

COLLECTIVE AGREEMENT

between

**Cassellholme Home for the Aged
for The District Of East Nipissing**

and

**Canadian Union of Public Employees
and its Local 146-01, C.L.C.**

January 1, 2012

To

December 31, 2014

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ARTICLE 1 – PURPOSE

- 1.01** The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees, and to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours, and wages for all employees who are subject to provisions of the Agreement.
- 1.02** Where the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 2 – SCOPE

2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Activity and Day Program employees employed at Cassellholme, East Nipissing Home for the Aged in the City of North Bay, Ontario, save and except Activity Leaders, Volunteer Coordinators, Managers and persons above the rank of manager and any employee already represented by a union.

2.02 Definitions

- a) A “full-time” employee shall be deemed to be an employee who regularly works an average of more than twenty-five (25) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A “part-time” employee shall be deemed to be an employee who regularly works an average of not more than twenty-five (25) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.

2.03 Temporary Employees

Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long-term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to twelve (12) months where the leave of the person being replaced extends that far. The period of employment of such persons will not exceed the absentee’s leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration. A temporary employee does not accumulate seniority while working in a temporary position.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed his probation period for a permanent position will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies and the Union, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

2.04 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representatives, which may conflict with the terms of the Collective Agreement.

2.05 The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, leaves of absence, resignations, retirements, deaths, workers off on WSIB, or other terminations of employment.

2.06 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work any jobs, which are included in the bargaining unit, except in cases of emergency or for purposes of training or direction.

2.07 The employee is solely responsible for his proper address being on record with the Employer.

2.08 An employee means a person in the bargaining unit as defined in *Article 2.01*.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The Union acknowledges that it is the exclusive right and power of the Employer:

- a) To maintain order, discipline, and efficiency;
- b) To hire, discharge for just cause, direct, classify, transfer, promote, demote, layoff, suspend, or otherwise discipline employees;
- c) Generally to manage and operate the enterprises in which the Employer is engaged in all respects in accordance with its obligations and without restricting the generality of the foregoing to determine the types and locations of machines and standards and procedures for the care, welfare, safety and the comfort of the residents, in the Home, the allocation and the number of employees required from time to time, the standards of performance for all

employees and all other matters concerning the Home's operations not otherwise specifically dealt with elsewhere in this Agreement;

- d) To establish and enforce rules and regulations to be observed by all the employees, provided that they are not inconsistent with the provisions of this Agreement;
- e) To exercise any of the rights, powers, and functions or authority which the Employer had prior to the signing of this Agreement, except those rights, powers, functions, or authority which are specifically abridged or modified by this Agreement.

ARTICLE 4 – LABOUR MANAGEMENT COMMITTEE

4.01 The parties agree to appoint a Labour-Management Committee of two (2) employees appointed by the Union and two (2) members appointed by the Employer. Such a Committee shall meet to discuss and if possible provide understanding of points of mutual interest between the parties it being understood that such Committee shall have no right to usurp the power of the Negotiation or Grievance Committees. The Committee shall meet once every three (3) months as agreed between the parties and all matters for discussion to be placed on the agenda.

4.02 Employee(s) shall not suffer any loss of regular pay for time involved in meetings with the Employer during the employee's regular working hours.

4.03 Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

ARTICLE 5 – NO DISCRIMINATION

5.01 The parties agree that there shall be no discrimination within the meaning of the *Ontario Human Rights Code* against any employee by the Union or the Employer by reason of race, creed, colour, age, sex, marital status, nationality, ancestry or place of origin, family status, handicap, sexual orientation, political affiliation or activity, or place of residence. The Employer and the Union further agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised by either of them or their representatives or members because of an employee's membership or non-membership in a Union or because of his activity or lack of activity in the Union.

ARTICLE 6 – NO COERCION

6.01 There will be no Union activity, solicitation for membership, and no meetings on the Employer's premises except with the permission of the Employer or its designated representatives.

ARTICLE 7 – NO STRIKES OR LOCKOUTS

7.01 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Employer agrees that it will not cause or direct any lockouts of its employees for the duration of this Agreement, and the Union agrees that there will be no strikes or collective action which will stop or interfere with the functioning of the Employer for the duration of this Agreement.

ARTICLE 8 – UNION MEMBERSHIP

8.01 The Union agrees that any employee to whom this contract applies may exercise or may refrain from exercising his right to become a member of the Union or ceasing to be a member of the Union.

ARTICLE 9 – BULLETIN BOARD

9.01 The Employer will designate one (1) bulletin board in a mutually agreed location on which the Union shall have the right to post notice of meetings and such other notices as may be of interest to other employees, subject to the approval of the Administrator or designate in order for such material to be posted. Such approval shall not be unreasonably withheld.

ARTICLE 10 – UNION SECURITY

10.01 The Employer shall deduct from every employee an amount equal to the current monthly dues, whether such employee is a member of the Union or not. It is understood and agreed by the parties of this Collective Agreement that the deduction of the monthly dues does not have anything to do with *Article 21.01* and *21.02* of the Collective Agreement.

10.02 Deductions shall be made in the payroll period at the end of each month, and shall be forwarded to the Secretary-Treasurer of CUPE National not later than the 15th day of the month following. The Union dues list shall indicate the name, classification, and amount of dues deducted and whether the employee is full-time or part-time. A copy of the direct remittance shall be given to the Secretary-Treasurer of the Local.

10.03 The amount of Union dues deducted during the previous calendar year shall be included on the T4 issued annually to each employee.

10.04 The Employer shall supply to the Union once each contract year the names, addresses, and job classifications for all employees in the bargaining unit.

10.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this *Article*.

