ADDENDUM TO THE COLLECTIVE AGREEMENT

COPRESSED WORK WEEK

BETWEEN

<NURSING HOME>

ET

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL <#####>

A compressed work week has been developed for employees subject to this Compressed Work Week Addendum

Preamble:

Where a Schedule providing for a compressed workweek is established, the following amendments to the Collective Agreement shall prevail for employees working such schedules. All other clause to the present Collective Agreement not referenced in this addendum shall remain in effect for these employees.

4.02 Probationary Employee

Probationary employees, for the purpose of this Agreement, are newly hired employees on a trial basis to determine their suitability for employment. On completion of forty (40) working days (450 regular hours worked), such employees shall become full-time employees or part-time employees.

14.09 Suspension

Except as provided in Article 12.04, a suspension without pay shall be for a specified period of time not exceeding thirteen and one third (13.33) days at eleven and a quarter (11.25) hours per day or one hundred and fifty (150) hours.

15.03 Loss of Seniority

An employee shall only lose his seniority in the event:

[...]

(c) He is absent from work in excess of **three and one third (3.33)** working days without notifying the Employer, unless such notice was not reasonably possible,

[...]

### 15.05 Probationary Employees

(a) Newly hired employees shall be considered on probationary basis for a period of **forty (40)** working days (450 regular hours worked) from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 5, as the basis of termination. After completion of the probationary period, seniority shall be effective from the date of employment.

(b) Notwithstanding the above, probationary employees shall be paid the provincial minimum wage during their orientation period which shall not exceed **thirty-seven and one half (37.5) hours** within a seven (7) day period.

### 18.01 Regular Hours of Work

(a) The regular daily hours of work shall be **eleven and one quarter (11.25)** hours in any one day exclusive of the lunch period. The regular hours of work shall be thirty-seven and one half (37½) hours per week averaged over a **six (6)** week period. The Employer and the Local Union shall establish the **six (6)** week period.

(b) No employee shall work in excess of **five (5)** consecutive days.

### 18.02 Lunch Period

(a) Designated lunch period shall not be less than thirty (30) minutes **plus another fifteen15 minutes** for each work shift. Any employee presently receiving one hour lunch period shall continue to do so without increasing their hours of work.

(b) Employees working **eleven and one quarter (11.25)** hour shifts shall receive a thirty (30) minute paid lunch period if required to remain in the nursing home during the lunch period.

### 18.03 Break Period

**There shall be three (3) fifteen (15) minute rest period per shift; one (1) fifteen (15) minute rest period will be applied to the second meal period.**

### 18.05 Rotation and Days Off

[...]
(b) For those employees not covered by clause (a) above and for employees who by mutual agreement between the Employer and the Union, choose not to be covered by (a) above, the following shall apply to their working schedule:

(1) No employee shall work more than five (5) consecutive calendar days. Should an employee work in excess of the five (5) consecutive calendar days, Article 19.02 shall apply. As far as possible, each employee shall receive two (2) consecutive calendar days off each week. However, no employee shall have these days off split more than twice in any four (4) week period unless otherwise mutually agreed.

18.06 **Time Off Between Shifts**

Except by mutual agreement between the Employer and the Local Union, time off between shifts shall not be less than twelve (12) hours.

19.01 **Overtime Defined**

(c) All work performed within twelve (12) hours of a previously worked shift, except as provided for in Article 18.06 shall constitute overtime.

19.04 **Overtime for Part-Time Employees**

(a) Part-time employees working less than eleven and one quarter (11.25) hours per day and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours worked, up to and including eleven and one quarter (11.25) hours in the working day. Regular overtime rates shall apply after eleven and one quarter (11.25) hours in the working day.

(c) Part-time employees working more than two hundred and twenty five (225) regular hours over a six (6) week period shall be paid overtime.

(c) No part-time employee shall work in excess of five (5) consecutive calendar days.

**ARTICLE 20 – HOLIDAYS**

20.01 **List of Holidays**

(e) Employees working eleven and one quarter (11.25) hours shift will bank seven and one half (7.5) hours per here above listed holiday.

20.02 **Holiday Pay**

(a) If a holiday falls on an employee’s scheduled day off, he shall be given an alternate day off with pay calculated at seven and a one half (7.5) hours at a
time mutually agreed upon between the employee and the Employer. If an employee is scheduled to work on a holiday other than Christmas and New Year’s Day, he shall be paid time one and one half (1½) the regular rate for all hours worked plus an alternate day off with pay, as provided in Article 20.01. [...]

ARTICLE 21 – VACATIONS

21.01 Length of Vacation

Every employee who has completed his probationary period and who, on the 30th day of June, the last day of the vacation year, has seniority of:

(a) Less than five (5) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one quarter (1 ¼) days (9.375 hours) per month of service completed within the vacation year;

(b) Five (5) years but less than sixteen (16) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.66 days (12.45 hours) per month of service completed within the vacation year;

(c) Sixteen (16) years but less than seventeen (17) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.75 days (13.125 hours) per month of service completed within the vacation year;

(d) Seventeen (17) years but less than eighteen (18) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.83 days (13.725 hours) per month of service completed within the vacation year;

(e) Eighteen (18) years but less than nineteen (19) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.91 days (14.325 hours) per month of service completed within the vacation year;

(f) Nineteen (19) years but less than twenty (20) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 2 days (15 hours) per month of service completed within the vacation year;

(e) Twenty (20) years or more shall be entitled to vacation with pay at his regular rate calculated on the basis of 2.08 days (15.6 hours) per month of service completed within the vacation year.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Amount of Sick Leave

(a) Each employee in the bargaining unit shall accumulate sick leave credits at a rate of eleven and one quarter (11.25) working hours per month for each calendar month of service up to a maximum of one hundred and sixty (160) working days. Sick leave credits shall continue to be added to
the sick leave bank on an ongoing basis as they are earned and they shall
be available for use by the employee. The Employer shall make a deduction
from the sick leave bank for any sick leave credits utilized by the employee
on an ongoing basis.

[...]

22.02 Deduction from Sick Leave
A deduction shall be made from the employee’s accumulated sick leave credits
for each regular working hour (exclusive of holidays) that the employee is
absent on sick leave as defined in Article 4.06. Eleven and one quarter
(11.25) hours constitute a working day.

24.11 Retirement Allowance
(a) When an employee having continuous seniority of five years or more
retires in accordance with the Pension Plan in effect at the time, or has his
employment terminated due to disability, death, age or is laid off, the
Employer shall pay such an employee or beneficiary a severance
allowance equal to thirty five and one half (37.5) hours pay, for each
full year of continuous seniority, but not exceeding nine hundred thirty
seven and one half (937.5) hours’ pay, at the employee’s regular rate of
pay, such allowance to be prorated with respect to part-time employees.
In the case of layoff, such payment will only take place at the end of the
twenty-fourth (24) month period provided for under Article 17.00.

This memorandum is part of the actual collective agreement to expire on October 15
2012.

SIGNATURE AND TITLE OF CUPE LOCAL 4445

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<NAME>
PRÉSIDENT

Signed this .......... day of ................., 20....

SIGNATURE AND TITLE ON THE ADMINISTRATOR OF
<NURSING HOME>

______________________________
<NAME>
ADMINISTRATOR

Signed this ........ day of .............., 20....
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