

COLLECTIVE AGREEMENT

Between:

**BELVEDERE HEIGHTS HOME FOR THE AGED
(DISTRICT OF PARRY SOUND WEST)**



Belvedere Heights

And

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4824**

CUPE / Canadian Union
of Public Employees

Term: April 1, 2023, to March 31, 2025

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ARTICLE 1 - RECOGNITION AND SCOPE

1.01 The Home recognizes the Union as the exclusive collective bargaining agent for all employees at the Home in Parry Sound save and except professional nursing staff, physiotherapists, occupational therapists, adjuvants, managers, supervisors, foremen, persons above the ranks of supervisor and foremen, office staff, security guards and students employed during school vacation period.

1.02 The parties acknowledge that the Home is governed by the *Long Term Care Homes Act*, and other legislation including any successor legislation and various related statutes and the regulations thereunder. It is agreed between the parties hereto that if there is any conflict in any way between these Acts or regulations and the provisions of this Agreement, then the provisions of the Act or any regulations pursuant thereto shall govern. This Agreement is further subject to the terms of the Service Agreement between the Employer and the Ministry of Health and Long-term Care of the Province of Ontario.

The Home agrees to abide by all applicable legislation governing Employers in the province of Ontario.

There shall be no discrimination either by the Home or the Union because of age, sex, marital status, union membership, race, creed, colour, nationality, ancestry, place of origin, or place of residence as such terms may be defined in the *Ontario Human Rights Code*.

The parties agree to abide by the *Ontario Human Rights Code*.

1.03 The word "employee" or "employees" wherever used in this Agreement shall mean only the employees in the bargaining unit as defined above.

1.04 Wherever the singular or masculine is used in the 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.

1.05 The term "administration days" shall mean the days upon which the administrative office of the Home is open.

1.06 The term "student" means, for the purposes of this Agreement, an employee who is at least sixteen (16) years of age and in regular attendance at a high school, community college, university or other educational institution except for those employees who are returning to school for professional upgrading in their employment category and continue employment in their classification.

1.07 The term "full-time employee" is an employee who is regularly scheduled by the Employer to work sixty (60) or more hours biweekly.

- 1.08 A "part-time employee" is an employee who is regularly scheduled by the Employer to work less than 60 hours biweekly and is not a full-time employee. It is the responsibility of each part-time employee to be available on a regular basis satisfactory to the Home to meet its scheduling and call-in requirements during each scheduling period. Where an employee is regularly unavailable to work as scheduled, such employee shall be deemed to have failed to meet their aforementioned responsibility, and the Home, in its discretion, may impose discipline. A part-time employee shall also be available to work two (2) of every three (3) weekends in accordance with this Collective Agreement, however where possible the Employer will endeavour to continue its present practice of scheduling part-time employees every second weekend. Part-time employees shall also accept at least three (3) call-in assignments per month if the work is offered. Part-time employees shall retain that status when working as a temporary replacement for a full-time employee who is absent due to vacation or other reasons.
- 1.09 "Casual employee" means a person hired for a specific period of time or on a casual basis or as a temporary employee and is not regularly scheduled. Casual employees are not entitled to receive payment in lieu of benefits, accumulate seniority.
- 1.10 The term "weekend" for the purposes of this Agreement shall include shifts where the majority of hours worked falls between midnight Friday and midnight Sunday.
- 1.11 "Job share" refers to a situation where two (2) employees share a designated position that covers 60 to 75 hours in a two (2) week pay period. Each employee shall be regularly scheduled to work fifty percent (50%) of the total shifts in any two (2) week pay period. When a job share employee is absent for any reason, the job share partner shall be requested to work those shifts up to the maximum of full-time hours. Job share employees may be called in to work other shifts in accordance with the terms of the Collective Agreement.

Any job share arrangements in place as a result of the grievance settlement of June 10, 2016 (Grievance 24-14) will be governed by the provisions of Article 1.11 as found in the Collective Agreement which expired March 31, 2017.

ARTICLE 2 - GENERAL PURPOSE

- 2.01 The parties to this Agreement desire to establish an orderly collective bargaining relationship conducive to the mutual well-being of the Employer and, the employees represented by the Union while providing a process to promote the prompt disposition of grievances and maintaining a high level of service delivery and efficiency of operation to the residents of the Home. The parties declare that in all instances and circumstances they commit themselves to the happiness, security, and physical, emotional, and spiritual well-being of the residents of the Home.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Home agrees that for the duration of this Agreement, it will not enter into any other agreement or contract with any of the employees, either individually or collectively, which will not conform to the provisions of this Agreement.
- 3.02 Each of the parties hereto agree that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee because of membership, holding elected positions in the union, or non-membership in the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Except to the extent specifically modified by this Agreement, all rights and prerogatives of management are retained by the Employer. The Home's exclusive rights, powers and authority shall include but not be confined to:
- (a) the right to plan, direct, control and alter all operations and the right to designate, establish, revise, or discontinue departments, subject to the express terms of this Agreement.
 - (b) the right to: make, enforce and alter, from time to time, reasonable rules and regulations to be observed by the employees; hire, transfer, promote, demote, classify, assign duties, layoff, retire, recall, discharge, suspend or otherwise discipline employees, provided that a claim that an employee who has completed his probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
 - (c) the right to determine: the work to be done and the methods, techniques, equipment, and materials to be used; the location, work assignments, standards of performance and number of employees required; scheduling; the extensions, limitation, curtailment or cessation of operations or any part thereof;
 - (d) the right to maintain order, discipline for cause, efficiency, and standards of performance; and
 - (e) the right to determine; the services to be provided; the schedule of hours of work; the number of shifts; the requirement of a medical examination; whether there shall be overtime and who shall perform such work; the number of hours to be worked; starting and quitting times; and generally, the right to manage the Home subject to the express terms of this Agreement.

ARTICLE 5 - UNION MEMBERSHIP & DUES

- 5.01 The Union agrees there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Home, except as specifically permitted by

this Agreement or in writing by the Home.

- 5.02 It is agreed that an employee may exercise or refrain from exercising his right to become a member of the Union or may cease to be a member of the Union, but all bargaining unit employees shall pay union dues as though they were members of the Union.
- 5.03 As a condition of employment for all employees who have completed the probationary period, the Home will deduct from each biweekly pay an amount equivalent to the regular monthly Union dues, as authorized from time to time by the Union.
- 5.04 The Home agrees to remit the total amount of such deductions, by cheque, along with a list of employees' names, addresses, and phone numbers, for whom deductions were made, to CUPE National not later than the fifteenth (15th) day of the following month for which the deductions were made. A copy of this list shall also be forwarded to the Secretary of Local 4824.
- 5.05 It is expressly understood and agreed that the Union will save the Employer harmless and indemnify the Employer for any claim arising pursuant to any deduction made hereunder. The Union shall notify the Employer in writing of any change in the amount of Union dues thirty (30) days prior to the effective date of such change.
- 5.06 The Employer shall introduce a new employee to the Union Steward or Representative at an appropriate time and provide the Union Steward an opportunity to meet with the new employee for a period of no more than 15 minutes to advise the new employee of their rights and obligations under the terms of the Collective Agreement and to provide a copy of that Agreement. The Employer will provide sufficient copies to the Steward.

The Employer shall add to their orientation package a list of current executive members as updated and prepared by the Union.

The Employer agrees to provide, at no cost to the union, an appropriate secure filing cabinet for the use of the local Union in the Home. Members of the local Union executive shall be entitled to book meeting space in the Home, at no cost, to meet confidentially with members and review confidential documents.

ARTICLE 6 - NO STRIKES OR LOCKOUTS

- 6.01 During the lifetime of this Agreement and while negotiations (including arbitration proceedings) for a renewal Agreement are taking place, the parties agree that the Employer shall not lock out any of its employees and the Union and the employees will not strike, picket, restrict or otherwise interfere with the Employer's operations.

ARTICLE 7 - NEGOTIATING COMMITTEE

- 7.01 The Union may designate a Negotiating Committee for the purpose of negotiating

amendments to this Agreement, or a new Agreement and such Committee shall consist of:

- (i) Three (3) employees, including the Chief Steward, where possible, not more than one employee from any one department.
- (ii) An employee member of such Negotiating Committee shall be paid his regular rate for all regular scheduled working hours lost due to attending negotiating meetings with Management up to four (4) days, provided they have given as much advance notice as reasonable and obtained the prior permission of his department manager to leave his regular duties for such meetings. Permission for such purposes will not be unreasonably withheld.

ARTICLE 8 - UNION REPRESENTATION

8.01 The Home will recognize the election and/or appointment of not more than four (4) employees selected by the Union, to be known as "stewards". There shall be a limit of two (2) stewards from any one department.

One of the above stewards may be designated as the chief steward. In order to provide proper representation for employees, the Union will appoint a temporary steward to act in the place of any steward who is absent from work for a period of more than seven days. The Union will inform the Home of the name of the appointee.

8.02 The Union shall keep the Executive Director or designate notified in writing of the names of its currently authorized stewards.

