are based on full salary and normal employee contributions prior to the compensable injury. There will be a make up of the remaining 10% from their sick bank to an amount equal to their net earnings prior to qualifying for Worker's Compensation. This is done with the provision that the employee turns over all monies received from the Worker's Compensation Board, to the Corporation. At no time will an employee's pay while on Worker's Compensation exceed 100% of their net income.

The Corporation agrees that as per the provisions of the Worker's Compensation Act, that an employee who on the date of injury had satisfied the probationary provisions of this collective agreement would:

16.01(a) Continued

- a) be reinstated in the position the employee held on the date of the injury, or
- b) be provided with alternate employment of a nature and at earnings comparable to the employee's employment on that date, or
- c) if the employee is unable to perform the duties of the position described in (a) and (b), the Corporation shall offer the employee the first opportunity to accept suitable employment that may become available within the bargaining unit.

16.02 In order to be entitled to pay for illness, the employees of Victoria Residence must notify the Administrator or his Assistant "at least" one hour before the start of the employee's shift. It is understood, however, that the employee will not be penalized if he or she is legitimately ill, providing he or she reports prior to the start of the shift.

16.03 The Corporation may grant up to three days per calendar year for the purpose of attending to personal medical emergencies, if in the opinion of the Corporation such leave is necessary. Any such leave shall be deducted from the employee's sick leave accumulation.

ART. 17 BEREAVEMENT PAY

17.01 In the event of death in the immediate family, an employee will be allowed up to three (3) working days off with pay, but in no case will the Corporation pay for time off beyond one working day after the funeral.

- (a) The immediate family to mean spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child, grandchild, brother or step-brother, sister or step-sister, and employee's grandparents.
- (b) In the event of death of the employee's sister-in-law, brother-in-law, daughter-in-law, and son-in-law, up to two (2) working days leave of absence with pay, if required, will be granted.
- (c) An employee shall be allowed one (1) day leave of ~~absence with pay to attend a funeral as a~~ **pallbearer.**

(d) The parties agree that an employee who is entitled to a bereavement while on vacation will be allowed to reschedule such vacation equal to the days of such bereavement, Such vacation days shall be scheduled as mutually agreed to **between** the parties,

ART. 18 ANNUAL VACATION

18.01 Annual vacations shall be granted on the following basis:

After one year's service	-	2 weeks
After four year's service	-	3 weeks
After nine year's service	-	4 weeks
After nineteen year's service	-	5 weeks
After thirty year's service	-	6 weeks

Effective April 9, 1991 (Arbitration Award) the following changes will be made to the vacation allowance.....

After seventeen par's service	-	5 weeks
After twenty-five year's service	-	6 weeks

In calculating vacation entitlement for the new employees hired after October 28, 1969, seniority will be interpreted as accumulated time worked, whereas with respect to all employees hired prior to October 28, 1969, seniority will be based on the practice used in the past.

18.02 Pay for vacation shall be issued to employees on the regular pay days during vacation. Upon giving written notice to the Administrator of at least four (4) weeks from the Friday prior to the commencement of any part of his vacation, an employee shall receive all vacation pay owing at the time he commences such vacation.

18.03 Employees who have not received continuous employment shall accumulate their monthly service with respect to annual vacations and the following would apply after one (1) years accumulated services.

1 year	-	2 weeks vacation with 4% vacation pay
7 years	-	3 weeks vacation with 6% vacation pay

The vacation year shall commence as of January 1st of any year and end December 31st of the same year.

- 18.04 The Corporation agrees to post a list on March 1st for six (6) weeks and a final vacation schedule on May 1st so that vacations may be equitably allocated throughout the vacation period. In the event that more than one employee requests time off within the period then the employee with the greatest seniority shall be given preference.
- 18.05 If an employee is entitled to more than (2) weeks vacation and desires to take his extra vacation allowance at a later date such time off shall be by mutual agreement between the parties.
- 18.06 Where the vacation period, taken by an employee under the provisions of this Article, includes one or more paid holidays, an extra day off with pay will be provided.
- 18.07 Where an employee retires on or after his employment anniversary date he will be entitled to full vacation pay as per his entitlement under Section 18.01.
- 18.08 Where an employee retires prior to his employment anniversary date he will be entitled to a pro-rated vacation amount based on his entitlement under Section 18.01.
- 18.09 It is further agreed at the employee's option, a retiring employee may retire early on such date as his unused vacation entitlement may allow, or work until the agreed upon retirement date and receive a cash payment for such unused vacation entitlement.
- 18.10 The parties agree that an employee who is admitted to hospital as a bed-patient, as a result of illness or injury suffered while on vacation, will be allowed to reschedule such vacation for the number of days equal to the days of such hospital confinement. The time spent in the hospital shall be charged to such employee's accumulated sick leave provided that the employee shall provide proof of such hospitalization satisfactory to the Corporation.
- 18.11 Employees who are entitled to three (3) weeks or more vacation shall be allowed to carry over one (1) week in to the next vacation year provided that such time is being requested to be used for the purpose of an extended vacation of which the duration is over and above their normal vacation entitlement.