ARTICLE 11 – NEGOTIATING COMMITTEE

11.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than two (2) employees, and will recognize and deal with the said Committee for the purposes of negotiating the collective bargaining agreement. Negotiating Committee members shall be compensated for wages lost during negotiations. The place of meeting shall be mutually agreed upon, and the costs of the location of the meeting shall be shared equally.

ARTICLE 12 - STEWARDS

12.01 The Employer acknowledges the right of the Union to appoint or otherwise select two (2) stewards from amongst the employees.

ARTICLE 13 – GRIEVANCE COMMITTEE

13.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee of two (2) employees. It is agreed the maximum number of employees attending a grievance meeting shall be two (2), excluding the grievor(s). The Union agrees to notify the Employer in writing of the names of the stewards and Grievance Committee members, and any changes therein as they occur and only stewards and Grievance Committee members thus names shall be recognized by the Employer.

ARTICLE 14 – COMMITTEE AND STEWARDS

14.01 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each steward is employed by the Employer and that he/she will not leave his/her work except to perform his/her duties under this Agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor which permission shall not be unreasonably withheld. Further, the Union recognizes that time spent dealing with such issues must not disrupt services to the residents or clients.

14.02 Health and Safety

- a) It is in the mutual interests of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that employees have the right to a safe and healthy work environment and that health and safety is of the utmost importance. The parties agree to promote health and safety and wellness. The parties further agree that when faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees. The Employer shall provide orientation and training in health and safety to new and current employees on an ongoing basis and employees shall attend required health and safety training sessions.
- b) The parties fully endorse the responsibilities of Employer and employee under the *Occupational Health & Safety Act*.
- c) The Employer shall ensure that the equipment, materials, and protective equipment are supplied as prescribed are provided.
- d) An employee who is required by the Employer to wear or use any protective clothing, equipment or device shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals thereafter and the employee shall participate in such instruction and training.

ARTICLE 15 – GRIEVANCE PROCEDURE

15.01 Verbal Complaint

If any employee has a verbal complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of the Agreement, he shall take the matter up orally with his immediate supervisor, within fifteen (15) days of alleged violation. In the case of wage complaint said fifteen (15) days shall commence from the time the employee receives his pay cheque. The supervisor must respond within the two (2) days of the employee's complaint being lodged. In the event that supervisor's response is deemed by the employee to be unsatisfactory then the employee may, within ten (10) days of the supervisor's response proceed to Step 1.

STEP 1: The Employee who shall be assisted by a Steward shall submit a written grievance to his Department Head. 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. The Department Head shall respond in writing within five (5) days of the employee's grievance being lodged.

Failing a satisfactory settlement at Step 1, Step 2 of the grievance procedure may be invoked within three (3) days of the Department Head's answer.

STEP 2: The employees shall refer the grievance to the Administrator or his designate who shall meet with the grievor and his steward and a Grievance Committee member within five (5) days of receipt of the grievance. The Administrator or his designate shall render his decision within ten (10) days of said meeting.

- 15.02** If not settled at Step 2, the parties may, upon mutual agreement, agree to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding the above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator. If the parties at this step are unable to reach a satisfactory settlement, then the matter shall be taken to arbitration within fifteen (15) days in accordance with *Article 16*.
- 15.03** It is understood by the parties that in all stages, Saturdays, Sundays, and statutory holidays will not be included in computing the number of days under *Articles 15 and 16*.
- 15.04** At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.
- 15.05** A grievance concerning suspension or discharge of any employee will be submitted at Step 2 of the grievance procedure.
- 15.06** Where a dispute involving a question of general application or interpretation occurs, or where a group of employees; two (2) or more, or the Union have similar grievances, Step 1 of the grievance procedure shall be by-passed.

ARTICLE 16 – ARBITRATION

- 16.01** A notice of intent to arbitrate shall contain the name of the aggrieved party's appointee to the arbitration board. Within five (5) days from the receipt of the notice of intent to arbitrate, the other party must in turn, name their appointee. A third member to act as Chairman shall be appointed by the respective appointees. Should either fail to name their appointee within the required five (5) days or should the appointees fail to select a chairman within twenty (20) days from the date of their appointment, either party or their appointee shall request the Ministry of Labour to make the appropriate appointment.

16.02 Each of the parties hereto will bear the expenses of their appointee to the Board of Arbitration and the parties will equally bear the fees and expenses of the Chairman.

16.03 The Board of Arbitration shall not have the right to alter or change any provisions of this Agreement or substitute any new provisions in this Agreement or substitute any new provisions in lieu thereof or to give a decision inconsistent with the terms and provisions of this Agreement. The Board however shall have the power to vary or set aside any penalty or discipline imposed relating to the grievance then before the Employer.

16.04 Time limits referred to in *Articles 15 and 16* may be extended by mutual agreement of the parties, but otherwise failure on the part of the grievor to observe the time limits shall be deemed to be an abandonment of the grievance.

ARTICLE 17 – MANAGEMENT GRIEVANCES

17.01 It is understood that the Employer may bring forward at any meeting with the Grievance Committee any complaints or grievances and if such complaints or grievances are not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as set out in this Agreement.

17.02 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Step 1 of the grievance procedure may be by-passed.

ARTICLE 18 – SENIORITY

18.01 Seniority is the principle of granting preference to employees for promotions, demotions, transfers, layoffs and recalls after layoffs in accordance with the length of continuous service with the Employer. In all such cases, the following two (2) factors shall be considered by the Employer in determining which employees shall be affected:

- a) The seniority ranking of the employees affected;
- b) The requirements and the efficiency of operations; the ability, knowledge, training, skill and physical fitness of the individual to fulfill the requirements of the job and the capability of the individual to assume responsibility.
- c) When in the judgement of the Employer, which shall not be exercised in a discriminatory manner, factor (b) is relatively equal as between two or more employees, then and only then shall factor (a) govern.