8.03 One steward shall be given time off to assist an employee in presenting a grievance during working hours under the following conditions:

- (a) the presentation must be to the management of the Home. Employees having grievances may discuss these with the steward as follows;
- (b) the time shall be devoted to the prompt handling of the grievance;
- (c) the steward and the employee having the grievance shall obtain the permission of their immediate manager/supervisor before leaving work;
- (d) the time away from work shall be reported to their immediate manager/supervisor so that a proper record may be kept;
- (e) the Employer reserves the right to limit such time if it deems the time so taken to be excessive;
- (f) the chief steward shall be recognized to act in all departments.

8.04 Right to have a Steward Present

An employee subject to formal disciplinary action shall have the right of representation by a steward at the meeting with the Employer.

The Employer shall advise the employee of their right to have representation of a Union steward. In the event that an employee does not wish representation of a steward, the employee shall be required to sign a form provided by the Union indicating this.

In the event that a steward is not available and immediate action is required, the Employer shall contact the Union President by phone and if no answer, leave a voice message, regarding the purpose of the call.

If there is no Union steward available, the Employer shall wait until the next business day to conduct the meeting.

8.05 Where the Employer has information that might lead to disciplinary action and, in the judgement of the Employer, an employee should be removed from the workplace while an investigation into matters takes place, the employee may be placed on a non-disciplinary suspension which shall be paid, subject to the provisions below.

The suspension will be communicated to the employee in question. If they are advised of the suspension in person and there is a steward on duty at the time, then the suspension will be communicated in the presence of the steward. If there is no steward on duty, then the Employer shall contact the Union President by phone and if no answer, leave a voice message regarding the purpose of the call.

If the employee is advised of the suspension by telephone, then the Employer shall contact the Union President by phone and if no answer, leave a voice message regarding the purpose of the call.

Once the investigation is complete, the Employer may take disciplinary action if appropriate. Where the result is a disciplinary suspension, the Employer may apply that discipline to the period of time spent off work during the investigation so all or part of it, as the case may be, shall be unpaid.

This paragraph will apply to allegations which are in the nature of resident abuse, criminal activity, bullying or harassment.

8.06 Labour-Management Committee

Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following shall apply:

- (a) An equal number of representatives of each party, from a minimum of 3 to a

maximum of 4, shall meet at a time and place on which they agree. At least one representative shall be a steward.

- (b) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and minutes shall be posted on the staff bulletin board.
- (c) The purpose of the Committee includes:
- Promoting and providing effective and meaningful communication of information and ideas;
 - Making joint recommendations on matters of concern including the quality of care;
 - Discussing and reviewing matters, which are of mutual benefit to the parties, but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.

Time spent attending such meetings shall be paid at the regular straight time hourly wage rate and shall not be included for the purpose of calculating hours worked or overtime.

The CUPE National Representative and/or a representative of the Employer may attend the meeting.

- 8.07 The Union shall have the right to have the assistance of a National Representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement, provided the representative requests access to the premises in advance. The Employer has the right to limit such access, if in the Employer's opinion it is disruptive to the operations of the home.
- 8.08 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or designate and the Secretary of the Union or designate.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 A grievance is defined as a complaint relating to the interpretation, application, administration, or alleged violation of this Agreement.

9.02 It is the mutual desire of the parties that grievances shall be adjusted as quickly as possible. It is understood that an employee has no grievance until they have first given their immediate manager/supervisor or designate an opportunity to adjust the complaint. Any complaint shall be discussed with the manager/supervisor or designate concerned within fourteen (14) calendar days after the circumstances giving rise to the complaint occurred or originated. If the supervisor is unable to adjust the complaint to the employee's satisfaction within seven (7) calendar days, the Union may proceed with the grievance procedure at Step 1.

9.03 The time limits noted in Articles 9 and 10 shall be extended by the number of holidays occurring within such designated period. Time limits may be extended further with the written consent of both parties.

9.04 No complaint shall be considered a grievance or processed where the circumstances giving rise to it occurred or originated more than fourteen (14) calendar days before the grievance is brought to the manager's/supervisor's attention pursuant to Article 9.02 above.

9.05 STEP NO. 1

The Union having a grievance shall refer it to his immediate manager/supervisor or designate within seven (7) calendar days of the date on which the manager/supervisor or designate responded to or ought to have responded to the employee's complaint pursuant to Article 9.02. The nature of the grievance, the remedy sought and the relevant sections of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. The manager/supervisor or designate shall reply to the Union giving the answer to the grievance within seven (7) calendar days after receipt of the grievance.

STEP NO. 2

If further action is then to be taken, then within seven (7) calendar days after the decision is given in Step No. 1, the Union shall submit the grievance in writing to the Administrator or designate. A meeting will then be held within fourteen (14) calendar days between the Administrator or designate, the grievor, and the Union. It is understood that, at such a meeting, the Administrator or designate may have such counsel and assistance as they may desire, and that the Union may have the representative of CUPE National present at the request of either the grievor, the Union or the Employer. The decision of the Administrator or designate shall be given in writing within seven (7) calendar days following the meeting.

STEP NO. 3

Should the Administrator or designate fail to render his decision as required in Step No. 2 or failing settlement of any grievance under the foregoing procedure, the grievance may be referred to arbitration by either the Employer or the Union. If no written request

for Arbitration is received within thirty (30) calendar days after the decision is given or ought to be given under Step No. 2, the grievance shall be deemed to have been abandoned. The same grievance shall not be the subject matter of a further grievance.

Any of the allowances may be extended by mutual consent.

9.06 Any grievance, which has been disposed of under the terms of this article or under the terms of the Discharge Grievance clause or Arbitration clause, shall not be made the subject of another grievance.

9.07 Discharge Grievance

A grievance in relation to discharge will be initiated at Step No. 2. The discharge of a probationary employee shall not be the subject of a grievance unless the employee alleges that the Employer acted in bad faith, arbitrarily or in violation of any statutory provision, including the *Human Rights Code*. In the event that a probationary employee alleges that the Employer has acted arbitrarily, in bad faith or in violation of a statutory provision, the onus rests on the employee and the Union to establish that the Employer acted inappropriately.

9.08 Employer and Union Grievances

The Union or the Employer may initiate a grievance beginning at Step 2 of the grievance procedure. Such a grievance must be filed within fourteen (14) calendar days from the date on which the incident giving rise to the grievance became known or should have become known and shall be in the form prescribed in Step 1. The Union may not institute a grievance directly affecting an employee or employees, which such employee or employees could themselves institute and the regular grievance shall not therefore be bypassed. A Union grievance shall be signed by a Union representative and submitted to the Employer. An Employer grievance shall be submitted by the Employer to a Union representative or to a steward and shall be signed by a representative of the Employer.

9.09 Group Grievance

A "group grievance" is defined as a single grievance, signed by a steward or a Union representative on behalf of a group of employees who have the same complaint. Such a grievance must be dealt with at successive stages of the grievance procedure, commencing with Step 1. The grievors shall be listed on the grievance form. Should such a grievance be referred to arbitration, the matter shall be adjudicated as a group grievance.

9.10 An employee may request the presence of a steward at any meeting with management during the procedures identified in Article 9.0.

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party of this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall within fourteen (14) calendar days thereafter designate its nominee to the Board of Arbitration. The two so nominated shall endeavour, within fourteen (14) calendar days after the appointment of the second of them, to agree upon a third person to act as Chairperson of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairperson within fourteen (14) calendar days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairperson of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration of fourteen (14) calendar days from the date of the appointment of the second of them, or prior to the appointment of the Chairperson within the said period of fourteen (14) calendar days, to discuss the grievance submitted to them with a view to mutual settlement.

10.02 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.

10.03 Each of the parties shall pay its own expense including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chairperson.

10.04 The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration, or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.

10.05 The Board of Arbitration shall have no power to alter, add to, subtract from, modify, or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairperson shall govern.

10.06 All agreements reached under the grievance and arbitration procedures between the Employer and the Union, and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.

10.07 Any grievance involving the interpretation or application, administration, or alleged violation of this Agreement, which has been disposed of hereunder, shall not be made the subject of another grievance.

10.08 At the arbitration stage of the grievance procedure the parties may have the assistance of the employee (or employees) concerned as witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Home for the Aged.

10.09 Sole Arbitrator

In the event that one party wishes to submit a grievance to arbitration and is content that the matter be dealt with by a sole arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as three (3) alternative choices as to a sole arbitrator. If the parties can agree to a sole arbitrator within twenty-one (21) calendar days of the notice referring the matter to arbitration the matter shall be determined by a sole arbitrator and failing such agreement the regular arbitration procedure shall apply.

10.10 By mutual consent, the parties may agree to use the services of a mediator, the parties agree to share the costs of mediation.

10.11 Mediation – Arbitration

Upon mutual consent, grievances may proceed through the grievance procedure to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informed manner.

The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator after consulting with the parties, may establish or limit the nature and extent and form of the evidence and may impose such conditions, as they consider appropriate.

