

COLLECTIVE AGREEMENT

between

ST. JOSEPH'S VILLA / VILLA ST. GABRIEL'S VILLA
(hereinafter called the "Employer")

and

**SUDBURY MINE, MILL & SMELTER WORKER'S UNION
LOCAL 598/UNIFOR**
(hereinafter called the "Union")



Expires: March 31, 2025

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PREAMBLE

The parties to this Agreement agree that, as a Catholic long-term care facility, our mission is to enrich the quality of life of all people who choose to live or work in St. Joseph's Villa or Villa St. Gabriel's Villa.

Faithfully continuing the Mission of Jesus, trusting in the Spirit, and in the tradition of the Sisters of St. Joseph of Sault Ste. Marie, we are committed to providing holistic care, to respecting the unique needs of each person, and to protecting the vulnerable from harm.

Guided by our Core Values of Dignity, Excellence, Service and Integrity we will promote spiritual, physical, emotional and social wellbeing for all.

Article 1. Purpose

1.01 The purpose of this Agreement is to set forth hours of work, wages, other economic and working conditions, and to provide a means for the prompt and equitable disposition of grievances.

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

Article 2. RECOGNITION AND SCOPE

2.01 The Employer recognizes the Union as the sole collective bargaining agent for the bargaining unit comprised of all employees of St. Joseph's Villa and Villa St. Gabriel's Villa in the Greater City of Sudbury, Ontario, save and except registered nurses, office staff, supervisors, and persons above the rank of supervisor and students employed during the school vacation period.

2.02 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in regular hours of work of an employee in the bargaining unit.

2.03 The Villa shall not contract-out any work usually performed by members of the bargaining unit. Contracting-out to an Employer who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.

Article 3. DEFINITIONS

3.01 Bargaining Unit: The word “bargaining unit” when used throughout this Agreement shall mean the unit as defined in Article 2.01.

3.02 Employee/Employees: The words “Employee” and “Employees” when used throughout this agreement shall mean persons included in the bargaining unit described in Article 2.01.

3.03 Full-time Employee: The full-time employee is an employee who is regularly scheduled to work seventy-five (75) hours in a bi-weekly period, exclusive of unpaid meal periods.

3.04 Part-time Employee: A part-time employee is an employee who is regularly scheduled to work less than seventy-five (75) hours in a bi-weekly period, exclusive of unpaid meal periods. **A regular part-time employee holds a line in the schedule. A no-line part-time employee does not hold a line in the schedule.**

3.05 Singular/Plural Pronoun: Whenever the singular pronoun is used in this Agreement, it may also be deemed to mean the plural where the content so requires and vice-versa.

3.06 Spouse/Partner: The term “spouse” or “partner” as used in this agreement shall mean a person to whom an employee is married, or with whom the employee is living in a conjugal relationship of at least one year in duration, including a person of the same or opposite sex.

3.07 All pronouns will be gender neutral.

3.08 Peak Vacation Periods: Where used in this Agreement, Peak Vacation Period shall mean the periods of June 15th – September 15th and December 15th – January 8th

3.09 Student: A student employee is an employee who is enrolled in a full-time secondary or post-secondary educational program and is scheduled shifts only during school vacation periods and weekends, and whose employment does not result in a loss of hours or layoff to a bargaining unit member.

The school vacation period for the purposes of this provision is the period from April 15th to September 1st.

3.10 Site: the term site means Villa St. Gabriel Villa or St. Joseph's Villa. Home Site: means the site at which an employee's position is based.

Article 4. MANAGEMENT RIGHTS

4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Villa and without limiting the generality of the foregoing, it is the exclusive function of the Villa.

- (a) To determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents of the nursing home.
- (b) To maintain order, discipline, and efficiency, and to make, alter and enforce rules and regulations to be observed by employees.

- (c) To hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; and to increase and decrease working forces, provided that a claim of discriminatory classifications, promotion, demotion, discipline or suspension, or a claim by an employee who has completed the probationary period that the employee has been discharged without just cause may become the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be in accordance with Article 10.11.
- (d) To generally manage the Villa and, without restricting the generality of the foregoing, to determine the number and location of the Villa's establishments, the services to be rendered, the methods, the work procedures, the kind and location of machines, tools, instruments and equipment to be used; to select, control and direct the use of all materials required in the operation of the Villa, to schedule the work and services to be provided and performed, and to make, alter and enforce regulations governing the use of materials, equipment and services as may be deemed necessary in the interest of the safety and well-being of the Villa's residents, employees and the public.
- (e) To implement a mandatory transfer of staff between St. Joseph's Villa and Villa St. Gabriel's Villa on a temporary basis to address urgent staffing needs after the normal work staffing process has been exhausted. In implementing mandatory transfers, the Villa will consider classification, employee preference, skills and qualifications and seniority but operational considerations will govern.
- (f) To exercise those rights, powers, functions or authority which are not specifically abridged or modified by this Agreement. The Villa will not exercise these rights in a manner inconsistent with the provisions of this Agreement.

Article 5. DISCRIMINATION / HARASSMENT

5.01 Union Membership

The Villa and the Union agree that there will be no discrimination, interference, restraint, harassment or coercion exercised or practiced by either of them or by any of their representatives with respect to any employee because of the employee's membership or non-membership in the Union or because of the employee's activity or non-activity in the Union.

5.02 Ontario Human Rights Code

The Villa and the Union agree that there shall be no discrimination, interference, restraint, coercion or harassment, as defined by and within the meaning of the Ontario Human Rights Code, exercised or practiced by either of them or by any of their representatives with respect to any employee by reason of age, sex, marital status, race, creed, colour, national origin, disability, sexual orientation, gender identity, gender expression, ancestry, place of origin, ethnic origin, citizenship, family status, record of

offences or defenses and limitations to the prohibited grounds of discrimination under the Ontario Human Rights Code shall apply.

5.03 Joint Commitment in Respect of Discrimination and Harassment on the Prohibited Grounds Under the Human Rights Code. Bullying, Workplace Harassment and Workplace Violence under the Occupational Health and Safety Act (Bill 168 - Workplace Violence and Harassment.)

- (a) The Villa and the Union are committed to providing a positive environment for staff free from discrimination and harassment as prohibited under, and within the meaning of, the Ontario Human Rights Code.
- (b) The Villa and the Union are committed to providing a positive environment for employees free from bullying. Depending upon the circumstances, bullying may be a form of harassment or discrimination prohibited under the Ontario Human Rights Code or a form of workplace harassment or workplace violence under the Occupational Health and Safety Act (Bill 168 - Workplace Violence and Harassment.)

Bullying is defined as repeated, persistent, continuous behaviour, as opposed to a single negative act, that is known or ought to be known to be unwelcome and intimidates, offends, degrades, or humiliates an individual.

Bullying may also be known as mobbing, abuse, workplace aggression, violence, victimization, and social undermining.

- (c) The Villa and the Union are committed to providing a positive environment for employees free from workplace harassment and workplace violence, within the meaning of the Occupational Health and Safety Act (Bill 168 - Workplace Violence and Harassment.)

'Workplace Harassment' is defined under the Occupational Health and Safety Act as: "engaging in a course of vexatious comments or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome", or Workplace sexual harassment

i) 'Workplace Sexual Harassment' means:

- engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome

- ii) 'Workplace Violence' is defined under the Occupational Health and Safety Act as:
- the exercise of physical force by a person against an employee in the workplace, that causes or could cause physical injury against a worker;
 - an attempt to exercise physical force against an employee, in a workplace, that could cause physical injury to the worker; or
 - a statement or behaviour that it is reasonable for an employee to interpret as a threat to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker."

- (d) It is agreed that when the employee is faced with workplace violence or with abuse or threatening behaviour, it may be necessary for that employee to leave the threatening situation and notify their immediate supervisor who will assess the situation and give further direction which may in the appropriate circumstances include the reassignment of the employee without penalty or loss of income for the remainder of the shift. The Villa will also make reasonable effort to rectify the situation.

The employee will also complete an Employee Incident Report form.

Reasonable steps and interventions within the control of the Villa will follow to address the legitimate health and safety or human rights concerns of the employees which may, in the appropriate circumstances, include reassignment of the staff member without penalty or loss of income.

- (e) The Villa will give all such violence related Incident Reports to the Joint Health and Safety Committee Co-Chairs within three (3) days of the Employer receiving the Employee Incident Report Form.
- (f) The Villa and the Union further acknowledge that the Long Term Care Environment contains residents who, through no fault of their own, exhibit behaviours and actions that are threatening or unwelcome to staff. The parties understand that the Villa and employees are required to make every effort to provide appropriate care to residents who may display such responsive or threatening behaviours. The workplace is built around managing these behaviours to the benefit and safety of both the residents and the staff, and in ensuring that the Villa takes every precaution reasonable in these circumstances for the protection of a worker.

Where the employee faces workplace violence or threatening behaviour from a resident, the following steps will also be taken:

Such conduct that is exceptional for the resident or which represents a change in the level of behaviour for the resident will be documented in the progress notes, or in such other part of the resident health record as directed by the Villa with it understood that such document will be accessible to the primary caregivers (including PCAs, RPNs, etc.).

Such resident behaviours will be reviewed with the Inter professional Team which except in extenuating circumstances will include the primary care givers of the resident (who are the primary RPN, PCA, etc.).

A clear course of action for staff to follow when providing care to such residents will be recorded on the Resident Care Plan.

5.04 Where a bargaining unit member complains of discrimination or harassment under the Ontario Human Rights Code, or bullying, or workplace harassment or workplace violence as defined in 5.03 (a), (b) and (c) above by;

- (i) a person other than another bargaining unit member, the employee shall bring such a complaint to the attention of the Villa and of Unifor, Mine Mill Local 598. The Villa will then initiate and complete an investigation of the complaint and report the findings back to the complainant who shall be accompanied by the Union Chairperson. Should the complainant not be satisfied with the Villa's response the complainant is entitled to file a grievance under the terms of this Collective Agreement.
- (ii) Another Unifor Local 598 (Mine Mill) bargaining unit member, the complainant may first bring the matter to the unit chair or their designate in an attempt to mediate the complaint. This mediation will not involve the use of witnesses or be completed on work time. Any resolution shall be binding on the parties, however a resolution may not bind the Employer or require an alteration in the manner in which employees are scheduled or otherwise utilized by the employer.
- (iii) If a bargaining unit member to bargaining unit member complaint is not mediated under (b) above, the complainant will notify both the Villa and the Union, and the complaint will be jointly investigated in accordance with the investigation procedure set out in "Harassment Policy in Respect of Unifor, Mine Mill Local 598 Members" contained within the Letter of Understanding attached to the collective agreement which is, in the circumstances of the investigation, deemed to include workplace harassment, violence and bullying. The parties agree that depending upon the nature and severity of the circumstances surrounding the complaint, that some of the steps of the Investigation procedure may be bypassed.

It is further understood that in the circumstances of workplace violence, the Villa may need to take immediate action and intervention for the protection of the complainant, other employees, and residents prior to commencing the joint investigation with the Union.

Where the complaint is investigated under this joint process, the Unit Chair or designate from the site will be the Union Investigator.

5.05 For clarity, harassment, discrimination, and bullying do not include occasional differences of opinion between employees, or non-aggressive employee conflicts, or properly discharged supervisory actions done in good faith and in accordance with the provisions of the collective agreement, including the delegation and monitoring of work assignments, performance and/or the assessment of discipline.

5.06 The Villa and the Union agree that an employee who in good faith lodges a complaint of discrimination, bullying, harassment or workplace violence or who participates in good faith in an investigation of such a complaint is entitled to protection against retaliation or reprisal.

The Villa and the Union further acknowledge that the pursuit of frivolous allegations of harassment, discrimination, bullying, or workplace violence through the complaint procedures has a detrimental effect on the spirit and intent for which the complaint procedures were rightfully developed and therefore is not acceptable. It is also agreed that an employee who submits numerous frivolous complaints or a fraudulent complaint may be the subject of a harassment or bullying complaint under this Article 5 and may be subject to disciplinary action.

5.07 In support of providing and maintaining an environment free of harassment and discrimination, the Villa will ensure that all staff members, volunteers, and persons with practicing or working privileges in the facility are informed that harassment and discrimination in the workplace is an offence under the Ontario Human Rights Code and/or the Occupational Health and Safety Act, as applicable. The Villa will meet its obligation to provide annual training on Workplace Harassment and Violence as may be required by the Occupational Health and Safety Act and other legislation. Such mandatory annual training shall follow the conditions set out in Article 15.04 (b)

Article 6. NO STRIKES OR LOCKOUTS

6.01 During the agreement and the statutory extension thereof, the Union agrees that there will be no strikes and the Villa agrees that there will be no lockouts.

6.02 The terms "strike" and "lockout" are defined as in the Labour Relations Act, as may be amended from time to time.

Article 7. UNION SECURITY

7.01 Each employee who is in the bargaining unit described in 2.01 shall, as a condition of employment, be subject to the deduction of regular monthly Union dues and to the deduction of the UNIFOR one-time initiation fee.

7.02 The Villa will deduct from each employee covered by this agreement an amount equal to the regular union dues as designated in writing by the union on a bi-weekly basis. The Villa will also deduct from each employee covered by this agreement, on a one time only basis an amount equal to the UNIFOR initiation fee.

7.03 In the case of newly hired employees, such union dues deductions and the UNIFOR initiation fee shall commence on the first deduction date following their date of hire, as designated in writing by the Union.

7.04 The amount of the regular monthly dues and the UNIFOR initiation fee shall be those authorized in writing by the Union in accordance with the Constitution of Unifor and the Union shall notify the Villa of any changes therein in writing and such written notification shall be the Villa's conclusive authority to make the deduction specified.

7.05 In consideration of the Villa deducting and forwarding of union dues and the initiation fee authorized by the Union, the union agrees to indemnify and save the Villa harmless against any claims or liabilities arising or resulting from the operation of this article.

7.06 The amounts so deducted shall be remitted monthly to the Financial Secretary of the Union no later than the end of the third week in the month following the month in which the dues and initiation fees were deducted.

7.07 A list of the employees for and on whose behalf union dues and initiation fees have been deducted and their hourly rate of pay will be forwarded to the Union with each dues remittance.

In addition, on a monthly basis, the Villa shall provide the Union with: the names of any employees for whom union dues have not been deducted in the month, due to the employee being on a form of absence such that the Villa could not deduct union dues; the names of the employees who have resigned, retired or been terminated in the month the names of the employees who have been laid off or recalled in the month; the names, classification, personal email address (when the Employer begins to store this information electronically) and current addresses of any new bargaining unit hires.

7.08 Upon ratification of the Collective Agreement, the Villa will supply the Union with the classifications, telephone numbers and addresses of current bargaining unit employees. When the Employer begins to store the personal email address of each employee it will provide these to the Union at the same time. Thereafter, the Villa will provide the Local Union and the National Union Office employee addresses and the hours that the employees have worked two times per year.

7.09 It is mutually agreed that a Union Representative will be permitted twenty (20) minutes on the Villa's premises for the purpose of advising newly hired bargaining unit members of the existence of the Union and of their rights and obligations under the term of this Agreement. The Villa shall advise the Union as to the names of the new hires and the time and location designated for the Union to meet with each new hire.

This meeting shall normally occur during the employee's orientation program and where it is scheduled during the orientation program it will be scheduled between 0700 hours and 1500 hours.

The parties agree to complete this procedure as efficiently as possible and may agree to group new hires (up to four) together for the purposes of these meetings.

Article 8. UNION COMMITTEE & REPRESENTATION

8.01 The Villa recognizes UNIFOR representatives, as herein provided, as representatives of the employees pertaining to this agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this agreement and of enforcing bargaining rights of the employees under this Collective Agreement.

8.02 Union Committee Persons and Stewards

The Union shall elect up to three (3) members of the bargaining unit per home site, who shall function as the Union Bargaining Committee and representatives of the employees in all matters pertaining to this Collective Agreement. One of the three representatives so elected shall be the bargaining unit Chairperson.

In addition to the three Union Committee members, the Union may elect a steward for every thirty (30) employees to provide union representation for all departments and shifts.

It is understood that when processing grievances there will be equal representation. No more than a total of one Committee member or steward shall meet with the Villa at any one time, except for Step 3 when a total of two Union Committee representatives (Union Committee members and/or stewards combined) may meet with the Villa. The same number(s) shall apply to the Villa unless mutually agreed otherwise.

8.03 The Union agrees that Union committee members and stewards elected or appointed by the Union shall be regular employees of the Villa who have completed at least six (6) months of service with the Villa. The union agrees to provide the Villa with a list of employees appointed as stewards or committee representatives annually and to update and maintain this list.

8.04 The Union acknowledges that the Union committee members and stewards have their regular duties and responsibilities to perform for the Villa. However, if it is necessary for a Union committee member or steward to leave work to attend to Union business, the Union committee member or steward may so leave work without loss of pay for their regularly scheduled hours of work to attend to Union business providing that all of the following conditions are met:

- (a) such business must be between the Union and the Villa;
- (b) the time spent shall be devoted to the prompt handling of the Union business;
- (c) the employee concerned shall obtain the permission of the Department Head, if the Department Head is on the premises, or the Department Head's designate if the Department Head is not on the premises before leaving the employee's work provided that such permission shall not be unreasonably withheld. Upon completion of the employee's business, the employee will report to the Department Head or designate, as applicable, and then return to the employee's regular duties;
- (d) the Villa reserves the right to limit such time if it deems the time so taken to be excessive.

