

# **COLLECTIVE AGREEMENT**

**- Between -**

**FAIRHAVEN**

(hereinafter referred to as "the Employer")

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 131**

(hereinafter referred to as "the Union")

**EXPIRES: December 31<sup>st</sup> 2025**

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## **ARTICLE 1 – PURPOSE**

- 1.01 The general purpose of this Collective Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, to provide means and methods for the prompt and equitable disposition of grievances and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Collective Agreement.

## **ARTICLE 2 – SCOPE**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 131 as the exclusive bargaining agent for all employees of Fairhaven in Peterborough save and except all Department Managers, Department Supervisors and persons above the rank of Supervisors, Registered Nurses, Accountants, IT Coordinator, Human Resources Administrator, Human Resources Consultant, Human Resources Specialist, Human Resources Generalist, Human Resource Coordinator, Payroll Administrator, Benefits Administrator, Payroll Coordinator, Benefits Coordinator, Finance Coordinator, Executive Assistant to the Executive Director, Dietician and Social Worker.

- 2.02 Definitions:

a) Full-Time Employee

A person who is employed on a full-time basis by the Employer.

b) Preferred Part-Time Employee

A person who is employed to work regularly scheduled shifts consisting of fifty-five (55) to sixty (60) hours over a bi-weekly period. The Employer will endeavour to schedule the shifts in a consistent manner.

A preferred part-time employee may be assigned or may elect to work additional shifts in accordance with Article 15.01 (b).

c) Permanent Part-Time Employee

A person who is regularly employed to work scheduled shifts between thirty (30) and fifty-four (54) hours in a bi-weekly period.

A permanent part-time employee may be assigned or may elect to work additional hours in accordance with Article 15.01 (b).

d) Part-Time Employee

A person who is employed to work scheduled shifts between zero (0) and twenty-nine (29) hours in a bi-weekly period.

A part-time employee may be assigned or may elect to work additional hours in accordance with Article 15.01 (b).

e) Probationary Employee

A probationary employee is one appointed to a position who has not yet completed a probation period in accordance to Article 18.03. A probationary employee will be appointed to the permanent staff upon successful completion

of the probation period.

f) **Student Employee**

A student employee is defined as an individual who is employed (or hired into) a student position and is enrolled in a school program on a full-time basis.

A student employee shall terminate employment with the Employer no later than four (4) months following the date the student completes or otherwise leave full time studies.

A student employee shall only be hired into positions designated as student positions. Such student positions shall be mutually agreed to between the Union and the Employer.

g) The hours of work for employees covered under Articles 2.02 shall be assigned in accordance to Article 15.01 of this Collective Agreement.

### **ARTICLE 3 – UNION SECURITY**

3.01 It shall be a condition of continuing employment that all present and future employees of the Employer shall become and remain members in good standing of the Union. The Employer, however, shall not be required to discharge an employee who has been expelled or suspended from membership in the Union other than for unlawful activity against the Union.

The Union agrees that any employee to whom this Collective Agreement applies may refrain from exercising their right to become a member of the Union, or cease to be a member of the Union.

3.02 The Employer shall deduct from every employee any dues, initiations or assessments, levied in accordance with the Union Constitution and/or By-laws and owing to the Union, each pay and forward the money deducted to the National Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, together with the names of the employees added or deleted during that period plus total hours worked in the current year for each part-time employee.

The Employer will forward to the Local Union Secretary-Treasurer a copy of the submission made to the National Secretary-Treasurer of the Union.

The Income Tax (T4) Slips shall include the amount of Union dues paid by each employee in the preceding calendar year.

**Re: Access to Employees' Information**

The Employer shall provide the President of the Union the home addresses, email addresses and phone numbers of all bargaining unit members which they have available on file.

3.03 The Employer will provide the Union with a list quarterly, of all hirings, lay-offs, recalls, retirements, terminations, leaves of absence in excess of one (1) month (which will

include employees in receipt of compensation from the Workplace Safety and Insurance Board) from within the bargaining unit where such information is available or becomes available through the Employers payroll system.

- 3.04 A new employee will have the opportunity to meet with a representative of the Union in the employ of the Employer for a period of up to fifteen (15) minutes within the employee's first twenty (20) days of employment, without loss of regular earnings.

The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. The Employer as part of the general orientation program may arrange such meetings collectively or individually for employees.

#### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 The parties agree there shall be no discrimination within the meaning of the *Ontario Human Rights Code*. The Employer and the Union further agree that there will be no discrimination, interference, restriction or coercion exercised or practiced by either of them or their representatives or members, because of an employee's membership or non-membership in a Union, or because of his/her activity or lack of activity in the Union.

- 4.02 The Union, its members and/or its agents shall not, on the Employer's premises, conduct activities except as herein expressly provided.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

- 5.01 The Union agrees that it is the exclusive right of the Employer to:

- a) Maintain order, discipline and efficiency;
- b) Hire, discharge, direct, transfer, classify, promote, demote or discipline any employee;
- c) Generally manage the Home for the benefit of the residents;
- d) Introduce new and improved facilities and methods aimed to improve the efficiency or the operation of the Employer.

- 5.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Collective Agreement and that a claim of discrimination, discharge or discipline without just cause, may be the subject of a grievance in this Collective Agreement.

#### **ARTICLE 6 – UNION COMMITTEES**

- 6.01 The Employer and Union agree to the following committees:

- a) Negotiating Committee

The Negotiating Committee will consist of five (5) members, four (4) of whom shall

be paid by the Employer and all of whom shall be employees of the Employer. The Employer agrees to recognize and deal with the Negotiating Committee in negotiating the renewal of this Collective Agreement.

Time spent by members of the Negotiating Committee in negotiating meetings with the Employer shall be without loss of pay to the lesser of their regular pay or seven and one-half (7.5) hours up to but not including the arbitration hearing.

b) Grievance Committee

The Grievance Committee shall consist of the President of the Local, or appointee, and any two (2) stewards, all of who shall be employees of the Employer.

Time spent by members of the Grievance Committee in grievance meetings with the Employer during their regular hours of work shall be without loss of pay, up to but not including the arbitration hearing.

c) Labour Management Committee

The parties agree that there are matters of mutual concern and interest that would be beneficial if discussed by way of a Labour Management Committee process.

Therefore, both the Employer and the Union shall appoint up to four (4) representatives who will meet monthly unless the parties agree to a different schedule of meetings. Both parties recognize the value of having regular Labour Management Committee meetings.

Both parties recognize the value of attempting to ensure representation on their committee from all areas of the Home.

A request for a meeting hereunder will be made in writing prior to the date proposed and accompanied by an agenda of matters proposed to be discussed which shall not include matters that are properly the subject of a grievance or negotiations for the amendment or renewal of this Collective Agreement. If the meeting cannot be held on the proposed date it will be scheduled on a mutually agreeable date within 15 calendar days of the date the request is made.

The Labour Management Committee may make recommendations to their respective principals but is not empowered to introduce or veto policies of the Employer.

Any representative(s) attending such meeting during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

The minutes of labour management meetings will be posted.

6.02

An elected or appointed representative of the Union may leave their workplace duties without loss of pay during their regular shift provided that permission from their Supervisor/Manager or designate is obtained which such permission will not be unreasonably denied. It is agreed that time spent by the Union representative away from their workplace duties shall be kept to a minimum. Otherwise all Union business will be conducted on the employee's own time, and not on the Employer's premises.

## **ARTICLE 7 – ASSISTANCE OF THE UNION**

7.01 The Union shall have the right of assistance from a representative of the Canadian Union of Public Employees when negotiating with the Employer or in meetings at Step 2, and thereafter, of the Grievance Procedure.

### 7.02 Verbal Reprimand

Whenever the Employer or their authorized agent deem it necessary to verbally reprimand an employee, in a manner indicating that dismissal or discipline may follow if any further infraction occurs or if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such verbal reprimand to the employee involved with a copy being provided to the Union.

### 7.03 Access to Personnel File

An employee shall have the right at any time to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

### 7.04 Removal From Record

Any letter of reprimand, suspension or other sanction will be removed from an employee's record after a period of eighteen (18) months, provided that the employee's record has been discipline-free for eighteen (18) months.

### 7.05 Union Representation

An Employee who is called to a meeting by the Employer for the purpose of issuing discipline, or investigating issues that it believes may lead to discipline, will be advised of the purpose of the meeting and will have the right to request the presence of a Union Representative.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

### 8.01 Definition of A Grievance

- a) For purposes of this Collective Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, administration or alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- b) It is understood that the Employer may bring forward at a meeting with the Grievance Committee, called for that specific purpose, any complaint or grievance; and that, if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as the grievance of an employee.

c) Pre-Grievance

An employee has no grievance until the employee's supervisor has had an opportunity to adjust their complaint. A member of the Grievance Committee, if so desired, may accompany the employee. If a settlement satisfactory to the employee is not reached within five (5) days, Step 1 of the Grievance Procedure may be invoked.

d) A policy grievance involves a question of general application or interpretation of this Collective Agreement, and which could not otherwise be resolved by grievance of an employee (or a group of employees).

e) Discharge & Suspension

If an employee who has completed their probationary period is suspended or discharged, he/she shall be informed at the time, in writing, of the reasons for such suspension or discharge, and a copy shall be sent to the Union.

A member of the Grievance Committee may be present at any meeting with the Employer dealing with the discharge or suspension if requested by the employee concerned.