The parties agree to have all grievances under this provision heard by any one of the following persons sitting as a single Mediator/Arbitrator under Section 50 of the *Labour Relations Act*:

Brian Sheehan
William Kaplan
Louisa Davie

If in the opinion of either party, any one of the above persons are not reasonably available to hear the matter, then the parties shall select another Mediator/Arbitrator by agreement.

Each of the parties shall pay one-half (1/2) of the expenses and fees of the Mediator/Arbitrator.

ARTICLE 11 - SENIORITY, LAYOFF, AND RECALL

- 11.01 Seniority is the ranking of employees in accordance with their length of employment with the Employer since their last date of hire.
- 11.02 (a) Full-time seniority shall accumulate from the seniority date, taking into account Article 13, if applicable.
- (b) Part-time seniority shall be calculated in hours worked and 1,725 hours shall equal one year. Seniority shall include all hours worked and paid for.
- 11.03 (a) An employee shall be considered on probationary basis for a period of 450 hours but no longer than six (6) months, from the date of hiring. If the Employer has concerns within this period, the employee's probation may be extended by mutual agreement between the parties up to an additional three (3) months.
- (b) The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be the discretion of the Employer, provided in the Employer's opinion it can provide a rational basis for the dismissal based on performance and suitability.
- (c) Upon completion of such probationary period, the employee's name shall be placed on the seniority list and credited with four hundred and fifty (450) hours of seniority, in the case of full-time, credited back to date of hire.
- 11.04 The Home shall supply the chief steward and the Union with the seniority list quarterly. The seniority list shall also be posted on the employee bulletin board.
- 11.05 Any employee, who has completed their probationary period and is transferred to a position outside the bargaining unit, shall, if returned to a job within the bargaining unit, be reinstated to their original employment status (full-time or part-time). Any seniority formerly accumulated as of the date of transfer, as long as the Employer has continuously employed the employee while outside the bargaining unit and the employee returns to the bargaining unit within twelve (12) months of the date the transfer commenced, shall be recognized.

After twelve (12) months outside the bargaining unit, the employee shall forfeit all seniority rights under the Collective Agreement, unless:

- (a) the parties have agreed to extend this period, or
- (b) the employee's transfer is a result of a pregnancy and/or parental leave of another person. In such case the length of the assignment permissible under this paragraph will be the length of the underlying pregnancy and/or parental leave.

- 11.06 An employee's seniority rights shall cease to exist, and the employee shall be deemed to have terminated their employment with the Employer if the employee:
- (a) resigns;
 - (b) is discharged and such discharge is not reversed through the grievance procedure;
 - (c) fails to report on the first day following the expiration of an approved leave of absence unless a reasonable explanation is given to the Employer;
 - (d) is laid off for a continuous period of more than twenty-four (24) months;
 - (e) has been absent for three (3) consecutive scheduled working days without having notified the Employer, unless a reasonable explanation is given to the Employer;
 - (f) retires;
 - (g) is off work due to illness for a period of twenty-four (24) months or more;
 - (h) fails to notify the Employer of their intention to return to work within three (3) calendar days and/or return to work within fourteen (14) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing). It shall be the responsibility of the employee to keep the Employer informed of their current address;
 - (i) engages in gainful employment elsewhere while on leave of absence without the consent of the Employer.

11.07 Layoff and Recall

Layoff shall mean the discontinuance of a position or reduction in hours of a full-time position(s) or reduction in hours of a part-time position(s) due to lack of work or reduction or discontinuation of service or services. The discontinuation of services may be due to the elimination, temporarily or permanently, of a program or programs or to inadequate funding or to technological change.

- 11.08 (a) In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least 6 weeks' notice. This notice is not in addition to required notice for individual employees.
- (b) In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the *Employment Standards Act*. However, the *Employment Standards Act* will be deemed to be amended to provide notice to the affected employees as follows:

- service greater than 9 years – 9 weeks’ notice
- service greater than 10 years – 10 weeks’ notice
- service greater than 11 years – 11 weeks’ notice
- service greater than 12 years – 12 weeks’ notice

- 11.09 (a) The Employer shall layoff employees in the reverse order of seniority within their classification provided that there remain on the job employees who have the ability and required qualifications to perform the work.
- (b) An employee who is subject to layoff shall have the right to either:
- (i) accept the layoff; or
 - (ii) displace an employee who has lesser seniority in the bargaining unit (regardless of pay rate) if the employee originally subject to layoff is qualified and can perform the duties without training other than orientation. This clause shall be used for a maximum of two successive displacements. The second employee displaced shall be laid off without the right to displace another employee.

The decision of the employee to choose (1) or (2) above shall be given in writing to the Administrator within one calendar week following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.

11.10 Recall Procedure

Employees shall be recalled in the order of their seniority, provided they have the skills and qualifications required to perform the available work.

- (a) An employee shall have the opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.
- (b) An employee recalled to work in a different classification from which they were laid off shall have the privilege of returning or may be transferred, without posting to the position they held prior to the layoff, should it become vacant within one (1) year of the employee's recall.
- (c) Where possible, all extra shifts will be scheduled according to seniority so as to bring the most senior person on layoff up to their pre-layoff hours before moving to the person next in seniority.

- (d) 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, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (e) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) calendar days and/or return to work within fourteen (14) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing). The notification shall state the job classification to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (f) A laid off employee may retain the rights of recall for a period of twenty-four (24) months.

11.11 In the event that a layoff commences on the day immediately following a paid holiday, an employee otherwise qualified for holiday pay shall not be disentitled thereto solely because of the day on which the layoff commenced.

ARTICLE 12 - JOB POSTING, PROMOTIONS, DEMOTIONS AND TRANSFERS

- 12.01 (a) Where a vacancy occurs or a new job is created (unless advised by the Employer of their intentions to either not post or delay posting) by reason of termination, promotion, transfer, or the creation of a new position within the bargaining unit which is expected to exceed four (4) weeks, the Employer shall post notices of the position for not less than seven (7) calendar days. A copy of the notice shall be provided to the Union.
- (b) The Home shall name the successful applicant, if any, within seven (7) calendar days of the posting close. Within seven (7) calendar days of awarding the position, the name of the successful candidate shall be written on the job posting form, which shall be posted, and a copy given to the Secretary of the Union. If no suitable applications have been received within the posting period, the vacancy may be filled from outside the bargaining unit.
- (c) Only the original job and first vacancy from the successful applicant will be posted. Vacancies arising out of a second posting will be filled by the Home by offering these to the employees who applied for the original job or first vacancy and who have the qualifications and ability to perform the available work, in order of seniority. If vacancies remain after all such offers are made, they will otherwise be filled by the Home.

- (d) The Employer may fill a vacancy on a temporary basis until a permanent candidate has been selected. No outside applications shall be considered until all internal candidates have been considered.
- (e) Where a full-time position exists, the Employer shall not split the position into two (2) or more part-time positions without discussion and agreement with the Union. Such agreement shall not be unreasonably withheld.

12.02 In cases of transfer or promotion, the following factors shall be considered by the Employer:

- (a) qualifications and ability to perform the available work;
- (b) seniority.

When the factors in (a) above are relatively equal, factor (b) shall govern subject to the minimum qualifications of the job description.

12.03 Successful applicants for a permanent full-time job posting will not be permitted to reapply for any other posted job vacancy for a period of six (6) months.

12.04 If an employee is temporarily transferred to a higher paid classification for one full shift or more, they shall receive the next higher rate for the new classification group above their regular rate for the time so transferred.

12.05 Trial Period

The successful applicant to a new classification shall be placed on trial in the new position for a period of four hundred and fifty (450) hours worked. Such applicant shall become permanent after the trial period unless before the end of the trial period, the Employer feels that the employee is not suitable for the position and requires the employee to return to their former position.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage, or salary rate, without loss of seniority.

Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage, or salary rate, without loss of seniority.

12.06 Temporary positions

- (a) A temporary position that is posted for the purpose of replacing permanent employees absent on pregnancy/parental leave or other approved leave of absence, shall not end until the permanent employee returns to active

employment or twelve (12) months, or whichever comes first. If the employee does not return, the job shall be posted.

- (b) Save and except a part-time employee who is applying for a temporary full-time position, an employee awarded a temporary position shall be allowed to apply for another temporary position, provided the employee has completed or will have completed their term in the present position prior to the starting date of the new position.
- (c) Except in circumstances where the employee is absent due to a short-term illness of less than three (3) days, approved vacation or bereavement leave, any employee who applies for a temporary job posting must be available to commence work on the effective date to be deemed the successful applicant under Article 12.02.
- (d) If the successful candidate of a temporary position is off due to illness or injury when that employee returns, they shall resume the temporary posting for the remaining duration or until the permanent employee returns, whichever is sooner.
- (e) In the circumstances whereby, an employee is absent for 24 months or more, and the prognosis is one that would indicate that the absence shall be of greater duration and there is a reasonable likelihood of the employee returning to work, the vacancy created shall be posted as a permanent position. It is understood that should the permanent employee return to work, they shall have access to their former position through the exercise of their seniority rights and bump the least senior person.
- (f) An employee who voluntarily posts into or is selected by the Employer to fill a temporary position shall be returned to their former employment status (full-time or part-time) and position after completion of the temporary assignment without loss of seniority.