ART. 19 **PAID HOLIDAYS**

19.01 The following holidays are recognized as holidays with pay for regular employees, and the employees work the regular shift preceding and following the holiday unless otherwise excused.

New Year's Bay	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Rememberance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
Civic Holdiay	

Employees of the Victoria Residence will be granted one day off with pay which will be scheduled during the period from November 1st and December 15th of each year of this agreement.

19.02 Employees working a regularly scheduled shift on statutory holidays at the Victoria Residence will be paid time and one-half for all hours worked on the holiday plus a day off with pay in lieu of the holiday pay. The Corporation will arrange a schedule so that no regular employee of Victoria Residence will be required to work both Christmas and New Year's Day, it being understood that the date of the start of the shift is considered the same date for the entire shift. In case of an emergency, such as sickness of staff, the Administrator may fill the vacancy at his discretion. The list of holidays will be posted for preference by November 1st and will be finalized on November 15th based on their seniority standing.

19.03 In the case of an employee being called upon to work on a statutory holiday as set out in Article 18 and 19 which is not their regularly scheduled day of work, there shall be added to their normal pay double time.

ART. 20 **HOURS OF WORK AND OVERTIME**

20.01 All employees at the Victoria Residence required to work outside of their normal shift, shall be compensated at time and a half for the hours worked.

Overtime shall be divided equitably among employees who are willing and qualified to perform the available work.

20.02(a) All employees shall work an eight (8) hour continuous shift during which time they will be provided with a one-half hour lunch period. Should emergencies arise during the lunch period, employees will be expected to attend to the emergencies, and may complete their lunch period later. All schedules can be varied up to two (2) hours if the workload justifies it, but notice of such variation shall be given fourteen (14) days in advance.

(b) Employees required to work a second shift at the request of the Employer due to shortage of staff shall be paid at the appropriate overtime rate, plus a bonus of four (4) hours at straight time.

20.03 Victoria Residence employees shall work on a three (3) shift per day basis, as outlined in this Section, and the personnel for each shift to be designated by the Administrator. All nurses and orderlies shall work on a rotation shift basis unless an emergency occurs that would make a particular rotating shift unfeasible.

Day Shift

Other Shift

Nurses, Orderly Watchman

7:00 a.m. - 3.00 p.m.

3:00 p.m. - 11:00 p.m.
11:00 p.m. - 7:00 a.m.

Cooks

7:00 a.m. - 3:00 p.m.
10:00 a.m. - 6:00 p.m.

Dietary Assistants

6:00 a.m. - 2:00 p.m.
10.30 a.m. - 6:30 p.m.
11:30 a.m. - 7:30 p.m.

Housekeeping

8:00 a.m. - 4:00 p.m.
10:00 a.m. - 6:00 p.m.
11:00 a.m. - 7:00 p.m.

Laundry

7:00 a.m. - 3:00 p.m.
(Monday - Friday)

Caretaker - Orderly

7:00 a.m. - 3:00 p.m.
(Monday - Friday)

20.04 An employee who reports for work at his regular scheduled starting time and who has not been notified in advance not to do so shall be guaranteed three hours work or three hours pay at his basic hourly rate.

This provision will not apply when lack of work is due to conditions beyond the control of the Corporation or when the employee is returning to work following absence. Any employee so affected shall take such temporary work as is available in order to qualify for such three hours pay.

20.05 All employees at Victoria Residence will be required as a condition of employment to provide an annual chest x-ray and a medical health certificate approved by the Corporation.