## 8.02 Grievance Procedure

### Step 1

The grievance shall be reduced to writing and submitted to the Manager responsible for Human Resources or designate.

A meeting shall be arranged with the Grievance Committee within seven (7) days. The meeting shall convene within five (5) days or such longer period as may be agreed upon between the parties.

The Manager or designate shall give their reply in writing within a period of seven (7) days. Receipt of such reply will be acknowledged by the Chairperson of the Grievance Committee or designate.

Failing a satisfactory settlement, the Grievance Committee may invoke Step 2 of the grievance procedure, but only within a period of five (5) days from receipt of the reply of the Director or designate.

### Step 2

The grievance shall be submitted to the Executive Director or designate who shall arrange a meeting with the Grievance Committee within five (5) days. The meeting shall be convened within five (5) days or such longer period as may be agreed upon between the parties.

The Executive Director or designate shall give their reply in writing within a period of five (5) days, receipt of such reply will be acknowledged by the Chairperson of the Grievance Committee or designate.

Failing satisfactory settlement the Grievance Committee may invoke the arbitration

provision of this Collective Agreement but only within a period of fifteen (15) days from the date of reply from the Executive Director or designate.

8.03 Grievance Form

It is understood that the original grievance form shall be passed back and forth between the Union and the Employer for the purpose of acknowledging all written responses to the grievance procedure.

8.04 Time Limits

- a) A grievance shall be instituted not later than fifteen (15) days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee or the Union.
- b) Where a dispute involving a suspension, termination, lay-off or recall occurs, the grievance shall be lodged at Step 2 of the grievance procedure.
- c) In the event of a policy grievance the Union may commence proceedings at Step 1 of the grievance procedure.
- d) The time limits referred to in this Article shall be exclusive of Saturdays, Sundays and Statutory Holidays.
- e) The time limits outlined in the grievance and arbitration procedure may only be extended upon mutual agreement of the parties in writing.

**ARTICLE 9 – ARBITRATION**

9.01 When either party requests that a grievance be submitted to arbitration, and within the time limit set forth above, such request shall be made by email addressed to the other party to the Collective Agreement indicating the name of three (3) proposed sole arbitrators. Within five (5) days thereafter the other party shall answer by email and either accept one of the proposed arbitrators or will propose three (3) additional sole arbitrators.

9.02 The decision of the Board of Arbitration shall be final and binding upon the parties.

9.03 The Board of Arbitration is not authorized to alter, modify, amend or add to any part of this Collective Agreement, or to deal with any matter not covered by this Collective Agreement; however, the Board shall have the power to dispose of any discharge or suspension grievance by any arrangement which, in its opinion, it deems just and equitable.

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

9.05 Each party shall share equally the fees and expenses of the Arbitrator.

9.06 Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator to clarify the decision.

9.07 Once Local 131 has processed a grievance to Arbitration, both Parties may within twenty (20) working days agree to use the services of a mutually agreeable Mediator to assist the Parties in resolving the grievance. The Parties will jointly in equal shares, pay the expenses of the Mediation. In the event that no mutually agreeable resolution is reached, the grievance will proceed to Arbitration.

## **ARTICLE 10 – NO STRIKE OR LOCK-OUT**

10.01 The Employer agrees that it will not cause or direct a lock-out of its employees, and the Union agrees that there will be no strike or other collective action that will stop, curtail or interfere with work or the Employer's operation. The meaning of "strikes and lock-outs" shall be as defined in the *Ontario Labour Relations Act*.

## **ARTICLE 11 – LEAVE OF ABSENCE**

### 11.01 Union Conventions, Workshops and Seminars

Leave of absence without loss of seniority shall be granted to employees upon request in writing to the Employer:

- At least fourteen (14) days in advance of the start of the leave, or
- Who are readily replaceable

and who are elected or appointed to represent the Union at Union functions. The Employer shall pay the employees their normal wages while on such leave, and the Union shall reimburse the Employer.

### 11.02 Compassionate Leave

The following leave of absence is allowed to make required arrangements and to attend the funeral or celebration of life in the event of a death in the employee's family:

- a) Employee's spouse, same-sex spouse, common-law spouse, son or daughter, step-son or step-daughter, mother or father, seven (7) days;
- b) Employee's sister, brother, grandchildren, step-mother, step-father, step-sister, step-brother, step-grandchildren four (4) days;
- c) Grandparents, in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law), niece or nephew, two (2) days;
- d) Employee's aunt and uncle one (1) day.

It is understood that one of the days listed above may be taken for the burial in the event it takes place outside of the initial occurrence (a) seven (7), (b) four (4), (c) two (2), (d) one (1).

Only such time as is required to fulfill the above obligations on which the employee would be scheduled to work shall be paid for. Such employee will be expected to

notify the Human Resource Manager or designate, as soon as possible of the need for such leave of absence.

Extra leave of absence without pay may be granted for travelling time to attend the funeral or celebration of life. This period of time will be agreed upon between the employee and the Employer.

### 11.03 Pregnancy/Parental and Adoption Leave

- a) A pregnant employee is entitled to up to seventeen (17) weeks leave of absence without pay and with accumulation of seniority, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act*.
- b) Eligible new parents are entitled to take up to thirty-five (35) weeks (in the case of employees who also took a pregnancy leave) or thirty-seven (37) weeks (in the case of employees who did not take a pregnancy leave) of parental leave of absence, without pay and with accumulation of seniority. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act*.

An employee may end his or her leave early by giving the Employer written notice a least four (4) weeks before he or she wishes to end the leave.

- c) Effective December 31, 2016, an employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to Sections 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty (80%) of her regular weekly earnings and the sum of her weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- d) The Employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.

For a part-time employee, seniority shall be based upon the employee's average weekly hours worked in the twenty-six (26) weeks immediately preceding the commencement of the leave, excluding any periods of approved leave of absence in excess of five (5) continuous calendar days.

- e) The employee shall be reinstated to their former position unless the position has

been discontinued in which case they shall be given a comparable job.

- f) The Employer shall grant an employee who is adopting a child a leave of a maximum of six (6) months without pay and without loss of seniority upon reasonable notice and subject to the above terms and conditions. If, however, because of late receipt of confirmation of pending adoption the employee finds it impossible to request leave of absence in writing one (1) month in advance, then the employee may make the request verbally as soon as possible and subsequently verify it in writing. Employees on adoption leave are entitled to benefits payments in accordance with Article 11.03 b), but coverage will be provided thereafter only if the employees pay one hundred (100) percent of the cost.

#### 11.04 Jury/Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown Attorney is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) Notifies the Employer immediately on the employee's notification that the employee will be required to attend court;
- b) Presents proof of service requiring the employee's attendance;
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

It is understood that an employee required to attend court regarding an Employer related case, as provided above, on their scheduled day off will be paid their regular pay for such day, and the day off will be rescheduled within thirty (30) days.

#### 11.05 Effect of Absence

- a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Employer, both seniority and service will accrue.
- b) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, sick leave or any other benefits under any provisions of this Collective Agreement or elsewhere shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating for the period of the absence, except that the Employer will continue to pay its share of the premiums for up to twelve (12) months while an employee is in receipt of compensation from the Workplace Safety and Insurance Board and during a Pregnancy or Parental Leave, unless the employee gives the Employer written notice that they do not intend to pay their contributions.

- c) It is further understood and agreed that, during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended after thirty (30) continuous calendar days and not further accrued during the period of absence.
- d) Notwithstanding the above, service and seniority shall accrue during Pregnancy/Parental and Adoption Leave, up to a period of twelve (12) months.
- e) Notwithstanding the above, if an employee's absence is due to a disability resulting in compensation from the Workplace Safety and Insurance Board or during an employee's unpaid absence due to a disability as defined by the Ontario Human Rights Code, seniority for purposes of promotion, demotion, transfer or lay-off shall continue to accrue.
- f) For clarity, for part-time employees, service and seniority accrual shall be based on an average of their hours paid over the twenty-six (26) weeks prior to their leave.

#### 11.06 Examination Leave

If required by the Employer, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

#### 11.07 Personal Leave of Absence

The Employer may grant a leave of absence for personal reasons to any employee requesting such leave in writing to the Manager of Human Resources. A reasonable amount of notice should be given to ensure coverage. Each request will be considered on an individual basis, while ensuring that the operational and service needs of the organization can be met.

#### 11.08 Union Office

- a) If any employee is elected or appointed to a Union Office, she/he shall be granted an unpaid leave of absence of up to two (2) years upon reasonable notice being given to the Employer. During the initial leave of absence of up to two (2) years Article 11.05 shall be applicable.

They shall have the right for an additional period of two (2) years from the initial two (2) year leave of absence to return to employment, without seniority, with the Employer to the first available opening in the department in which he/she left, providing they are willing and qualified to do the job.

- b) If an employee is re-elected to a Union office for a term in excess of the initial two (2) year leave of absence they shall not be granted an extension of the initial two (2) year leave of absence and their employment shall be deemed to be terminated.

## **ARTICLE 12 – SICK LEAVE**

### **12.01 Sick Leave Definition**

Sick leave is the period of time an employee is permitted to be absent from work by reason of being sick, disabled, quarantined because of exposure to a contagious disease or because of an accident which is not compensable under the *Workplace Safety and Insurance Act*.

### **12.02 Part-time and student employees shall be entitled to sick leave on a without pay basis.**

Article 12.09 shall apply to part-time and student employees.