8.05 Union/Villas Committee Meeting

- (a) The Villas and the Union Bargaining Committee shall meet bi-monthly, or as otherwise mutually agreed, to discuss matters of mutual concern and interest. A Unifor Representative (National or Local) may also attend this meeting. A request for a meeting shall be made in writing at least one (1) week in advance of the date proposed and will be accompanied by a proposed agenda of matters for discussion.
- (b) Union Committee member(s) who attend a Union/Villas Committee meeting will be paid their straight time hourly rate of pay for all scheduled hours of work lost due to attendance at such meeting.

8.06 Workload Complaint

- (a) Either the Union or the Villa may submit a complaint in writing relating to the workload to the Union/Villas meeting. In this regard, workload complaint means the assignment to an individual employee or group of employees of a resident or residents that is not consistent with Ministry of Health and Long Term Care Standards, including, but not limited to dietary, housekeeping/laundry, etc.
- (b) The written workload complaint, to the extent possible, should be detailed as to facts, reasons and recommended resolutions. The complaint should be submitted at least one (1) week before the Union/Villas meeting.
- (c) The written workload complaint must constitute an agenda item for discussion at the Union/Villas meeting.
- (d) The Villas or the Union must respond to the written workload complaint in writing. This response may be made within two (2) weeks following the meeting of the Union/Villas Committee where the complaint was discussed.
- (e) Both the written complaint and the written response shall be attached to and form part of the minutes of the Union/Villas Committee meeting where the complaint was discussed.
- (f) It is understood that a workload complaint is not subject to the grievance or arbitration procedure.

8.07 The Villa will provide space for the Union to place a locked filing cabinet for the Union's exclusive use.

8.08 The Union Chairperson will be assigned during their term of office to a shift rotation where the primary shift is day shift, unless mutually agreed otherwise by the parties. If the Union Chairperson is not working on such a shift rotation the Union Chairperson will exchange shift rotation with the least senior employee in the Union Chairperson's classification who has a primary day shift rotation. At the end of the Union Chairperson's tenure as Union chairperson the employee and the other employee(s) will revert to their prior shift rotation.

8.09 The Villa agrees that the Union Chairperson shall be retained at work during any layoffs or cutbacks in employment during the Union Chairperson's term of office provided the Union Chairperson is qualified, able and willing to perform any available bargaining unit work.

8.10 The Union agrees to encourage union committee member representation from the various departments on the various committees, including the Union Bargaining Committee and steward selection. To provide for cross department representation and to facilitate the staffing requirements of the Villa, the Union will make reasonable efforts in its membership elections to encourage that there be no more than one member from any one department on a committee, with the exception of the Nursing Department.

Article 9. HEALTH, SAFETY AND ENVIRONMENT

9.01 The parties agree that they mutually desire to maintain standards of safety and health in the facility in order to prevent injury and illness.

9.02 A Joint Health and Safety Committee will be established at each site of the Villas, with representation on each committee from the Unions (Unifor local 598 and Ontario Nurses Association) and from the Villa. The provisions in Article 9 relating to the operation, rights and obligations of the Joint Health and Safety Committee applies separately to each of the Villa's Joint Health and Safety Committees represented by Unifor Local 598.

The representatives for the Unions shall be; Unifor, at each site, will be entitled to one worker representative for every fifty bargaining unit members in the facility under the jurisdiction of Unifor Local 598, with a minimum of two (2) representatives and Ontario Nurses Association, at each site, will be entitled to one worker representative. The number of employer representatives, covering all other employees at each site not under the jurisdiction of the unions above, shall not exceed the number of Union representatives at each site.

Where the certified worker representative on the Joint Health and Safety Committee at each site is not a Unifor representative, the Employer will recognize a Unifor certified representative at each site and will pay for the training costs of one Unifor certified representative. The Villa is obligated to pay for the certification costs for a Union certified representative.

9.03 At no time shall the number of Employer representatives be allowed to outnumber the number of Union representatives at each site.

9.04 Two co-chairpersons at each site shall be elected by and from the members of the committee. At each Site one co-chair shall be a Union Co-Chair selected by the members of the committee who represent the Unions. Likewise, at each site the other Co-Chair shall be an Employer member selected by the employer representatives.

9.05 The committee shall operate in accordance with the Occupational Health and Safety Act, as it may be amended from time to time. Meetings will be held monthly, or more or less frequently as the committee may determine.

The Union Co-Chair and the Employer Co-Chair shall rotate the responsibility of chairing the Villa's meetings unless agreed to otherwise.

9.06 Without limiting the generality of the foregoing, the committee shall:

- (a) ensure that inspections have been carried out at least once a month by the co-chairs or designate of the workplace and equipment.
- (b) make recommendations for the improvement of the health and safety of workers.
- (c) recommend to the Villa and to the workers the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of workers.
- (d) record the minutes of the meetings which shall be signed by the co-chairs, distributed to the committee members, and posted on the bulletin boards, with a copy to the Union.
- (e) identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Villa or other persons or organizations (e.g., OWOSH, Workers' Health and Safety Centre) respecting the identification of hazards and standards elsewhere.
- (f) The UNIFOR representatives of the Committee are entitled to meet for at least one (1) hour prior to the Committee meeting with pay, as may be necessary for preparation.

9.07 In the event of critical injury or death, committee representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Villa on the nature and causes of the accident or injury. All other non-critical injuries for which an incident report has been submitted shall be submitted to the committee within eight hours and reported on at the next meeting of the committee.

The Employer will notify the Union Co-Chairperson of any 'near miss' that is reported to the Employer. Near misses will also be reported to the Joint Health and Safety Committee at their meetings.

9.08 No employee shall operate any piece of equipment or perform duties until the employee has received orientation, education and/or instruction.

9.09 The Committee shall have access to the annual summary of data from WSIB relating to the number of work accident fatalities, the number of lost work day cases, the number of non-fatal cases that required medical aid with lost workdays, the incidence of occupational injuries, and reasonable access to such other related non-confidential data available from the Villa.

9.10 The Union co-chairperson, or designate, shall be allowed to accompany a Ministry of Labour inspector on an inspection tour of the workplace and speak confidentially with the inspector.

9.11 The Villa will make all affected direct care employees aware of residents who have serious infectious diseases to the extent possible within the framework of applicable federal and provincial privacy legislation. The Villa will advise of the proper procedures and proper precautions necessary to deal with such residents' conditions. The direct care workers are obligated to maintain confidentiality in respect of this information.

9.12 Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that it is important for all employees to practice universal precautions in all circumstances. The Villa will ensure that all employees are aware of the requirement to practice universal precautions.

9.13 National Day of Mourning

Each year on April 28th at 11:00 a.m., one minute of silence will be observed in memory of workers killed or injured on the job. The UNIFOR Health and Safety Committee Members will be granted a leave without pay in order to attend June 20th Memorial Day services.

9.14 Protective Clothing and Equipment

The Villa recognizes the safety concerns of all staff and shall provide all employees whose work requires them to wear protective equipment with the necessary equipment and protective clothing. This committee may make recommendations on such equipment (e.g., gloves, long sleeved gowns, masks, goggles, isolation equipment, etc.). These shall be maintained and replaced, where necessary, at the Villa's expense. Where the committee recommends the wearing of such protective clothing and equipment, employees are obligated to comply with such recommendation(s).

With respect to safety boots, Maintenance Service Assistants (MSAs) shall be reimbursed for expenditures on CSA Approved safety boots to a maximum of \$75.00 once every three years. The reimbursement shall not be issued until a copy of the receipt for the purchase of the safety boots is submitted to the Environmental Services Manager. Environmental Service Assistant (ESAs) not primarily involved in maintenance functions will be provided with appropriate personal protective equipment based on their assignment.

9.15 Lockout and Machine Guarding

The Villa shall ensure that all equipment is locked out and guarded. The JHSC shall develop lockout and test procedure and machinery guarding program. All employees who may be at risk will receive training specific to their job.

9.16 Medical Officer of Health

Upon recommendation of the Medical Officer of Health, all employees may take such treatments as the Officer may direct. If the costs of such treatments are not covered by some other sources the cost will be borne by the Villa.

If an employee does not take the recommended course of treatment, or fails to complete it, the employee shall be placed on an unpaid leave of absence until such time as the situation is resolved. If an employee does not complete a course of treatment

initiated by the Villa any subsequent course of treatment required as a result of the same situation shall be undertaken at the employee's expense.

An employee who does not take the recommended course of treatment for verified medical or bona fide religious reasons is entitled to such accommodation as the Villa may direct or, failing that sick leave if the credits are available.

9.17 Employment of Disabled Workers

The Union acknowledges the duty of the Villa to accommodate certain individuals under the Ontario Human Rights Code and agrees that this Collective Agreement will be interpreted in such a way as to permit the Villa to discharge that duty.

In the event an employee is disabled as defined by the Ontario Human Rights Code the parties will meet and attempt to accommodate the person using the following process guideline and in accordance with the obligation and limitations under the Ontario Human Rights Code.

- first, the parties will attempt to accommodate the person in their pre-disability position;
- failing such, the parties will attempt to accommodate the person within their classification;
- failing such, the parties will attempt to accommodate the person in another classification of the same or similar pay rate;
- failing such, the parties will attempt to accommodate the person in any other bargaining unit classification.
- In applying the above process guideline, it is understood that a full-time employee, where possible, will be accommodated in a full-time position and a part-time employee will be accommodated in a part-time position.

Any agreement reached between the parties will prevail over the terms of any contrary provisions in the Collective Agreement. The defenses and limitations under the Ontario Human Rights Code shall apply.

9.18 Injured Workers Provisions

An employee who is injured during working hours and who is required to leave the facility for treatment or is sent home as a result of an injury shall receive payment for the rest of the shift at their regular rate of pay. Such employee shall be provided with transportation to their doctor's office or the hospital and to their home as indicated at the Villa's expense.

9.19 Quarterly Meeting

On a quarterly basis, all Worker Health & Safety Representatives will be granted one (1) day off without pay to meet and share information and to discuss the coordination of health and safety issues.

9.20 UNIFOR members will sit and participate on the Infection Control Committee

9.21 In consultation with the Joint Occupational Health and Safety Committee, the Villa will review its Workplace Violence Policy on an annual basis to which meeting(s), the Unifor Mine Mill Local 598 Union Bargaining Committee will also be invited to attend and participate. The Policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.

The parties further agree that suitable subjects for discussion with the Union/Villa Committee will include strategies to address responsive, threatening or violent resident behaviours.

9.22 The Villa agrees to provide education and information on the prevention of violence to all employees who may come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

Article 10. GRIEVANCE AND ARBITRATION PROCEDURE

I. Grievance Procedure

10.01 The parties to this agreement recognize the Union Committee persons, stewards and the UNIFOR representatives as the agents through which employees shall process their grievances.

10.02 It is agreed that an employee will have the assistance of a Union committee person or a steward in the presentation of the employee's complaint or grievance at any stage of the procedure.

10.03 It is understood that where a Union Committee person or steward attends a grievance meeting with the Villa to assist in the presentation of a complaint or grievance, the union committee person shall be paid their regular straight time hourly rate of pay for time lost from the employee's scheduled hours of work due to attendance at the meeting. It is understood that only one Union representative (a union committee member or a steward) shall attend a grievance/ complaint meeting with the Villa at any one time, except for the Step 3 meeting. The number of Villa representatives will not exceed the number of Union representatives in attendance.

10.04 Definition of Complaint/Grievance

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

10.05 Complaint/Grievance Procedure

All complaints and grievances shall be taken up in the following manner:

Complaint Procedure – Step No. 1

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 the employee has first given their Supervisor the opportunity of adjusting their complaint. The employee who will have the assistance of a Union Committee person or

steward shall discuss the complaint with the Supervisor, within ten (10) calendar days after the circumstances giving rise to it have occurred and it is understood that no grievance may be filed where the circumstances giving rise to such grievance occurred more than ten (10) calendar days prior to the employee discussing the complaint with the Supervisor. The Supervisor shall give a verbal decision within seven calendar days following the discussion. Any settlement achieved at the complaint stage is without prejudice or precedent to the parties in any other existing or future matters but is with prejudice to the specific complaint that has been resolved.

Failing settlement, the complaint may then be taken up as a written grievance within seven calendar days following advice of the Supervisor's decision in the following manner:

Step No. 2

Within seven calendar days following the decision under the Complaint Procedure Step No. 1, a Union Representative may submit a written grievance to the Human Resources Department. The grievance shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Agreement which are alleged to be violated.

A written response will be given within seven calendar days from date of submission of the written grievance.

Failing settlement, then:

Step No. 3

Within seven (7) calendar days from receipt of the written response, a Union Representative may submit the grievance in writing to the Human Resources Department.

A meeting will then be held between the Management Team member and/or designate and other Villa' representatives (not exceeding the number of union representatives present), the grievor and up to a total of two Union representatives (Union Committee members and/or stewards combined) within seven (7) calendar days of the submission of the grievance at Step No. 2, unless such timeframe is extended by mutual written agreement of the parties. It is agreed that the Villa's representatives and the Union's representatives in attendance will be the representatives appropriate for the issue(s) in the grievance. A UNIFOR Local and/or National representative and the grievor may be present at the meeting. It is further understood that the Management Team member, or designate, may have such counsel and assistance as the Management Team member or designate may desire at such meeting.

The decision of the Management Team member shall be delivered in writing within seven (7) calendar days following the date of such meeting. Failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration within thirty (30) calendar days after the decision of the Management Team Member in Step No. 3 is given, in accordance with the arbitration process.

10.06 Villa Policy Grievance

The Villa may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or any employee covered by this Agreement, in writing, at Step Number 3 of the grievance procedure, by forwarding a written statement of said grievance to the UNIFOR bargaining unit Chairperson, copied to the UNIFOR Local 598 Representative, within ten (10) calendar days after the circumstances giving rise to the grievance have originated or occurred. A meeting will then be held between the Management Team member, or designate, the UNIFOR bargaining unit Chairperson and the UNIFOR Local Representative within seven (7) calendar days, unless such time frame is extended by mutual written agreement of the parties. The UNIFOR Local Representative shall give a decision in writing within seven (7) calendar days following the meeting and failing settlement, the grievance may be referred to Arbitration in accordance with the arbitration procedure.

10.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Villa of this Agreement in writing at Step No. 3 of the grievance procedure, providing that it is presented within ten (10) calendar days after the union representative becomes aware of the circumstances giving rise to the grievance. The Policy Grievance shall be signed by a UNIFOR representative and submitted directly to the Human Resources Department. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an employee or employees which such employee or employees could themselves initiate as an individual or group grievance and the regular grievance procedure shall not be thereby bypassed.

10.08 Group Grievance

When a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance in writing identifying each employee who is grieving to the Human Resource Department or designate, as applicable, within seven (7) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to processing of such grievance.

10.09 Layoff and Recall Grievances

Grievances concerning layoffs and recall shall be initiated at Step No. 3 of the grievance procedure.

10.10 Disciplinary Suspensions

Where the Employer issues a disciplinary suspension, an employee who claims that they have been suspended without just cause may bypass Step No 1 and file a written grievance with the Human Resources Department at Step No 2 within seven (7) calendar days of the date that the employee received notice of suspension.

10.11 Discharge Grievance

- (a) The discharge of a probationary employee shall be the sole discretion of the Employer which discretion shall not be exercised in bad faith or in an arbitrary manner. A claim by a probationary employee that the employee has been discharged contrary to this standard shall be treated as a grievance if a written statement of such grievance is filed with the Human Resources Department at Step No 3 within ten (10) calendar days after the discharge is effected.
- (b) A claim by an employee who has completed the probationary period that the employee has been discharged without just cause shall be treated as a grievance if a written statement of such grievance is filed with the Human Resources Department at Step No. 3 within ten (10) calendar days after the date the discharge is effected.
- (c) Grievances under a) or b) may be settled under the Grievance Procedure by:
 - (i) confirming the Villa's action in dismissing the employee; or
 - (ii) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost; or
 - (iii) by any other arrangement which may be deemed just and equitable between the Villa and the Union.

II. Arbitration Process

10.12 It is agreed by the parties hereto that any grievance arising from the difference of opinion relating to the interpretation, application or administration of this agreement which cannot be settled after exhausting the grievance procedure shall be settled by arbitration which is defined in the Ontario Labour Relations Act.

10.13 In the event that either party proceeds to arbitration, it shall notify the other party in writing of its intentions within thirty (30) calendar days of the receipt of the answer at Step No. 3 along with the name of its nominee on an Arbitration Board. If no written request for arbitration is received within fifteen (15) calendar days after Step No. 3 response is given, the grievance shall be deemed to have been abandoned, unless such time frame is extended by mutual written agreement of the parties. Within five (5) calendar days of receipt of such notice, the party shall notify the other of the name of its nominee. The two nominees shall then select an impartial chairperson. Failing to do so within ten (10) calendar days, either party shall request the Minister of Labour for the Province of Ontario to appoint a chairperson. A Board of Arbitration shall have no power to alter, modify, detract from, suspend, amend, or

change, rates of pay or provisions for another provision, but shall have the power to dispose of any grievance by any arrangements which in its opinion it deems just and equitable.