20.06 a) Employees at Victoria Residence shall receive a shift premium of \$2.25 for the afternoon shift and \$2.25 for the night shift,

b) Effective April 9, 1991 employees at Victoria Residence shall receive a shift premium of \$2.70 for the afternoon shift and \$2.70 for the night shift.

c) Effective upon ratification, the corporation agrees to increase the shift premium by \$0.05 to \$2.75 for the afternoon shift and \$2.75 for the night shift.

d) Effective January 1, 1993, the Corporation agrees to increase the shift premium by \$0.05 to \$2.80 for the afternoon shift and \$2.80 for the night shift.

20.07 Employees called by the Corporation less than one hour before the normal starting time of a shift or up to one hour past start, and asked to report to work for non scheduled hours shall be paid from the normal starting time of the shift, if they report at work within one hour from the time the call was received.

ART. 21 HEALTH AND LIFE BENEFIT

21.01

The Corporation agrees during the term of the agreement to contribute 100% effective the next billing date following ratification, towards the cost of the applicable billed premiums for coverage of all eligible full-time employees under the following: Eligible employees shall be employees who have completed their probationary period.

1. Ontario Health Insurance Plan (plus semi-private coverage now in effect)
2. Extended Health Benefits - \$10/\$20 deductable
3. Effective June 1, 1991, the Corporation of the City of Chatham will increase the Life Insurance to the nearest \$1,000.00 or 2x the employees salary to a maximum of \$66,000.00
4. (a) Effective April 9, 1991, the basic Dental Plan O.D.A. 1989 will be in place.
(b) Effective upon ratification of this agreement, the basic Dental Plan O.D.A. 1990 will be in place.
(c) Effective January 1, 1992, the basic Dental Plan O.D.A. 1991 will be in place.
(d) Effective January 1, 1993, the basic Dental Plan O.D.A. 1992 will be in place.
(e) Effective upon ratification of this agreement, the Corporation agrees to increase the present maximum for Periodontic care and Endodontic care from \$500.00 to \$600.00.
5. A Long Term Disability Benefit Plan provided 70% of wages at time of disability to a maximum of \$2,000.00 per month effective upon ratification of this agreement.
6. Effective May 1, 1991, the Vision Care Plan Confederation Life #2 - \$150/\$200

Effective January 1, 1992, the Corporation agrees to increase the vision care coverage to a maximum of \$175/200

7. Employees who retire prior to age 65 and qualify for an OMERS 90 FACTOR BENEFIT will be entitled to the continuation of the following benefits, at no cost to the employee:

- major medical coverage
- OHIP

Note: Excluded from the major medical coverage is:

- private duty nursing;
- semi-private and private coverage.

The retiree will be responsible for the payment of the benefit premium which are payable to the Treasury Department in advance on a monthly basis.

- 21.02 (a) The Corporation agrees to participate in the Ontario Municipal Retirement System Pension Plan with a 90 factor provision and a normal retirement age of 65, in accordance with the applicable legislation, with the Corporation and the employees contributing equally.
- (b) A Type I O.M.E.R.S. Supplementary Pension Plan at two percent (2%) for past service effective January 1, 1976, shall be provided for those who qualify based on O.M.E.R.S. rules and regulations;. All past service costs will be paid by the Corporation,
- (c) All full-time employees shall have the option of purchasing periods of broken service in the O.M.E.R.S. Pension Plan after my leave of absence which constitutes broken service in accordance with the O.M.E.R.S. Regulations.
- 21.03 The Corporation will give the Union 60 days notice prior to any major change in Article 21.
- 21.04 Employees may continue to work until the first day of the month following their 65th birthday at which time they shall retire.
- 21.05 All information available from the Ontario Municipal Employees Retirement System Pension to the Corporation will be available to the Union.

21.06 It is understood that the Corporation reserves the right from time to time to select the carrier for any insurance under this Article (other than the Ontario Health Insurance Plan) provided that the benefits conferred hereby are as good as the present plan. Such substitution will not occur on less than sixty (60) days notice to the Union.

ART. 22 HEALTH AND SAFETY

22.01 The Union and the employer shall co-operate in perfecting rules for health and safety which will provide protection to the employees.

22.02 It is to the advantage of the Corporation and Union to establish a Safety and Health Committee composed of two representatives from the Corporation and two representatives from the Union. Either party will have the right to call meetings, preferably a regular intervals, at which the unsafe, hazardous or dangerous conditions, or policies relating thereto will be discussed. Minutes of all pertinent information resulting from these meetings will be made available to either party, and concluded policies put in effect.

22.03 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.

22.04 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 his regular rate of pay as if he or she remained at work, provided that a doctor or nurse states that the employee is unfit for further work on that shift.