### **12.03 Sick Leave Accumulation**

All full-time employees shall be entitled to accumulate sick leave at the rate of one and one-half (1½) paid days per month, commencing with the date of employment, and shall accumulate from year to year. New employees, on completion of their probationary period, shall be credited with four and one-half (4½) days' sick leave.

### **12.04 Sick Leave Deduction**

Sick leave is payable and deductions shall be made from accumulative sick leave for all days absent for sick leave as defined in Article 12.01 and Family Illness as defined in Article 12.10.

### **12.05 Sick Leave Records**

A record of all unused sick leave will be provided on each bi-weekly pay stub. An employee may request the Employer to clarify their sick leave credits at any time.

### **12.06 Qualifier for Sick Leave Credit**

To be credited with sick leave for any month, an employee must have been at work for a total of not less than eighty (80) hours, inclusive of paid time off for vacation, statutory holidays and other paid leave of absence other than sick leave. An employee shall be credited for sick leave earned on the first day of the following month and total of accumulated sick time shall be reflected on the next pay statement.

### **12.07 Absence Under the Workplace Safety and Insurance Act**

If an employee is prevented from working for the Employer on account of an occupational accident that is recognized by the Workplace Safety and Insurance Board as compensable within the meaning of *the Workplace Safety and Insurance Act*, the Employer, on application from the employee, will supplement the award made by the Workplace Safety and Insurance Board for the loss of wages to the employee by such an amount that the award made by Workplace Safety and Insurance Board for loss of wages, together with the supplement of the Employer, will equal one hundred (100) percent of the employee's regular wage to the limit of the employee's sick leave credits.

12.08 Sick Leave Pay Out

The following apply only to employees who had full-time status prior to July 1, 1999.

Upon termination of employment (other than by death or retirement), shall be entitled to the equivalent in cash of fifty (0.50) percent of the total accumulated sick leave standing to their credit, not to exceed six (6) months' wages.

An employee (or estate of an employee) in the event of death, or upon attaining retirement age and who is in receipt of an unreduced Ontario Municipal Employee Retirement System (OMERS) Pension, shall be entitled to the cash equivalent of the full accumulation of sick leave standing to their credit, not to exceed six (6) months' wages.

When sick leave is converted into cash, whether upon termination of employment, death or retirement, the value of such accumulated sick leave shall be determined on the basis of the employee's current rate of pay at the time of such conversion.

12.09 Doctors Certificate

An employee may be required to produce a certificate from a qualified medical practitioner for any absence in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness or injury. If there is a cost to the employee for the medical certificate, and the employer has requested such certificate, it will be paid for by the Employer.

12.10 Family Illness

In the case of illness of a family member of an employee, the employee may, with the approval of the Manager responsible for Human Resources or designate be entitled to use up to a maximum of six (6) accumulated sick leave days per year to care for the member of the family who is ill.

12.11 Long Term Disability

The Employer will provide to all full-time employees a Long Term Disability Plan with the Employer paying fifty (50) percent of the billed premiums and the employee paying the balance of the billed premium through bi-weekly payroll deduction.

**ARTICLE 13 – VACATIONS**

13.01 Entitlement to Vacation

Full-time employees shall be entitled to an annual vacation with pay calculated from the date of hire as follows:

a) New Hires

An employee with less than one (1) year's service as of December 31st shall be entitled to vacation pay at the rate of one (1) day for each complete month of service, to a maximum of ten (10) days;

- b) On completion of one (1) year of service as of December 31st an employee shall be entitled to ten (10) days vacation;
- c) An employee shall be allowed fifteen (15) days of vacation in the calendar year in which their third (3<sup>rd</sup>) anniversary falls;
- d) An employee shall be allowed twenty (20) days of vacation in the calendar year in which their eighth (8<sup>th</sup>) anniversary falls;
- e) An employee shall be allowed twenty-five (25) days of vacation in the calendar year in which their fifteenth (15<sup>th</sup>) anniversary falls;
- f) An employee shall be allowed thirty (30) days of vacation in the calendar year in which their eighteenth (18<sup>th</sup>) anniversary falls;
- g) An employee who has an Anniversary date of thirty (30) or more years in the 2019 calendar year shall be entitled to thirty-four (34) days' vacation.

Effective January 1, 2020: An employee who has an Anniversary date of thirty (30) or more years in the 2020 calendar year shall be entitled to thirty-five (35) days' vacation.

#### 13.02 Part-time and Student Employees

Part-time and student employees shall be entitled to payment in lieu of vacation based upon a formula of two (2%) percent for each five (5) days of entitlement for a period of employment from the date of last hire and in accordance with vacation entitlement, Article 13.01.

#### 13.03 Vacation Pay Calculation

Vacation pay will be calculated on the basis of each employee's regular rate at the time of taking their vacation, for thirty-seven and one-half (37½) hours for each week of vacation entitlement, save and except that where an employee has worked less than sixty-six (66) percent of the regular hours in the previous year, ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) or thirty-five (35) days vacation pay will be calculated on the basis of four percent (4%), six percent (6%), eight percent (8%), ten percent (10%) percent, twelve percent (12%), fourteen percent (14%) [whichever is applicable for ten (10), fifteen (15), twenty (20), twenty-five (25), thirty (30) or thirty-five (35) days] of their earnings received from the Employer in such period.

#### 13.04 Termination Prior to Vacation

When employment is terminated before the employee has been granted a paid vacation, they shall receive payment in lieu of it at the appropriate rate.

#### 13.05 Preferred Part-Time Employees Receipt of Vacation Pay

Employees who hold a permanent preferred part-time position will be paid their vacation pay in the form of payment for time not worked for all vacation days taken in accordance with their entitlement in Article 13.01. The calculation will be based upon the prior years

vacation accumulation and will be converted into hours which will be reflected on the employees bi-weekly pay stub.

It is understood that if an employee accrued more vacation pay in the previous year than the vacation days owed in the current year, she shall receive a "top up" of pay on each vacation day pro-rated across the period of her entitled vacation days.

Any hours that do not equal a full shift remaining in an employee's vacation bank, will be paid out to the employee on the last pay of each year. Employees will not be allowed to carry unused time into the next calendar year.

13.06 Permanent Part-time & Part-time Employees Receipt of Vacation Pay

Permanent part-time and part-time employees will be paid their vacation pay on the pay closest to February 1<sup>st</sup>.

Alternatively the following options may be elected by the employee no later than December 1<sup>st</sup>. Once the election is made the employee may change their election by notifying the employer in writing by December 1 of any given year:

1. Permanent part-time and part-time employees will be paid their vacation pay in two instalments on the pay closest to February 1<sup>st</sup> and August 1<sup>st</sup> of each year, or;
2. Permanent part-time and part-time employees will be paid their vacation pay on every pay.

If an employee is absent from work due to illness or Pregnancy/Parental and Adoption Leave the payment will be held at the employee's request until a mutually agreed date.

13.07 Statutory Holidays During Vacation Period

Paid holidays (statutory holidays) falling during an employee's vacation period will be in addition to such vacation period.

13.08 Taking of Vacation Time

The Employer will make every reasonable effort to grant an employee their annual vacation in consecutive weeks. It is understood that where the vacation period extends beyond ten (10) days or two (2) weeks, the time of the third (3<sup>rd</sup>) week/five (5) day period and subsequent weeks/five (5) day periods, shall be established by mutual agreement.

13.09 December 21<sup>st</sup> and January 4<sup>th</sup>

Vacation will not normally be granted on or after December 21<sup>st</sup> up to and including January 4<sup>th</sup> of the following year.

13.10 Posting of Vacation Request List

- a) The Employer will post, by November 1<sup>st</sup> of each year, a vacation request list for the months of January 5<sup>th</sup> to April 30<sup>th</sup> of the following year. Employees will signify their vacation choice in order of seniority by November 15<sup>th</sup>. Confirmation of

vacation requests will be posted by December 1<sup>st</sup>.

- b) The Employer will post, by February 15<sup>th</sup> of each year, a vacation request list for the remaining months of the calendar year. Employees will signify their vacation choice in order of seniority by March 15<sup>th</sup>. Confirmation of vacation requests will be posted by March 30<sup>th</sup>. No employee will be scheduled for more than 20 days of vacation during the period of June 15 to September 15, until all employee who so request vacation have been scheduled for vacation during this period, regardless of seniority.
- c) Vacation time available after the confirmed vacation request has been posted, will be granted in accordance with established quotas and by the date of the request, not by seniority. All vacation requests must be submitted to the Department Manager or designate at least fourteen (14) days in advance.

#### 13.11 Hospitalization During Vacation

Where an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave. The employee must notify the Employer at the time the illness commences and prior to the scheduled vacation in order to claim sick leave under Article 13.

Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital 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 provisions, will not be counted against the employee's vacation credits.

#### 13.12 Return to Work During Vacation

Should a full-time or part-time employee who has commenced their scheduled vacation agree, upon request by the Employer, to return to perform work during the vacation period, the employee shall be paid at the rate of one and one-half (1½) times their basic straight-time rate for all hours so worked. To replace the originally scheduled vacation days on which such work was performed, the employee will receive one (1) vacation lieu day off for each day on which they have worked.

#### 13.13 Single Vacation Days

An employee shall be entitled to take up to ten (10) vacation days as single days.

Other than single day vacation requests that are submitted prior to the deadlines in 13.01 a) and b) employees must find their own replacement when requesting a single vacation day on a weekend to work.