18.02 Seniority shall be based on the employee's start date of part-time or full-time employment whichever is earlier, provided there has been no break in seniority in accordance with Article 18.07. Effective January 1, 2014, part-time employees shall earn seniority and service based on 1725 hours equalling one year.

An employee cannot earn more than one year's seniority in a calendar year. A part-time employee who becomes a full-time employee will have their seniority converted on the basis of 1725 hours equals one year full-time, and a full-time employee who becomes a part-time employee shall have their seniority and service converted on the basis on one year equals 1725 hours.

- a) The Employer shall prepare quarterly in January, April, July and October of each year one (1) seniority list including all full-time and part-time employees covered by this Agreement. A copy of the seniority list will be provided to the Union and a copy posted on the bulletin board.
- b) The seniority list shall include the name, classification and seniority date for full-time and earned hours for part-time of each employee in the bargaining unit.
- c) Protests with regard to the seniority list shall be submitted, in writing to the Administrator within thirty (30) calendar days of posting. When proof of error is provided, such error will be corrected and when so corrected, the agreed upon correction(s) shall be final. Once the seniority standing of an employee is confirmed by the posting of the seniority list, no further requests for changes to the seniority list shall be made.

18.03 Contracting Out

The Employer shall not cause any layoff of any full-time or part-time employee within the bargaining unit as a result of contracting work out.

18.04 Layoff and Recall Language

- a) A layoff shall be defined as reduction in the workforce or a reduction in the regular hours of work as defined in this Agreement.
- b) In the event of a proposed layoff as defined in (a), the Employer will provide the Union with no less than fifteen (15) calendar days notice in advance of the employee receiving notification of the layoff. The Employer shall provide an employee with no less than thirty (30) calendar days of such layoff.

Following receipt of the advanced notice of layoff by the Union, the Employer and the Union shall meet at Labour Management Committee to review the following:

- (i) discuss alternatives to the layoffs
 - (ii) the reason causing the layoff
 - (iii) the service the Employer will undertake after the layoff
 - (iv) the method of implementation including the areas of cut-back and employees to be laid off
 - (v) ways the Employer can assist employees to find alternative employment
- c) Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in the Agreement. Notice of layoff or pay in lieu of shall be in accordance with the provisions of the *Employment Standards Act*, but in any event not less than thirty (30) days.
- d) The layoff procedure for full-time and part-time employees will initially be separate until such time that the respective full-time or part-time category is exhausted, wherein, at that time, a full-time employee may displace a part-time employee and vice versa. Should the employee choose to remain within the same classification, such employee would then displace the least senior employee in his classification in the separate category (full-time / part-time).
- e) An employee who is subjected to layoff shall have the right to either:
- (i) Accept the layoff and be placed on recall list for twenty-four (24) months; or
 - (ii) Give up his/her recall rights and receive severance pay as per the *Employment Standards Act* if entitled;
 - (iii) Displace an employee who has lesser bargaining unit seniority if the employee originally subject to layoff can perform the duties without training other than orientation. The requirements for such training and orientation will be discussed by the parties under (b) of this section. Such employee so displaced shall be laid off, subject to his rights under this section. The right to bump shall include the right to bump up.
 - (iv) Where an employee designated for layoff elects to exercise his seniority and displace a less senior employee, the employee with the least seniority in the department or unit holding the classification in which the senior employee chooses to bump shall be the employee displaced.

- (v) An employee in receipt of notice of layoff pursuant to Article 18.04(e)(iv) must disclose his intentions to the Employer within (4) calendar days of receipt of notice of layoff.
- f) The posting procedure in the Collective Agreement shall apply before the recall process is affected. Subsequent to the posting procedure being exhausted, an employee shall be recalled from a layoff to permanent work, in order of seniority, provided he has the qualifications and ability to perform the work.
- g)
 - (i) An employee recalled to work in a different classification from which he was laid off, or an employee who has displaced an employee in a lower paid classification shall be entitled to return to the position he held prior to the layoff should it become vacant within twenty-four (24) months of the layoff, provided that the employee remains qualified to perform the duties of his former position. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.
 - (ii) An employee bumping to another position has the right to reclaim their former position if the position becomes available within the twenty-four (24) months of the layoff provided that the employee remains qualified to perform the duties of their former position.
- h) The Employer shall notify the employee of recall opportunity by telephone or registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
 - (i) Grievances concerning layoff and recalls shall be initiated at Step 2 of the grievance procedure.
 - (ii) In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums set out in Article 24. Such payments by the Employer shall be made to the earlier of the employee being employed elsewhere or for a period of three (3) months.

18.05 The Employer will terminate the appropriate number of temporary and then probationary employees in the affected classification prior to the layoff of employees with seniority.

18.06 No probationary employee will be hired until all employees with seniority have been recalled in that classification.

18.07 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have quit the employ of the Employer if the employee:

- (a) quits the employ of the Employer;
- (b) is discharged for just cause and is not reinstated;
- (c) fails to return to work after the completed leave of absence granted by the Employer;
- (d) fails to return to work within seven (7) days after being sent a recall notice by registered mail to his last recorded address with the Employer;
- (e) utilizes a leave of absence for purposes other than those for which the leave of absence may have been granted;
- (f) is laid off or absent because of legitimate illness or absent because of non-compensable injury for more than twenty-four (24) months;
- (g) is absent from work without a reason acceptable to the Administrator for three (3) or more consecutive working days.

18.08 An employee who fails to give the Employer notice of termination in writing two (2) weeks prior to such termination or who has been terminated for just cause shall receive vacation pay in accordance with the *Employment Standards Act*.