12.07 Save and except in the event of layoff or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

12.08 The parties agree that it shall be a standing item at all Labour Management Committee meetings to discuss part-time postings in the Home. The Employer will consider any recommendations made by the Union to modify part-time postings to full-time postings.

ARTICLE 13 - TRANSFER OF SENIORITY

13.01 A change in status (full to part-time or the reverse) shall not mean a change in level in the salary grid.

13.02 For purposes of seniority, a part-time employee transferring to full-time shall have the

employee's seniority determined on the basis of 1,725 hours equals one year of full-time seniority. The employee's seniority date shall be adjusted on the basis of the full-time seniority equivalent for one year. The employee's name shall be placed appropriately on the full-time seniority list giving recognition to the foregoing.

- 13.03 A full-time employee who transfers to part-time shall be placed on the seniority list on the basis of one year equals 1,725 hours of part-time seniority, the employee shall be given an adjusted seniority date.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

- 14.01 The normal full-time work schedule shall be composed of seven and one-half (7 ½) hour shifts or seventy-five (75) hours over a two (2) week period, exclusive of one-half (1/2) hour unpaid meal periods. The Employer also utilizes four (4) and five (5) hour work shifts within the Home. It is understood, however, that this does not constitute a guarantee as to either hours of work or working schedules.

- 14.02 A new employee shall be deemed hired for all shifts unless mutually agreed to otherwise. Part-time employees may be requested to work as required on any shift at any time.

- 14.03 Notwithstanding Article 14.01, the existing practice regarding hours of work for nursing staff shall be maintained. An employee outside the Nursing Department who is asked to work during their meal period will be permitted make-up time for the meal period upon completion of the work.

- 14.04 The Home shall schedule two (2) fifteen-minute rest periods, one in each half of a seven and one-half (7 ½) hour shift. Shifts of four (4) and five (5) hours shall include one (1) scheduled fifteen-minute rest period.

- 14.05 No employee will be scheduled to work more than six (6) consecutive days without receiving where practicable, at least two (2) consecutive days off having due regard to the Employer's operations. The Employer will act reasonably in the exercise of this scheduling provision.

- 14.06 Full-time employees will be scheduled every second weekend off. Part-time employees will be scheduled at least one weekend in three, off.

14.07 Shift Schedules

Schedules will be posted two (2) weeks in advance for a minimum of a four (4) week period. Special requests must be submitted one (1) week prior to posting. Once posted, employee work schedules shall not be altered except in the case of emergency or unless someone is returning after an approved leave or illness. The Employer shall give maximum notice as is reasonable under the circumstances should the schedule be changed as a result of someone returning after an approved leave or illness. The

Employer will not arbitrarily change the schedule. Employees shall be allowed to request single or multiple days of vacation and lieu or floating holidays after the schedule has been posted. The Employer will grant those requests subject to the operational requirements of the Home.

In scheduling the normal hours of work, the Home agrees to schedule employees within their job classification as follows:

- (a) Full-time employees shall be scheduled up to a maximum of seven and one-half (7 ½) hours per day and seventy-five (75) hours biweekly.
- (b) Part-time employees shall be scheduled relatively equal over the posted work schedule.
- (c) The Union shall receive a copy of the schedule for each department once it is posted. Following the end of the time period covered by a schedule, the Union shall receive a copy of the same schedule modified to capture what has been worked since it was posted. This second schedule will be provided within 2 weeks after its end, but delivery may be delayed by 1 week by the short-term absence of a department's manager, or Nursing Secretary in the case of the Nursing Department.

14.08 The Home will make every effort to accommodate preferred shifts.

14.09 (a) Requests for a change of scheduled working hours must be submitted in writing and co-signed by the employee willing to exchange shifts. The request for such change shall be subject to approval by the supervisor within seven (7) days, which shall not be unreasonably withheld.

(b) The Home will not pay overtime pay resulting from such an exchange of shifts.

14.10 The parties confirm that when the change in hours is made from Daylight Savings Time to Eastern Standard Time and vice-versa employees will be paid for actual hours worked.

14.11 In the case where employees are required to rotate on the day, evening and/or night shifts, the Home will endeavour to arrange shifts such that there will be a minimum of twenty-four (24) hours between the beginning of the shifts and the changeover of the shifts or thirty-two (32) hours if there is one (1) day off or fifty-six (56) hours if there are two (2) days off between the change of shifts.

14.12 Overtime

An employee shall be paid one and one-half (1 ½) times his regular hourly rate for all hours worked:

- (a) in excess of seventy-five (75) hours in a biweekly period;

(b) in excess of seven and one-half (7 ½) hours in any day; but not for both.

Overtime rates do not apply when an employee voluntarily requests a change in shifts or changes a shift or shifts with another employee. Overtime shall not be generated by the change from standard time to daylight saving or vice versa. When an employee requests additional time, overtime shall be paid in accordance with the *Employment Standards Act*.

14.13 It is understood that employees who are entitled to overtime pay will not be required to take time off in lieu of such pay.

14.14 Call-in for Overtime Hours

Where the Employer has exhausted the steps in 30.03 to call-in an employee to work at regularly hourly rates, and the Employer determines that it will fill the shift at overtime rates, then the following procedure will apply.

- (a) Each call-in shall be by seniority beginning with the full-time employees in the job class where the overtime is to be worked.
- (b) If a shift is not filled, then part-time employees in the same job class will be called, again in order of seniority.
- (c) For clarity, employees are eligible to be called for a shift under this provision if they have been by-passed for that shift under 30.03 (d).

The Employer will exhaust the overtime call-in process, above, before calling an agency to supply staff to work at the Home.

14.15 If an employee is required to work an extra continuous seven and one-half (7 ½) hour shift as overtime, they shall be paid a ten-dollar (\$10.00) meal allowance in addition to overtime rate pay. If an employee is required to work an extra three (3) hours overtime at the start or end of their shift, they shall be paid a five-dollar (\$5.00) meal allowance in addition to their overtime pay.

14.16 Pre-scheduled overtime shall be offered to the most senior employee who possesses the necessary skills and competence to perform the job in question.

Over time as the result of extension of a shift shall be offered to the most senior employee currently at work who possesses the necessary skills and competence to perform the job in question.

In all cases, the work will be offered by seniority within the classification and then within the department subject to the requirement of skills and competence above.

- 14.17 All employees called back to work after completing a shift shall be guaranteed a minimum of four (4) hours' pay at the appropriate overtime rate for each such call-back, unless such call-back is a requirement of the job, in which case the employee shall be paid for a minimum of one hour at the appropriate rate of pay.
- 14.18 An employee reporting for work on their regular shift and no work is available, shall be paid their regular rate of pay with a minimum of four (4) hours' pay or their regularly scheduled hours, whichever is less, provided they perform any duties assigned by the Employer which they are capable of doing.
- 14.19 When an employee is called in as a replacement in the period one-half (½) hour before or after the start of the shift and attends at work within one (1) hour of the call, they shall be paid for their full scheduled shift.

ARTICLE 15 - ABSENCE FROM WORK AND REPORTING

- 15.01 Except in cases of emergency, if an employee is unable to report for work, they shall give their manager or designate as much advance notice as possible to allow for replacement.
- 15.02 An employee who is off work due to illness or injury for a short term must notify the Employer in accordance with the following schedule when they are fit to return to work;
- (a) by 2:00 p.m. on the day prior to the employee's next scheduled shift if that shift is a day shift;
 - (b) by 10:00 a.m. on the day of the employee's next scheduled shift if that shift is an afternoon shift;
 - (c) by 2:00 p.m. on the day of the employee's next scheduled shift if that shift is a night shift.

In the case of a long-term absence, they must inform the Employer at least forty-eight (48) hours in advance of their scheduled shift that they will return to work. Short term absence for the purpose of this article shall mean greater than three (3) calendar days but less than eight (8) calendar days. Long term absence for the purpose of this article shall mean eight (8) calendar days or more. An employee may be required to obtain a medical practitioner's certificate upon return to work after an illness. Costs of the requested medical certificate shall be reimbursed by the Employer.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01 Leave of absence without pay may be granted for extenuating personal reasons and for approved education and training relating to professional upgrading and/or employment within the Home, provided that the Administrator or designate received reasonable notice in writing and that proper operation of the Home will not be unduly affected.

16.02 Employees who are on leave of absence will not engage in gainful employment while on such leave, and if an employee does engage in gainful employment while on such leave of absence, they will forfeit all seniority rights and privileges contained in this Agreement and be subject to discharge.

16.03 Union Leave

(a) Leave of absence may be granted, without pay, for a maximum of two (2) bargaining unit employees up to a maximum of twenty-eight (28) days provided that such leave is requested in writing by the Union. Included in the written request, the Union shall advise that the leave is pursuant to Article 16.03. Approval shall not be unreasonably withheld provided that the Home is given at least twenty-one (21) days' written notice and provided that the proper operation of the Home will not be unduly affected.