It is agreed that any overpayments of vacation time shall be repaid to the Employer by a mutually agreed upon schedule.

If a permanent part-time employee or part-time employee elects to take a single vacation day during a scheduling period they will be required to fulfil all other availability requirements for that period.

13.14 Commencement of Vacation

A week of vacation shall commence on a Monday except for employees working midnights whose vacation shall start on a Sunday.

13.15 Transfer from Part-Time to Full-Time

During the calendar year of the transfer, the employee will accumulate paid vacation days for each month worked as a full-time employee on a pro-rated basis to be used in the following calendar year.

Employees will accrue paid vacation days as follows:

Fifteen (15) day entitlement	1.25 days per full month
Twenty (20) day entitlement	1.667 days per full month
Twenty-five (25) day entitlement	2.083 days per full month
Thirty (30) day entitlement	2.5 days per full month
Thirty-five (35) day entitlement	2.917 days per full month

Calculation for the entitlement paid vacation days for the partial month shall be as follows:

# of days FT worked / total days in the month x entitlement (days per full month as outlined above).

When a part-time employee accepts a full-time position before the vacation pay out date listed in Article 13.06, the employee shall have the following options:

- a) Take the payout described in Article 13.06, or;
- b) Leave the vacation pay accrual from the previous year to draw upon for paid vacation.

It is understood that the employee has the option of taking unpaid vacation time as per his/her entitlement listed in Article 13.01.

When a part-time employee accepts a full-time position after the vacation payout date listed in Article 13.06, the employee shall have the option of taking the paid vacation accrued since January 1<sup>st</sup> of the current calendar year. It is understood that any paid vacation time the employee opts to take shall be deducted from the paid vacation he/she would have received in the following calendar year.

It is further understood that the employee has the option of taking unpaid vacation time as per his/her entitlement listed in Article 13.01.

13.16 Compassionate Leave During Vacation

Where an employee's scheduled vacation is interrupted due to a compassionate leave recognized under Article 11.02, the period of such time while on vacation shall be considered as compassionate leave. The portion of the employee's vacation deemed to be compassionate leave will not be counted against the employee's

vacation credit.

An employee shall notify the Manager responsible for Human Resources or designate of any occurrences arising as a result of Article 13.16.

## **ARTICLE 14 – PAID HOLIDAYS**

14.01 The following days are recognized as paid holidays for all full-time employees:

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

Also any other day proclaimed as a public holiday by the Mayor of the Corporation of the City of Peterborough.

In the event that the National Day for Truth and Reconciliation is recognized with an equivalent Public Holiday in the Province of Ontario, such day will be added to the Collective Agreement list of Paid Holidays.

14.02 Working on a Holiday

It is agreed that the operation of the Employer requires that all employees cannot take the particular day off that has been allocated for the observance as a holiday.

A full-time employee required to work on a holiday as outlined in Article 14.01 may elect payment at the rate of one and one-half (1½) times plus a lieu day at their regular rate or pay at the rate of one and one-half (1½) times their regular rate of pay plus holiday pay and forfeit the lieu day.

14.03 Statutory Holiday On An Employee's Day Off

When a holiday falls on an employee's normal day off, an additional lieu day with pay shall be granted.

14.04 Lieu Days

A full-time employee must notify the Human Resources Department, fourteen (14) days prior to the statutory holiday which one of the following options they wish to elect for working on a statutory holiday as outlined in Article 14.02.

### Options:

- a) Save the lieu day to the maximum allowable five (5) days in a calendar year to be used before December 21<sup>st</sup> of that year.
- b) Elect to take the holiday as a day off with pay.
- c) Stipulate the requested lieu day to be taken off which must be taken within ninety

(90) days of the statutory holiday at a time mutually agreed to between the employee and the Employer. Notwithstanding the 90 day period, all lieu days not taken or scheduled by December 21<sup>st</sup> will be paid out.

If no election is made the employee shall receive one and one-half (1½) times plus a day in lieu for working on the statutory holiday.

A lieu day must be taken within thirty (30) days of the statutory holiday at a time mutually agreed to between the employee and the Employer.

#### 14.05 Part-Time and Student Employees

Part-time and student employees required to work on a holiday outlined in Article 14.01 shall be paid at the rate of one and one-half (1½) times their regular rate.

Part-timers required to work on a paid holiday shall only receive the fourteen point five (14.5) percent in lieu of benefits on the regular straight-time hourly rate for regular hours worked.

#### 14.06 Assigning of Work on a Holiday

It is agreed that available work on a statutory holiday shall first be assigned to employees normally scheduled to work that day.

A full-time employee scheduled to work on the holiday shall not be required to work on the statutory holiday provided they advise the Human Resources Department at least fourteen (14) days in advance of the holiday. If less than fourteen (14) days notice is given the employee must arrange for his or her own replacement.

It is understood and agreed that no overtime costs will thereby be incurred by the Employer.

#### 14.07 Eligibility for Holiday Pay for Holidays Listed in 14.01

To be eligible for holiday pay when not working on any one of the holidays listed under Article 14.01, a full-time employee must work their full scheduled shift immediately preceding and full scheduled shift immediately following the holiday unless otherwise mutually agreed.

#### 14.08 Overtime on a Paid Holiday

Where an employee is required to work authorized overtime on a paid holiday they shall receive twice their regular straight-time hourly rate for the time worked. For clarification, the commencement of holiday starts with the midnight shift prior to the stat.

## **ARTICLE 15 – HOURS OF WORK AND WORKING CONDITIONS**

### 15.01 Hours of Work:

#### a) Regular Full-Time Employees

Except as provided for in 15.01 b) and c), the regular full-time working hours shall be seven and one-half (7½) hours of work per day and seventy-five (75) hours of work in a two (2) week period exclusive of a one-half (½) hour unpaid lunch period.

Except as provided for in Articles 15.01 b) and c), any authorized hours worked over seven and one-half (7½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate as set out in Schedule "A".

#### b) Preferred Part-Time, Permanent Part-Time and Part-Time Employees

The hours of work for preferred part-time, permanent part-time and part-time employees shall be in accordance to Article 2.02 b), c) and d) of this Collective Agreement.

No shifts of less than four (4) hours shall be created.

Authorized hours worked over seven and one-half (7½) hours per day or seventy-five (75) hours in a two (2) week period shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate as set out in Schedule "A".

The distribution of hours above and beyond hours distributed under Article 2.02 b), c) and d) shall be distributed among preferred part-time, permanent part-time and part-time employees taking into account an employee's availability as follows:

Shifts above and beyond hours distributed under 2.02 (b), (c), and (d) shall be offered in order of seniority according to availability of the appropriately qualified employee's, at straight time rate of pay. Only if the shift cannot be filled via this mechanism shall the Employer revert to article 15.02 (c) for overtime procedures.

It is agreed that such employees shall not become full-time under this Agreement merely by virtue of working seventy-five (75) hours in any bi-weekly pay period from time to time.

Pertaining to call-in's and replacements (vacations and statutory holidays) permanent part-time and part-time staff must be available to work all units or work routines and all shifts.

#### c) Student Employees

The hours of work for students shall be in accordance to Article 2.02 f) of this Collective Agreement.

The Employer shall be permitted to schedule students to shifts of less than four (4) hours in any classifications.

When scheduling work hours for student employees the Employer shall take

into consideration the student school schedule which shall be submitted by the student employee to the Employer in advance of the work schedule being posted.

d) Weekend Only Employees

Employees hired into Weekend Only Positions shall only be entitled to be scheduled and receive call-ins for available weekend work.

Employees hired into Weekend Only Positions shall be entitled to all rights and privileges outlined in this Collective Agreement including Schedule "A" with the exception of Article 15.02.

e) Spring and Fall Time Change

An employee will be paid for hours worked at the appropriate rate of pay when changes are made from daylight savings to standard time and vice versa.

15.02 a) Every Other Weekend Off – Full-Time Employees/Preferred Part-Time Employees/ Permanent Part-Time Employees

The Employer will schedule every other weekend off for Full-Time, Preferred Part-Time and Permanent Part-Time employees.

Permanent Part-Time employees as defined in Article 2.02 c) may be excused from this Article if they present to the Human Resources a letter expressing their desire to work weekends on a more frequent basis than stated. They may also withdraw such a letter by giving the Human Resources a letter stating their desire to revert to every other weekend off.

b) Every Third Weekend Off – Part-Time Employees

The Employer will schedule every third weekend off for Part-Time employees.

For purposes of clarity for Article 15.02, it is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday or at 2400 hours Friday and end at 2400 hours Sunday, as appropriate.

c) Overtime

Except as provided in Article 14.06, in the event that the Employer requires an employee to work four (4) hours or more of overtime, the Employer shall offer the overtime by seniority. In the event that the hours needed are less than four (4) hours, the Employer may offer the hours to an employee on duty at the time by unit by seniority.

15.03 No More Than Six Consecutive Days

Unless mutually agreed to do otherwise between the Employer and the employee no employee shall be scheduled to work more than six (6) consecutive days without a day off, but days off (excluding every second (2<sup>nd</sup>) or third (3<sup>rd</sup>) weekend off) may be non-consecutive. Where an employee does work more than six (6) consecutive days, pay for the seventh (7<sup>th</sup>) and subsequent days worked without a day off shall be at the rate of one and one-half (1½) times the employee's regular hourly rate.