10.14 Upon mutual agreement, the parties may submit the grievance to a single arbitrator who shall have the same power as a Board of Arbitration. The single parties agree that one of the following arbitrators will be used as a single arbitrator or as chair of a panel, when necessary:

Louisa Davie

Peter Chauvin

Jessie Nyman

Dana Randall

During the term of this agreement, the parties may add to this list by mutual written agreement.

10.15 Each of the parties hereto shall equally bear the expense of its nominee to the Board, and the parties hereto shall jointly bear the expenses and fees of the chairperson.

10.16 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.

10.17 All agreements reached under the grievance or arbitration procedure between the representatives of the Villa and the representatives of the Union will be final and binding upon Villa, the Union and the employees involved subject to the provisions re: settlements achieved at Step No. 1, Complaint Procedure.

10.18 The Arbitrator shall not have the jurisdiction to alter, amend, modify, add to, or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, not to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.

10.19 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee or employees concerned.

10.20 The time limits set out in the Grievance Process and in the Arbitration Process herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned, subject only to the provisions of the Labour Relations Act. Any of the time limits above may be extended by mutual written agreement of the parties.

10.21 If there is a backlog of grievances which have not been heard at Step No. 3 within the applicable time limits, the Villa will, at the Union's request, schedule special grievance meeting(s) to clear the backlog.

10.22 At any point during the grievance or arbitration process, but prior to the actual arbitration date, the parties may agree to use a third-party mediator to attempt to solve the grievance. Any costs associated with such a mediation session shall be equally divided between the Villa and the Union. Consistent with the mutual commitment of the parties to address grievances, a Villa employer representative and a union representative may agree to meet with employee witnesses and/or view relevant work areas together in order to facilitate the resolution of a grievance.

Article 11. DISCIPLINE

11.01 Copies of Written Discipline

A copy of any formal discipline that is to be recorded in writing in the employee's file shall be given to an employee and shall also be given to the Union Committee Chairperson

11.02 Access to Personnel File

Upon a written request given at least one (1) week in advance, an employee shall have access to review the employee's personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein. The review shall take place following the employee's shift at a mutually agreeable time in the presence of the Management Team member or designate. The employee may have a Union committee person/steward present upon the employee's request. It is understood and agreed, however, that the employee is not entitled to see job references.

11.03 Union Representation – Formal Disciplinary Action or Removal from Premises – Union Representation

An employee who is subject to formal disciplinary action which is to be recorded in the employee's personnel file shall be entitled to have a Union Committee member present at the time such discipline is given. In each case the committee member will be present unless the employee waives this right by signing a waiver in the presence of the committee member.

In the normal course, the Villa will advise the Union Chairperson, or in the Union Chairperson's absence a Union Committee person or steward, in advance that the meeting is anticipated to be disciplinary in nature and will further generally advise of the nature of the alleged offence(s), except where the credibility of the employee may be a factor. It is understood that the Villa's failure to disclose such information in advance of the meeting will not nullify otherwise meritorious discipline.

11.04 Clearance of Disciplinary Record

Except as noted herein, records of formal disciplinary action will be removed from the employee's personnel file once eighteen (18) months have elapsed since the date of the last formal disciplinary action on the file.

Notwithstanding the foregoing, where the employee has been disciplined for resident abuse or medication errors, the discipline will be removed from the file once twenty-four (24) months have elapsed since the date of the last formal disciplinary action of file.

11.05 Imposition of Discipline

Where the Villa becomes aware of an incident or situation which could give rise to discipline of an employee(s) within the bargaining unit, the Villa will investigate and make a determination within fourteen (14) days. The investigation meeting(s) where the employee is requested by the Villa to attend will be during working hours or the employee will receive compensation if not scheduled to work. The Villa may request an extension to the fourteen (14) day period where required due to the nature, scope and complexity of the investigation and the union will not unreasonably deny such request.

Article 12. SENIORITY AND SERVICE

12.01 Accumulation of Seniority and Service

Seniority for the purposes of this agreement shall operate on a bargaining unit wide basis.

Full-time employees shall accumulate seniority and service on the basis of their last date of hire, except as provided otherwise in this Agreement. Where more than one (1) full-time employee commences employment on the same date, their seniority order will be determined by lottery on their first date of employment.

Part-time employees shall accumulate seniority and service on the basis of hours worked within the bargaining unit, except as expressly provided otherwise in this agreement.

For part-time employees, it is recognized that seventeen hundred (1700) hours worked within the bargaining unit equals one (1) year of full seniority and service.

12.02 Change of Status

Effective for transfers, a part-time employee whose status is altered to full-time will be given credit for seniority and service on the basis of seventeen hundred (1700) hours of part-time seniority and service being equivalent to one (1) year of full-time seniority and service credit. A full-time employee whose status is changed to part-time shall be given credit for seniority and service on the basis of one (1) year of full-time seniority and service being equivalent to seventeen hundred (1700) hours of part-time seniority and service credit.

12.03 Probationary Period

All employees newly hired or transferred into the bargaining unit must complete a probationary period of six hundred (600) hours worked. The probationary period may be extended with the mutual agreement of the Villa, employee and the Union.

Employees shall not accumulate seniority during the probationary period; however upon successful completion of the probationary period, the employee will be credited with seniority for the probationary period.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except as expressly provided otherwise in this agreement. The discharge of a probationary employee shall be in accordance with Article 10.11.

12.04 Seniority Lists

The Villa will keep up-to-date seniority lists of the bargaining unit and will post the same on a bulletin board by March 15th and October 15th of each year. A copy of the seniority list shall be sent to **the Local Union office** at the time of the posting. Seniority lists will include name, classification, date of hire and hours worked for part-time employees.

In the case of job postings, the Employer will utilize the employees' current seniority as calculated as of the last full pay period prior to the closing date of a job posting. Upon request, the Employer will provide the Union Chairperson or designate with the current seniority of the affected employees to the job posting.

In the case of layoffs, the Employer will utilize the employees' current seniority as calculated as of the last full pay period prior to the issuance of the notice of layoff to the Union. The Employer will provide the Union Chairperson or designate with a copy of this current seniority list to be used for the layoff process.

12.05 Protests with regard to the above mentioned lists shall be submitted in writing to the Human Resources Department within thirty (30) calendar days of the date the lists are posted on the bulletin boards. When proof of error is presented by the employee or the employee's representative, such error will be corrected immediately and when so correct the agreed upon correction will be final and a revised seniority list will be posted and sent to the Local Union office.

12.06 Loss of Seniority, Service

An employee shall lose all service and seniority and shall be deemed to have terminated if the employee:

- (a) voluntarily quits the employ of the Villa;
- (b) retires or is retired;
- (c) is discharged and the discharge is not reversed through the grievance or arbitration procedure.

- (d) has been laid off for twelve months if the employee had less than one (1) year of employment with the Villa on the date of the commencement of the layoff, or twenty-four (24) calendar months if the employee had one (1) year or more of employment on the date of the commencement of the layoff;
- (e) is absent from work for a period of three (3) consecutive working days or more for which the employee was scheduled to work without a satisfactory reason for such absence; and/or is absent from scheduled work for a period of three (3) or more days without notifying the Villa without a satisfactory reason for the failure to notify;
- (f) refuses or gives away all shifts in any period of four (4) consecutive weeks;
- (g) utilizes a leave of absence for the purpose of engaging in gainful employment elsewhere, unless approved in writing by the Administrator;
- (h) fails to return to work upon termination of an authorized leave of absence without satisfactory reason;
- (i) fails upon being notified of a recall to signify intention to return within five (5) calendar days after the employee has received the notice of recall mailed by registered mail to the last known address according to the records of the Villa and fails to report to work within fourteen (14) calendar days after the employee has received the notice of recall;
- (j) is absent due to illness or non-compensable injury for a period in excess of twenty-four (24) months;
- (k) is in receipt of Workers' Compensation as a result of injury incurred while in the employ of the Villa and is absent for a period in excess of twenty-four (24) months.*

[*Note: The Villa and the Union agree to abide by the provisions of the Ontario Human Rights Code in the application of j) and k).]

12.07 Where any leave of absence without pay exceeds thirty (30) continuous calendar days, the following will apply:

- (a) if the leave does not exceed thirty (30) consecutive calendar days, the Villa will continue to pay for its share of the benefit plan premiums.
- (b) if the leave of absence exceeds thirty (30) consecutive calendar days, benefits coverage may be continued by the employee at the employee's request, provided that the employee at the employee's request, provided that the employee pays the total cost of the premiums to the Villa for each monthly period in excess of thirty (30) consecutive days leave of absence except as modified by 12.07 d). Such continuation of benefits shall not extend past eight (8) months from the date of the commencement of the leave save and except for employees on pregnancy/parental leave who may continue benefits for the duration of the leave to a maximum of **eighteen (18) calendar months**.

- (c) Seniority for the purposes of promotion, demotion, transfer or layoff or any other seniority role shall be suspended and shall not accumulate during the period of the absence. Notwithstanding this provision, seniority shall accrue during an absence due to illness or due to a disability resulting in WSIB benefits for twelve (12) months.

Credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under the Collective Agreement will not accumulate but will remain fixed at the amount held at the commencement of the leave, and the benefits concerned appropriately reduced on a pro-rata basis.

Notwithstanding the foregoing, service shall accumulate while an employee is absent due to illness or due to a disability resulting in WSIB benefits for a period of twelve (12) months.

- (d) Notwithstanding the above b), the employee will continue to pay its share of the health and welfare benefits while an employee is on paid leave of absence or on illness leave or on WSIB leave for the maximum period provided for herein. It is understood that the obligation of the Villa to pay its share of the health and welfare benefits while an employee is on WSIB will continue for a maximum period of twelve (12) months.

12.08 No employee covered by this agreement will be assigned to a position outside of the bargaining unit without the employee's consent.

12.09 Seniority and Service re Transfer Outside of the Bargaining Unit

An employee who accepts a promotion with the Villa to a permanent position outside the bargaining unit and who is returned to the bargaining unit within six (6) months, or eighteen (18) months in cases of maternity leave replacements, shall be given credit for all seniority and service accrued in the bargaining unit prior to the promotion. Should the employee return to the bargaining unit within this timeframe, all other employee(s) shall revert to their previous positions and employees newly hired to replace either the employee transferring out of the bargaining unit or an employee transferred as a result of the employee transfer out of the bargaining unit will be released. The parties agree that these time frames may be extended by mutual agreement.

Article 13. JOB POSTING

13.01 In the event new classifications within the bargaining unit are created or permanent vacancies or temporary vacancies as per 13.09 occur in a classification within the bargaining unit which the Villa intends to fill, the Villa will post notice on the bulletin board(s) of such vacancy for seven (7) calendar days prior to filling the position. In order to receive consideration, applications from within the bargaining unit must be made within the seven (7) calendar day period referred to herein.

13.02 Notwithstanding 13.01, only the initial and first subsequent vacancy will be posted for seven (7) calendar days. All subsequent vacancies will be posted for four (4) calendar days.

13.03 The job posting will stipulate the department and classification, the qualifications, the rate of pay, the starting date and the shift rotation.

13.04 Employees who are on vacation or approved leave may indicate in advance in writing submitted to a Union representative their desire to apply for a permanent job posting if such posting should occur during their absence. The Union representative will then submit the application on behalf of the employee. In such case, if the employee is the successful applicant, the Villa will fill the vacancy temporarily.

13.05 If no applications are received by the close of the posting period or if the applicants are not qualified to perform the work required, the Villa reserves the right to immediately hire from outside the bargaining unit.

13.06

- (a) In filling vacancies within the bargaining unit all qualified applicants from within the bargaining unit shall be considered on the basis of the qualifications, experience, ability and seniority of the applicants. Where these factors are relatively equal, the applicant with the greatest seniority shall be awarded the vacancy.
- (b) Notwithstanding 13.06(a), where any qualified applicants from within the bargaining unit have more than three (3) years of seniority, the Villa shall award the vacancy to the most senior applicant who has the necessary ability.

13.07 The name of the successful applicant shall be posted by the Villa on the bulletin board for five (5) days and the Villa shall give a copy of the posting and date stamped to the local Union when the employee accepts the posting.

An employee who is the successful applicant to a job posting must provide a response within 48 hours of receiving the offer of the posting. Where an employee fails to respond within 48 hours of the offer, they shall be deemed to have declined the offer. The offer will then be extended to the next applicant.

13.08 Where the successful applicant from within the bargaining unit is in a different classification than that of the vacancy, the successful applicant will be placed on trial in the new classification for a period of one hundred and fifty (150) hours worked. Where the successful applicant from within the bargaining unit is from within the same classification, they will be placed on trial in the classification for a period of seventy-five (75) hours worked. For employees transferring from a part-time to a full-time position, enrollment in Health and Welfare and Insured Benefits will not occur until the completion of the trial period at which time the enrollment will be retroactive to the effective date of the transfer. In either instance such trial promotion or transfer shall become permanent after the trial period unless:

- (a) the employee feels that they are not suitable for the position, and wishes to return to their former position, or

- (b) the Villa feels that the employee is not suitable for the position and requires that the employee return to their former position. Where during the trial period the Villa has concerns with respect to the employee's suitability, the Villa will advise the employee and discuss ways of improving.

In the event of either (a) or (b) above, the employee will return to their former position and salary without loss of seniority within their former classification. Any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority.

Where a trial promotion or transfer does not become permanent pursuant to (a) or (b) above, the vacancy arising from the employee returning to their former position will not be reposted. Rather, the Villa will offer the vacancy to the next highest ranked qualified applicant, in accordance with 13.06 who had originally applied for that vacancy. In the event that there were no other qualified applicants for the vacancy when it was originally posted or no qualified applicant accepts the posting, the Villa will repost the vacancy for a period of **seven (7)** calendar days.

13.09 Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to pregnancy leave, parental leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed sixty (60) days. Vacancies expected to exceed sixty (60) days will be posted and filled in accordance with the criteria of Article 13.06. The Villa will outline to the employee selected to fill the vacancy, the anticipated conditions and duration of such vacancy. Upon the return of the employee from absence, the employee and others affected will return to their former positions.

A part-time employee who is selected to fill all or part of any temporary full-time vacancy will retain part-time status during the temporary period.

For temporary vacancies not expected to exceed sixty (60) days, the Villa may elect to waive the posting provisions.

An employee filling a temporary vacancy shall not bid on any other temporary posting until the completion of their temporary position. Notwithstanding the foregoing, a part-time employee filling a temporary vacancy may bid on another temporary posting ("new temporary posting") that is posted in the last thirty (30) days of the part-time employee's current temporary posting. If the employee is the successful applicant, the Employer may in its discretion delay this employee's transfer to the new temporary posting until the completion of this employee's current temporary posting.

Full-time employees may transfer to a temporary part-time vacancy subject to the following terms and conditions:

- The full-time employee may not opt out of benefits coverage for the duration of the temporary part-time vacancy;
- The full-time employee shall be responsible for 100% of the cost of benefits for the duration of the temporary part-time vacancy; and

- The full-time employee is only eligible to remain in a temporary part-time vacancy for a period of 4 months in a calendar year.

Full-time employees may transfer to temporary full-time positions a maximum of two (2) times in any 12 month period unless approved in writing by the Administrator.

13.10 It is understood that an employee may hold only one position in the bargaining unit at a time. Accordingly, an employee who is a successful applicant to a job posting must relinquish the position that the employee holds in order to accept the new position.

13.11 Site Posting Limitation Threshold Vacancy Level

(a) In the event that either site reaches a threshold vacancy rate of 5% in a classification then the Employer reserves the sole and exclusive discretion to delay the transfer of a successful applicant from the classification with the threshold vacancy rate for a maximum period of up to forty-two (42) calendar days, commencing the first day of the next pay period immediately following the date on which the candidate is deemed the successful applicant to the new position.

(b) Cross Site Transfer – 4 month commitment

An employee who is selected to fill a vacancy at the other site shall not be eligible to apply on any posting at the site from which the employee transferred for a period of four (4) months from the effective date of transfer unless an opportunity arises which allows an employee to apply for a permanent full-time position at the site from which the employee was transferred.

(c) Cross Site Transfer – Trial Period

An employee who is selected to fill a vacancy at the other site is subject to the trial period under Article 13.08. However, in the event that the employee opts to return to their former position at the home site during the trial period, the employee will not be eligible to apply for any posting at the other site for a period of four (4) months from the effective date of return unless an opportunity arises which allows an employee to apply for a permanent full-time position. However, in these circumstances there will not be a further trial period under Article 13.08 if the position is within the same classification from which the employee had just relinquished during the trial period. In the event that the Employer initiates the return of the employee to their home site during the trial period, the employee will not be eligible to apply for any posting at the other site in the classification from which the Employer had returned the employee for a period of four (4) months from the effective date of return.

Article 14. LAYOFF AND RECALL

14.01 Definition of Long Term Layoff

A layoff for the purposes of this agreement will be defined as the elimination of a full-time employee's position or the elimination of a part-time employee's position or the reduction in regularly scheduled hours of a full-time employee.

A long-term or permanent lay-off will be deemed to be any layoff that is reasonably anticipated to exceed twelve (12) calendar weeks.