18.09 Job Posting Procedures

When a vacancy occurs in the bargaining unit, which the Employer intends to fill, or when a new position is created, the Employer shall post a notice on the bulletin board for seven (7) calendar days.

The job posting shall contain the following information:

- (a) a summary of the duties of the position;
- (b) the qualifications required, job requirements as determined by the Employer must be relevant to the position and department;
- (c) the hours of work;
- (d) the wage/salary rate for the position and;

- (e) where the vacancy is of a temporary nature, the anticipated duration of the vacancy.

All job postings shall state *“This position is open to female and male applicants.”*

Applications for posted positions must be submitted to Human Resources on or before the closing date shown on the posting. To be eligible to apply for a posted position, the employee must be available for work within three (3) weeks of the effective date of the new job or vacancy.

The Employer shall post the name of the successful applicant within seven (7) calendar days of the position being filled.

18.10 Nothing herein shall prevent the Employer from temporarily filling a vacancy during the initial and subsequent job posting periods.

18.11 In this Article, vacancy shall mean those vacancies anticipated to extend beyond four (4) consecutive weeks, and such vacancies shall be posted promptly. Nothing herein shall restrict the Employer from filling vacancies anticipated to be less than four (4) consecutive weeks.

18.12 It is agreed and understood that only part-time employees will be considered eligible for a temporary full-time vacancy resulting from a full-time employee being selected as the successful applicant for a posted temporary position. Permanent part-time employees shall be permitted to apply for temporary part-time vacancies.

18.13 The Employer shall not advertise any vacancy externally unless mutually agreed in writing, until such time as the applications of the bargaining unit employees have been considered. Such agreement shall not be unreasonably denied.

18.14 Trial Period

In the event the successful applicant is a bargaining unit member, then he/she shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the employee shall be declared permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, he/she shall be returned to his/her former position, wage salary rate, without loss of seniority. During the trial period of two months, the successful applicant may elect to return to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority. The position vacated by the successful applicant may be filled on a temporary basis until the trial period is completed.

In the event a part-time staff member is on trial for a full-time position, it is understood that the employee shall continue to receive pay on the basis of a part-time employee along with appropriate lieu pay during the two (2) month trial period. Therefore, medical fringe benefits shall not be forthcoming during this two (2) month trial period.

In the event an employee elects to return to his/her former position during the trial period, he/she must provide the Department Head with one (1) week's notice in writing of his/her intent to do so.

18.15 Full-time and part-time employees do not change status when taking a temporary vacancy.

ARTICLE 19 - DISCIPLINE

19.01 When the employee requests union representation, the Employer will provide to the Union a copy of written disciplinary action and written counselling which is placed in an employee's file. These letters must be signed by the employee acknowledging receipt of such letter.

19.02 The record of an employee shall not be used against him/her at any time after eighteen (18) months following suspension, disciplinary action or written warning, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. The parties mutually agree that all disciplinary action in regard to resident abuse will remain on file.

ARTICLE 20 – ACCESS TO FILE

20.01 An employee will be allowed to review his personnel file for a reasonable period of time at a time scheduled by the Employer, once per calendar year in the presence of HR Manager or designate. The employee will submit a request in writing to Human Resources to make arrangements for the review. Letters of reference will not be available for review by the employee. Upon reasonable notice and if requested once per year, an employee will be provided copies of material contained in his personnel file prepared at the employee's expense.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Full-Time Employees

Newly hired full-time employees shall be considered on a probationary basis for a period of three (3) months from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except for the right and privilege of being able to use the grievance procedure in the event such employees are terminated. Therefore, the parties of this Agreement agree that the employment of probationary employees may be terminated at any

time during the probationary period without the recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the last date of hire.

21.02 Part-Time Employees

Newly hired part-time employees shall be considered on a probationary basis until they have worked four hundred (400) hours from the date of hire. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, except for the right and privilege of being able to use the grievance procedure in the event such employees are terminated. Therefore, the parties to this Agreement agree that the employment of probationary employees may be terminated at any time during the probationary period without recourse.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 Union Business

Leave of absence without pay and without loss of seniority shall be granted to employees to attend conventions, schools and seminars conducted by the Union provided that the Union gives the Employer at least two (2) weeks written notice in advance unless extenuating circumstances arise of the requirement of the employee to absent himself and provided that in the judgement of the Employer the efficiency of operations shall not be affected by such leave. When the Employer grants such a leave, it will continue the employee's regular pay and benefit coverage during the period of leave. The Union will be invoiced quarterly and will reimburse the Employer within thirty (30) days thereafter.

22.02 Personal Leave

The Employer may grant leave of absence without pay for other reasons at its discretion. Such leaves shall be for stated periods and shall not exceed three (3) months, unless both the Union and the Employer mutually agree otherwise. Such leaves of absence requests will not be unreasonably denied.

Where such leave of absence is granted, the employee may continue his participation in the benefit plans described in *Article 24* hereto by assuming responsibility for the full costs of these plans for the duration of the leave.

Where an employee elects to continue coverage during a leave of absence, premium payment shall be made to the Employer no later than the first working day of each month otherwise the employee's coverage will be terminated until such time as he returns to work.

22.03 Transfers and Seniority outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of her or his return to the bargaining unit. An employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

22.04 Bereavement Leave

An employee shall be granted five (5) consecutive days' leave of absence without loss of pay in the event of the death of an employee's spouse, child, mother or father, stepson and stepdaughter. Spouse shall include common law or same sex. In the event of a death in the immediate family of an employee, such employee shall be allowed three (3) consecutive days away from work. The employee will be paid to the extent that three (3) days are scheduled workdays straight time at his regular pay rate. Immediate family shall mean father-in-law, mother-in-law, sister, brother, grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. A part-time employee shall receive pay only for the hours he was scheduled to work.