Notwithstanding Article 15.03, the parties agree that employees working the night

shift in the Nursing Department shall work a schedule including seven (7) consecutive days and Article 15.03 will not apply.

15.04 Forty-Eight Hours Notice

- a) The Employer will make every reasonable effort to afford employees engaged in shift work at least forty-eight (48) hours notice in advance of assignment to a different shift.
- b) Employer will post a four (4) week schedule two (2) weeks in advance. This schedule will be available on SharePoint via staff room computers.

15.05 Call-Back

When an emergency arises after an employee has left the Employer following completion of their regular shift and the employee is required by the Employer to return to the Employer to perform emergency duties before their next scheduled shift commences, then the employee will be paid at time and one-half (1½) for all hours worked with a minimum pay of three (3) hours at time and one-half (1½).

15.06 Breaks

An employee shall receive fifteen (15) minute paid rest period(s) based on the following:

- a) Employees who are paid for a seven (7) or more hour work day shall receive one (1) fifteen (15) minute paid rest period in each half (1/2) of the seven (7) hour work shift;
- b) Employees who are paid for a work day consisting of a shift of four (4) hours or more and up to but not including (7) hours shall receive one (1) fifteen minute paid rest period;
- c) The time for each rest period for each employee will be determined by her/his Supervisor.

15.07 Pay Cheques

Employees shall be paid by direct deposit on a bi-weekly basis on Thursdays' to a financial institution of their choice. Employer will provide an electronic copy of pay statements. A paper copy will be provided upon written request of an employee.

15.08 Shift Differential

Shift differential in the amount of ninety five cents (.95¢) per hour, effective August 2nd, 2024, shall be payable to all employees where the majority of the hours worked in their shift falls between 2:00 p.m. and 6:00 a.m.

Shift premium shall not form part of the employee's regular hourly rate.

15.09 Weekend Premium

A weekend premium in the amount sixty five cents (.65¢) per hour, effective August 2nd, 2024, shall be payable to all employees where the majority of hours worked falls on a weekend as defined in Article 15.02 b). It is understood that the weekend premium is over and above any other applicable premium owed.

15.10 RPN Responsibility Allowance

Three dollars (\$3.00) per hour worked and subject the following conditions:

- i) Not to be added to base wage rate;
- ii) As of date of ratification by both parties;
- iii) Only pay on actual hours worked;
- iv) Also paid on overtime hours but not subject to overtime multipliers (e.g 1.5x, 2x)

15.11 Call-In

Where the Employer requests a part-time employee to report for non-scheduled duty and such request is not received by the employee one and one half (1 ½) hour(s) in advance of the starting time required, the employee will not be docked for the first one (1) hour of duty should the employee be unable to report for the starting time of the shift.

Breaches to Call-In Procedures

Where a situation arises wherein a full-time employee has missed an entitled call-in shift (at straight time or over-time rates of pay) as a result of an error by the Employer. The Employer agrees that the said employee shall be paid out as time appropriate rate of pay (straight time or over-time rates of pay). It is understood that they will not be offered supernumerary shifts.

Where a situation arises wherein a part-time employee has missed an entitled call-in shift (at straight time or overtime rates of pay) as a result of an error by the Employer, the Employer agrees that the said employee shall be offered the equivalent hours to that which was issued at the appropriate rate of pay. The date and time of the shift shall be by mutual consent between the Employer and employee affected within four (4) weeks of the missed shift. Failure to meet the timelines results in pay-in-lieu at the appropriate rate of pay. To clarify, the remedy shall not be in that an employee is offered a shift for which she would have been entitled or for which any other employee would have been entitled that day.

It is understood that full-time employees shall receive seniority for the shift paid. Part-time employees shall also receive seniority if worked or for the pay-in-lieu.

Cross Training

The employer shall post all cross-training opportunities as per Article 19.02. The awarding of such opportunities shall be in accordance with Article 19.01 of the Collective Agreement.

“Call-in” opportunities shall be done by straight time by seniority by classification, overtime by seniority by classification and then cross-trained home-wide by seniority

straight time first then overtime.

15.12 Double Shifts

When practical, the Employer will refrain from having an employee work a double shift unless the employee's regular schedule allows them to have sixteen (16) hours off duty prior to having to report for another shift.

15.13 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.14 Meal Allowance

All employees required to work an additional shift at the conclusion of their normal shift, shall receive soup and sandwich or alternative available food after all the Residents have been served, provided for by the Employer or ten dollars (\$10.00) if no food is available.

15.15 Posting of Christmas/Holiday Schedule

The Christmas/Holiday schedule shall be posted no later than November 1<sup>st</sup> of each year.

15.16 No Pyramiding

An employee working overtime shall be paid overtime based on the employee's regular hourly rate of pay. Shift differential, if any, as outlined in Article 15.08 shall not be added to the employee's regular hourly rate of pay prior to the calculation of overtime.

15.17 Shift Schedule

Employees who reports for work as scheduled, unless otherwise notified by the Employer, shall receive a minimum of four (4) hours pay at their regular straight time hourly rate. The employee may be required to perform any duties assigned by the Employer that they are capable of performing, if their regular duties are not available.

15.18 a) Christmas or New Years - Full-time

The Employer shall schedule each employee off for four (4) consecutive days at either Christmas or New Year's.

The days off at Christmas shall include December 25<sup>th</sup> and December 26<sup>th</sup> and the days off at New Year's shall include December 31<sup>st</sup> and January 1<sup>st</sup>. For purposes of clarity, it is understood that no employee will have a right to be scheduled off over Christmas in two (2) consecutive years or over New Year's in two (2) consecutive years.

### Clarity Note

For purposes of clarity days off for employees on the midnight shift shall include December 24<sup>th</sup> and December 25<sup>th</sup>.

### b) Christmas or New Years - Part-time

The Employer shall endeavour to schedule each part-time employee off on either Christmas or New Year's Day for two (2) consecutive days. The days will be either December 25<sup>th</sup> and December 26<sup>th</sup> or December 31<sup>st</sup> and January 1<sup>st</sup>.

The days will alternate each year.

Where it is not possible to provide such time off for all part-time employees, then the time off will be provided on the basis of seniority.

### Clarity Note

For purposes of clarity days off for employees on the midnight shift shall be either December 24<sup>th</sup> or December 25<sup>th</sup>.

## **ARTICLE 16 – BENEFIT PROGRAMS**

16.01 Except as otherwise provided, the Employer will contribute as follows:

### a) Regular Permanent Full-time Employees

- i) To Life Insurance (coverage to 2 times annual salary), an amount equal to one hundred percent (100%) of the premium applicable to the subscribing employee.
- ii) To an Extended Health Care Plan, ten/twenty (10/20) dollars deductible, one hundred percent (100%) of the premium cost applicable to the subscribing employee.
- iii) To Semi-private Blue Cross or equivalent, seventy-five percent (75%) of the applicable premium.
- iv) To Blue Cross or equivalent Dental Care Plan #9 (current O.D.A. fee schedule), one hundred percent (100%) of the premium applicable to the subscribing employee.  
Major services (crowns, bridges, dentures) reimbursed at 75% up to an annual maximum of \$2000.00
- v) The Employer shall contribute towards the cost of optometry examinations to a maximum of one hundred and twenty (\$120) dollars every twenty-four (24) months.
- vi) Vision Care, five hundred (\$500) dollars in twenty-four (24) months.
- vii) Hearing Aids, twelve hundred and fifty dollars (\$1250) lifetime.
- ix) Paramedic coverage shall be at the following amounts:

Physiotherapist / Registered Athletic Therapists	\$100 per visit \$500 a year maximum
Massage Therapist	\$500.00 per year
Speech Therapist	\$200.00 per 12 consecutive months
Psychologist	\$35.00 per hour for initial visit \$20.00 per hour for subsequent visits \$200.00 per 12 consecutive months

b) Preferred Part-Time, Permanent Part-Time and Part-Time Employees

To Group Insurance, one hundred percent (100%) of the premium being paid by the subscribing employee. It is agreed that enrolment in the Group Insurance is voluntary for preferred part-time, permanent part-time and part-time employees. It is further agreed that said employees shall elect Group Insurance upon completion of probation and then every year thereafter at the time at which they are offered enrolment into OMERS.

Premium in Lieu

Preferred Part-Time, Permanent Part-Time and Part-Time employees shall receive, in lieu of all fringe benefits (being those benefits paid to an employee, paid in whole or in part by the Employer as part of direct compensation or otherwise, save and except salary, vacation pay, jury and witness duty and bereavement pay) an amount equal to fourteen and one-half percent (14 ½ %) of their regular straight time hourly rate for all straight time hours paid.

It is understood that holiday pay when not working on any one of the holidays listed under Article 14.01 is included in the fourteen and one-half percent (14 ½%) in lieu of benefits above.

16.02 Change of Carrier

Should a change in carrier be contemplated, such change shall be discussed with the Union before the change is implemented. No such change shall result in a reduction in benefits.

16.03 In addition to the Canada Pension Plan, every full-time employee shall join the Ontario Municipal Retirement System (OMERS) as provided by the act. The employer and the employee shall make contributions in accordance with the provisions of the plan.

In addition to the Canada Pension Plan, every part-time employee shall be eligible to join the Ontario Municipal Retirement System (OMERS) as provided by the act.

The employer and the employee shall make contributions in accordance with the provisions of the plan.