14.02 Notice of Permanent, Long Term Layoff

Notice to the Union

In the event of a layoff of a permanent or long-term nature, the Villa will provide the Union with at least six (6) weeks' notice. This notice is not in addition to the required notice for individual employees.

The Villa will meet with the Union through the Union/Villas Committee to review the reasons and expected duration of the layoff, any realignment or service of staff and its effect on employees in the bargaining unit.

Any agreement between the Villa and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of layoff and related provisions in the Collective Agreement.

Employee's Period of Notice

Less Than 1 Year	1 Week
1 Year or more but less than 3 Years	2 Weeks
3 Years or more but less than 4 Years	3 Weeks
4 Years or more but less than 5 Years	4 Weeks
5 Years or more but less than 6 Years	5 Weeks
6 Years or more but less than 7 Years	6 Weeks
7 Years or more but less than 8 Years	7 Weeks
8 Years or More	8 Weeks

Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process.

14.03 Layoff Process (Full-Time)

In the event of a layoff of full-time employee(s), the Villa will lay-off full-time employees within the affected site (Villa St. Gabriel Villa or St. Joseph's Villa), classification(s), and where applicable, within the affected shift(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work, subject to the following:

A full-time employee who is subject to layoff shall have the right to:

- (a) accept the lay-off; or
- (b) displace a full-time employee who has lesser bargaining unit seniority and who is the least senior full-time employee at the affected site, within the same classification or an identical or lower paying classification provided that the full-time employee originally subject to lay-off is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation; or in the event that there is no such full-time employee at the affected site to displace, then:
- (c) displace the full-time employee who has lesser bargaining unit seniority and who is the least senior full-time employee at the other site, within the same classification or an identical or lower paying classification provided that the full-time employee originally subject to lay-off is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation; or in the event that there is no such full-time employee at the other site to displace, then:
- (d) displace a part-time employee who has lesser bargaining unit seniority at the affected site in the same classification or in an identical or lower paying classification, provided that the full-time employee is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation; or in the event that there is no such part-time employee at the affected site to displace, then:
- (e) displace a part-time employee who has lesser bargaining unit seniority at the other site in the same classification or in an identical or lower paying classification, provided that the full-time employee is qualified for and can perform the duties, of the classification with a maximum of four (4) shifts of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Villa shall not act in an arbitrary fashion.

The layoff process shall follow the sequence outlined in 14.03 (b) (i) to (v) as set out above.

The decision of the full-time employee to choose (i) or (ii) or (iii) or (iv) or (v) above shall be given in writing to the Human Resources Department within three (3) working days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

14.04 Layoff Process (Part-Time)

In the event of a layoff of part-time employee(s) the Villa will lay-off part-time employees within the affected classification(s) and, where applicable, within the affected shift(s) in the reverse order of their bargaining unit seniority provided that there remain on the job employees who have the ability and qualifications to perform the work subject to the following:

A part-time employee who is subject to layoff shall have the right to:

- (a) accept the lay-off; or
- (b) displace a part-time employee who has lesser bargaining unit seniority at the affected site, in the same classification or in an identical or lower paying classification provided that the part-time employee originally subject to layoff is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation; or in the event that there is no such part-time employee at the home site to displace, then:
- (c) displace a part-time employee who has lesser bargaining unit seniority at the other site, in the same classification or in an identical or lower paying classification provided that the part-time employee originally subject to layoff is qualified for and can perform the duties of the classification with a maximum of four (4) shifts of orientation.

In determining the ability of an employee to perform the work for the purposes above, the Villa shall not act in an arbitrary fashion.

The layoff process shall follow the sequence outlined in 14.03 (a) (i) or (ii) or (iii) as set out above.

The decision of the part-time employee to choose (i) or (ii) or (iii) above shall be given in writing to the Human Resources Department within three (3) working days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

14.05 Recall Rights

[Clarification Note: Recall rights apply to those employees who have been laid off and are not actively employed either because they did not exercise their displacement rights or were unable to displace any other bargaining unit employee and "laid off" or "on layoff" shall bear the same meaning for the purposes of this Article.]

- (a) An employee shall have an opportunity of recall from a lay-off to an available opening at either site in order of seniority, provided the employee has the ability and qualifications to perform the work.

In determining the ability of an employee to perform the work for the purposes above, the Villa shall not act in an arbitrary fashion.

- (b) The Job Posting Process applies prior to the exercise of recall rights. If a laid off employee bids for and is successful in obtaining a job posting, the employee shall have no further rights with regards to recall.
- (c) No new employees shall be hired from outside of the bargaining unit until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found non-qualified or unable to perform the work available.

- (d) Employees on lay-off or notice of lay-off will be given opportunities for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy\ will not be required to accept such recall and may instead remain on lay-off.

It is the sole responsibility of the employee who has been laid off to notify the site to which the employee is recalled of the employee's intention to return to work within seven (7) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Villa (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within fourteen (14) calendar days after being notified of recall. The notification shall state the site and the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work and the Employer representative to whom the employee is to provide notification of intent to return to work. The employee is solely responsible for their proper address being on record with the Villa.

Article 15. LEAVES OF ABSENCE

15.01 Personal Leave

The Department Manager or designate may grant, in writing, a request for a leave of absence without pay for personal reasons provided that the Department Manager or designate receives at least two (2) weeks advance written notice (more where possible), unless impossible, and further provided that such leave may be arranged without undue inconvenience to the normal operations and staffing requirements of the Villa. The leave will not be unreasonably denied. Where it is not possible for the employee to provide two (2) weeks' notice, the employee shall provide as much advance notice of their request as possible. Applicants when applying must indicate the date of departure and the date of return.

Except as hereinafter provided, it is further understood that personal leaves of absence will not be granted during peak vacation periods. In extenuating compassionate circumstances, the Department Manager may grant a personal leave of absence during a peak vacation period.

Such leaves, except extenuating circumstances, shall not exceed six (6) months. Except where precluded by legislation, the employee shall be responsible for the payment of both their and the Villa's share of benefit premiums, should they wish to retain benefit coverage for the duration of the leave.

It is expressly understood that personal leaves of absence will not be granted for the purposes of the employee engaging in gainful employment elsewhere, except where authorized by the Department Manager.

15.02 Jury Duty

The Villa shall grant leave of absence without loss of seniority and benefits to an employee who is required to serve as a juror in any court of law, or is subpoenaed to attend as a witness for the Crown in any court, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Villa.

The Villa shall pay such an employee at the employee's straight time hourly rate of pay for all scheduled hours missed due to such attendance provided that the employee:

- (a) Notifies the Villa immediately upon the employee's notification that the employee will be required to attend at court for jury duty or as a witness;
- (b) presents proof of service requiring the employee's attendance and proof of dates and times of attendance;
- (c) deposits with the Villa the full amount of compensation received, excluding mileage, traveling allowance and meal allowance, and an official receipt thereof;
- (d) comes to work during those scheduled hours of the day shift that the employee is not required to attend court as a juror or as a witness, provided that at least one-half of the employee's full shift remains.

In the event that an employee is scheduled to work on the evening shift, the employee will not be required to report for duty on an evening shift on the same day that the employee is required to attend either court or a coroner's inquest for the purposes set out above.

In the event that an employee is scheduled to work on the night shift, the employee will not be required to work on the night shift prior to such duty. Where the employee's presence is required in either court or a coroner's inquest past 1700 hours for the purposes set out above, the employee will not be required to attend work for the employee's night shift commencing later that day.

An employee on leave in accordance with this provision shall accumulate seniority and service.

15.03 Pregnancy and Parental Leave

(a) Preamble

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

1) Pregnancy Leave

(b)

- (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for 17 weeks as provided in the Employment Standards Act and may begin no earlier than 17 weeks before the expected birth date.

The employee shall give the Villa at least two (2) weeks' notice, in writing, of the day upon which the employee intends to commence their leave of absence, unless impossible, and furnish the Villa with a certificate of a legally qualified medical practitioner stating that **the employee** is pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with the Villa at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least two (2) weeks notice of their intention to return to work. The employee may, with the consent of the Villa, shorten the duration of the leave of absence requested under this Article upon giving the Villa two (2) weeks' notice of their intention to do so, and furnish the Villa with a certificate of a legally qualified medical practitioner stating that the employee is able to resume her work.

Additional leave of absence may be taken under Article 15.03 2)(j), Parental Leave.

- (c) An employee who does not apply for leave of absence under Article 15.03 (b) (i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 (b) (i) upon providing the Villa, before the expiry of two (2) weeks after the employee ceased to work, with a certificate of a legally qualified medical practitioner stating that the employee was not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in the practitioner's opinion, delivery will occur or the actual date of their delivery.
- (d) During the period of leave, the Villa shall continue to pay the Villa's portion of hospital, medical, dental, group life and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Villa written notice that the employee does not intend to pay the employee contributions.

It is understood that an employee who makes an election to continue the employee's contribution towards benefits under this provision, shall provide the Villa with payment for the amount required on or before the first day of each month.

Where an employee makes such election to continue the employee's contribution towards the benefits, but then does not remit their payment to the Villa as required above, the benefit coverage will be discontinued and the Villa will cease to be under any obligation to continue its share of the benefit premiums.

- (e) An employee who intends to resume employment on the expiration of the leave of absence granted to the employee under this Article shall so advise the Villa when the employee requests the leave of absence. If an employee returns to work on the expiry of the leave, and the employee's former permanent position still exists, the employee will be returned to the employee's former job, former shift, if designated.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- (f) When the Villa has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Villa shall upon resumption of operations, reinstate the employee to the employee's employment or to alternate work in accordance with the established seniority system or practice of the Villa in existence at the time the leave of absence began and in the absence of such a system or practice shall re-instate the employee in accordance with the provisions of Article 15.03 (e)
- (g) Such absence is not an illness under the interpretation of this Agreement, and sick leave credits cannot be used.
- (h) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 15.03 II j) of this agreement. The employee shall give the Villa at least two (2) weeks' notice, in writing, that the employee intends to take parental leave.

2) Parental Leave

- (j)
 - (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
 - (ii) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as their own or as may be defined or interpreted under the Employment Standards Act.

- (iii) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if the employee did not.
- (iv) The employee shall give the Villa two (2) weeks written notice of the date the leave is to begin.

The employee shall give at least two (2) weeks notice of their intention to return to work. The employee may, with the consent of the Villa, shorten the duration of the leave of absence requested under this Article upon giving the Villa two (2) weeks' notice of their intention to do so.

- (v) For the purposes of parental leave under 15.03 (2)(j) Parental Leave, the provisions under 15.03 (a) (d), (e), (f), (g), (h) and (i) shall also apply.

15.04 Education and Education Leave

- (a) The Villa may grant an employee request for an unpaid leave of absence to a maximum duration of twelve (12) months for an employee to upgrade employment qualifications as they relate to work in the Villa provided that the employee has passed probation and provides notice in writing of at least one (1) month in advance of the posting of the schedule in which the leave will commence, and proof of registration in an approved program, and further provided that the leave of absence may be arranged without undue inconvenience to the normal operations of the Villa. Applicants, when applying, must indicate the date of departure and specific date of return. Any benefits based on service and seniority shall be retained but not accumulated, to that which the employee held prior to the Education Leave.

Except where precluded by legislation, the employee shall be responsible for the payment of both their and the Villa's share of benefit premiums, should they wish to retain benefit coverage for the duration of the leave.

Where a part-time employee uses a leave of absence to attend school for one semester or more, they shall relinquish their temporary posting(s), effective at the time of their departure. Upon returning to the workplace at the end of term, the employee may bid on open postings available at the time or shall maintain part-time status with no posting until they are successful in a bid for a new posting.

A full-time employee who takes an education leave for one semester or more may retain their permanent full-time posting during their leave, and it will be posted as a temporary posting until their return. Where a permanent full-time employee is in a temporary posting at the time their education leave commences, they shall relinquish their temporary posting.

In lieu of taking an education leave, an employee may request a temporary status change or special scheduling arrangement to accommodate their ability to work during their education period. The provisions in this article relating to return to work shall apply in these circumstances.

Where employees are required by the Villa to take courses to upgrade or acquire new employment qualifications to maintain their employment the Villa shall pay the full cost associated with the courses. This provision does not apply to applicants to a job posting.

- (b) Where the Employer requires an employee to attend any in service program or any mandatory training within the Home during the employee's regularly scheduled working hours, the employee shall suffer no loss of regular pay for scheduled working hours missed. Where practicable, the Employer will provide employees with time during their regularly scheduled hours of work to attend such mandatory training and mandatory in-services.

When an employee is required by the Employer to attend in-services including online education outside their regularly scheduled working hours, and the employee does attend same, the employee shall be paid for all time spent on such attendance at their regular straight time rate of pay. Where the employee does not have a computer at home, the Employer will provide opportunities for the employee to complete the mandatory in-service online education at the work site at their regular straight time rate of pay.

15.05 Union Leave of Absence The Villa will grant unpaid leaves of absence to employees to attend to Union business or to attend Union conventions, seminars, or sessions provided that the leaves do not interfere with the proper operation of the Villa, and subject to the conditions set out herein:

- (a) The aggregate cumulative total leaves for each of the Villa sites shall be eighty-five (85) days in a calendar year.
- (b) The Union provides at least four (4) weeks written advance notice of the requested leave. Where such notice is impossible, the Union will provide as much advance notice as possible.
- (c) Subject to the staffing requirements of the Villa where less than four (4) weeks written advance notice is given, the leave is also subject to the ability of the Villa to replace the employee at straight time hourly rates of pay;
- (d) No more than four (4) employees from each of the Villa sites may be absent on Union leave at the same time.

The Villa will keep an employee's salary and benefits (statutory and employment benefits) whole while the employee is absent due to Union leave under this Article 15.05 (a) to (d) and the Union will fully reimburse the Villa for the cost of the salary and benefits upon receipt of the Villa's monthly billing. The employee will accumulate seniority and service during the leave. It is agreed that the employee

will be considered an employee of the Union for WSIB purposes during the leave and the Union shall arrange for WSIB coverage.

- (e) Any employee elected or appointed to a full-time position in the Local Union or National Union, Unifor will be granted leave of absence without pay or continuation of benefits by the Villa. Such leaves will remain in effect for a maximum period of three (3) years and may be renewed for a further period upon mutual agreement of the parties.

Notwithstanding that the leave is a leave without pay, the employee will accumulate seniority and service during the leave. It is agreed that the employee will be considered an employee of the Union for WSIB purposes during the leave and the Union shall arrange for WSIB coverage.

15.06 Bereavement Leave

- (a) A full-time employee who has completed the probationary period of employment will be allowed three (3) consecutive working days leave of absence without loss of pay in conjunction with the date of death or date of funeral, internment, celebration of life or similar service in the event of the death of the employee's father, mother, sister, brother, wife, mother-in-law and father-in-law, common law spouse, husband, child, niece, nephew, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents or step-children.

Where a full-time employee does not take or require the maximum time allowed for the bereavement leave at the time of death referred to in Article 15.06(a) so requests, the employee shall be entitled to take the balance of the bereavement time without loss of pay to attend a subsequent memorial or internment.

- (b) A part-time employee who has completed the probationary period of employment will be allowed three (3) consecutive calendar days leave of absence without loss of pay in conjunction with the date of death or the date of the funeral, **internment, celebration of life or similar service** (with one of the days being either the date of death or the date of the funeral) in the event of the death of the employee's father, mother, sister, brother, wife, mother-in-law and father-in-law, common law spouse, husband, child, niece, nephew, grandparents, grandparents-in-law, grandchildren, daughter-in-law, son-in-law, sister-in-law or brother-in-law, step-parents or step-children. It is understood that pay for such days of absence is limited to the employee's scheduled days actually missed from work.
- (c) An employee who has completed the probationary period of employment will be entitled to one (1) day leave of absence without loss of pay to attend the funeral, **internment, celebration of life or similar service** of the employee's aunt or uncle. It is understood that pay for such day is limited to the employee's scheduled hours actually missed from work.

- (d) The Department Manager may consider a request for an extension of a period of bereavement leave or other special instances of bereavement leave.
- (e) A full-time or part-time employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which the employee is on sick leave. When a full-time or part-time employee is on vacation and is eligible for bereavement leave, the employee shall be paid for the bereavement leave in accordance with this Article and **their** vacation will be extended accordingly.

When an employee is scheduled off on holiday and is eligible for bereavement leave the employee will be paid for the bereavement leave in accordance with the above and will be granted a day off in lieu of the holiday to be scheduled in accordance with the lieu day scheduling provisions of Article 18.

- (f) The employee shall be responsible for providing reasonable proof of death documentation to support entitlement to bereavement leave.

15.07

- (a) An employee's entitlement and obligations with regard to any leave of absence set out in the Employment Standards Act shall be governed by the Employment Standards Act as amended.
- (b) An employee who is on Leave set out in (a) above shall continue to accumulate seniority and service and the Home will continue to pay its share of the premiums of the subsidized employee benefits, including pension (if permitted by the Plan and matched by the employee) in which the employee is participating during the leave.

Any new leaves of absence created, which are in addition to those currently found in the Employment Standards Act as of April 30, 2018, shall be leaves that are separately governed in accordance with the Act.