Union leave shall be paid by the Home and the Home shall be reimbursed by the Union for all wages and benefits paid. It is understood, however, that this arrangement is for administrative convenience, although pension matters are subject to the terms and conditions of O.M.E.R.S. which apply to union leaves.

(b) Where the Union gives timely notice under 16.03 for Union Leave, the Employer will respond within 14 days based on the criteria in 16.03, failing which the leave will be deemed granted.

(c) Where a request is granted, and the Union subsequently advises the Employer in writing to cancel the leave, the Employer will act on that request. An employee who would have worked shifts but for the leave will be paid, however, as though the leave had continued, and the Union will reimburse the Employer as provided in 16.03.

(d) If the Employer cancels a Union Leave, the employee who had been granted leave will work the previous scheduled shift. If the Union cancels such leave, the Employer will make reasonable efforts to call-in such employee for a shift or work on the day of the leave. Such employee will be placed on the top of the call-in list when calling for that shift. If they are called, they will be expected to work the shift, although they will not be called if to work that shift would lead to a violation of the Collective Agreement. If the Employer is unable to provide such employee with a replacement shift, the Union will reimburse the Employer as provided in 16.03.

16.04 During any leave of absence, seniority shall be retained subject to the provisions of Article 11.06.

(a) During any period of absence during which the employee is paid by the Employer including bereavement leave, court attendances, negotiation leave, paid education leave, paid holidays, vacations and sick leave, the seniority of full-time employees

shall continue to accrue, and the Employer shall continue to pay the share of the cost of health and welfare benefits it pays during active employment.

- (b) Seniority shall continue to accumulate and the Employer shall continue to pay the share of the cost of health and welfare benefits it pays during active employment for up to one (1) year during an unpaid leave of absence if the unpaid leave of absence is due to illness or injury which renders the absence compensable pursuant to the *Workplace Safety and Insurance Act* or if the absence is due to pregnancy, parental, family medical or emergency leave pursuant to the *Employment Standards Act*.
- (c) During any unpaid leave of absence not covered by Article 16.04 (b), the seniority of a full-time employee shall continue to accumulate during the unpaid leave. The Employer shall continue to pay its share of the cost of the health and welfare benefits for the first thirty (30) days of any such leave of absence provided the employee prepays their share. Benefit coverage shall cease after thirty (30) days unless the employee prepays the full costs of the benefit coverage, including the portion normally paid by the Employer. If the employee prepays the full cost, they may continue benefit coverage for up to three (3) additional months.

Movement up the wage grid as contemplated by Article 26.16 shall be suspended after the first thirty (30) days of any such leave of absence. Where an employee returns to the position they previously worked in, the employee shall be placed on the wage grid at the level they were at prior to the leave of absence and progress to the next level on the grid based on hours worked.

16.05 Self Isolation

If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.

ARTICLE 17 - BEREAVEMENT LEAVE

- 17.01 When a death occurs in the immediate family of an employee who has completed the probationary period the employee shall be granted leave without loss of pay up to a maximum of five (5) consecutive working days immediately following the death. The employee shall be paid at their regular rate but only for scheduled working days.
- 17.02 "Immediate family" shall be defined as: father, mother, stepfather, stepmother, father-in-law, mother-in-law, spouse, child, stepchild, brother, sister, grandmother, grandfather, grandchild, son-in-law, and daughter-in-law. Spouse shall be deemed to include same sex partner.

17.03 An employee will not be eligible to receive payments under this Article for any period in which they are receiving any other payments, such as, for example, holiday, vacation, or sick pay.

17.04 The above provisions will apply similarly in the event of the death of a sister-in-law or brother-in-law except that the maximum leave in such case will be up to two (2) days, ending with the day following the funeral.

The above provisions will apply similarly in the event of the death of an aunt, uncle, niece, or nephew except that the maximum leave in such case will be up to one (1) day, ending with the day following the funeral.

17.05 In the event of a spring interment, memorial service or celebration of life type service, the employee may defer one (1) bereavement day in order to attend the service of individuals identified in 17.02 and 17.04 above, upon notifying the Employer as soon as practical. The Employer will make efforts to accommodate any reasonable request for time off paid or unpaid for employees to attend such service.

17.06 Where an employee claims an entitlement to a leave of absence under the provisions of Article 17, such person shall be required to provide reasonable documentary proof of the death of a family member in order to support the claim for leave or pay. Such document could include, but not be restricted to a death certificate, funeral notice, newspaper notice or electronic notification that only establishes the death and the relationship of the deceased to the employee.

ARTICLE 18 - COURT ATTENDANCE

18.01 The Home shall grant leave of absence to an employee who serves as a juror or crown witness and shall pay an employee the difference between his earnings for normal scheduled shifts and the payment they received for services as a juror or a crown witness. The employee will present proof of the amount of pay received.

18.02 The employee is required to notify the Home as soon as possible of his need for leave of absence under this Article.

ARTICLE 19 - EDUCATION AND TRAINING

19.01 When the Employer agrees to send any employee on a recognized course, the employee shall be granted a leave of absence with or without pay to complete the required course. During such leave of absence seniority shall accumulate as if the employee has worked. Tuition for the courses will be paid by the Employer upon successful completion conditional upon the employee remaining in the employ of the Employer for a period of six (6) months subsequent to completion of the course.

19.02 Employees will be required to attend designated health and safety training, emergency

measures training, and other training designated from time to time by the Home or as required by legislation. At least two weeks' advance notice shall be given for such training where practical. Employees will be paid their regular straight time hourly wage for all time in attendance at the training session. Failure to attend mandatory training sessions without just cause will result in disciplinary action.

- 19.03 The Employer shall provide time off without pay, if necessary, for any employee required to write exams in any course that has been previously approved by the Department Head and/or Executive Director, which will result in improving the employee's ability to perform their job with the Employer.

ARTICLE 20 - PAID HOLIDAYS

- 20.01 Full-time and part-time employees shall receive pay for the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	1 Float Holiday

Due to the nature of the services necessary in a Home many of the employees may be required to work on these holidays.

It is further agreed that in the event another day is proclaimed as a statutory holiday by the Government of the Province of Ontario, such day shall be substituted for an existing holiday provided for under this Collective Agreement, excluding the float holiday, as the Home and the Union may agree upon.

For the purpose of this article, an employee will be considered to have worked on a paid holiday if the majority of the hours worked fall on the paid holiday.

Holiday pay for part-time employees shall be calculated in accordance with Section 24(1)a of the *Employment Standards Act*. Full-time employees shall receive their regular days' pay where they qualify under this Agreement.

- 20.02 In order to qualify for a paid holiday listed in Article 20.01 save and except the float holiday, an employee who has completed the probationary period shall be required to work their scheduled shift immediately preceding and following the paid holiday. This restriction shall not apply if an employee is excused in writing by their manager/supervisor or the administrator, or if they are ill on one of the qualifying days and produces an appropriate doctor's certificate.

- 20.03 An employee shall not be permitted to take a floating holiday until they have been employed for at least six (6) months.
- 20.04 An employee required to work on any of the above holidays will receive pay at the rate of time and one-half (1 ½) their regular rate of pay and, where entitled, a full-time employee may elect to take an alternative day off with pay as mutually agreed between the Employer and the employee.
- A part-time employee, where entitled, shall receive pay for the holiday in the pay period in which the holiday occurred.
- 20.05 Where a paid holiday falls on an employee's non-working day or in their vacation and the employee qualifies, the employee shall be given an alternate day off with pay as mutually agreed between the Employer and the employee,
- 20.06 An employee shall not be entitled to a paid holiday if the employee is absent and not paid by the Employer for thirty (30) calendar days or more immediately preceding the holiday.
- 20.07 An employee will disentitle themselves to holiday pay if they fail to work on the holiday or designated holiday after having been scheduled to do so unless a reason satisfactory to the Home is provided.
- 20.08 Requests by employees to be scheduled off on a particular holiday, or for a particular day in lieu of a holiday where the holiday has been worked, shall be taken into consideration by the Home in the making up of a schedule.
- 20.09 Employees who have not taken accumulated statutory lieu holidays or float holidays prior to December 1st of that year shall have the accumulated holidays paid out in the following pay period.
- 20.10 An employee may be scheduled to work on Christmas of one year or New Years of the next year, but not on both of these during the same holiday season unless the employee consents. If an employee has worked on Christmas or New Year's, the Employer shall make every effort not to schedule them for the same day the following year. Staff schedules will be adjusted to accommodate the above noted provisions and posted by November 25th.
- 20.11 If an employee leaves the Employer for any reason, the employee will be paid out any accumulated statutory or float holiday as part of their final pay.

ARTICLE 21 - VACATIONS

- 21.01 No vacation may be taken in the period from December 15th in one year to January 2nd in the following year. The Home will endeavour to meet employees' request for vacation

scheduling subject to the additional criteria established within this Agreement.