16.04 Retirees' Benefits

Extension of drug and life insurance coverage will be made to qualified retirees with a

minimum of fifteen (15) years of service and OMERS eligibility available up to age sixty-five (65) or a maximum of ten (10) years, whichever occurs first.

## **ARTICLE 17 – UNIFORMS**

- 17.01 The Employer shall provide a uniform allowance of sixty dollars (\$60) per year to each full time employee. Such allowance shall be provided on the first pay of January in each year. Effective January 1, 2021 the allowance shall increase to seventy (\$70) per year. Part-Time employees shall receive a pro-rated amount at \$.0036 or (3.6 cents) per hours paid to a maximum of \$70.00, based on the previous years hours.
- 17.02 Maintenance employees, upon proof of purchase, will be given one hundred and fifty (\$150) dollars every one (1) year in October for safety shoe allowance, where safety shoes are required.

## **ARTICLE 18 – SENIORITY**

### 18.01 Seniority List

A seniority list shall be established for all employees covered by this Collective Agreement who have completed their probationary period. The seniority list will be updated and posted monthly. A copy of this list will be provided to the Union.

Preferred Part-Time, Permanent Part-Time and Part-time employees' seniority will be calculated on the basis of hours worked from the date of last hire (except as noted in Article 18.03 c).

### 18.02 Loss of Seniority

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

- a) Resign;
- b) Is discharged and not reinstated through the grievance/arbitration procedure;
- c) Is retired;
- d) Is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing to the Employer a satisfactory reason;
- e) Has been laid off for twenty-four (24) months;
- f) Has been absent from work due to illness or disability for a period exceeding twenty-four (24) months. This provision shall be applied in compliance with the Ontario *Human Rights Code*.
- g) Is laid off and fails to return to work within fourteen (14) calendar days after the employee has been notified by the Employer through registered mail addressed to the last address on the records of the Employer.

18.03 Probationary Period

- a) Every full-time employee shall serve a probationary period of sixty (60) working days and every preferred part-time, permanent part-time and part-time employee shall serve a probationary period of four hundred and fifty (450) hours.

On completion of the probationary period, seniority shall commence from the day on which the full-time employee started employment and, in the case of preferred part-time and permanent part-time, part-time employees, seniority shall be calculated in accordance with Article 18.01.

Probationary employees will be entitled to all rights and privileges of this Collective Agreement, except with respect to discharge. Probationary employees shall not be entitled to apply for any other postings other than their current classification for the first six (6) months of employment or four hundred and fifty (450) hours whichever occurs first.

It is understood that an employee will serve only one (1) probationary period in any period of continuous service with the Employer.

- b) Preferred Part-Time/Permanent Part-Time/Part-Time to Full-Time

Preferred part-time, permanent part-time and part-time employees who transfer to full-time employment shall receive credit for all hours worked as a preferred part-time, permanent part-time and part-time employee for purposes of establishing full-time seniority and whether the start or after three (3) months rate is applicable. (For pay rate, progression must be in the same category).

- c) Full-Time to Preferred Part-Time/Permanent Part-Time/Part-Time

Full-time employees who transfer from full-time employment to preferred-part-time, permanent part-time and part-time employment shall receive credit for all time worked as a full-time employee for purposes of retaining seniority. Should said employee elect to redeem sick leave credits, seniority shall be retained.

Notice of the employees' decision to redeem sick-leave credits must be forwarded to the Human Resources Department in writing within six (6) months of transfer from full-time to preferred part-time, permanent part-time or part-time.

Sick leave credits vested with the Employer shall not accrue in value, but shall retain a value in accord with the rate of pay in effect at the time of transfer from full-time and shall be available for fifty percent (50%) cash-out-provisions in accordance with Article 12.08.

Should the preferred part-time, permanent part-time or part-time employee return to a full-time position, the value of the vested sick leave shall be divided by the existing full-time wage to determine the number of days of sick-leave credit that will be reinstated. Should an employee return to full-time, any new sick leave accrued will not be eligible for pay-out under Article 12.08.

18.04 Position Outside of Collective Agreement

Any employee who is, or has been, transferred or appointed to a position not covered by this Collective Agreement, and later is transferred back to a position, which is

governed by this Collective Agreement, and then seniority, which has been accumulated in such position, shall be counted as service with the Employer.

Such employee shall have the right to retain her seniority up to a maximum of eighteen (18) months.

If the employee returns to the bargaining unit after eighteen (18) months they will have no seniority for the purposes of this agreement.

18.05 Promotion to Another Position Within Bargaining Unit

When an employee is promoted to another position within the bargaining unit and the position to which they are promoted is a higher classification than the position which was held, the employee shall receive immediately on such promotion the first rate for the classification of the new position that will provide an increase in salary.

18.06 Pay During Temporary Transfer When Requested by Employer

When an employee is temporarily assigned to and performs the principal duties of a higher paying classification she/he shall receive the next higher rate, that is a minimum of .75 cents higher, of pay than their former rate.

If the employee being temporarily assigned as a previously held a position in the assigned classification they shall receive, at a minimum, the rate of pay in the step they had previously held in that higher classification.

When an employee is temporarily assigned to a lower paying classification she/he shall continue to receive their current rate.

18.07 Requested Transfer to Lower Classification

When an employee requests to be transferred to another position either in their department or in another department which has a lower classification than the position they have been holding, such employee's salary on transfer shall be:

- a) If qualified to carry out the duties and responsibilities of the position to which transferred without further training except orientation, the salary rate in the lower classification immediately below the employee's rate in the higher classification;
- b) Failing replacement under a) above, the employee shall receive the "after three (3) month" rate in the lower classification.

**ARTICLE 19 – PROMOTIONS AND TRANSFERS**

19.01 Promotions or transfers within the bargaining unit shall be awarded to the senior applicant able to meet the normal requirements of the job. Notice of the successful applicant is to be provided to the Union. Except where required by law or as a condition of funding, an employee shall not be deemed unqualified for a position they currently hold or have previously held within two years.

19.02 The Employer shall post every preferred part-time, permanent part-time, part-time

and full-time vacancy and shall post temporary preferred part-time, temporary permanent part-time, temporary part-time and full-time vacancies where the duration of the vacancy is expected to exceed eight (8) weeks. The posting shall be for a period of seven (7) calendar days. A copy of the posting shall be sent to the Secretary of the Union.

The posting shall contain the location of the position, the nature of the position, the required ability and skills, knowledge and education, the wage rate and the normal hours of work.

Employees selected for a temporary vacancy must complete the length of the vacancy prior to bidding on a different temporary vacancy unless the different temporary vacancy commences after the current temporary vacancy has been completed or if the different temporary vacancy has increased hours or an increased wage rate.

- 19.03 The successful applicant shall be allowed a trial period of up to twenty-five (25) shifts worked over a maximum of sixty (60) days, during which the Employer will determine if the employee can satisfactorily perform the job. Within this period the employee may voluntarily return, or be returned by the Employer to the position formerly occupied, without loss of seniority. The vacancy resulting from the initial posting may be filled on a temporary basis until the trial period is completed.

The trial period shall not apply for temporary transfers in the same classification.

- 19.04 The Employer will post up to three (3) additional vacancies that occur as a result of the filling of an original vacancy.

19.05 Job Postings

The original posting and subsequent postings will be numbered as follows:

Original	-	(year) - 1
Subsequent # 1	-	(year) - 1/A
Subsequent # 2	-	(year) - 1/B
Subsequent # 3	-	(year) - 1/C

A subsequent posting is defined as the position left vacant due to a position being filled.

If there are any positions that have forty (40) or more regularly scheduled hours in a bi-weekly period that are not filled as a result of this process it will begin the posting process over again in the same manner as an original posting.

Positions which are under forty (40) regularly scheduled hours in a bi-weekly period that are not filled by this process will then be posted as an open position. Open positions shall be posted for a twenty-four (24) hour period and shall be awarded to the senior applicant able to meet the normal requirements of the job who has applied during the above twenty-four (24) hour period.

- 19.06 The actual physical filling of vacancies may or may not be delayed until all moves are determined.

19.07 The Employer may temporarily fill a vacancy with bargaining unit employees until the posting procedures have been completed.

19.08 If no applications are received from within the bargaining unit the Employer has the right to hire as they so determine.

19.09 Student Employees

Student employees may only apply for and be awarded available student positions.

In the event that a student employee is no longer enrolled in a school program on a full-time basis, the Student employee will have a three (3) month period during which she/he may apply for any available positions for which she/he is qualified under the terms of this Collective Agreement. Thereafter, the student must resign from the student position or be terminated from employment by reason of no longer meeting the definition as a Student employee.

19.10 Temporary Transfers

The Employer recognizes that it is the right of every employee in accordance to Article 19.03, unless otherwise excluded by this Collective Agreement, to apply for and be awarded any position for which she/he is the senior applicant and able to meet the normal requirements of the job posted.

When a temporary position is completed an employee filling the temporary position will be returned to her/his permanent position.

An employee filling a temporary position which is to last six months or more shall have the right to return to their permanent position after having completed three months in the temporary position. Notice of intent to return must be given within 10 calendar days of completing the three month period, or at any point prior. An employee filling a temporary position which is to last less than six months does not have a right to return to their permanent position prior to the conclusion of the contract.

Any subsequent postings of temporary vacancies shall be posted where the remaining duration of the temporary vacancy is expected to exceed eight (8) weeks.

An employee shall only be entitled to hold one (1) permanent position and one (1) temporary position at any one time.