- (c) Subject to any changes in an employee's status which would have occurred had he or she not been on Leave set out in (a) above, the employee shall be reinstated to his/her former position.

15.08 Election to Public Office

An Employee who is elected or appointed to Federal, Provincial or Municipal Office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time off for the duration of leave absence to comply with their duties. Any benefits based on service and seniority shall be retained but not accumulated, to that which the employee hold prior to the Leave.

It will become the responsibility of the Employee for full payment of any applicable benefits in which the Employee is participating during such leave of absence. Payments to be directly paid to either Villas. If an employee chooses to suspend participation in

the benefits program for the duration of the leave, the re-enrollment provisions of the insurance plan shall apply.

Article 16. HOURS OF WORK & SCHEDULING

16.01 Nothing in the following provisions or in this Collective Agreement shall be construed as a guarantee of the hours of work to be performed per day or per week or the number of shifts of work per week or any other time period.

16.02 The normal hours of work for a full-time employee shall be seven and one-half (7½) hours per day, not including a one-half hour unpaid meal period, and seventy-five (75) hours per bi-weekly period, exclusive of unpaid meal periods. The meal period will be scheduled within the first 5½ hours of the shift.

16.03 Employees required for reporting purposes shall report to their work station five (5) minutes prior to the commencement of their shift, which period shall be unpaid.

16.04 The Villa will schedule a full-time employee off, on average, four (4) days in the bi-weekly period.

The Villa will schedule full-time employees off every other weekend, unless the employee consents or requests to be scheduled to work additional weekends.

The Villa will endeavour to schedule part-time employees off two weekends in every month where possible, however part-time employees, as a minimum, shall be scheduled one weekend off in four weekends. Failure to provide part-time employee with one scheduled weekend off in four weekends will result in the part-time employee receiving time and one half their hourly rate for all hours worked on the fourth weekend. The "counter" will then reset to zero with the following weekend being the first of four where a further weekend off is required. It is understood that weekend shifts that are picked up by an employee on a voluntary basis through the call-in process will not be counted in the tally of four consecutive weekends.

A weekend is defined as two consecutive days on a Saturday and a Sunday.

16.05 An employee will be permitted a paid rest period of fifteen (15) minutes for each four (4) hours they are required to work, to be taken at time(s) designated by the Villa.

16.06 Meal periods will be uninterrupted, except in cases of emergency. If due to an unforeseen circumstance, an employee is required to work through all or part of the employee's meal period, that portion of the meal period that was interrupted shall be rescheduled as soon as practical thereafter.

16.07 It shall be the responsibility of the Department Manager or designate to construct posted work schedules, including the days and shifts of work for an employee, and the starting and quitting times each day. The timing of lunch and rest periods will be reflected in the daily routines.

16.08 The Work Schedules will be posted at least two (2) weeks before being effective.

16.09

- (a) It shall be the responsibility of the employee to consult the posted work schedule.
- (b)
 - (i) It is understood that in the normal course, once the work schedule is posted, the Villa shall not change the posted days and shifts of work of an employee without the employee's consent, which consent shall not be unreasonably withheld by the employee.
 - (ii) It is understood that (i) does not apply in circumstances of layoff, or in extenuating circumstances where the change in the posted schedule is necessary for resident care. In such cases, changes to the posted work schedule required by the Villa shall be brought to the attention of the employees as soon as possible.
- (c) It is understood that (a) and (b) do not apply where the change in an employee's posted schedule arises due to another employee returning from a leave of absence with short notice, as herein provided.

It is understood that employees returning earlier than anticipated from a leave of absence other than illness or WSIB leaves are to provide at least two (2) weeks notice prior to returning. Employees returning from illness leave or WSIB are to notify the Villa by no later than noon (12 pm) on the day prior to the day that the employee is seeking to return. At the time of notification, the employee will be required to provide medical documentation indicating their fitness to return to work. Where the employee provides the minimum notice and the villa has already replaced the employee's shifts beyond the notice period, the shifts of the replacement employees will be cancelled. Such cancellation will not be a violation of the Collective Agreement and the Villa will not be liable to the replacement employees for compensation for the cancelled shifts.

If an employee provides less than the required minimum notice, as applicable, and replacements have already been scheduled for the shifts falling within the required two (2) week notice period, (or, for WSIB or illness, the notice period provided for above), the shifts of the replacements will not be cancelled, and the returning employee will not be scheduled for those shifts. The Villa will not be liable for compensation to the returning employee for the said shifts.

16.10 The Villa will not schedule full-time employees to work split shifts.

- (a) Employees will be allowed to trade or give away shifts, that is a mutual exchange or give away shifts, with another employee of their own classification, with the prior approval of their Department Manager or designate. Such request will be in writing, dated, signed, and co-signed by the employee willing to exchange shifts, and submitted for approval at least two (2) business days prior to the exchange. For the purposes of this Article, business days excludes Saturdays, Sundays and holidays. Such approval shall not be unreasonably withheld.

- (b) It is understood that any such change initiated by the employee and approved by the Department Head or designate shall not result in overtime compensation or any increased cost to the Villa or in any other claims on the Villa by an employee or by the Union under the terms of this Agreement.

16.11 An employee will obtain permission from their Department Manager or designate before leaving work prior to their scheduled quitting time.

16.12 Restructuring of Master Staffing Line Schedules

The Employer will make every reasonable effort to provide the Union with 60 days advance written notice of any restructuring of the Master Staffing Schedule for the bargaining unit and will meet with the Union to review the restructuring and its impact on employees in the bargaining unit. It is understood that this provision does not apply to proposed layoffs: the notice requirements and process for layoffs is governed by the provisions of Article 14 of the collective agreement.

Where the Villa restructures the Master Staffing Schedule, the Villa will provide the Union Chairperson with a copy of the revised Master Staffing Schedule.

Article 17. PREMIUM PAYMENT

17.01 The regular straight time hourly rate of pay is that prescribed in the wage schedule of the Collective Agreement.

17.02

- (a) Overtime shall be paid for all hours worked in excess of seven and one-half (7½) hours in a day, exclusive of the unpaid meal period, and/or seventy five (75) hours biweekly, exclusive of unpaid meal periods, at the rate of one and one-half (1½) times the employee's regular straight time hourly rate of pay. All overtime must be authorized in advance by the Villa. The Villa and union agree that shift trades and/or giveaways will not trigger overtime entitlement.
- (b) It is understood that St. Joseph's Villa and Villa St. Gabriel Villa are separate corporate entities. The parties agree that the hours that an employee works at one site will not be combined, aggregated, or added together in any manner with the hours worked at the other site for the purpose of determining entitlement to overtime or premium payment. Entitlement to overtime or premium payment will be determined at each site separately, based solely upon the hours worked by the employee at the specific site.

17.03 A full-time employee who is absent on paid time on scheduled work days because of sickness or holidays or vacation, or who is absent on scheduled work days because of union leave under Article 15.05, shall be considered as if the employee had worked the employee's scheduled hours during such absence for the calculation of eligibility for overtime.

17.04 If an employee works in excess of twelve (12) hours in a single day, the employee shall be provided a meal by the Villa.

17.05 In the event that the Villa requires overtime to be worked, the Villa will offer the overtime to the employees within the classification who are on shift in order of seniority. In the event no employee voluntarily accepts the overtime work, the Villa will assign the overtime work to employees within the classification who are on shift in the reverse order of seniority.

17.06 Daylight Savings Time

During the changeover from Daylight Savings Time to Eastern Standard Time, or vice-versa, an employee shall be paid for the hours actually worked at straight time wages.

17.07 Weekend Shift Premium

An employee shall receive a shift premium of sixty cents (\$0.60) per hour for each hour worked between 1500 Friday and 0700 Monday.

First weekend following September 15, 2020, an employee shall receive a shift premium of sixty five cents (\$0.65) per hour for each hour worked between 1500 Friday and 0700 Monday.

First weekend following April 1, 2021, an employee shall receive a shift premium of seventy cents (\$0.70) per hour for each hour worked between 1500 Friday and 0700 Monday.

First weekend following April 1, 2022, an employee shall receive a shift premium of seventy-five cents (\$0.75) per hour for each hour worked between 1500 Friday and 0700 Monday.

17.08 Minimum Reporting Allowance

If an employee reports for work at the employee's scheduled time and no work is available, such employee will be paid a minimum of four (4) hours pay at the employee's regular straight time hourly rate of pay, provided that the employee has not previously received notification orally or in writing from their Department Manager of designate not to report.

This minimum reporting hours of work or allowance does not apply and is not payable in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Villa, nor shall it apply to employees returning to work without required notice after absence.

17.09 Overtime premiums or other premiums shall not be duplicated nor pyramided.

17.10 Where the employer offers an employee a call-in shift within one-half (1/2) hours of the starting time of the shift and the employee commences work within (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided the employee completes the shift for which the employee was called in.

Article 18. HOLIDAYS

18.01

- (a) All employees who otherwise qualify hereunder shall receive the following paid holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day (July 1st)
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	

18.02

- (a) In order to be eligible for a paid holiday, an employee must have worked the employee's last scheduled shift immediately preceding, and the employee's first scheduled shift immediately following, the holiday, unless the employee is on vacation or is absent due to an illness or injury confirmed by a physician's certificate, if requested. Employees shall not be entitled to holidays with pay which fall during the period of WSIB, or an unpaid leave of absence over thirty (30) days.

All employees who are absent as a result of legitimate illness or accident and meet eligibility requirements under the Employment Standards Act will be eligible for the holiday(s) during the illness or accident.

- (b) An otherwise eligible full-time employee who is scheduled to work on one of the designated holidays but does not report to work and work as scheduled, shall forfeit their holiday pay for the particular holiday unless absent due to illness or injury which is confirmed by a physicians' certificate, if requested.

18.03 A part-time employee who works on any of the designated holidays listed in 18.01 shall be paid at the rate of one and one-half times (1.5 X) their regular straight time rate of pay for all hours worked on the holiday.

18.04 Full-time employees who are required to work on any of the above listed holidays shall be paid at the rate of time **one and one-half times (1½ X)** their regular straight time rate of pay for all hours worked on such holiday. In addition, all employees who have qualified in accordance with 18.02 will be granted either:

- (a) holiday pay, or

- (b) a lieu day off with pay, to be taken within thirty (30) days before or ninety (90) days following the holiday on a day mutually satisfactory to the employee and Department Manager.
- (c) It is understood that the employee must advise the Villa whether the employee elects a) or b) in writing at least seven (7) calendar days prior to the holiday. If the employee elects b) they must at the same time advise the Villa of the date(s) upon which they request to take the lieu day. Where the employee fails to so advise the Villa the employee will be paid holiday pay for the holiday. Where the employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the villa the cost of the holiday pay and any attendant benefit costs. The Villa will recover the holiday pay by reducing the employee's pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.

18.05 Where a holiday falls on a full-time employee's scheduled day off and the full-time employee qualifies for holiday pay in accordance with Article 18.02, the full-time employee will be paid holiday pay or will be granted a lieu day off with pay to be taken within thirty (30) days before* or ninety (90) days following the holiday on a day mutually satisfactory to the employee and the Villa.

The same rules with respect to employee seven (7) day advance notification of the employee's election to be paid holiday pay or take a lieu day as provided for in Article 18.04 apply.

Where the employee takes a lieu day before the holiday and does not subsequently qualify for the holiday, it is agreed that the employee will owe the Villa the cost of the holiday pay and any attendant benefit costs. The Villa will recover the holiday pay by reducing the employee's pay for the pay period in which the holiday falls or by otherwise reducing monies owing the employee.

18.06 A shift that begins or ends during the twenty-four (24) hour period on the calendar day of the above holidays, where the majority of hours of the shift fall within the calendar day of the holiday shall be considered a holiday shift and work performed on that shift shall be considered work performed on the holiday.

18.07 Except with the consent of the employee, the Villa will endeavour to schedule employees **up to** three (3) consecutive days at either Christmas or New Year's, subject to the Villa being able to satisfy its staffing requirements. One of the three consecutive days will be Christmas Day or New Year's Day as applicable. The choice of Christmas or New Year's shall be in accordance with seniority. The Employer will post a memo on September 23rd directing employees to submit their request on the appropriate form by October 7th for either Christmas or New Year's. The Employer shall inform employees who submitted their request by October 7th whether their request was approved or denied by November 7th. It is agreed that the normal scheduling provisions shall not apply during the period of December 15th - January 8th.

18.08 If the Employer is unable to comply with the dates above, they will give the Union notice.

Article 19. VACATION

19.01 The vacation year is from January 1st to December 31st. The date for determining a full-time employee's seniority for purposes of vacation entitlement is December 31st of the year prior to the year in which the vacation is to be taken.

19.02 Gross earnings for vacation pay calculations for each full-time employee for any given year shall be based on the previous year's taxable earnings (excluding taxable benefits) from the employee's previous year's T4 slips.

19.03 Full Time Employees

All full-time employees shall receive vacation with pay based on length of full-time continuous seniority.

- (a) A full-time employee who has less than one year of continuous seniority as of December 31st shall receive one (1) day (7.5 hours) of vacation time for each full month of seniority to a maximum of ten (10) days, to be taken in the following vacation year. In addition, the employee is entitled to vacation pay in the amount of four percent (4%) of the previous year's gross earnings, to be paid at the time the vacation is taken.
- (b) A full-time employee who has one (1) or more years of continuous seniority but less than four (4) years of continuous seniority as of December 31st shall receive two (2) calendar weeks of vacation time, to be taken in the following vacation year. In addition, the employee is entitled to vacation pay in the amount of four percent (4%) of the previous year's gross earnings, to be paid at the time the vacation is taken.
- (c) A full-time employee who has four (4) or more years of continuous seniority but less than nine (9) years of continuous seniority as of December 31st shall receive three (3) calendar weeks of vacation time, to be taken in the following vacation year. In addition, the employee is entitled to vacation pay in the amount of six percent (6%) of the previous year's gross earnings, to be paid at the time the vacation is taken.
- (d) A full-time employee who has nine (9) or more years of continuous seniority but less than eighteen (18) years of continuous seniority as of December 31st shall receive four (4) calendar weeks of vacation time, to be taken in the following vacation year. In addition, the employee is entitled to vacation pay in the amount of eight percent (8%) of the previous year's gross earnings, to be paid at the time the vacation is taken.

- (e) A full-time employee who has eighteen (18) years or more of continuous seniority as of December 31st shall receive five (5) calendar weeks of vacation time, to be taken the following vacation year. In addition, the employee is entitled to vacation pay in the amount of ten percent (10%) of the previous year's gross earnings, to be paid at the time the vacation is taken.
- (f) Vacation pay for full-time employees will be paid with their regular pay when they take vacation.
- (g) Vacation hours remaining for use in the current vacation year will be shown on the employee's bi-weekly pay stub.

19.04 Part-Time Employees

All part-time employees shall receive vacation with vacation pay based on length of continuous service.

- (a) A part-time employee who has less than one (1) year of continuous service as of December 31st shall receive one day of vacation time for each full calendar month of employment, to be taken in the following vacation year to a maximum of ten (10) days. In addition, the employee shall be entitled to vacation pay in the amount of four percent (4%) of their current gross earnings.
- (b) A part-time employee who has completed seventeen hundred (1700) hours or more of continuous service but less than sixty-eight hundred (6800) hours of continuous service shall receive two (2) calendar weeks of vacation time, to be taken in the following vacation year. In addition, the employee shall be entitled to vacation pay in the amount of four percent (4%) of their current gross earnings.
- (c) A part-time employee who has completed sixty-eight hundred (6800) hours or more of continuous service but less than fifteen thousand three hundred (15,300) hours of continuous services shall receive three (3) calendar weeks of vacation, to be taken in the following vacation year. In addition, the employee shall be entitled to vacation pay in the amount of six percent (6%) of their current gross earnings.
- (d) A part-time employee who has completed fifteen thousand three hundred (15,300) hours or more of continuous service but less than thirty thousand six hundred (30,600) hours of continuous service shall receive four (4) calendar weeks of vacation time. In addition, the employee shall be entitled to vacation pay in the amount of eight percent (8%) of their current gross earnings.
- (e) A part-time employee who has completed thirty thousand six hundred (30,600) hours of continuous service shall receive five (5) calendar weeks of vacation time. In addition, the employee shall be entitled to vacation pay in the amount of ten percent (10%) of their current gross earnings.

19.05 Annual wage rates for vacation

A full-time employee's vacation pay for a vacation year commencing January 1st will be based upon the employee's gross earnings from the previous year (excluding taxable benefits) multiplied by the percentage entitlement as of December 31st, then divided by the number of hours of vacation entitlement also determined as of December 31st.

By January 31st each year, the Employer will calculate each full-time employee's hourly vacation rate for all vacation time to be taken in the upcoming vacation year from January 1st to December 31st and advise the employee in writing of both the rate and the number of vacation hours available. The hourly rate shall be determined as follows:

$$\frac{[(T4 \text{ Box } 14) - (T4 \text{ Box } 40)] \times \% \text{ entitlement}}{\# \text{ hours of vacation entitlement at Dec 31st}} = \text{hourly vacation rate}$$

(i) Where:

- T4 Box 14 is the gross earnings reported on the previous year's T4 slip, and
- T4 Box 40 is the taxable benefits reported on the previous year's T4 slip

19.06 It is understood that the calculated hourly pay rate will not necessarily reflect the employee's actual wage rate and is only used for vacation pay purposes.