- 21.02 On March 1 of each year, the Employer shall post a blank vacation schedule sheet. Between March 1 and April 1, each employee shall have the right to indicate on this sheet the time during which they prefer to take vacation.
- 21.03 The completed vacation schedule shall be determined by the Employer and posted on or before April 30. The guiding factors shall be the availability of qualified staff, seniority, and extenuating family circumstances. An employee wishing to take more than three (3) weeks' vacation at one time may do so only with the prior approval of the manager/supervisor. If the employee submits no preferences before April 1st, the manager in accordance with the needs of department may schedule their vacation by mutual agreement. The vacation schedule shall not be changed except with the consent of the Employer and the employee concerned.
- 21.04 The Employer shall maintain the right to limit the number of employees off on vacation within each department at any one time.
- 21.05 An employee shall accumulate their vacation time and earnings entitlement based on the applicable schedules in Article 21.06 in the calendar year (the first pay of each year to the last pay of each year) prior to the year in which vacation is to be taken. Vacation may not be carried over into a subsequent year.
- 21.06 (a) Full-time Employee Vacation Schedule

Employee service at January 1st	Time Off	Vacation Earnings
Less than 2 years	2 weeks	4%
2 years but less than 6 years	3 weeks	6%
6 years but less than 14 years	4 weeks	8%
14 years but less than 21 years	5 weeks	10%
21 years but less than 28 years	6 weeks	12%
28 years and over	7 weeks	14%
35 years and over	8 weeks	16%

- 21.06 (b) Part-time Employee Vacation Schedule

Employee service at January 1st	Time Off	Vacation Earnings
Less than 3,450 hours	2 weeks	4%
3,450 hours but less than 10,350 hours	3 weeks	6%
10,350 hours but less than 24,150 hours	4 weeks	8%
24,150 hours but less than 36,225 hours	5 weeks	10%
36,225 hours but less than 48,300 hours	6 weeks	12%
48,300 hours and over	7 weeks	14%
60, 375 hours and over	8 weeks	16%

Vacation earnings for part-time employees shall be paid out on each regular pay.

- 21.07 Employees terminating employment shall be paid vacation pay based on their accumulated credits.
- 21.08 Where an employee's vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, upon presentation of a medical certificate confirming hospitalization, the period of such hospitalization shall be considered sick leave. The portion of the employee's vacation, which is deemed to be sick leave under the above provision will not be counted against the employee's vacation, credits.
- 21.09 Part-time employees who prefer not to take vacation and who so indicate to the Employer in writing on or before April 1st shall not be required to take vacation provided that s/he does not become unavailable for call-in.
- 21.10 Upon the ratification of this Agreement, the Employer and the Union agree to jointly request the Director to release the Employer from the requirement for mandatory vacation under the *Employment Standards Act* for part-time employee's subject to their request.
- 21.11 In the year a part-time employee is transferred to full-time or, vice-versa, the employee's vacation time shall accumulate and be prorated based on the provisions of Article 21.06.
- 21.12 All unused accumulated vacation earnings shall be paid out in the pay period immediately following December 1st.
- 21.13 Where a full-time employee's scheduled vacation is interrupted due to a serious illness requiring the employee to receive medical attention as an inpatient or outpatient of a

Hospital, and the employee wishes to reschedule their vacation, then the employee shall notify the Employer forthwith and, upon presentation of a medical certificate, stating that they were incapacitated and confined to bed under the doctor's care, for the period to be considered as sick time.

ARTICLE 22 - SICK LEAVE

22.01 Upon completion of probation:

1. a) Full-time employees regularly scheduled for 75 hours biweekly shall be credited with 11.25 hours of sick leave for each month on the seniority list.
- b) Full-time employees regularly scheduled between 60 and 74.5 hours biweekly shall be credited with 5.75 hours of sick leave for each month (5.75 hours for each 143 hours worked) on the seniority list.
2. a) Full-time employees regularly scheduled for 75 hours biweekly may accumulate from year to year to a maximum of 190 days.
- b) Full-time employees regularly scheduled between 60 and 74.5 hours biweekly may accumulate sick leave credits to a maximum of 80 days.

22.02 In the event of an accident, which will be compensated by Workplace Safety and Insurance Board (WSIB), the Home will pay the employee's wages for the day of the accident; this payment shall not be taken from sick leave credits.

22.03 Employees wishing to have full wages while on WSIB may take the balance from sick leave credits.

22.04 The Home agrees to the utilization of sick leave to permit employees to attend medical specialists' appointments on the basis that employees have been referred to in writing to the specialist by a medical doctor, and the specialist is located more than seventy-five (75) kilometers from Parry Sound.

If sick leave is utilized by an employee to attend an appointment with a specialist, the resulting absence will be charged to sick leave but recorded as paid medical leave in the employee's personnel file and Employer performance evaluations, by filing the written referral.

22.05 If the Employer requires a sick leave certificate and the Doctor or Nurse Practitioner charges the employee for such certificate outside of OHIP, the Employer will pay for the certificate.

ARTICLE 23 - PENSION PLAN

23.01 Effective March 1, 1986, the Home agrees to participate in O.M.E.R.S. on behalf of all employees in accordance with the terms and conditions of the Ontario Municipal Employees' Retirement System with respect to service after March 1, 1986, on a 50/50 Employer/employee shared cost basis.

ARTICLE 24 - BULLETIN BOARDS

24.01 The Home shall provide bulletin board space exclusively for the posting of seniority lists and Union notices. It is agreed that no notice will be posted on the bulletin board without prior written approval by the Administrator of the Home.

ARTICLE 25 - UNIFORMS

25.01 All employees who have completed probation and are required to wear uniforms will be paid a uniform allowance of one hundred and twenty dollars (\$120) per year. Employees shall maintain the uniforms in good repair in a clean and presentable fashion at all times.

For maintenance employees, the amount shall be one hundred and sixty dollars (\$160) per year.

The uniform allowance shall be paid with the third pay day of the year. In the event an employee does not work a full year, the annual amount shall be prorated.

ARTICLE 26 - WAGES

26.01 Payment of wages will be made in accordance with the wage rates set forth in Schedule "A" attached hereto.

Wage increase shall be effective on the first full pay following the effective date of the wage increase identified in Schedule "A".

26.02 Employee's wages shall be paid directly into each employee's personal account located in an approved financial institution on the applicable Fridays on a biweekly basis. In the event of an emergency, the Employer shall retain the right to pay employees by cheque on the designated pay day. If Christmas Day falls on a payday, the Employer agrees to pay employees by direct deposit on the day before (Thursday) so that the funds will be available no later than noon Thursday.

26.03 In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in the employee being underpaid by one (1) day's pay or more, the Employer will provide an advance approximating the net amount of the shortfall within three (3) days excluding weekends and holidays from the date it is notified of the error.

This advance will be reconciled in the next pay period.

26.04 Where an employee is transferred to a higher paid classification, s/he shall receive the wage rate in their new classification immediately above their current wage rate and shall thereafter progress through the steps in the wage grid in the new classification.

26.05 Recognition of Previous Experience - RPNs Only

The Employer will recognize recent related experience as a Registered Practical Nurse on the basis of full-time one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time recent and related experience shall be recognized on the basis of each two (2) years of part-time experience shall equal 1-increment on the grid.

It shall be the responsibility of a newly hired employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment. No increment will be applied until the Employer has received reasonable proof of entitlement (i.e., Letter of Employment, ROE, pay stubs, T4, etc.). The resulting rate will not come into effect until the first full pay period following the date on which the employee provided such proof. If they fail to do so within six months of the date of hire, they shall not be entitled to recognition.

26.06 When a new classification (which is covered by the terms of this Agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days.

If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

26.07 Shift Premium

The shift premium shall be fifty cents (50¢) per hour and shall be paid for all hours worked on the evening or night shifts.

The shift premium shall increase to fifty-five cents (55¢) per hour. For the purposes of this Article, an evening shift shall have the majority of its shift hours between 3:00 p.m.

and midnight and a night shift shall have the majority of its shift hours between midnight and 5:00 a.m. It is understood however, that no shift premium whatever will be paid to employees who request and are granted by management the opportunity to work on permanent evening or night shifts.

26.08 Weekend Premium

Employees shall be entitled to a weekend shift premium of thirty-five cents (35¢) per hour payable on all hours worked between the start of the shift commencing on or about 23:00 hours Friday and ending on or about 23:00 hours Sunday. Effective January 1, 2025, the weekend shift premium shall increase to forty-five cents (45¢) per hour.

26.09 There shall be no pyramiding of overtime payments or premiums or benefits.

26.10 If an employee posts into a lower paid classification or is reclassified into a lower paid classification due to a reduction in staff, inability to perform his work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Management Rights, the employee, will receive the corresponding rate for the classification to which they were transferred.

26.11 (a) Where an employee is transferred as a result of a job posting, layoff, or recalled from a layoff to a lower paid classification they shall receive the wage rate in their new classification immediately below their current wage rate or immediately below the rate at the time of layoff and shall thereafter progress through the steps in the wage grid in the new classification.