In the event of an internment, an employee who qualifies for bereavement days with pay, may save up to two (2) of the days identified above without loss of pay to attend the internment.

22.05 Pregnancy and Parental Leave

- a) Pregnancy and Parental Leave will be administered in accordance with the provisions of the *Employment Standards Act*.
- b) A part-time employee relieving for an employee during a period of Pregnancy or Parental Leave will retain his part-time status and continue to receive the appropriate payment in lieu of employee benefits set out in *Article 28* during such period of relief.

Effective February 26, 2014

Pregnancy and Parental Leaves will be granted in accordance with the provisions of the *Employment Standards Act, 2000* of Ontario, unless otherwise amended.

Pregnancy Leave

- a) 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 seventeen (17) weeks as provided in the *Employment Standards Act, 2000* and may begin no earlier than seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

Additional leave of absence may be taken under Parental Leave i) below.

- b) An employee who is on pregnancy leave as provided under this Agreement and has completed ten (10) months of continuous service and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to the Employment Insurance system shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in

respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- c) An employee who does not apply for leave of absence under 22.05 a) (i) and who is otherwise entitled to pregnancy leave shall be entitled to and shall be granted leave of absence in accordance with 22.05 a) (i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.
- d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift if her shift was designated.

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

- e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practise of the Employer in existence at the time the leave of absence began and in the absence of such a system or practise shall reinstate the employee in accordance with the provisions of 22.05 d).
- f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act, 2000* shall continue and seniority shall accumulate during the leave.
- h) Upon expiry of seventeen (17) weeks' pregnancy leave, an employee may immediately commence parental leave as provided under the parental leave provisions of this Agreement. The employee shall give the Employer at least four (4) weeks' notice in writing that she intends to take parental leave.

i) Parental Leave

- (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 the 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 her or his own.
- (iii) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of the parent. 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 she did not.
- (iv) An employee not on pregnancy leave requesting parental leave shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- (v) Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began as the case may be or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (vi) For the purposes of parental leave, the provisions under 22.05 a), d), e), f), g) and h) shall also apply.

22.06 Jury and Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest. The Employer shall pay such an employee the difference between normal earnings and the payment received for jury service or court witness, excluding payment for traveling, meals, or other expenses. The employee will present proof of service and the amount received.

ARTICLE 23 – SICK LEAVE

23.01 A new full-time employee who has completed the probation period shall be credited with 4.5 days of sick leave credit. Thereafter, a full-time employee shall be credited with 1.5 days of sick leave for every month of service or part thereof

and shall be cumulative to a maximum of 300 days. Notwithstanding the above, an employee off work because of compensable injury or illness shall continue to accumulate sick leave credits for a period of one (1) year from the date of absence.

- 23.02** a) If the Employer requires, any employee absent from work through sickness in excess of three (3) days shall produce a medical certificate from a duly qualified medical practitioner certifying as to such employee's illness. On the fourth (4th) or subsequent illness in any calendar year, the Employer may request such a certificate for shorter periods of absence.
- b) Where possible, each employee shall notify his supervisor four (4) hours in advance when he will be absent from work. Further, an employee having been absent in excess of three (3) days is required to advise his immediate supervisor of his intent to return to work at least twenty-four (24) hours prior to the return.
- 23.03** On reaching retirement age or if any employee is forced to retire due to ill health or if any employee terminates his employment having had seven (7) or more years seniority with the Employer, accumulated sick leave benefit will be paid in cash, on the basis of the current wage scale not exceeding fifty percent (50%) of the total number of days standing to the credit of such employee and in any event not more than an amount equal to six (6) months earnings at the current rate. Calculations to be made from July 1, 1963.
- 23.04** A statement of accumulative sick leave shall be given to an employee in January of each year.
- 23.05** When a full-time employee is transferred to a part-time position, he shall be credited with all the unused portion of sick leave standing to his credit at the time of transfer.

ARTICLE 24 – HOSPITALIZATION, MEDICAL BENEFITS AND RETIREMENT

- 24.01** The Employer agrees to contribute one hundred percent (100%) of the Ontario Health Insurance Plan for all employees participating.
- 24.02** Regular full-time employees must participate in OMERS. Subject to the enrolment and eligibility requirements of OMERS, part-time employees shall be given the option to participate in OMERS. Contributions by employees and Board shall be made in accordance with appropriate legislation.
- 24.03** a) Upon completion of three (3) months of service with the Home, the Employer agrees to contribute one hundred percent (100%) of the premium cost of a group life insurance policy in the amount of fifty thousand dollars (\$50,000) each full-time employee.

- b) The Employer shall make available an Optional Life Insurance Plan providing coverage for an employee and/or his spouse. Such Optional Life Insurance coverage to be available in units of \$10,000 to a maximum set out in the policy and subject to the employee providing evidence of insurability satisfactory to the insurer. The employee shall be responsible for 100% of the premium costs of this plan, through payroll deductions.
- 24.04** a) The Employer shall pay one hundred percent (100%) of the premium for the Blue Cross Extended Health Care Plan or equivalent plan to all employees covered by this Agreement including Vision Care to two hundred and forty dollars (\$240) per twenty-four (24) month period. A drug card plan will be provided with the proviso that generic drugs will be prescribed, unless the prescribing physician expressly stipulates otherwise. The practice of charging an annual fee (\$10 single/\$20 family) shall remain.
- b) The Employer will reimburse to sixty dollars (\$60) the cost of an eye examination for each employee and their dependants every two (2) years.
- 24.05** A dental plan, Blue Cross #9 (or its equivalent), will be provided based on the current ODA fee schedule. The plan shall provide for recall (check up) schedules of once every six (6) months for persons eighteen (18) years of age or less and once every nine (9) months for persons over eighteen (18) years of age. The Employer will pay seventy-five percent (75%) of the billed premiums of this plan and the employee will pay twenty-five (25%) of the billed premiums of this plan.
- 24.06** Where an employee is off work due to illness or disability, the Employer will continue its contributions to the above plans for a maximum period of twelve (12) months from the onset of the illness or disability. The Employer's obligations in this regard will cease immediately in the event of an employee failing to contribute his share of the premium costs.