22.05 The parties agree that , if as a result of the establishment of Unemployment Insurance Benefits under the Unemployment Insurance Act, 1971 and the regulations thereto applicable to employees incapable of working by reason of illness, injury or quarantine, and savings, rebates or premium reductions of any sort are payable or granted to either the Corporation, its employees or both, the full amount of such savings, ~~rebates or premium reductions shall accrue solely to~~ the benefit of the Corporation, not withstanding ~~anything to the contrary contained in any Government~~ legislation.

ART. 23 WAGES

- a) Retroactive to January 1, 1989, employees of the Victoria Residence, CUPE Local 12 shall receive a 5.7% wage increase.
- b) Effective January 1, 1990, the employees of the Victoria Residence, CUPE Local 12 shall receive a 6.0% wage increase.
- c) Effective January 1, 1991, the employees of the Victoria Residence, CUPE Local 12 shall receive an across the board increase of \$0.64 per hour.
- d) Effective January 1, 1992, the employees of the Victoria Residence, CUPE Local 12 shall receive an across the board increase of \$0.67 per hour.
- e) Effective January 1, 1993, the employees of the Victoria Residence, CUPE Local 12 shall receive an across the board increase of \$0.71 per hour.

WAGE RATES) CLASSIFICATIONS

<u>CLASSIFICATION</u>	<u>EFF.</u> <u>01/01/90</u>	<u>EFF.</u> <u>01/01/91</u>	<u>EFF.</u> <u>01/01/92</u>	<u>EFF.</u> <u>01/01/93</u>
Generals (including housekeeping, laundry and kitchen)	\$11.20	\$13.16	\$13.83	\$14.54
Nurse Aide "A" & General "A"	\$11.68	\$13.64	\$14.31	\$15.02
Nurse Aide "B"	\$11.46	\$13.42	\$14.09	\$14.80
R.N.A.	\$12.51	\$14.47	\$15.14	\$15.85
Cook	\$11.48	\$13.64	\$14.31	\$15.02

CLASSIFICATION	EFF. 01/01/90	EFF. 01/01/91	EFF. 01/01/92	EFF. 01/01/93
Assistant Cook	\$11.31	\$13.27	\$13.94	\$14.65
Orderly Caretaker	\$12.90	\$13.54	\$14.21	\$14.92
Orderly Watchman	\$12.51	\$13.54	\$14.21	\$14.92

23.02 SERVICE PAY

All employees shall be paid a service pay per month for every five (5) years of service calculated from the anniversary date of employment on the following basis - \$5.50 per month. This service pay will be paid progressively through the year from the payroll account monthly.

- (1) To qualify for the first period of service (i.e. the first 5 year increment) an employee must have completed 60 months of continuous or accumulated employment.
- (2) The 10, 15, 20 year etc. or additional 5 year increments of service will be based on their anniversary date as shown on the seniority list.
- (3) Service Pay will be paid the first day of each month.
- (4) Each period will be paid in the month that it falls if:
 - (a) the anniversary date of employment falls on a day between the first and 15th day of the month;
 - (b) if the anniversary date occurs between the 16th and the end of the month, the service pay will be paid the first day of the following month.

23.03 ~~All employees shall be granted a meal allowance of one-half (1/2) hour at the time and one and one-half (1 1/2) rate after completing two (2) continuous hours overtime beyond his normal shift.~~

ART. 24 RELIEVING IN HIGHER GRADES

- 24.01 When an employee relieves in a position of higher rating he/she will receive the rate for *the* position in which he/she is relieving for the full period he/she is so employed.
- 24.02 The Corporation further agrees to recognize seniority when employees relieve in higher grades, provided the employee has the necessary skill, ability and qualifications to perform the work.

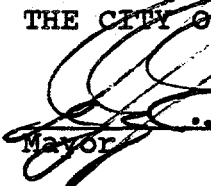
ART. 25 TERM OB AGREEMENT

25.01 **This agreement shall be effective on the 1st day of January 1989 until the 31st day of December 1993 and from year to year thereafter unless either party gives notice in writing at feast thirty (30) days previous to December 31st in any year of its desire to alter same.**

BATED AT CHATHAM, ONTARIO THIS 27th DAY OF Aug. , 1991.