A part-time employee who transfers to a permanent full-time position shall be entitled to vacation with pay in the next vacation year based on their full-time service (determined by Article 12.02) as of December 31st and following the calculations in 19.05 above, but only on the employee's gross earnings from the point in which the employee commenced work in the full-time position. Any monies remaining in the employee's part-time vacation accrual bank at the time of the status change to full-time will be paid out. Accordingly, the hourly rate shall be determined as follows:

$$\frac{[(T4 \text{ Box } 14) - (T4 \text{ Box } 40) - E1] \times \% \text{ entitlement}}{\# \text{ hours of vacation entitlement at Dec 31st}} = \text{hourly vacation rate}$$

(i) Where:

- T4 Box 14 is the gross earnings reported on the previous year's T4 slip,
- T4 Box 40 is the taxable benefits reported on the previous year's T4 slip
- E1 is the gross part-time earnings up to the point of transfer to full-time status

Each year thereafter shall be calculated as a full-time employee under section 19.05

19.07 Part Time employees will be paid accrued vacation pay once per year in June based on their previous year's gross earnings

A part time employee may indicate in writing prior to March 31st that they wish their payment for that year to be made at their scheduled time. The part time employee must then provide four (4) weeks written advance notice to request payment of accrued entitlements during their scheduled vacation time.

Any remaining vacation pay will be paid out in the December pay-out.

19.08 An employee must take their vacation entitlement and cannot waive vacation entitlement to draw double pay. Employees who have been employed for more than one year must take at least two (2) calendar weeks of vacation time off each vacation year in accordance with the provisions of the "Employment Standards Act."

19.09 Vacation shall not normally accumulate from year to year or be carried over from one year to the next. Consideration will be given to extenuating circumstances where a full-time employee has been unable to schedule their vacation where the Employer has not approved any vacation requests. A maximum of two weeks may be carried over in such circumstances, and the balance, if any will be paid out as set out below. The carry over dollars will be added to the next years' banks. Requests for vacation carryover must be submitted by November 7th

If an employee is on leave November 7th, the employee will inform payroll on the day they return of a request to carryover vacation . The employer will respond with the pay period, consistent with 19.09. Absent such request, the vacation will be paid out.

Otherwise, vacation monies remaining at the end of a vacation year on December 31st will be paid out to the employee at the end of the first full pay period following the January 1st commencement of the new vacation year. Vacation paid out in this manner will be deemed to have been taken.

19.10

- (a) Subject to the following, the choice of vacation period for those employees who have submitted their requests in a timely fashion shall be based on the selection of the employees within the classification in accordance with their bargaining unit seniority, but shall be finally determined by the Department Manager or designate having due regard to the proper operation of the facility and the Villa's staffing requirements.

It is however agreed that an employee shall not be entitled to take more than four (4) weeks of vacation entitlement during peak vacation periods.

During peak vacation periods, employees requesting full week blocks of vacation (that is, seven (7) consecutive calendar days in a block) will be given preference over employees requesting less than one week of vacation.

- (b) Except for vacation requests for the peak vacation periods, employees must submit their requests for vacation at least seven (7) days in advance of the posting of the schedule in which the requested vacation falls. Requests submitted by this deadline shall be considered according to seniority. **When the vacation request is crossing two (2) pay periods, this request must be considered as a whole and request to be submitted back to employee with a decision.** Requests submitted after this deadline or after a schedule has been posted shall be considered on a first-come-first-served basis.

- (c) By March 15th, the Employer will post a memo directing employees to submit their vacation time off requests on the appropriate form by April 1st for the summer peak vacation period of June 15th to September 15th. In cases where workers have requested a full week blocks of vacation which the Employer is unable to approve, the Employer shall discuss alternative vacation dates with them. By April 30th, the Employer shall inform the employees who submitted their vacation requests by April 1st whether their requests were approved or denied.

Employees who file a timely request by April 1st will receive priority for their vacation requests according to seniority, as based on the March 15th seniority list. Where an employee's vacation requests could not be accommodated, all of their subsequent vacation requests for the same peak vacation period shall receive priority over any other employee who failed to submit their requests according to the submission deadline. An employee submitting such a late request cannot utilize their seniority to displace any employee who submitted such a timely request.

- (d) It is agreed that the choice of vacation and vacation scheduling shall be site specific, meaning that St. Joseph's Villa and Villa St. Gabriel Villa will determine vacation requests separately based on site operational and staffing requirements and the seniority of staff at the specific site.

19.11 Vacations – Interruption

- (a) Where a vacationing employee or an employee about to commence vacation becomes seriously ill or injured, requiring the employee to be an inpatient in a hospital, the period of such illness or injury shall be considered sick leave provided that the employee provides satisfactory documentation of the hospitalization.

Where the employee is discharged from the hospital and is still seriously ill or injured requiring the employee to receive ongoing medical care and/or treatments resulting in the employee being confined to their residence or to bed rest, the period of such serious illness or injury will be considered sick leave provided the employee provides satisfactory medical documentation of the ongoing need for medical care and confinement.

- (b) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

- (c) Where a family member as defined by (d) below of a vacationing employee or of an employee about to commence vacation becomes seriously ill as defined by (d) below, the employee may elect to deem that portion of vacation for which the family member is seriously ill as unpaid emergency leave and such emergency leave will not be counted against the employee's vacation credits. In the event that the employee requests further leave beyond the expiry of their vacation to care for the employee's seriously ill family member, the employee may apply for a personal leave in accordance with Article 15.01.
- (d) For the purposes of (c), a family member is defined as the employee's spouse, a child of the employee who is living as a member of the employee's household and is dependent on the employee for care, or a parent of the employee who is living as a member of the employee's household and is dependent on the employee for care.
- (e) A family member as defined in (b) above will be considered seriously ill where, and for the period in which, the family member is required to be an inpatient in a hospital. In addition, the family member will be considered to be seriously ill for the purposes of this Article where the family member is discharged from the hospital and is seriously ill requiring ongoing medical care and/or treatments resulting in the family member being confined to the employee's residence or to bed rest.

19.12 The Villa will provide an employee with a vacation pay advance of their earned vacation pay in the following circumstances only:

- (a) the employee is planning a vacation outside of Canada of at least one week's duration; and
- (b) the employee requests the vacation pay advance in writing at least twenty-one (21) days prior to the requested vacation pay advance date.

The vacation pay advance will be included in a regular payroll deposit and will not be paid as a separate cheque or separate payroll deposit.

19.13 Vacation on termination

An employee who leaves the employ of the Villa for any reason shall be entitled to receive any unpaid vacation pay which has accrued to the date of the employee's separation.

19.14 Grievances concerning an employee's vacation pay entitlement will be initiated at Step 3 of the Grievance procedure.

Article 20. HEALTH & WELFARE & INSURED BENEFITS

20.01 Sick/Personal Days

Income protection is payable when a full-time employee is absent from work due to legitimate personal illness or injury which is not compensable under the Workplace Safety and Insurance Act, or due to other personal circumstances.

Each employee that has successfully completed their probationary period shall receive up to seven (7) days per calendar year without loss of straight time wages, for those days the employee was scheduled to work but did not attend due to illness or non-compensable injury, or due to other personal circumstances. Any banked sick days may not be carried into the next calendar year. It is understood that payment of income protection, when these credits are used as sick days, is for the sole and only purpose of protecting employees against the loss of income during time of such illness or injury.

It is understood that when these credits are used as personal days, the Employee must submit their request in writing at least seven (7) days in advance of the date requested off. This request will not be unreasonably denied. It is also understood that use of these credits to add on to vacation time taken will not be approved.

20.02

- (a) The Villa shall provide to each person and the Union a copy of the current information booklets for those benefits provided under this Article. It is clearly understood that the Villa's obligation pursuant to this Collective Agreement is to pay its portion of the billed premiums as provided for under this Article. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The Villa will notify the Union if it intends to change the Insurance Carrier at least sixty (60) days prior to implementing a change in carrier).
- (b) The Employer agrees during the term of the collective agreement to contribute towards the premium coverage of participating eligible full-time employees in the active employ of the Employer under the insurance plans set out below subject to the Plan's respective terms and conditions. It is understood that all details respecting eligibility, co-insurances, deductibles, or benefit coverage are governed by the Benefit Plans.

Extended Health Care Benefit

The Employer agrees to contribute 100% of the billed premium costs less the employee's monthly contribution which is set out in the Letter of Understanding Re:

Benefit Premium Payments for an Extended Health Care Plan.

The Extended Health Care Plan includes a Drug Plan. **Effective September 21, 2023** the Vision Care coverage is in the amount of **\$250/24 months**. The cost of eye exams is included in the **\$250** of coverage.

Extended Health Care Plan

The extended Health Care Plan includes limits of eligible expenses for a Massage Therapist. **Effective April 1, 2022**, the Paramedical Services coverage for massage therapy will increase to \$400.00 per calendar year.

The extended Health Care Plan includes limits of eligible expenses for a Physio Therapy. Effective September 21, 2023 Physio Therapy will increase to \$350.00 per calendar year.

Life Insurance

The Employer agrees to contribute 100% of the billed premium costs less the employee's monthly contribution which is set out in the Letter of Understanding Re: Benefit Premium Payments for a Group life insurance plan and AD&D plan providing for coverage of 1X annual earnings to a maximum of \$100,000.00.

Dental Plan

The Employer agrees to contribute 100% of the billed premium costs less the employee's monthly contribution which is set out in the Letter of Understanding Re: Benefit Premium Payments for a Dental Plan.

- (c) Eligible full-time employees will contribute 100% of the billed premium costs towards coverage under a Long Term Disability Plan.

20.03 All present employees enrolled in the St. Joseph's Villa's Pension plan shall maintain their enrolment in the Plan subject to its terms and conditions. New full-time employees and full-employees employed but not yet eligible for membership in the Plan shall, as a condition of employment, enrol in the Plan when eligible in accordance with its terms and conditions. Part-time employees shall have the option, upon eligibility at the end of the probation period, to enrol in the Plan in accordance with its terms and conditions. Part-time employees who opt to not join the Plan shall complete a Pension Plan Waiver form.

Article 21. PART-TIME EMPLOYEE BENEFITS

21.01 A part-time employee shall be paid eight and one-half percent (8.5%) of the employee's straight time hourly rate of pay in lieu of holiday pay, sick pay, fringe benefits, and all health and welfare insured benefits. For part-time employees who are members of the Villa's pension plan, the percentage in lieu of fringe benefits is five and one-half percent (5.5%). This payment will be included on each pay.

Additionally, a part-time employee shall be paid the appropriate vacation pay accrual as outlined in Article 19.01 based on 1700 hours of work equaling one (1) year of seniority.

It is understood that the in-lieu payment does not form part of the straight time hourly rate of pay and will not be included for the purpose of calculating any premium or overtime payments.

Article 22. ILLNESS NOTIFICATION AND CERTIFICATES (APPLICABLE TO ALL EMPLOYEES)

22.01 Medical Certificates

The Villa may request proof of illness or injury in the form of a medical certificate signed by a qualified medical practitioner from any employee where:

- (a) the employee has been absent due to personal illness for three (3) working days or more per occurrence; or
- (b) the employee has been absent due to personal illness on more than three (3) separate occasions, regardless of the length of each illness, in the year; or

- (c) the employee is absent due to personal illness on either their last scheduled shift immediately preceding a holiday or their first scheduled shift immediately following the holiday; or the employee reports ill for their scheduled shift on a holiday; or
- (d) the Villa has reasonable grounds to question the bona fides of an illness requests certification of illness or requires the information to facilitate a return to work; or
- (e) the employee has been absent due to personal illness or injury for seven (7) consecutive working days or more and the Villa needs to verify fitness to return to work.

Where the Villa requires the employee to produce a medical certificate and the medical practitioner charges the employee for the medical certificate, the Villa will reimburse the employee for the cost upon receipt of proof of charge and payment.

22.02 Where the Employer requires the employee to produce a medical certificate as provided for in Article 22.01, such certificate must be signed or stamped by the treating regulated health care practitioner, be dated during the period of illness, include the date of the employee's visit(s) to the practitioner, and must also confirm that the employee was unable to attend at work due to personal health reasons. Medical certificates that do not contain such information shall neither be accepted nor reimbursed. The medical certificate must be submitted immediately upon an employee's return to work. The Employer may request an earlier submission of a medical certificate where the employee has reported that they will be absent for an extended period of time.

22.03 Notification of Illness

The employees understand that they must provide the most notice possible of absence due to personal illness and must notify the Villa prior to the commencement of their shift or work.

Article 23. WAGES

23.01 Wage Schedule

Employees will be paid straight-time wages in accordance with Schedule A, attached to this agreement.

23.02 The Villa agrees that wages will be paid bi-weekly on Friday through direct deposit.

23.03 St. Joseph's Villa and Villa St. Gabriel Villa, as separate corporate entities, operate two separate payrolls. Employees will receive separate pay cheques and separate T4's for hours worked at the respective sites.

23.04 Full-Time to Part-Time Transfers and Vice-Versa

Employees who change their status within the classification from full-time to part-time and vice-versa, will maintain their same level on the salary grid. In addition, an

employee who is so transferred will receive full credit for service accumulated since date of last advancement.

23.05 Temporary Assignment to Higher Paying Classification

Where the Villa temporarily assigns an employee to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit for one shift or more, the employee shall be paid the rate in the higher salary grid that is immediately above their current rate for all hours worked in the assignment.

23.06 Temporary Assignment to Lower Paying Classification

Where the Villa requires an employee, and so assigns an employee, to temporarily perform the duties of a lower paying classification in the bargaining unit the employee shall continue to receive their higher rate of pay

It is further understood that this provision does not apply to employees who wish to be on the call-in list of a lower rated classification and who accept a call-in such lower rated classification.

23.07 Pay Cheque Errors

In the event of an error on an employee's pay where the employee has been underpaid by more than one (1) day's pay, the correction will be made on the same or next day.

23.08 New Classifications

When a new classification in the bargaining unit is established by the Villa or the Villa makes a substantial change to the core functions of the classification, the Villa shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Villa agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Villa and the matter is not resolved following any meeting with the Union, a grievance may be filed at Step No. 3 of the Grievance Procedure within seven (7) calendar days following any meeting.

If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit having regard to the duties and responsibilities involved.

Any change in the rate established by the Villa either through meetings with the Union or by a Board of Arbitration shall be made retroactive to the time at which the new or changed classification was first filed.

Article 24. TECHNOLOGICAL CHANGE

24.01 The Villa will notify the Union two (2) months in advance so far as practicable of any technological or organizational changes which the Villa has decided to introduce which will significantly change the work or skill requirements of employees within the bargaining unit.

The Villa agrees to discuss with the Union the effect of such technological or organizational changes on the work or skill requirements of employees and to consider practical ways of minimizing the adverse effect, if any, upon employees concerned.

Article 25. BULLETIN BOARD

25.01 The Villa shall provide a bulletin board to be used by the employees and the Union in the Villa in the lunchrooms. Any notice must be approved by the Human Resource Department prior to the posting of such notice. Such approval shall not be unreasonably withheld.

Article 26. NOTICE OF ADDRESS CHANGE

26.01 It is the sole responsibility of each employee to keep the Villa fully advised of the employee's current address and telephone number. If the employee fails to do so, the Villa will not be responsible for failure to notify.

Article 27. CHANGES IN AGREEMENT

27.01 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement in accordance with Section 58, Sub-Section 5 of The Labour Relations Act, as it may be amended from time to time, between the Company Villa and the negotiation committee.

Article 28. PRINTING OF COLLECTIVE AGREEMENT

28.01 A copy of this agreement in a mutually agreed form will be issued to each employee now employed and as employed. The cost of printing this agreement shall be equally shared between the Union and the Villa.

Article 29. RESIDENT ABUSE

29.01 The parties agree that the abuse of residents will not be tolerated and that residents have the right to an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of alleged abuse. An employee who has reasonable grounds to believe that resident abuse has occurred must report the matter to their supervisor.

Where an employee is required to leave the workplace while an investigation is carried out in response to a complaint, such time will be with pay for all scheduled hours lost as a result of the absence.

The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the employee will be sent home but no investigative or any other form of meeting with the employee shall take place until the Union chair person or, in the absence of the chair, the unit chair's designate or the President of Local 598, has been advised not later than the next business day, and a meeting with the employee has been

arranged by the parties. Where interviews of witnesses who are members of the bargaining unit are conducted by the employer, the employee may request a union committee person be present during the meeting.

If the employer investigation leads to discipline the discipline will be set out in writing to the employee involved and to the union chairperson.

All investigations will be completed as quickly as possible. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a patient/resident by another employee. The union further agrees to work with the employer to promote an abuse free environment for all residents.

Article 30. RPN RESPONSIBILITY

30.01 RPN's are expected, as part of their regular duties to provide leadership, supervision, guidance and advice to members of the health care team.

30.02 Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of ½ shift, the employee shall receive an allowance of \$1.00 per hour.