(b) Where an employee regularly works in a higher paid classification and is called in to work an occasional shift or scheduled at the Employer's discretion in a lower paid classification, the employee will retain their regular rate of pay.

26.12 Part-time employees shall receive the applicable vacation pay % on each pay cheque. Such payment shall not form part of the hourly rate.

26.13 Part-time employees shall receive in lieu of sick leave, health, and welfare 10% of their hourly rate on each pay cheque. Such payment shall not form part of the hourly rate.

26.14 In the event of the death of an employee, the employee's estate shall be entitled to receive all outstanding monies owed to the employee.

26.15 Wage Progression

Employees shall within their position classification progress from the "start rate" to the "one-year rate" and so on, on the basis of 1,725 hours worked (in the case of full-time it is date of hire).

Hours worked and paid for, and hours not worked and paid for by the Employer, and time spent on WSIB up to one year and Pregnancy and Parenting leave up to one year shall be included for the purposes of computing eligibility to progress to the next higher rate within their position classification.

ARTICLE 27 - HEALTH & WELFARE

27.01 For all full-time employees, the Home agrees to pay 75% of the premium costs of the Extended Health Care Plan which includes:

Vision Care provision in the amount of \$350.00/24 months. Effective 45 days from the date of ratification, this amount shall increase to \$400.00/24 months.

- 1) Cover only drugs included in the Ontario Drug Benefit formulary,
- 2) Limit the dispensing fee per covered prescription to a maximum of \$10.00 to cover the cost of the dispensing fee per covered prescription.
- 3) 80% coinsurance on drugs, medical supplies, and professional services portion of the EHC benefit program while leaving the rest at 100%.

Effective January 1, 2022, the premium costs will be split, with 85% to be paid by the Employer and 15% paid by the participating employee.

27.02 The Home agrees to pay 50% of the billed rate a #9 Dental plan with an ODA fee schedule of current minus 1 year.

- 1) The annual insured limits shall be capped at \$1,500.00 per insured.
- 2) The routine examination dental recall shall be nine (9) months for all covered employees and their dependents.
- 3) 80% coinsurance for insured dental services.
- 4) Amend Dental plan to reflect that Fluoride treatments will be covered only for persons under the age of 18 years.

27.03 The Home agrees to pay 100% of the billed premium of Life Insurance to provide coverage of \$10,000.00 for each full-time employee.

27.04 Where there are high-risk areas where employees are exposed to Hepatitis, the Home will reimburse employees for any portion of the cost of the Hepatitis B vaccine, which is not covered by any insurance plan.

27.05 An employee who has not enrolled in a plan or has withdrawn from the plan shall be subject to the Carriers' limitations/conditions/approval for late enrollment or re-enrollment.

Any employee who wishes to purchase the health and welfare benefits identified above may do so by submitting in writing their request to the Manager of Finance who will

make arrangements to have the premium costs deducted from the employees biweekly pay cheque.

- 27.06 Employees who continue to be employed past age 65 shall be subject to carrier restrictions related to all health and welfare benefits. If, not eligible for benefits, the employee shall be entitled to receive the in-lieu premium paid to part-time employees.

In any event, once an employee reaches age 70 and they continue to be employed they shall automatically receive the in-lieu premium paid to part-time employees.

ARTICLE 28 - PREGNANCY AND PARENTAL LEAVE

- 28.01 Pregnancy and parental leave will be granted in accordance with the *Employment Standards Act of Ontario unless otherwise amended*.

- (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 to seventeen (17) weeks as provided in the *Employment Standards Act* 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 they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

- (ii) The employee must have started employment with their 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 their 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 their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

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

- (b) An employee who is on pregnancy leave as provided under this Agreement, who has completed ten (10) months of continuous service) and has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance System, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance

benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that they are in receipt of Employment Insurance pregnancy 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 their regular hourly rate on their last day worked prior to the commencement of the leave times their 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 28.01 (a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 28.01 (a)(i) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were 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 his opinion, delivery will occur or the actual date of their delivery.
- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time 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 return to their former job, and former shift if their 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 their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time of the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 28.01(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* 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 two (2) weeks' notice, in writing that they intend 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 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 the relationship with the parent of the child and who intends to treat the child as their own.
 - (iii) Parental leave must begin no later than seventy-eight (78) 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 sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they 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.

An employee may end their parental leave as set out in paragraph (iii) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.
 - (v) For the purposes of Parental Leave the provisions under 28.01(a), (d), (e), (f), (g) and (h) shall also apply.

ARTICLE 29 - MINIMUM REPORTING ALLOWANCE

- 29.01 If an employee reports for work at the regularly scheduled time for their shifts, they will be entitled to a minimum of four (4) hours' pay at not less than their regular rate, unless previously notified by the Employer to the contrary, either orally or by notice on the bulletin board, or by message left at the employee's residence; provided that, if requested by the Home, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign; provided further that this section shall not

apply in case of any labour dispute or emergency such as fire or power shortage which prevents the operation of the Home, nor shall it apply to employees returning to work without notice after absence.

ARTICLE 30 - CALL BACK PAY, CALL-IN

30.01 When employees are called back to work after leaving the premises upon completion of their shift, such employees will receive a minimum of four (4) hours straight time rate of pay or actual hours worked at time and one half his regular rate of pay, or in accordance with Article 14.17, whichever is greater.

30.02 It is understood that Article 30.01 shall not apply in the case of employees called in to work prior to the commencement of their regular shift. Overtime shall be paid in accordance with Article 14.17.

30.03 Call-in

(a) Call-ins shall be considered any hours that become available after the schedule has been posted. Call-in hours will be offered to all part-time and all full-time

employees by seniority and by classification to a maximum of seventy-five (75) hours biweekly.

(b) For these purposes, each department will maintain a call-in roster that lists all the department's part-time and eligible full-time employees in order of seniority within their classification beginning with the most senior employee.

(c) Each shift which becomes available for a call-in shall be broadcast to all participating employees using the Home's electronic service which will give them notice that a shift is available. A shift shall be awarded from those employees who respond in a timely way to the most senior employee in the job class who responds.

Response times are the following:

- Shift to commence within 8 hours of the broadcast – most senior employee who responds within 15 minutes.
- Shift to commence more than 8 hours to and including 24 hours of broadcast – most senior employee to respond within 3 hours.
- Shift to commence more than 24 hours to and including 48 hours of the broadcast – most senior employee to respond within 8 hours.
- Shift to commence more than 48 hours of the broadcast – most senior employee to respond within 12 hours.

(d) The Employer shall by-pass an employee who would be eligible for overtime rates of pay for the call-in or who would likely become entitled to overtime pay for the

pay period because of the total number of hours worked or to be worked in that pay period.

ARTICLE 31 - RESPONSIBILITY PAY

31.01 When an Employer temporarily assigns an employee to carry out the assigned responsibilities of a higher classification, the employee shall receive an allowance of five dollars (\$5.00) for each shift assigned from the time of the assignment.

ARTICLE 32 - NO CONTRACTING OUT

32.01 The Home shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting out, a layoff of full-time or permanent part-time employees other than casual, results from such contracting out. Contracting out to an employer who is organized and 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 33 - WORK OF THE BARGAINING UNIT

33.01 Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for the purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

Note: The purpose of this clause is the protection of the work of the bargaining unit employees and not the broadening of that work to other areas.

ARTICLE 34 - PERSONNEL FILE

34.01 Upon providing a written request to the Administrator at least one (1) week in advance, an employee shall in the presence of the Administrator or designate at a mutually agreeable time be entitled to review their personnel file for the purpose of viewing any evaluations on formal disciplinary notations contained therein. It is understood and agreed that an employee is not entitled to see job references and that these requests will be limited to two (2) per year.

34.02 All letters of reprimand concerning job performance or other relatively minor infractions shall be removed from an employee's record after eighteen (18) months from the date of the offence, providing no similar discipline has occurred during that period.

ARTICLE 35 - WORKPLACE SAFETY AND INSURANCE BOARD

35.01 Where an employee is absent due to illness or injury, which is compensable by Workplace Safety and Insurance Board (WSIB), the following shall apply:

For the first year following injury:

- (a) The Employer shall continue to pay his share of any and all Health and Welfare Benefits.
- (b) It is understood that the obligation of the Employer to pay the aforesaid benefits while WSIB benefits shall continue only so long as the employment relationship between the Employer and the employee continues.
- (c) The employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.
- (d) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year's vacation entitlement, but not for vacation pay, under the terms of the Agreement.

35.02 In the case of an absence due to a compensable accident, the employee will be paid as required under Article 22.03.

35.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) weeks or more, the Employer will post notice of the vacancy in accordance with the job posting procedure of this Agreement. Where the anticipated absence is less than four (4) weeks, the Employer may fill the position at his discretion.

35.04 The injured employee shall have a period of two (2) years from the date of the injury within which they shall preserve the seniority which they have accrued in accordance with the seniority provisions and within which they shall have the right to return to work upon the recommendation of the Workplace Safety Insurance Board or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform their normal job.