**ARTICLE 20 – LAY OFF AND RECALL**

20.01 a) Lay Off and Recall

This article shall apply to full-time and preferred part-time, permanent part-time and part-time employees only.

b) Definition

A lay off shall be defined as:

Full-time Employee

A reduction in the work force or a reduction in the regular hours of work.

Preferred Part-Time, Permanent Part-Time and Part-Time Employee

An elimination of a position.

The reduction of regularly scheduled hours of a preferred part-time employee below the minimum hours in Article 2.02(b) shall also constitute a layoff.

20.02 Event of a Lay Off

In the event of lay off as defined in Article 20.01 above the Employer shall lay off those employee(s) whose position(s) are directly affected, provided that there remain on the job employees who then have the ability to perform the work. An employee who is subject to lay off shall have the right to either:

- i) Accept the lay off - or;
- ii) Displace an employee who has lesser bargaining unit seniority if the employee originally subject to lay off can perform the duties of the available work without training other than orientation. Such employee so displaced shall be laid off.
- iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.

20.03 Recall

Any employee shall have opportunity of recall for a period of twenty-four (24) months from a lay off to an available opening, in order of seniority, provided they have the ability to perform the work. The posting procedure in the Collective Agreement shall apply prior to the recall process being implemented.

The Employer shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Employer. Notification shall be deemed to be received on the second (2<sup>nd</sup>) day following the date of mailing. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

20.04 In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

20.05 Employee Recalled to Different Classification

An employee recalled to work in a different classification or position from which they were laid off shall have the privilege of returning to their position they held prior to the

lay-off should it become vacant within six (6) months of being recalled.

20.06 No New Employees

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, or have been found unable to perform the work available.

20.07 Preference for Temporary Vacancies

Employees on lay-off shall be given preference for temporary vacancies which are expected to exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. Seniority and service shall not accumulate during any period of lay-off.

20.08 Lay Off of a Permanent or Long-Term Nature

In the event of a proposed lay-off at the Employer of a permanent or long-term nature, the Employer will:

- a) Provide the Union with no less than forty-five (45) calendar days' notice of such lay-off; and
- b) Meet with the Union to review the following:
  - i) The reason causing the lay-off;
  - ii) The service the Employer will undertake after the lay-off;
  - iii) The method of implementation including the areas of cutback and employees to be laid off.

20.09 Bed Cut-Back or Cut-Back In Service

In the event of a substantial bed cut-back or cut-back in service, the Employer will provide the Union with reasonable notice. If requested, the Employer will meet with the Union to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of lay-off in this Collective Agreement. Notice of lay-off shall be in accordance with the provisions of the *Employment Standards Act*.

20.10 Benefits While on Lay-off

The following clause is applicable to full-time employees only.

In the event of a lay-off of an employee, the Employer shall pay its share of the insured benefit premiums up the end of the month in which the lay-off occurs. The employee may, if possible, under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months

following the end of the month in which the lay-off occurs. Such payment may be made through the payroll office of the Employer, provided that the employee informs the Employer of their intent to do so at the time of the lay-off and arranges with the Employer the appropriate schedule.

20.11 Student Employees

Lay Off Rights

A student shall only have the right to displace another student employee who has lesser bargaining unit seniority if the student originally subject to lay off can perform the duties of the available work of another student employee without training other than orientation. Such student employee so displaced shall be laid off.

Recall Rights

Any student employee shall have opportunity of recall from lay off for a period of twenty-four (24) months following the layoff to another student position available opening, in order of seniority, provided they have the ability to perform the work.

**ARTICLE 21 – RETIREMENT**

21.01 The pension plan for the Employer shall be the Ontario Municipal Retirement System.

**ARTICLE 22 – GENERAL**

22.01 Bulletin Board

The Employer agrees to make available to the Union a bulletin board in a location to be mutually agreed upon between the Employer and Union. This space shall be used by the Union to post notices having to do with matters coming within the scope of the Collective Agreement. Such notices shall not be posted elsewhere in the building.

22.02 Singular or Masculine

Wherever the singular or masculine is used in this Collective 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.

22.03 Rights

- a) Any rights of the Employer which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall continue in force and effect for the duration of this Collective Agreement.
- b) Any rights of employees in positions covered by this Collective Agreement which are not specifically mentioned in this Collective Agreement, and which are not contrary to its intention, shall remain in full force and effect for the duration of this Collective Agreement.

22.04 Correspondence

Written correspondence from the Employer to the Union shall be addressed to the Corresponding Secretary of the Union with a copy to the President.

22.05 Technological Change or Mechanization

Full-Time employees who are displaced by technological change or mechanization shall be given the opportunity to fill another vacancy if capable of doing so and according to seniority, or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation. During the retraining period there will be no reduction in pay. In the event that the full-time employee after a reasonable training period is unable to acquire the skill required they shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off.

22.06 Work of the Bargaining Unit

Supervisory personnel of the Employer will not perform duties normally assigned to those employees who are covered by this Collective Agreement except for purpose of instruction, experimentation or when regular employees are not available.

22.07 Contracting Out Of Work

In order to provide job security for members of the bargaining unit, the Employer agrees that it will not contract out any work, which is normally performed by members of the bargaining unit. It is acknowledged that this term will not prohibit the short-term use of outside replacement personnel where regular employees are not available.

22.08 Workload

Employees may raise legitimate workload concerns with their immediate supervisor in writing. In the event such concern is not resolved, the employee may advance such concerns to either the Joint Health and Safety Committee or the Labour Management Committee as may be appropriate.

22.09 Printing of Collective Agreement

The Union and the Employer agree to cost share (50/50) the cost of the printing and the distribution of the Collective Agreement.

22.10 Health and Safety Committee

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. 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.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various

bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee will meet at least once a month unless otherwise agreed. In no case will they meet less than once every 3 months. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection.
- d) In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WSIB may decide to disclose.
- e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- g) At least one of the members of the committee will be selected by the Union and will be trained to be a certified worker as defined under the Act. Costs including wages will be paid by employer for approved training.

#### 22.11 Return to Work

Where an employee requires modified work or accommodation for a reason mandated by the Human Rights the Employer may modify the hours or duties of the employee's current job or otherwise. The Parties shall meet to decide an appropriate course of action.

### **ARTICLE 23 – JOB CLASSIFICATION AND WAGE RATE**

- 23.01 Attached hereto and forming part of this Collective Agreement is Schedule "A" which sets out job classification and wage rates of all employees covered by this Collective Agreement.

23.02 New Classification(s)

- a) When a new classification, covered by this Collective Agreement, is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same.
- b) If the Union challenges the rate, it shall have the right to request a meeting with the Employer to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed shall be retroactive to the date that notice of the new rate was given by the Employer.
- c) If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration, as provided in the Collective Agreement, within fifteen (15) days of such meeting. The decision of the board of arbitration or arbitrator 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 classification.

23.03 Substantial Change to Existing Classification

- a) If the Employer makes a substantial change in the job content of an existing classification, which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union to permit the Union to make representation with respect to the appropriate rate of pay.
- b) 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 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.

23.04 In-Service Education

When mandatory attendance at in-service education, e-learning and staff meetings is required by the Employer, outside an employee's regular working hours, the employee shall be paid their regular hourly rate for all time spent in attendance. The Employer will endeavour to schedule all in-service training during scheduled working hours.

23.05 Pay Errors

When a pay error occurs and the error is more than fifty dollars (\$50), the Employer will, within three (3) business days of being notified in writing of the error, rectify the error via direct deposit. If the error is less than fifty (\$50) dollars, the Employer will rectify on your next pay cheque.

23.06 RPN Preceptor

Sixty cents (0.60¢) for hours worked as preceptor

**ARTICLE 24 – TERMINATION AND AMENDMENT**

24.01 This Collective Agreement shall continue in full force and effect from January 1, 2023 up to and including December 31, 2025 and shall continue in force from year to year thereafter unless written notice is given by either party within the period of ninety (90) days prior to December 31, 2025.

DATED IN PETERBOROUGH, ONTARIO THIS 3 DAY OF Dec 2024.

FOR THE EMPLOYER

Amy Rooney  
Louise  
RL  
Carol Jew

Sheridan Cardwell

FOR THE UNION

Linda Curtin  
Kathy Barbisan  
Cynthia  
Kelli Lampson  
MA  
Stodley

**LETTER OF UNDERSTANDING**

**Between**

**FAIRHAVEN**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 131**

RE: HEALTH CARE AIDE/PERSONAL SUPPORT WORKER

The parties agree that employees who are employed as a Health Care Aide/Personal Support Worker who do not hold a Health Care Aide Certificate or a Personal Support Worker Certificate shall be deemed to have a Personal Support Worker Certificate for all purposes falling under this Collective Agreement or for any other reason pertaining to the employee's employment with the Employer.

The parties agree that employees holding a Health Care Aide Certificate prior to July 1, 2001 shall have the Health Care Aide Certificate deemed equivalent to a Personal Support Worker Certificate for the purposes falling under this Collective Agreement or for any other reason pertaining to the employee's employment with the Employer.

Renewed in Peterborough, Ontario this 3 day of Dec 2024.

This Letter will be interpreted and applied in a manner consistent with and subject to the requirements of the *Fixing Long Term Care Act, 2021 and Regulations*.