Article 31. LOCAL HEALTH INTEGRATION NETWORK SYSTEMS (LHINS) AND RESTRUCTURING

31.01 In the event of health service integration with another service provider the employer and the union agree to meet through the Union/Villa Committee in accordance with the following:

- (a) The employer shall notify affected employees and the union as soon as a formal decision to integrate is taken.
- (b) The employer and the union shall begin discussions concerning the specifics of the integration forthwith after a decision to integrate is taken.
- (c) As soon as possible in the course of developing a plan for the implementation of integration the employer shall notify affected employees and the union of the projected staffing needs, and their location.
- (d) In the event that the integration will result in layoffs, notice of layoffs will be given in accordance with Article 14.


Article 32. DURATION

32.01 This agreement shall remain in effect until March 31, 2025 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement. Such notification will be made within ninety (90) prior to the termination of this agreement, or in any year thereafter.

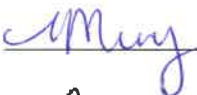
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS


FOR THE UNION




Francine Doria




Donna LeCrawe



Anna



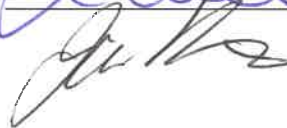
Christine Deguire



J. M. L.



J. C. L.



J. M. L.



E. L.

Appendix A: Wage Grid

***Wage Grid – Effective April 1, 2023 to March 31, 2024**

	START	PROBATION (PT=600hrs)	Year 1 (PT=170 0hrs)	Year 2 (PT=3400 hrs)
Cook	21.84	22.18	22.56	23.27
Cook's Asst.	19.00	19.00	19.75	20.50
ESA	18.00	18.00	19.00	20.00
FSA	18.00	18.00	19.00	20.00
LEA	21.40	21.76	22.12	22.84 <i>om</i>
LLEA	22.02	22.38	22.74	23.46
MSA	18.00	18.00	19.00	20.00
PCA	24.90	25.26	25.62	26.34
PMSA	21.84	22.18	22.56	23.27
RPN	27.52	27.91	28.60	30.63

WAGE GRID - EFFECTIVE April 1, 2024 to March 31, 2025

	START	PROBATION (PT=600 hrs)	Year 1 (PT=170 0hrs)	Year 2 (PT=3400 hrs)
Cook	22.49	22.85	23.24	23.97
Cook's Asst.	19.57	19.57	20.34	21.12
ESA	18.54	18.54	19.57	20.60
FSA	18.54	18.54	19.57	20.60
LEA	22.04	22.41	22.78	23.53
LLEA	22.68	23.05	23.42	24.16
MSA	18.54	18.54	19.57	20.60
PCA	25.64	26.01	26.38	27.13
PMSA	22.50	22.84	23.24	23.96
RPN	28.35	28.75	29.46	31.55

Retroactivity

Retroactivity will be paid to current employees on a separate cheque within three (3) full pay periods of the date of ratification of the Memorandum of Settlement.

RPN Portability of Service

The Employer will recognize recent related experience for purposes of placement of new hires on the RPN wage grid on the basis of one annual increment for each one (1) year of recent related RPN experience service up to the maximum of the grid. Previous part-time RPN recent related experience shall be recognized on the basis of seventeen hundred (1700) hours paid is equal to one (1) year of service. The determination of whether past experience is recent and related shall be at the discretion of the Employer. It shall be the responsibility of a newly hired RPN to claim such recent related experience within sixty (60) days of hire. The newly hired RPN will receive this wage credit recognition effective the date that the RPN provides proof of the prior recent and related experience service.

LETTERS OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA AND VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Scheduling

The Parties agree that the following guidelines will be implemented as soon as practicable after ratification.

The Villa will endeavour to schedule all part-time employees in accordance with the guidelines contained herein.

1. Scheduling will be site specific with the exception of the Secondary Pool.
2. **When preparing a new schedule**, the Villa will distribute **available shifts** (~~call-in shifts~~) amongst the **regular** part-time employees within the classification by seniority, up to forty-five (45) hours biweekly or six (6) shifts biweekly per regular part-time employee.

Once each regular part-time employee within the classification has been scheduled for a **total of forty-five (45) hours** biweekly or six shifts biweekly, the Villa will distribute additional available shifts to the regular part-time employees within the classification by seniority of up to seventy-five (75) hours bi-weekly.

After all regular part-time employees have been scheduled in this manner up to 75 hours, the Villa will distribute the remaining shifts amongst the **no-line part-time employees** within the classification by seniority, up to forty-five (45) hours biweekly or six (6) shifts biweekly per part-time no-line employee.

Once each no-line part-time employee within the classification has been scheduled for a **total of forty-five (45) hours** biweekly or six shifts biweekly, the Villa will distribute additional available shifts to the no-line part-time employees within the classification by seniority of up to seventy-five (75) hours bi-weekly.

When shifts are offered on a call-in basis after the schedule has been posted, these hours will be awarded to the most senior employee who bids for the shift who would not attract overtime.

3. Call-in shifts that are refused or declined by a part-time employee shall count as a "shift worked" for the purposes of the distribution process.
4. It is understood that since there are shifts of varying lengths shorter than the seven and one-half hour shift, the Villa will equalize within the meaning of this Letter as close to the forty-five hours biweekly as possible.
5. It is understood that the Villa cannot assure an equal or equitable total number of scheduled shifts, given such factors as: the total number of shifts that are available to be scheduled for any given posted schedule; the actual dates/times and shifts to be scheduled (ie. days, evenings, nights); the employee's availability for the shifts; conflicts between the shifts that are available and the employee's other scheduled shifts; avoidance of overtime; any scheduling conflicts or violations that may arise if a certain shift(s) is scheduled for a certain employee.
6. The Villa will not be required to schedule or offer a call-in shift to any part-time employee if working the shift would result in overtime or premium pay for the employee. The Villa will "bypass" a part-time employee for any shift that would result in overtime or other premium pay or would result in the violation of a scheduling provision.
7. The parties agree that all part-time employees will be placed on the call-in list for their classification, unless they notify their Department Manager in writing that they choose not to be on the call-in list.
8. In offering extra hours, a notation is to be made on the schedules as to any attempts to reach an employee at home, refusals, answering machines, etc. A reasonable attempt is to be made to reach an employee; however, if after a call is made to a primary and secondary number and the employee is not available or not reached, the next employee is tried until the shift is covered.
9.
 - a) The Secondary Pool shall mean a list of part-time or full-time employees who have indicated in writing an interest in working shifts at the other Villa site (i.e. the site that is not their home site) in classifications for which they are qualified and in which they have already had work experience at one of the Villa sites.
 - b) Where a call-in shift arises at a site and the site has exhausted the call-in procedure in accordance with paragraphs 2 – 8 above and there are not staff at the affected sites who are available to perform the required work without triggering overtime or premium payment or a violation of a scheduling provision, then the Villa may offer the call-in shift, in order of seniority, to staff on the Secondary Pool for whom working the shift will not result in overtime or premium payment (reference Article 17.02) in accordance with the following order:
 - First to part-time employees
 - Then to full-time employees.

c) Where the Villa has been unable to fill the shift at regular straight time hourly rates of pay in accordance with the above and the Villa elects to offer the work as overtime, then the overtime will be offered to employees within the classification in accordance with the following process:

- i. First to full-time employees of the affected site in accordance with seniority;
- ii. Then to part-time employees of the affected site in accordance with seniority;
- iii. Then to part-time employees of the other site who are on the Secondary Pool List, in accordance with seniority;
- iv. Then to full-time employees of the other site who are on the Secondary Pool List, in accordance with seniority.

It is understood that the process set out in i) to iv) above does not apply in the case of overtime that is required at the end of the shift: Article 17.05 applies to overtime required at the end of a shift.


d) Part-time employees on the Secondary Pool List will accrue bargaining unit seniority and will also accrue service based upon their combined hours of work at both sites.


An employee may withdraw their name from the Secondary Pool List at any time by completing and submitting the appropriate form to Human Resources.

DATED AND SIGNED IN SUDBURY, THIS ____ DAY OF _____, 2024.


FOR THE VILLAS


FOR THE UNION


Francine Doria


Mona-Lee Crowe


Phil Chan


Chris Dequiere


J. Wall


J. Wall

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")


Benefits

The parties agree that during the term of the collective agreement the Villas may change benefit carriers provided equivalent benefits are maintained. The Villas agree to provide advance written notice to the union prior to implementation.


DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS


FOR THE UNION

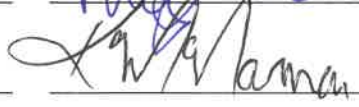


Francine Dorion

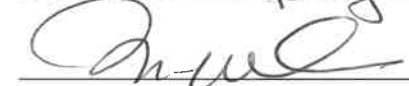


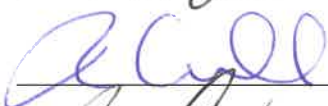
Donna-Lee Crowe

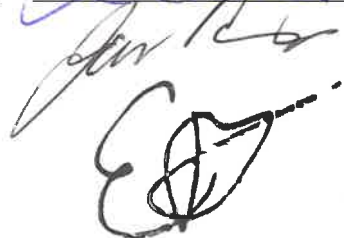




Cherie Deguire







LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Benefit Premium Payments

The parties agree to maintain the current benefit plan for all bargaining unit employees. The parties agree that each covered employee will pay a share of the monthly premium cost in the amount of \$20 per month to March 31, 2025 or renewal of the agreement.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Francine Dorian



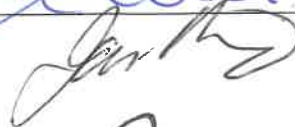
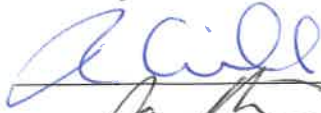
Emma Lee Crooke



Phil Chen

Cheri Deguire

Mr. Weir



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")


Service And Seniority For Negotiating Committee Members

The parties agree that the members of the Union's Negotiating Committee will be credited service and seniority hours for the time spent negotiating a collective agreement on behalf of the bargaining unit.

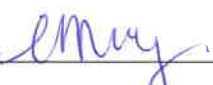
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS


FOR THE UNION

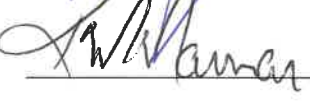


Lorraine Doria





Donna Rae Crowe






Cheri Dequise







LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Harassment Policy In Respect To Unifor Members

a) Policy

Harassment is a form of discrimination that is prohibited by the Ontario Human Rights Code and is a contravention of the Code. Harassment, including sexual harassment, is offensive, degrading and threatening. The Villa and the Unifor do not tolerate any form of harassment. This Joint Policy and Letter apply to circumstances in which one bargaining unit member alleges harassment, as defined by the Ontario Human Rights Code and this Policy, by another bargaining unit member.

Article 5.04 a), and not this Letter, applies to circumstances in which one bargaining unit members alleges harassment, as defined by the Ontario Human Rights Code, by a person other than another bargaining unit member.

b) What is Harassment?

For the purpose of this joint policy, harassment is restricted to any ground prohibited by the Ontario Human Rights Code. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Every person who is a staff member has the right to freedom from harassment in the workplace by the Villa or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, record of offence, marital status, family status, handicap or sexual orientation.

c) Responsibilities

In order to provide for and maintain an environmental free of harassment, the Villa and the Unifor will ensure that:

- All staff members, volunteers and persons with practicing privileges are informed that harassment, including sexual harassment, in the workplace is an offence under the law.
- The Villa and the Unifor will jointly investigate all complaints.
- The Villa is available to discuss questions, concerns or complaints related to harassment with the complainant and the Unifor.
- All staff members have the right to proceed under this policy where applicable without reprisal or threat for having made a complaint in good faith. Harassment may occur as a result of one incident or a series of incidents. The unwelcome comment or conduct does not have to be directed at a specific person for harassment to occur.

The following examples could be considered as harassment but are not meant to cover all potential incidents:

- name calling
- racial slurs or jokes
- mimicking a person's accent or mannerisms
- offensive posters or pictures on paper
- repeated sexual remarks
- physical contact that could be perceived as degrading
- sexual flirtation, advances, propositions
- leering
- comments about a person's sex life
- innuendo, gestures or taunting about a person's body, disability, attire or gender

d) Procedure

The Villa and the Unifor are responsible for:

- advising a complainant when this policy applies;
- providing education regarding harassment;
- clarifying options available;
- identifying and assisting complainants in obtaining counselling;
- facilitating in the resolution process, and
- informing the complainant of their right to file a formal complaint with the Human Rights Commission, appropriate professional governing bodies, union or charges under the criminal Code.

In addition, the Villa and the Unifor will inform the complainant that they have the right to withdraw from any further action in connection with the complaint at any stage. To the extent possible, all complaints will be held in confidence, except as such disclosure may be necessary in the joint investigation process or grievance/arbitration proceedings.

- (i) All complaints of harassment (or retaliation for having brought forward a complaint of harassment) are to be brought to the attention of the Villa and the Unifor. They may be either verbal or in written form.

- (ii) The Villa and the Unifor will document the complaint and the individual will be informed of their rights.
- (iii) The Villa will bring the matter to the attention of the person responsible for the conduct of harassment and attempt to resolve the matter informally.
- (iv) If the harassment continues to occur, the respondent will be informed in writing of the allegations and a copy of the policy will be included.
- (v) The respondent and/or delegate will be given an opportunity to respond to the allegations either orally or in writing.
- (vi) An internal resolution will be attempted between the complainant and respondent by the Villa and the Unifor.
- (vii) Where the joint investigation results in a finding that the complaint of harassment is substantiated, the outcome of the investigation and any disciplinary action will be recorded in the personnel file of the respondent.
- (viii) The complainant will be informed of the outcome of the joint investigation undertaken by the Villa and the Unifor
- (ix) At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 2 of the grievance procedure for resolution.
- (x) In the event that the complaint is not resolved by the parties at Step 2 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the Collective Agreement.
- (xi) The parties agree that this procedure is an alternative complaint procedure and, as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Lianeine Socia



Donna Lee Crowe



Phil Carr



Chris Seguin



J. M. O.



J. M. O.



J. M. O.

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")


Domestic Violence

The parties hereby recognize and share the concern that **victims** uniquely face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. A **person** who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of the Villa, the Union and the affected employees and will not be utilized by the Union or the employees to subvert the application of otherwise appropriate disciplinary measure.

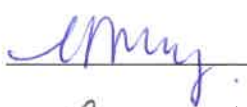
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS


FOR THE UNION

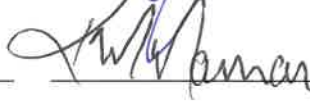


Lianeine Dorian




Monna Lee Crowe



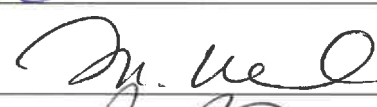


John Maman

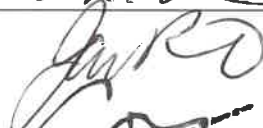
Cheri Seguire




A. Cille



M. He I



J. R. O



E. S. I

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
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CMI or RAI/MDS Results

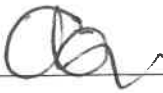
Recognizing the mutual objective of quality resident care, the Villa agrees to meet with the Union through the Union/Company Committee as soon as practical after the receipt of their annual CMI or RAI/MDS results.

The purpose of this meeting is to discuss the impact of the CMI or RAI/MSS on any potential changes to the staffing levels in the facility, as well as to discuss the impact of the CMI or RAI/MDA on quality resident care, and to provide the Union with an opportunity to make representation in that regard.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION


Lianeine Dorion
CMury
Loma Lee Acove

Chen Deguino
Philip Chen
M. Amen
J. Mc
R. Gull
J. Gull
E. Gull

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Unifor Education Fund

The Villa agrees to contribute \$2500 per annum to the Union for the purposes of upgrading the employee skills in all aspect of trade union functions.

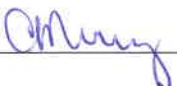
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Francine Dorian



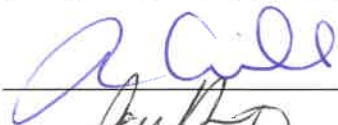
Monica Crave



Colin Degen



J. W. Homan



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Workfare Programs

The parties agree that the Villa will not participate in Workfare programs if such participation results in the layoff or reduction of hours of any bargaining unit member.

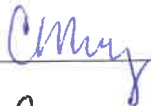
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Francine Doria



Donna-lee Crowe



Chris Seguire

Dr. Wal.



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")


Flow Through Of Additional Funding For Wages

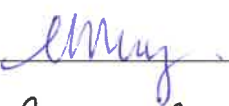
The parties agree that in the event additional funding for specific classifications is provided to the Villa during the term of the collective agreement the Villa may distribute these funds to the relevant employees in accordance with the funding terms and conditions. The Villa agrees to provide the union with written notice prior to implementation.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.


FOR THE VILLAS

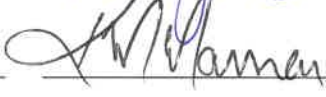
FOR THE UNION




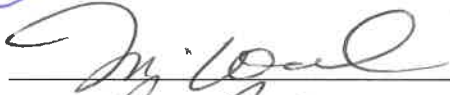
Lorraine Dorian



Donna Lee Crowe






Cheir Dequire








LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Environmental Service Assistant (Esa) / Maintenance Services

Assistant (Msa) Scheduling

This Memorandum of Agreement shall be part of the Collective Agreement between the Villas and the Union to set out the implementation process and the terms and conditions regarding scheduling in the Environmental Services Department that will apply to the Environmental Services Assistant (ESA) and Maintenance Services Assistant (MSA) classifications.