Upon expiration of the above twelve (12) month period, an employee may elect to continue his participation in all or any of the above plans by assuming responsibility for the full premium costs for the coverage to be continued.

When an employee elects to continue coverage under any or all of the above plans, premium for such coverage shall be payable to the Employer no later than the first working day for each month of coverage. The Employer shall provide the employee with a minimum of thirty (30) days written notice of the expiration of the twelve (12) month period referred to above.

- 24.07** Failure to pre-pay premiums by the first working day for each month of coverage will result in termination of benefits.

24.08 The Union will be provided with a current copy of the Master Benefits Policy covering bargaining unit employees.

24.09 Entitlement to benefits is subject to the enrolment requirements of the insurer.

24.10 It is understood that the Employer may at any time substitute another carrier for any plan (other than OHIP) provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees.

ARTICLE 25 – CLASSIFICATION AND WAGE RATES

25.01 The classifications and wage rates are set out in *Schedule "A"* attached hereto and form an integral part of this Agreement.

25.02 Job Description

- a) The Employer agrees to draw up job descriptions for all positions for which the Union is the bargaining agent and/or make current copies available to the Union.
- b) An employee shall be given a copy of his or her job description upon request.
- c) Job descriptions shall not be changed or altered without prior discussion with the Union.

25.03 New Job Classification

The Employer shall prepare a job description whenever a new job classification is created in the bargaining unit. The Employer will provide the Union with a copy of the job description and the proposed salary range for the new classification. Following discussion, and in the event that the parties are unable to agree on the appropriate salary range, the matter shall be referred to arbitration for final resolution.

25.04 No Elimination of Present Classification

Existing classifications in the bargaining unit shall not be eliminated or changed without prior notification to the Union.

ARTICLE 26 – RELIEVING IN OTHER GRADES

26.01 When an employee is assigned to relieve in a position of higher rating for four (4) consecutive hours or more, he shall receive the rate for the position for which he

is relieving for the full period of relief. When an employee is assigned to relieve temporarily in one shift or more in a position of lower rating, he shall maintain his regular rate of pay while so assigned.

ARTICLE 27 – UNIFORMS

- 27.01** a) If the Employer requires an employee to wear a uniform, such employee shall be compensated \$75 annually.
- b) Where required the Employer will provide hairnets.

ARTICLE 28 - PART-TIME EMPLOYEES

- 28.01** In addition to the employee's hourly rate, a part-time employee shall receive in lieu of fringe benefits provided in *Article 24 - Hospitalization and Medical Benefits*, an amount equal to fourteen (14%) of his regular hourly rate.

ARTICLE 29 – PAYDAYS

- 29.01** Paydays shall be every second Friday except that should a holiday fall on that day then the preceding day shall be deemed to be paying day. There shall be a one week holdback of all pay and pay will be deposited in the financial institution of the employee's choice.

Where an error exceeding one hundred dollars (\$100) occurs on the employee's paycheque, the Employer will issue a manual cheque to reimburse the employee in the amount of the error.

ARTICLE 30 – HOURS OF WORK AND WORKING CONDITIONS

- 30.01** a) For the purpose of computing time, the working days shall commence at 12:01 a.m. and conclude at 12:00 p.m.
- b) During the bi-annual change of times, affected employees will be paid straight time for the actual hours worked.

30.02 Hours of Work and Scheduling

The following is intended to define the normal hours of work for full-time and part-time regularly scheduled employees, but shall not be interpreted to be a guarantee of work or pay for any employee:

The normal hours of work shall be seven (7) hours per day, exclusive of a one-hour unpaid meal break.

The normal bi-weekly work period will have no more than six (6) consecutive shifts.

The Employer will endeavour on the master schedule for full-time employees to have no rotation.

A full-time and part-time employee will be scheduled off at least four (4) days in a bi-weekly period.

Days off

A full-time employee will be scheduled for no less than every second weekend off, unless for operational requirements. A part-time employee will be scheduled for no less than every third weekend off, unless for operational requirements. A weekend is defined as Saturday and Sunday.

Working Schedule

The Employer agrees to post a work schedule covering a minimum of two (2) weeks and a maximum of eight (8) weeks. The schedule shall be posted in the Day Program office and on the Activity Manager's door at least one (1) week in advance. The Union shall receive a copy of the work schedule upon request.

The Employer will provide a minimum of twenty-four (24) hours notice to an employee if the Employer is changing a shift on the working schedule.

A shift is defined as days, evenings or nights.

Part-time employees' hours will be distributed as follows:

- a) Distributed by seniority up to fifty (50) hours bi-weekly on the master schedule.
- b) On the working schedule, the additional hours are equalized.
- c) After the schedule is posted, additional shifts are by seniority.

Rest Periods and Meal Periods

Rest periods and meal periods shall be as follows:

- i. A seven (7) hour shift , receive a one (1) hour unpaid meal period and two (2) fifteen (15) minute paid rest periods.
- ii. If a shift is greater than five (5) hours and less than seven (7) hours, receive one (1) hour unpaid meal period and one fifteen (15) minute paid rest period.
- iii. If the shift is greater than three (3) hours and up to five (5) hours, receive one paid fifteen (15) minute rest period.

iv. If a shift is three (3) hours or less, no meal period or rest period.