**FOR THE EMPLOYER**

Nancy Romney  
Yancy Rob  
RJ  
Candy Jean

Sheudan Cardwell

**FOR THE UNION**

Lynnda Weston  
Kathy Buchanan  
Crystal Stimp  
Kelli Sampson  
Stodley

**LETTER OF UNDERSTANDING**

**between**

**FAIRHAVEN  
and  
CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 131**

RE: INFLUENZA VACCINATION

The Parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:  
Employers recognize that employees have the right to refuse any vaccination.

If an employee refuses to take the vaccine required under this provision as well as the recommended oral antiviral medication, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case he or she will be placed on unpaid leave during the influenza outbreak period. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.

If an employee refuses to take the vaccine because it is proven to be medically contraindicated, and where a medical certificate is provided to this effect for both the vaccine and the oral antiviral medication, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be on sick leave during the influenza outbreak period, in accordance with the collective agreement. For clarity, only full-time employees are entitled to paid sick leave in accordance with article 12 of the collective agreement. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.

If the full cost of such vaccine is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine (but will not pay for the oral antiviral medication unless the Ministry of Health and Long-Term Care will reimburse the Employer for the cost) and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

Renewed in Peterborough, Ontario this 3 day of Dec 2024.

**FOR THE EMPLOYER**

Danny Rooney

Henry Ross

[Signature]

Carole Jones

Sherida Cardwell

**FOR THE UNION**

Linda Weston

Kathy Barbisan

Crista Stuy

Kelli Kamping

[Signature]

Stodley

**LETTER OF UNDERSTANDING**  
**between**  
**FAIRHAVEN**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 131**

RE: CHRISTMAS/NEW YEARS

Contrary to Article 13.09 of the Collective Agreement, the Parties agree to allow full-time employees who regularly work Monday to Friday to save a maximum of two (2) vacation or statutory holidays when required so they may have four (4) consecutive days off at Christmas or New Years as per Article 15.17.

It is understood that consultation with the Department Manager or Supervisor is required to ensure that staffing provisions within the department are met. The Department Manager or Supervisor must sign the vacation or statutory holiday request.

Renewed in Peterborough, Ontario this 3 day of DEC 2024.

**FOR THE EMPLOYER**

Nancy Romney  
Nancy Ross  
RK  
Carey Jones

*Sheridas Cardwell*

**FOR THE UNION**

Linda Martin  
Kathy Burdwan  
Christina  
Kelli Kampney  
Stacy  
Bradley

**LETTER OF UNDERSTANDING**

between

**FAIRHAVEN**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 131**

**RE: SINGLE DAY VACATION/SHIFT GIVE AWAY COMMITTEE**

Within thirty days of ratification of the Collective Agreement the Union and the Employer shall meet and endeavour to develop a new process regarding single vacation days and shift giveaways.

The Committee will consist of equal members for the Union and the Employer but shall not exceed three representatives each. Time spent in the Committee shall be paid time.

RENEWED IN PETERBOROUGH, ONTARIO THIS 3 DAY OF Dec 2024.

**FOR THE EMPLOYER**

Danny Rooney  
Kathy Kern  
[Signature]  
Carol Jones

Sherrida Cardwell

**FOR THE UNION**

Jinda Martin  
Kathy Barusan  
Custaf King  
Kelli Kemping  
[Signature]  
Stodley

**LETTER OF UNDERSTANDING**

**Between**

**FAIRHAVEN  
And**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 131**

**RE: FOOD SERVICE WORKER TRAINING COURSE #2**

Whereas the Ministry of Long Term Care revised the standards for Dietary Services effective January, 2007;

And whereas the Ministry of Long Term Care now requires that 100% of new hires for the position of Food Service Worker (Dietary Aide) must have completed or be enrolled in a Food Service Worker (FSW) training program offered by an established College;

And whereas the Parties agree that it is the mutual interest of the Union and the Employer to encourage employees to take the FSW training program.

Therefore, the Parties agree to the following:

1. All part-time and full-time employees currently employed in the Nutrition Services as of the date of this Letter of Understanding are considered "grandparented" for the purpose of qualifications for the FSW program. Specifically, all employees listed below will not be considered unqualified for any job they apply for within the Department of Nutrition Services for the reasons that they do not have the FSW course. For clarity, this includes the situation where employees listed below leave the department and afterwards apply to return.

Current employees of Nutrition Services are:

Sherry Aubin, Darlene Clark, Patti Bugg, Barb Gillen, Sarah Lance, Zack Rothwell, Paul Geen, Michelle Auger, Kathy Barbisan, Stephanie Rider (McRae), Marty Elliot, Bev Blodgett, Janet Kelly, Lorri Collins.

Renewed in Peterborough, Ontario this 3 day of DEC 2024.

This Letter will be interpreted and applied in a manner consistent with and subject to the requirements of the Fixing Long Term Care Act, 2021 and Regulations.

**FOR THE EMPLOYER**

Dany Rooney  
Kathy Ross  
[Signature]  
Craig Juel

Sheridan Cardwell

**FOR THE UNION**

Anda Austin  
Kathy Barbisan  
Cystal Stray  
Kelli Thompson  
[Signature]  
Stodley

**LETTER OF UNDERSTANDING**

between

**FAIRHAVEN**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**AND ITS LOCAL 131**

RE: WORKLOAD FORM

The parties agree to meet within ninety (90) days of ratification of the Collective Agreement to begin the process of drafting an agreed-upon form for workload concerns, and commit to making their best efforts to completing a final version within a further six (6) months.

Renewed in Peterborough, Ontario this 3 day of DEC 2024.

**FOR THE EMPLOYER**

Danny Loney  
Larry Ross  
RK  
Carol Jones

Sherrida Cardwell

**FOR THE UNION**

Linda Curtin  
Kathy Barbeau  
Cystal Strong  
Kelly Kemping  
Stoodley

**LETTER OF UNDERSTANDING**  
**between**  
**FAIRHAVEN**  
**and**  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**AND ITS LOCAL 131**

RE: CAMERAS

The parties agree that the use of security cameras is permitted for the purpose of enhancing resident and staff safety and that such surveillance is not to be used for the primary purpose of monitoring the performance of employees.

Renewed in Peterborough, Ontario this 3 day of Dec 2024.

**FOR THE EMPLOYER**

Dan Rooney  
Rayson  
RJ  
Craig Jones

Sheudae Cardwell

**FOR THE UNION**

Xanda Custer  
Kathy Barbican  
Cynthia Stray  
Kelly Karpov  
AA  
A Stodley

**SCHEDULE 'A'**

Position	01-Jan-23 3.50%			01-Jan-24 3.50%			01-Jan-25 3.50%		
	Start	Interim	Max	Start	Interim	Max	Start	Interim	Max
Activationist	\$24.36	\$25.02	\$25.55	\$25.21	\$25.90	\$26.44	\$26.09	\$26.81	\$27.37
Cook	\$25.01	\$25.61	\$26.24	\$25.89	\$26.51	\$27.16	\$26.80	\$27.44	\$28.11
Dietary Aide	\$23.26	\$23.91	\$24.45	\$24.07	\$24.75	\$25.31	\$24.91	\$25.62	\$26.20
Environmental Services Aide	\$22.54	\$23.19	\$23.72	\$23.33	\$24.00	\$24.55	\$24.15	\$24.84	\$25.41
General Accounting Clerk	\$24.34	\$24.95	\$25.55	\$25.19	\$25.82	\$26.44	\$26.07	\$26.72	\$27.37
PSW/HCA	\$28.01	\$28.61	\$29.24	\$28.99	\$29.61	\$30.26	\$30.00	\$30.65	\$31.32
HR Scheduler	\$25.01	\$25.61	\$26.24	\$25.89	\$26.51	\$27.16	\$26.80	\$27.44	\$28.11
Receptionist	\$24.34	\$24.95	\$25.55	\$25.19	\$25.82	\$26.44	\$26.07	\$26.72	\$27.37
Linen Attendant	\$22.54	\$23.19	\$23.72	\$23.33	\$24.00	\$24.55	\$24.15	\$24.84	\$25.41
Maintenance Worker	\$24.34	\$24.95	\$25.55	\$25.19	\$25.82	\$26.44	\$26.07	\$26.72	\$27.37
Recreational Planner	\$24.34	\$24.95	\$25.55	\$25.19	\$25.82	\$26.44	\$26.07	\$26.72	\$27.37
Registered Practical Nurse	\$31.19	\$31.73	\$32.28	\$32.28	\$32.84	\$33.41	\$33.41	\$33.99	\$34.58
Resident Trust Co-ordinator	\$28.57	\$29.07	\$29.56	\$29.57	\$30.09	\$30.59	\$30.60	\$31.14	\$31.66
Unit Attendant	\$20.21	\$21.42	\$22.67	\$20.92	\$22.17	\$23.46	\$21.65	\$22.95	\$24.28

Student Rates: One hundred (100%) percent of non-student rate, effective date of ratification.  
 Probation Period: Full Time = Fifty (60) days of service  
 Preferred Part-Time, Permanent Part-Time and Part-time = 450 hours of service

Temporary department transfers of red-circled employees will not affect the job rate of the permanent position upon return to the permanent position.

All applicable wage payments are to be paid retroactively. The Employer shall make best efforts to make the retroactive payments within forty-five (45) calendar days following ratification of the Memorandum of Settlement.

Retroactivity is also payable to any former employee who has retired or otherwise left the Employer after the commencement of this new Collective Agreement and before the date of this Award.

KG/cope491  
11/25/2024