- I. The Villa and the Union agree to the following:
 - A. Where vacant shifts are available in the Environmental Services Department in either the ESA or MSA classifications, they will first be offered to workers within the respective classification in accordance with seniority rights and the established Scheduling Guidelines, providing that the workers have the appropriate skills, knowledge, training and expertise to perform the required work.

B. If the shift is not filled by a worker from within the classification, the shift will be offered to workers from the other classification in accordance with seniority rights and the established Scheduling Guidelines, providing that the workers have the appropriate skills, knowledge, training and expertise to perform the required work.

C. A worker may elect, in writing, that they do not wish to be trained or called for available shifts in the other classification. In the event of such an election the worker will not be eligible for shifts under item B.

D. Part-time workers will be encouraged to participate in job training to qualify them for work in laundry, housekeeping, and maintenance roles within the Department if they so choose. Training will be offered to interested staff in order of seniority as soon as is practicable.

Either party may terminate this agreement upon the provision of three (3) months advance written notice.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



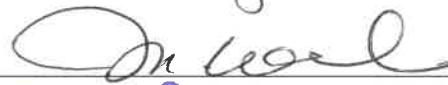
Francine Dorian



Donna-Lee Crowe



Chief Deguire



J. Cull



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
hereinafter called the "Union")

Layoffs

In the event that the Employer reduces PSW staffing on the evening shift at St. Joseph's Villa during the period up to March 31, 2025, the Employer will make every reasonable effort to reduce the staffing from the 5.5 hour evening positions prior to reducing staffing from the 7.5 hour evening position, and similarly, will make every reasonable effort to reduce the staffing from the two newly created 5.5 hour evening positions at Villa St. Gabriel Villa prior to reducing staffing from the 7.5 hour evening positions at Villa St. Gabriel Villa.

This Letter of Understanding expires on **March 31, 2025**.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Francine Doria



Louise Lee Crowe



Chris Deguire



M. D.







LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Contract Laundry And Dietary Services For Continuing Care Centre /Clarion/And Or Other

Whereas St. Joseph's Continuing Care Centre has provided notice to the existing dietary and laundry services contractor of the termination of the contract;

And Whereas St. Joseph's Continuing Care Centre has contracted with St. Joseph's Villa/**Villa St. Gabriel's Villa** to provide dietary and laundry services for St. Joseph's Continuing Care Centre, commencing by July 1, 2012 or earlier if possible;

And Whereas St. Joseph's Villa /**Villa St. Gabriel's Villa** has entered into the contract with St. Joseph's Continuing Care Centre as an independent contractor to provide and deliver the dietary and laundry services at St. Joseph's Continuing Care Centre;

The parties agree as follows:

1. St. Joseph's Villa /**Villa St. Gabriel's Villa** will employ employees to provide the laundry and dietary services for St. Joseph's Continuing Care Centre. These employees are employees of St. Joseph's Villa /**Villa St. Gabriel's Villa** and are not employees of St. Joseph's Continuing care Centre or the "Hospital". Accordingly, these employees fall within the scope of the Union's bargaining unit at St. Joseph's Villa /**Villa St. Gabriel's Villa** and will be governed by the terms of the conditions of the collective agreement between St. Joseph's Villa and Unifor.

2. The employees of St. Joseph's Villa who provide laundry and dietary services for St. Joseph's Continuing Care Centre will be required to perform some of their duties and responsibilities on the St. Joseph's Continuing Care Centre premises. The performance of such duties on the premises of St. Joseph's Continuing Care Centre premises does not affect or alter in any manner their status as employees of St. Joseph's Villa/Villa St. Gabriel's Villa.

3. St. Joseph's Villa /Villa St. Gabriel's Villa will ensure that the employees who are performing dietary services for the patients of St. Joseph's Continuing Care Centre receive appropriate orientation and training, as may be required.


4. St. Joseph's Villa /Villa St. Gabriel's Villa and St. Joseph's Continuing Care Centre are separate employers. St. Joseph's Villa and St. Joseph's Continuing Care Centre are not related or common employers within the meaning of the Labour Relations Act or The Employment Standards Act or any other statute or for any labour or employment purposes.

5. St. Joseph's Villa /Villa St. Gabriel's Villa acknowledges that St. Joseph's Continuing Care Centre retains all rights to terminate its contract for laundry and dietary services with the Villa and may enter into contracts for laundry and dietary services with other contractors. In the event that St. Joseph's Continuing Care Centre terminates its contract with St. Joseph's Villa /Villa St. Gabriel's Villa for the delivery of the laundry and dietary services, the Layoff and Recall provisions of the collective agreement will apply to the affected employees of St. Joseph's Villa/Villa St. Gabriel's Villa.


DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION




Lorraine Dorian




Mary

Doreen Lee Brown




Phil


Chris Deguire



Phil

M. A. O.





LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Working Short


The parties agree to meet through the Labour Management Committee during the currency of this collective agreement (i.e. the collective agreement which expires on March 31, 2025) for the purposes of discussing the issue of employees 'working short'. The purpose of these meetings will be to review and discuss reasons that may be contributing to "working short" and to discuss constructive measures that may assist in alleviating the frequency of employees working short and the workload impact on employees of working short.

To provide meaningful information to the committee, the Employer agrees to track the number of shifts that employees work short. The Employer will share this data with the Labour Management Committee.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS


FOR THE UNION




Lorraine Doria



John Manna



Lorraine Doria



Chris Deguire

Lorraine Doria



John Manna



John Manna

LETTER OF UNDERSTANDING

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UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Awareness Of Women's Issues

The Employer recognizes and shares concern with the Union with respect to the unique challenges that women may face in their personal lives including situations of violence or abuse. The Employer will support awareness of issues of particular significance for women. The Employer will invite the Union to share information as to the services that the Union can provide in assisting women confronting these challenges.

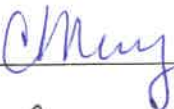
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Lianeine Doria



Mary Lee Crowe



Philip Deguire



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

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(hereinafter called the "Union")

Service Agreement Disclosure

The Employer shall upon entry into the Service Agreement or the Service Accountability Agreement with the Ministry of Health and Long Term Care or the Local Health Integration Network (LHIN), or its replacement, in respect of residents cared for by members of this bargaining unit and provide a copy as otherwise posted in the Home of such agreements to the Union.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Lianeine Davis



Donna Lee Crowe



Chris Dequire







LETTER OF UNDERSTANDING

Between:

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and

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(hereinafter called the "Union")

Health And Welfare Benefits – Enrolment

I. An employee, who chooses to opt out of any Health and Welfare benefits outlined in this Article, shall be entitled to enrol in the benefits under any one of the following conditions:

- A. A life changing event, such as divorce or death of a spouse;
- B. When an employee transfers from a part time classification to a full time classification.

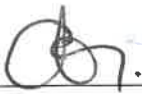
II. In addition to the above, where an employee's spouse loses their benefits, an employee shall be entitled to enrol for Extended Health and Dental benefits and Dependent Life, provided that they do so within thirty-one (31) days from the date their spouse lost their benefits, or the employee and/or dependents will be subject to medical underwriting.

NOTE: It shall be the joint responsibility of the Employer and the employee to ensure that if the employee wishes to participate, the employee will sign the appropriate enrolment documents in a timely fashion. Employees who opt out of benefits will do so in writing on a form provided by the Employer.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



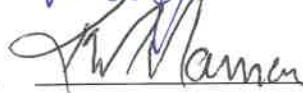
Lorraine Dorian



Dawn Le Crave



Chris Daguino



Phil Chen





LETTER OF UNDERSTANDING

Between:

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(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Police Record And Vulnerable Sector Checks

Police record and vulnerable sector checks for employees that may be required by the Employer pursuant to policy or provincial legislation will be paid by the Employer. It is understood that this provision does not apply to pre-employment **police record and vulnerable sector checks**, and that any employee subsequently hired would not be eligible for reimbursement for any related costs.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION

Alh.

Lance Dorian

Ammy

Doreen Lee Crowe

Chen Deguire

Philip Chur

J. Maman

M. Paul

A. Cull

J. Maman

E. J. Paul

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
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and

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(hereinafter called the "Union")

Health And Insurance Benefits - Post Age 65 Coverage

Full-time employees who continue to be employed past age 65 shall receive payment in lieu of benefits in accordance with Article 21.01.

Where legislation prohibits the employee from participating in the Pension Plan because of age the in lieu will be increased to the level noted in Article 21.01.

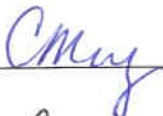
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION





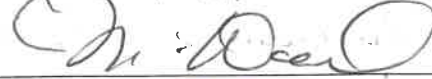
















LETTER OF UNDERSTANDING

Between:

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(hereinafter called the "Union")



Record Of Notification (Education Policy)



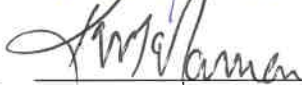


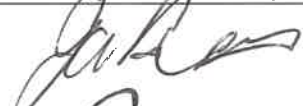

The Employer has advised the Union that the Employer is in the process of developing a corporate Education Policy which may include opportunities for education assistance to employees. The Employer will provide the Union with a copy of the Education Policy once it has been completed.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION


Francine Dorion

Donna-Lee Crowe


Chris Deguire

Philip Chen

[illegible]

A. C. [illegible]

[illegible]

[illegible]

[illegible]

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Electronic Messaging For Scheduling

The Parties are in agreement with respect to the following:

- The interests of the residents and the staff are best served when the staffing complement is complete; and
- Efficiency of the call-in process is a priority; and
- The language of the collective agreement with respect to seniority and shift allocation must be followed when offering shifts after a schedule has been posted.
- This Letter of Understanding is intended to amend the process set out in #8 in the Letter of Understanding Re: Scheduling and should the parties cease using Avochato (or a similar call-out system) or should an agreement not be reached on a replacement, the parties shall revert back to the process for call-ins set out in #8 in the Letter of Understanding Re: Scheduling.

Accordingly, the Villa has identified a need to introduce an electronic system, provided by Avochato (or a similar call-out system), to use for call-in shifts only. The following is understood:

- 1) This system will not change the current scheduling practices and is in no way an endorsement by the union for any other scheduling system, electronic or otherwise, which is not already established under the terms of collective agreement. Bi-weekly schedules will continue to be posted in accordance with the collective agreement.
- 2) The system will expedite the call-in process by sending electronic text message or similar to bargaining unit employees to advise of available shift(s). The messages will include information about the available shift(s) and provide instructions regarding call back deadlines and the contact person to call if the bargaining unit employee is interested in taking the shift(s).
- 3) All part-time bargaining unit employees will receive offers for shifts at regular rates. Where the shift remains vacant and overtime is to be paid, all full-time bargaining unit employees, those part-time bargaining unit employees who are in temporary full-time positions and those part-time bargaining unit employees who are in overtime position will receive an electronic message.

- 4) The Schedulers or the Registered Nurse will continue to contact bargaining unit employees directly on the floor who are working at the time a call goes out to advise them of shift opportunities if the response deadline is during their shift.
- 5) All bargaining unit employees responding to this electronic system for call-ins shall respond as instructed to indicate their willingness to accept the shift, and the Schedulers or the Registered Nurse shall be responsible for assigning the shift in accordance with the terms of the collective agreement and Letter of Understanding re: Scheduling.
- 6) Reports will be provided to the Union monthly, or upon request of the Union, indicating who was called, what time the calls were placed for any specific vacancy, which employees responded to the call, and who the shift was eventually assigned to.
- 7) Staff will be required to provide a single telephone number with either texting capability or voice mail enabled to receive text-to-voice messages.

Response times for shift offered shall be as follows:Start time of shift	Timeframe to respond
For shifts starting within 16 hours of the Employee call to notify of the vacancy	Staff must respond within 1 hour from receiving the call offering the shift. (Note: if there are last-minute calls for same-day shifts, the response time may need to be shortened to 30 minutes. The message will advise you of the response deadline
For shifts starting more than 16 hours and up to 72 hours from the time of the Employee call to notify of the vacancy.	Staff must respond within three (3) hours from receiving the call offering the shift or by 3:00p.m. whichever is the greater.
For shifts starting more than 72 hours and up to 7 days from the time of the Employee call to notify of the vacancy.	Staff must respond by 24 hrs
For shifts starting more than one (1) week from the vacant shift	Staff must respond by 48hrs

The electronic call-in system will be implemented as soon as possible after educating the staff and bargaining unit employees but no later than 30 days after the education sessions have been completed. The Employer and the Union shall provide appropriate education to the staff and bargaining unit employees at joint education sessions regarding system requirements, function and implementation.

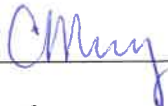
DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Franine Doiron



Donna Lee Crowe





Philip Am









LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA

(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)

(hereinafter called the "Union")

Agency RPN'S and PCAs


The parties agree that where the Employer is unable to fill a vacant RPN shift through the scheduling or call-in processes at straight time rates of pay and the Employer decides to still fill the shift. The Employer will offer the shift at overtime rates to those bargaining unit RPN's who had been previously bypassed because working the shift would have resulted in overtime payment. Where the Employer is still unable to fill the shift, the Employer may then seek to fill it with either agency staff or non-bargaining unit employees.

The parties agree that where the Employer is unable to fill a vacant PCA shift through the scheduling or call-in process at straight time rates of pay and the Employer decides to still fill the shift, the Employer will offer the shift, at overtime rates, to those bargaining unit PCA's first who have been previously bypassed because working the shift would have resulted in overtime payment. Thereafter RPN's or LEA's will be called, first at straight time and then at overtime, whichever is the least expensive option. Where the Employer is still unable to fill the shift, the Employer may then seek to fill it with either agency staff or non-bargaining unit employees.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION


Lorraine Dain

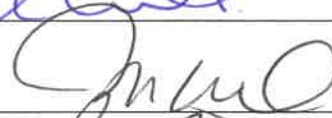

Donna-lee Crowe

Donna-lee Crowe


Tim McManus


Cheri Deguire


[illegible]


[illegible]


[illegible]

LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")

Food Service Assistant (Fsa)/Prep Cook/Cook - Scheduling

This Memorandum of Agreement shall be part of the Collective Agreement between the Villas and Unifor to set out the implementation process and the terms and conditions regarding scheduling in the Dietary Department that will apply to the Food Service Assistant (FSA), Prep Cook and Cook classifications.

- 1) The Villa and the Union agree to the following:
 - a) Where vacant shifts are available in the Dietary Department in the FSA, Prep Cook or Cook classifications, they will first be offered to the workers within the respective classification in accordance with seniority rights and the established Scheduling Guidelines, providing that the workers have the appropriate skills, knowledge, training and the expertise to perform the required work.
 - b) If the shift is not filled by a worker from within the classification, the shift will be offered to workers from the other classifications in accordance with the seniority rights and the established Scheduling Guidelines, providing that the workers have the appropriate skills, knowledge, training and expertise to perform the required work.

- c) A worker may elect, in writing, that they do not wish to be trained or called for available shifts in the other classifications. In the event of such an election the worker will not be eligible for shifts under item (b). Part-time workers will be encouraged to participate in job training to qualify them for work in the Food Service Assistant, Prep Cook and Cook roles within the Department if they so choose. Training will be offered to interested staff in order of seniority as soon as is practicable.

Either party may terminate this agreement upon the provision of three (3) months advance written notice.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Franine Dair



Donna-Lee Crowe



Philip M. Mammen



Cheri Seguire



Jack



LETTER OF UNDERSTANDING

Between:

ST. JOSEPH'S VILLA and VILLA ST. GABRIEL VILLA
(hereinafter each called the "Villa")

and

UNIFOR AND ITS LOCAL 598 (MINE MILL)
(hereinafter called the "Union")


Protecting A Sustainable Public Sector For Future Generations Act, 2019. Bill 124

In the event that Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124) is declared unconstitutional, in whole or in part, or is otherwise repealed, amended or rendered inoperative, or the Union is granted an exemption pursuant to its request under s.27, the parties agree to return to the bargaining table to renegotiate all additional issues affected by Bill 124 including any retroactive adjustments.


DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS


FOR THE UNION

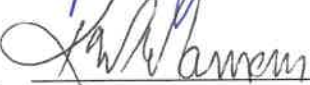


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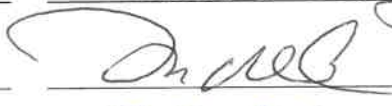



Donna Lee Crow






Chris Deguire







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Women's Advocate

The employer will provide an unpaid leave to one (1) employee at the Home to participate in the Unifor Women's Advocate Training. However, any expenses are to be assumed by the Union directly and/or through the Paid Education Leave Program.

DATED AND SIGNED IN SUDBURY, THIS _____ DAY OF _____, 2024.

FOR THE VILLAS

FOR THE UNION



Lorraine Dain



Cheryl

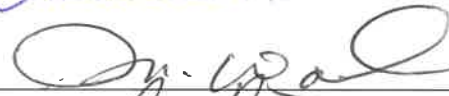
Donna-Lee Crowe



Philip

Cheri Seguire





J. Gail