The Employer will not schedule split shifts.

Subject to the approval of the Employer, employees may exchange shifts (not give away) within the classification and there shall be no overtime or any premium as a result of the shift exchange.

No employee shall work in two (2) classifications.

ARTICLE 31 – PREMIUMS

31.01 Shift Premium

Effective March 23, 2011, a shift premium of seventy-five cents (75¢) per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

31.02 Weekend Premium

Effective the date of ratification of the parties, employees shall be paid a weekend premium of an additional thirty-five cents (35¢) per hour for all hours worked between Friday at 11:00 p.m. and Sunday at 11:00 p.m. This premium shall be in addition to the shift premium.

ARTICLE 32 – OVERTIME

32.01 Authorized work performed in excess of seven (7) hours per day or seventy (70) hours by-weekly shall be paid for at the rate of time and one half (1 ½) the employee's regular hourly rate. Overtime opportunities will be distributed by seniority among the employees normally performing the work. There shall be no pyramiding or duplicating of benefits or premiums.

32.02 Any employee required to work on his regularly scheduled day off shall be paid at one and one-half (1 ½) times the regular rate. It is agreed and understood that time off between work assignments for a part-time employee shall not be considered as scheduled days off and a part-time employee shall have no entitlement under this clause.

32.03 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked unless requested by the employee in writing.

32.04 Call-Back

An employee who has left the premises of the Employer and who is requested to and reports for work outside of his regular scheduled working hours shall be paid a minimum of four (4) hours pay at straight time or the rate of time one and one-half (1 ½) for the hours so worked whichever is the greater, provided the hours so worked do not overlap and extend into his regular shift. If the hours so worked under this call-in provision overlap and extend into his regular shift, he shall receive pay only for the hours actually worked prior to the commencement of this regular shift at the rate of the time of one and one half (1 ½) of his regular rate of pay.

ARTICLE 33 - ANNUAL VACATION AND STATUTORY HOLIDAYS

33.01 a) (i) Paid Vacation for Full-Time Employees

The following shall be the vacation entitlement:

Less than 1 year- 1.25 days for each month of service

After 1 year of service- 3 weeks based on 1.25 days for each month of service

After 4 years of service- 4 weeks based on 1.66 days for each month of service

After 10 years of service- 5 weeks based on 2.08 days for every month of service

After 18 years of service- 6 weeks based on 2.5 days for every month of service

After 28 years of service- 7 weeks based on 2.92 days for every month of service

- (ii) If an employee is absent without pay for more than thirty (30) calendar days in the previous vacation year, the employee will be entitled to his/her vacation time off in the current vacation year; however, in this instance, vacation pay will be calculated on the appropriate percentage (i.e. three (3) weeks = 6%) of the employee's previous year's gross earnings. Notwithstanding the above, an employee who is off on compensable injury or illness, pregnancy and parental leave, emergency leave and bereavement leave shall retain his regular vacation pay for a period of twelve (12) months from the date of absence.

b) Part-Time Vacation

The following vacation entitlement shall apply to part-time employees as indicated:

Up to four (4) years of service – 4% of gross earnings
 After four (4) years of service – 6% of gross earnings
 After nine (9) years of service – 8% of gross earnings
 After fifteen (15) years of service – 10% of gross earnings
 After twenty-three (23) years of service – 12% of gross earnings

All part-time employees will be paid vacation pay on each pay cheque.

- 33.02** a) Where a day that is designated as a paid holiday for an employee falls within the employee's vacation period, the holiday shall not be counted as a day of vacation leave.
- b) Any full-time employee while on vacation who becomes ill or injured for more than three (3) days will be allowed at some future date to take additional time off for the period covering the illness or the injury that occurred during his vacation, provided he notifies the Employer of this fact during his vacation and the injury or illness is verified by a certificate signed by a duly recognized medical practitioner. Any additional days that are allowed because of the sickness or accident will be paid out of the full-time employee's sick leave credits.
- c) A full-time employee shall be eligible to carry over vacation from one year to the next provided that such vacation credits standing to the employee's account at no time exceeds one hundred and fifty percent (150%) of the employee's normal annual entitlement. The Employer reserves the right to schedule an employee off work on vacation in instances where an employee has vacation credits standing to his account in excess of one hundred and fifty percent (150%) of his normal annual entitlement.

EXAMPLE:

<u>Annual Vacation Entitlement</u>	<u>Maximum Credits at any Time</u>
2 weeks	15 days
3 weeks	22.5 days
4 weeks	30 days
5 weeks	37.5 days
6 weeks	45 days

33.03 Full-time and part-time employees must submit written requests for vacation each year as follows:

<u>Submitted</u>	<u>Time Period</u>	<u>Employer Posts Schedule</u>
April 1	May-Oct	April 30
October 1	Nov-April	October 31

Every attempt will be made by the Employer to grant vacation as requested for the April 1 and October 1 requests; however, where conflicts arise amongst employees as to the choice of vacation times, consideration shall be given to the respective length of service of such employees, their vacation preferences in prior years and staffing requirements, in the final determination of the vacation schedule. Approved vacation shall not be changed without the consent of the affected employee.

Any vacation not requested during the April 1 and October 1 deadlines shall be requested in writing to be taken within the same vacation year with at least two weeks' notice; such vacation shall be approved at the sole discretion of the Employer, without consideration to length of service.