THE CORPORATION OF
THE CITY OF CHATHAM

C.U.P.E. LOCAL 12
VICTORIA RESIDENCE



Mayor



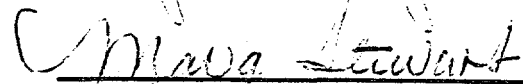


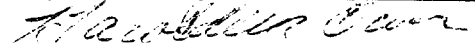
City Clerk











Note: This contract incorporates the Arbitration Award dated the 9th day of April 1989.

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I N D E X

PART-TIME

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ADDENDUM

**PART-TIME AGREEMENT BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND
VICTORIA RESIDENCE
(THE CORPORATION OF THE CITY OF CHATHAM)**

This addendum constitutes the full collective agreement covering part-time employees and students,

ART. 1 SCOPE

- 1.01 The corporation agrees to recognize the union as the sole and exclusive Bargaining Agent for all employees of the Victoria Residence of the Corporation of the City of Chatham who are regularly employed for not more than twenty-four (24) hours per week and students employed during the school vacation period save and except supervisors, persons above the rank of supervisor, office staff, registered and graduate nurses.
- 1.02 The parties recognize that persons hired under government job creation or subsidized programs shall not be governed by the provisions of this agreement. Such employees shall not be hired as replacements for Bargaining Unit employees nor shall the hiring of such employees result in the direct displacement of Bargaining Unit employees.

ART. 2 GENERAL CONDITIONS

- 2.01 Employees falling within the scope of the above Article 1.01 are entitled to the following provisions and articles in the full-time Victoria Residence agreement being, Article 1, Article 3, Article 4, Article 5, Article 6, Article 7, Article 8, Article 9, Article 10, Article 11.01, 11.02, Article 13, Article 14.02, Article 15.01, Article 16.01 (d), Article 17.01 (a), (b), (c), (d), Article 20.02 (b), Article 20.04, 20.05, 20.06, 20.07, ~~Article 22 and Article 24.~~

ART. 3 VACATION AND HOLIDAYS

3.01 Regular part-time employees shall receive

(a) Part time employees shall receive the following vacations with pay:

After one year's service: 2 weeks vacation with 4 percent of salary earned in previous year;

After four year's service: 3 weeks vacation with 6 percent of salary earned in previous year;

After nine year's service: 4 weeks vacation with 8 percent of salary earned in previous year;

After nineteen year, service: 5 weeks vacation with 10 percent of salary earned in previous year;

After thirty year's of service: 6 weeks vacation with 12 percent of salary earned in previous year.

(b) As per the Arbitration Award dated December 28, 1988, the Board removes the payment of the following statutory holidays for part-time employees,

These holidays being

New Year's Day	Thanksgiving Day
Good Friday	Labour Day
Victoria Day	Christmas Day
Canada Day	

3.02 All part time employees shall be paid at the rate of time and one-half of their respective straight time hourly rate for all hours worked on the following holidays referencing the Arbitration Award dated December 28, 1988.

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

3.03 Upon giving written notice to the administrator of at least four (4) weeks from the Friday prior to the commencement of any part of his vacation, an employee shall receive all vacation pay owing at the time he commences such vacation.

- 3.04 The parties agree that an employee who is admitted to the hospital as a bedpatient, as a result of illness or injury suffered while on vacation, will be allowed to reschedule such vacation for the number of days equal to the days of such hospital confinement.
- 3.05 The Corporation agrees to make a reasonable effort to accommodate time off during the Christmas and/or New Year period while recognizing that the purpose of part-time staff has been and will continue to be the replacement of full-time staff during this period.

ART. 4: SENIORITY:

- 4.01 The principle of seniority is designed to give employees an equitable amount of job security based upon seniority and their qualifications to perform the work.
- 4.02 When a part time employee receives a full time position employees shall have their seniority accumulations pro rated on the basis of forty (40) hours of work equalling one (1) week of service and seniority and fifty-two weeks equalling one (19 year of same service and seniority.
- 4.03 When a full time employee receives a part time position, employees shall have their seniority accumulations transferred to the part time seniority list reflecting the employees full time seniority date,
- 4.04 A part-time employee will be a probationary employee and will not have seniority standing with the Corporation until he/she has worked sixty-five (65) full days in any continuous twelve (12) month period.
- 4.05 Seniority will be recognized upon completing the aforesaid sixty-five (65) days worked and credit shall be given for all hours worked following the date of hire.
- 4.06 Under no circumstances shall a probationary employee have the right to grieve discipline or discharge.
- 4.07 A probationary employee shall not be entitled to any rights or benefits under this agreement other than the wage rate set out in the agreement.
- 4.08 Seniority lists showing the name, classification and date of hire of each part-time employee will be prepared by the Corporation. These lists will be revised once a year and will be posted on the bulletin boards in January.