35.05 Workplace Safety and Insurance Board Challenge

In the event that the Employer challenges a WSIB claim, an employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for WSIB for a period longer than one complete pay period, may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB if their claim was approved, or the benefit to which they would be entitled under the sick leave plan. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the claim for the WSIB is not approved, the monies paid, as an advance will be applied towards the benefits to which the employee would be entitled under the sick leave plan.

35.06 It is understood that the provisions of Article 35.05 apply to full-time employees only.

ARTICLE 36 - HEALTH AND SAFETY

36.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the *Occupational Health and Safety Act* as amended from time to time and shall abide by the Act.

ARTICLE 37 - VIOLENCE IN THE WORKPLACE

- 37.01 a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened, or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons, and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incidents shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article, a) only, employees as referred to herein shall mean all employees of the Employer notwithstanding Article 1.01
- b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. 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. Appropriate measures to address violence in the workplace may include, among other things:
- i. Alert employees about a person with a known history of aggressive behaviours and their known triggers by means of:
 - a. Electronic and/or other appropriate flagging systems
 - b. Direct verbal communication/alerts (i.e., shift reports)
 - ii. Provide appropriate training, communication, and education; and,
 - iii. Reporting all incidents of workplace violence.
- c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

- e) Subject to appropriate legislation, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing their work. Such information shall be submitted to the Union as soon as practicable.
- f) The Parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees present in that forum.

ARTICLE 38 - CONFIDENTIALITY

38.01 Each employee shall hold confidential and will not disclose, release, or discuss with any person outside the Home at any time, in accordance with applicable law, any information or document that tends to identify any client/resident in receipt of services without first obtaining the written consent of both the client/resident (or lawful representative) and the Employer prior to the release or disclosure of such information or document.

ARTICLE 39 - DURATION OF AGREEMENT

39.01 The Agreement shall become effective April 1, 2023, and shall continue in force until March 31, 2025, and thereafter from year to year unless terminated or amended.

39.02 Notice of desire to terminate or amend this Agreement shall be given by either party to the other in writing not more than ninety days prior to its expiry and negotiations with respect thereto shall begin within fifteen (15) days after notice is served as aforesaid, unless either party requests a reasonable extension in the time limit.

39.03 The Union and the Employer shall share equally all costs of providing sufficient copies of the Agreement for the employees, the Employer, and the Union.

39.04 Increases to the salary schedule shall be retroactive to the date specified (under Schedule A) in the Collective Agreement and shall be calculated based on all hours paid. Where employees either have left the employ of the Employer or have entered into the employ of the Employer between April 1, 2023, and expiry date, they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity to current employees within two (2) full pay periods of the Interest Arbitration Award and/or receiving written notice of ratification. The Interest Arbitration Board shall remain seized if there are any issues in that regard.

All retroactivity will be paid to current employees on a separate pay. Each employee will be provided with an itemized account of the calculation.

All former Employees shall be sent notice by the Employer at their last known address within three (3) pay periods of an award or receiving written notice of ratification and will have thirty (30) calendar days from the date notice is sent, to claim retroactive payments. Thereafter, the Employer will have no further obligations to make such payments. The Union shall receive a copy of all notices sent to former employees.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives this 30 day of April, 2024.

Belvedere Heights, Home for the Aged

Canadian Union of Public Employees and its
Local 4824

Kami Johnson

Tracy Kennedy

Tracy Kennedy (Apr 30, 2024 21:57 EDT)

Magen Lebert

Magen Lebert (Apr 29, 2024 16:24 EDT)

Jessica Kameron

Jessica Kameron (Apr 30, 2024 16:35 EDT)

Sean Wilson

Sean Wilson (Apr 29, 2024 16:26 EDT)

SCHEDULE A

Job Classification	Steps	3.50%	3.50%
		01-Apr-23	01-Apr-24
HCA/PSW	Start	\$ 25.80	\$ 26.70
	1 year	\$ 26.03	\$ 26.94
	2 years	\$ 26.24	\$ 27.16
	3 years	\$ 26.51	\$ 27.44
Activity Aide, Hairdresser	Start	\$ 21.27	\$ 22.02
	1 year	\$ 21.50	\$ 22.26
	2 years	\$ 21.69	\$ 22.45
	3 years	\$ 21.94	\$ 22.71
Restorative Care Worker	Start	\$ 22.81	\$ 23.61
	1 year	\$ 23.03	\$ 23.83
	2 years	\$ 23.24	\$ 24.05
	3 years	\$ 23.46	\$ 24.29
Maintenance Assistant	Start	\$ 22.72	\$ 23.51
	1 year	\$ 22.95	\$ 23.75
	2 years	\$ 23.15	\$ 23.97
	3 years	\$ 23.41	\$ 24.23
Housekeeping, Laundry Aides, Dietary Aides, Maintenance Aides	Start	\$ 19.89	\$ 20.58
	1 year	\$ 20.00	\$ 20.70
	2 years	\$ 20.22	\$ 20.93
	3 years	\$ 20.45	\$ 21.16
Cooks	Start	\$ 22.70	\$ 23.49
	1 year	\$ 22.93	\$ 23.73
	2 years	\$ 23.13	\$ 23.94
	3 years	\$ 23.41	\$ 24.23

Job Classification	Steps	3.50%	3.50%
		01-Apr-23	01-Apr-24
Registered Practical Nurse	Start	\$ 28.39	\$ 29.38
	1 year	\$ 29.06	\$ 30.08
	2 years	\$ 29.77	\$ 30.81
	3 years	\$ 30.04	\$ 31.09

Student Classification – students are to be paid the equivalent of the start rate for the classification within which they work. All wage adjustments made under this settlement shall be treated by the Parties, to the fullest extent possible, as Pay Equity adjustments to the classification that may require such adjustments no matter how the requirement arises.

The wage rates for the BSO RPN and BSO PSW (and any other classification who is assigned BSO duties) shall be those of the positions of RPN and PSW (or the existing employees' classification) as per Schedule A.

LETTER OF UNDERSTANDING – VACATION SCHEDULING

Between

Belvedere Heights, Home for the Aged

And

Canadian Union of Public Employees and its Local 4824

Effective August 7, 2018, for the purposes of vacation scheduling, a week shall mean a period of seven (7) consecutive days which commences on Saturday and ends on a Friday.

For employees with four (4) or more weeks of vacation, one (1) week of vacation leave may be taken as up to five (5) single days of vacation leave.

For part-time employees, the number of days shall be prorated based on the employee’s regular schedule. Requests for vacation other than in weeks of leave will be considered but will not be granted if to do so would result in the denial of a request by another employee for a week of leave.

Dated this 30 day of april, 2024.

FOR THE EMPLOYER

Kami Johnson

CUPE AND ITS LOCAL 4824

Tracy Kennedy
Tracy Kennedy (Apr 30, 2024 21:57 EDT)

Magen Lebert
Magen Lebert (Apr 29, 2024 16:24 EDT)

Jessica Kamerman
Jessica kamerman (Apr 30, 2024 16:35 EDT)

Sear Wilson
Sear Wilson (Apr 29, 2024 16:26 EDT)

LETTER OF UNDERSTANDING – PAYOUT OF ACCUMULATED LIEU AND FLOAT HOLIDAYS

Between

Belvedere Heights, Home for the Aged

And

Canadian Union of Public Employees and its Local 4824

1. The Parties agree that this Agreement is without prejudice or precedent.
2. The payout of accumulated statutory lieu holidays or float holidays under Article 20.09 and the payout of unused vacation earnings under 21.12 will be paid together on a separate pay, following December 8th in a year. These payments shall not be combined with a regular biweekly pay.

Dated this 30 day of april, 2024.

FOR THE EMPLOYER

Kami Johnson

CUPE AND ITS LOCAL 4824

Tracy Kennedy

Tracy Kennedy (Apr 30, 2024 21:57 EDT)

Magen Lebert

Magen Lebert (Apr 29, 2024 16:24 EDT)

Jessica Kamerman

Jessica Kamerman (Apr 30, 2024 16:35 EDT)

Sean Wilson

Sean Wilson (Apr 29, 2024 16:26 EDT)

LETTER OF UNDERSTANDING – SURGE TRAINING

Between

Belvedere Heights, Home for the Aged

And

Canadian Union of Public Employees and its Local 4824

Training time will be compensated. The Employer agrees to pay all employees 8 hours to complete online training modules. The Employer and the Union agree that if an employee requires more time, they will raise it first with the supervisor. All additional time must be approved. Approval will not be unreasonably withheld. All grievances related to this matter would be referred to Arbitrator Jesin. This letter expires upon expiry of the collective agreement.

Dated this 30 day of april, 2024.

FOR THE EMPLOYER

Kami Johnson

CUPE AND ITS LOCAL 4824

Tracy Kennedy

Tracy Kennedy (Apr 30, 2024 21:57 EDT)

Magen Lebert

Magen Lebert (Apr 29, 2024 16:24 EDT)

Jessica Kameron

Jessica Kameron (Apr 30, 2024 16:35 EDT)

Sean Wilson

Sean Wilson (Apr 29, 2024 16:26 EDT)