33.04 Paid Holidays

The following paid holidays will be observed during the life of this Collective Agreement as follows:

New Year's Day	Good Friday	Victoria Day
Canada Day	August Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day	Boxing Day
Floating Holiday (2 days)		

The employee requesting a floating holiday shall apply in writing two (2) weeks in advance of the date in which he wishes to absent himself, and where there is a conflict the seniority of employees and the efficient operation of the Employer shall be the governing factors. If the holiday is not taken during the calendar year, the employee shall be reimbursed for it in December of calendar year.

Part-time employees will be entitled to the above-mentioned paid holidays, with the exception of the two (2) floating holidays provided they meet the qualifications under the *Employment Standards Act*.

33.05 If a public holiday falls on a day that would not ordinarily be a working day for an employee or a day on which the employee is on vacation, the Employer shall substitute another day that would ordinarily be a working day for the employee to take off work and for which he or she shall be paid public holiday pay as if the substitute day were a public holiday.

A day that is substituted for a public holiday under clause 34.04 shall be:

- (i) a day that is no more than three months after the public holiday; or
- (ii) if the employee and the Employer agree, a day that is no more than twelve (12) months after the public holiday.

33.06 Any employee required to work on any of the holidays designated under *Article 33.04* of the Agreement shall receive salary at two and one half (2½) times the employee's regular rate or at one and one half (1½) times the employee's regular rate in addition to a day off, with pay, in lieu of the holiday. If the employee elects to take the lieu day, such lieu day must be taken within six (6) months following the holiday he worked on at a time mutually agreed upon by the employee and his supervisor. Where the lieu day is not taken during the above-mentioned period, the employee shall be paid for the lieu day; request for specific lieu days off must be submitted to the supervisor at least one (1) week in advance. An employee's request for an extra day off with pay shall not be unreasonably refused.

33.07 In order to qualify for payment of any of the above holidays an employee shall be required to work his last regular scheduled shift immediately preceding the holiday and his next regularly scheduled shift immediately following the holiday. No pay for a holiday not worked shall be made to any employee on leave of absence, or Workers Safety Insurance Board claim or on absence for sickness or non-compensable accident.

ARTICLE 34 – HEALTH EXAMINATIONS

34.01 When required by the Employer, the employee will submit to a complete medical examination, inoculations and vaccinations; it being understood that the expense of any medical examinations, functional abilities assessments, inoculations, vaccinations, etc. which are required under this clause, shall be borne by the Employer. The Employer will require a functional ability assessment as a condition of employment, and for accommodation under the *Ontario Human Rights Code*. It is understood that when a medical examination occurs during an employee's regular scheduled shift, such employee will be compensated up to a maximum of two (2) hours' loss of pay due to such medical examination.

ARTICLE 35 – RETROACTIVITY

35.01 For all employees the new wage rates set out in this Agreement shall be retroactive to January 1, 2012 for all paid hours. Similarly, for those who have terminated since January 1, 2012, the new wage rates shall be paid retroactively for all paid hours until the date of their respective termination. They shall have thirty (30) days from the date of notification thereof by the Employer to request their pay. The Employer shall notify such employees of their entitlement as soon as possible by registered mail at their last known address. Unless otherwise specified all other terms of this Agreement shall be effective on date of award or of ratification.

ARTICLE 36 – VALIDITY OF AGREEMENT

36.01 In the event of any of the provisions of this Agreement or any practice established thereby being contrary to the provisions of any applicable law hereinafter enacted, this Agreement shall not be deemed to be abrogated, but shall be amended so as to conform with the requirements of any such law.

ARTICLE 37 – TERM OF THE AGREEMENT

37.01 This Agreement shall be in effect from January 1, 2012 and shall remain in effect until December 31, 2014. Unless either party gives to the other party a written notice of termination or a desire to amend this Agreement then it shall continue in effect for a further year without change, and so on from year to year thereafter.

37.02 Notice that amendments are required or that, either party intends to terminate this Agreement may only be given within a period of not more than ninety (90) days and not less than thirty (30) days prior to the expiration date of this Agreement or any anniversary date of such expiration date.

37.03 If notice of amendments or termination is given by either party, the other party agrees to meet for the purposes of negotiations within twenty (20) days of the giving of such notice, if requested to do so.

37.04 The cost of printing and distributing sufficient copies of the Collective Agreement to the parties shall be borne equally by the Employer and the Union.

SIGNED ON THE 30th DAY OF February, 2015.

FOR THE HOME:

[Signature]
[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

SCHEDULE "A" - WAGES AND CLASSIFICATIONS

		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Certified	CSS-ADP Ass't/RSSA Ass't						
Jan 1/12	2% wage increase	\$17.34	\$17.88	\$18.42	\$18.97	\$19.38	\$19.83
Jan 1/13	1% wage increase	\$17.51	\$18.06	\$18.60	\$19.16	\$19.57	\$20.03
Jan 1/14	0.7% wage increase	\$17.63	\$18.19	\$18.73	\$19.29	\$19.71	\$20.17
Uncertified							
Jan 1/12	2% wage increase	\$17.03	\$17.57	\$18.12	\$18.67	\$19.07	\$19.52
Jan 1/13	1% wage increase	\$17.20	\$17.75	\$18.30	\$18.86	\$19.26	\$19.72
Jan 1/14	0.7% wage increase	\$17.32	\$17.87	\$18.43	\$18.99	\$19.39	\$19.86

LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 146-01, CLC
AND
THE BOARD OF MANAGEMENT OF CASSELLHOLME, EAST NIPISSING
DISTRICT HOME FOR THE AGED

The Employer shall have the right to divert employees from RSS to the Day Program during the lunch period if required for operational needs that are justifiable and reasonable. The diverted employees shall not be adversely affected should there be a shortfall in the remainder of their regular duties for the remainder of their scheduled shifts.

SIGNED ON THE 15th DAY OF FEBRUARY, 2015.

FOR THE HOME:

FOR THE UNION
