- 4.09 A copy of these seniority lists will be forwarded to the Union. Any employee who considers that he/she is listed incorrectly, will notify the Corporation within thirty (30) days of the posting of the list.
- 4.10 Seniority previously accumulated shall be broken or lost and employment deemed terminated only for the following reasons.
. . . .
- a) Resignation and/or retirement;
 - b) Discharge that is not reversed by the grievance procedure or arbitration procedure;
 - c) Absence for three (3) consecutive working days without reasonable explanation for such absence.
 - d) Lay-off for a period of eight (8) consecutive months. A person on lay-off shall not be considered an employee other than for the purpose of maintaining seniority rights for recall opportunities.
 - e) Failure to report to work at the expiration of any leave of absence granted by the Corporation.
- 4.11 Employees of the Bargaining Unit who are promoted or transferred from what is now the Bargaining Unit may be returned to the said unit with full, accumulated seniority, provided the return is within twelve (12) months.

ART. 5: LAYOFF & RECALL:

- 5.01 In layoff and recall of employees, the seniority, skill, ability, qualifications and experience of the employee will be the governing factor.

ART. 6: LEAVE OF ABSENCE:

- 6.01 The Corporation may grant reasonable leave of absence to any employee requesting such leave for personal reasons without pay, loss of seniority or occupational classification. During the period of such leave, no employees may accept employment for wages or salary. Should the employee fail to observe this ruling, he/she shall forfeit his/her standing on the seniority list.

- 6.02 The Corporation will grant leave of absence, without pay, if requested by the Union to not more than one (1) employee to attend Union conventions provided leave is requested four (4) weeks in advance.
- 6.03 Any employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated or who is elected to public office shall be granted leave of absence without pay and without loss of seniority for a period of up to three (3) years.
- 6.04 Upon written request, leave of absence without pay shall be granted to regular employees after twelve (12) months of continuous employment for pregnancy to a maximum of eight (8) months, The employee returning to work after maternity leave shall provide the Corporation with at least two (2) weeks written notice.
- 6.05 a) The Corporation shall grant leave of absence to employees who are subpoenaed or who are requested to serve as jurors or witnesses in any court in the province of Ontario.
- b) Such leave of absence shall not constitute a break in seniority or service for the purpose of any benefits contained in this agreement, The Corporation shall pay such employee the difference between his normal earnings and the payment he receives from the court. The amount received from the court as payment shall not include travelling, meals or other expenses, The employee will present proof of service and the amount of pay received. If his term of service ends before or at the mid term of his normal shift he shall return to work for the remaining portion of his shift. Failure to report to work may result, at the discretion of the Corporation, in loss of pay for the remaining portion of his shift,

ART. 7: BEREAVEMENT:-

- 7.01 In the event of death in the immediate family, an employee will be allowed up to three (3) working days off with pay, but in no case will the Corporation pay for time off beyond one (1) working day after the funeral.
- a) The time off with pay shall only be those hours during such 3 day period that the employee in question would normally have

ART. 8: WORK SCHEDULE:

8.01 The Corporation shall notify employees of a change to the work schedule at least one day in advance of such employee being required to report for work.

ART. 9: OVERTIME:

9.01 Overtime and unscheduled hours of work will be divided equitably among employees who are willing and qualified to perform the available work.

9.02 All employees required to work in excess of eight hours per day or forty hours per week, as averaged over the scheduled period, shall be compensated at time and one-half for the hours worked.

ART. 10 WAGES

10.01 WAGE RATES AND CLASSIFICATIONS

CLASSIFICATION	EFF. 01/01/90	EFF. 01/01/91	EFF. 01/01/92	EFF. 01/01/93
Generals (including housekeeping, laundry and kitchen)	\$11.20	\$13.16	\$13.83	\$14.54
Nurse Aide "A" & General "A"	\$11.68	\$13.64	\$14.31	\$15.02
Nurse Aide "B"	\$11.46	\$13.42	\$14.09	\$14.80
R.N.A.	\$12.51	\$14.47	\$15.14	\$15.85
Cook	\$11.48	\$13.64	\$14.31	\$15.02
Assistant Cook	\$11.31	\$13.27	\$13.94	\$14.65
'Orderly Caretaker	\$12.90	\$13.54	\$14.21	\$14.92
Orderly Watchman	\$12.51	\$13.54	\$14.21	\$14.92

- 10.02 The probationary rate for all classifications will be \$0.40 per hour less than the regular rate of classification.
- 10.03 Where an employee works an eight (8) hour continuous shift they will be provided with a one-half (1/2) hour lunch period. Should emergencies arise during the lunch period, employees will be expected to attend to the emergencies, and they may complete their lunch periods later.
- 10.04 Effective December 28, 1988, all part time employees shall be paid fourteen percent (14%) in addition to their regular hourly rate in lieu of the benefits provided to full time employees.

ART. 11: TERM OF AGREEMENT:

11.01 This agreement shall be binding and remain in effect from **January 1, 1989** to **December 31, 1993** and from year to year thereafter unless either party gives notice in writing at least thirty (30) days previous to December 31, in any year of the desire to alter the same:

FOR THE UNION:

TO THE CITY:

[Signature]

Jose Christensen

Harold Brown

Raymond Wright

Mary Stewart

[Signature]

[Signature]

Mayor

[Signature]

Clerk

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CHATHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
VICTORIA RESIDENCE

DATED: June 11, 1991

Mr. Gary Johnson, Pres.
C.U.P.E. Local 12

RE: EDUCATION LEAVE

The Corporation agrees that during the life of this collective agreement to reimburse employees to a maximum of 50% cost of participating in the following elective health care related courses.....

- 1) Health Care Aid Certificate
- 2) Health Care Food Service Certificate Program
- 3) Professional Cooking Skills

Attendance and reimbursement will be recognized for university and/or college extension programs, subject to the final approval by the Director of Nursing or designate.

Reimbursement will be made based on the following conditions:

- a) A tuition refund form (to be supplied) must be completed by the employee and submitted to the Director of Nursing prior to the beginning of the program for approval.
- b) Upon successful completion of the course by obtaining a passing grade, and in order to be reimbursed, the employee must submit a copy of the cancelled cheque or receipt of payment and proof of successful completion of the course.
- c) Such reimbursement shall cover only the cost of the course.



Gerry Nagle
Director of Personnel

LETTER OF UNDERSTANDING
BETWEEN
THE CORPORATION OF THE CITY OF CHATHAM
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
VICTORIA RESIDENCE

DATED: June 11, 1991

Mr. Gary Johnson, Pres.
C.U.P.E. Local 12

RE: CLOTHING ALLOWANCE

The Corporation of the City of Chatham and the C.U.P.E. Local 12 Victoria Residence agree to the implementation of a mutually agreeable dress code and clothing issue for the employees, both full time and part time, of the Victoria Residence. This program will be implemented effective January 1, 1992.

During calendar year 1991, a Committee will be formed with representation from Administration, Union and the Residential Committee of the Home to address the style and uniform issue most appropriate for the health care field,

The Committee will be mandated to have the recommendation for early fall in order that final details can be negotiated for implementation in the following year.



Gerry Nagle
Director of Personnel

LETTER OF UNDERSTANDING

BETWEEN

THE CORPORATION OF THE CITY OF CHATHAM
AND THE
CANADIAN UNION OF PUBLIC EMPLOYEES
VICTORIA RESIDENCE

DATED: August 23, 1989

RENEWED FOR 1991, 1992, 1993

Mr. Gary Johnson, Pres.
C.U.P.E. Local 12

RE: AMALGAMATION, REGIONALIZATION, AND MERGERS

During the 1989 contract negotiations, the issue of amalgamation, regionalization, and mergers involving the Victoria Residence was discussed.

This letter is to confirm the City's corporate position that during the life of this collective agreement being calendar year 1989 and 1990, that there shall be no change to the working conditions for those employees of the Victoria Residence as a result of amalgamation, regionalization, and/or mergers with any other municipality or enterprise.

If such a situation does arise, the parties agree to open the collective agreement for discussion and negotiation of those issues proposed in the 1989 amendments.

If no agreement is reached between the parties, any disputes shall be subject to arbitration for final decision.

It is also understood that before any final decision for implementation is made regarding amalgamation, regionalization and mergers, the Union will be allowed to make formal representation to Council on behalf of the employees of CUPE Local 12 - Victoria Residence to express their concerns.

Yours truly,



C. E. Nagle
Director of Personnel