

# **COLLECTIVE AGREEMENT**

Between

**TABOR MANOR**

and

**CLAC LOCAL 302**

**DURATION: August 20, 2019 – August 19, 2022**

# **COLLECTIVE AGREEMENT**

**Between**

**TABOR MANOR**

**(hereinafter referred to as "the Employer")**

**and**

**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

**(hereinafter referred to as "the Union")**

**DURATION: August 20, 2019 – August 19, 2022**

## TABLE OF CONTENTS

Article 1 - Purpose .....	1
Article 2 - Recognition .....	1
Article 3 - Correspondence .....	1
Article 4 - Definitions .....	2
Article 5 - No Strikes Or Lockouts .....	3
Article 6 - Management Rights .....	3
Article 7 - Union Security .....	4
Article 8 - Union Membership And Checkoff .....	5
Article 9 - Union Representation .....	7
Article 10 - Bulletin Board.....	11
Article 11 - Prohibition Of Discrimination And Harassment.....	11
Article 12 - Health And Safety.....	13
Article 13 - Seniority And Probationary Period .....	14
Article 14 - Loss Of Seniority.....	16
Article 15 - Transfers .....	17
Article 16 - Layoff And Recall.....	18
Article 17 - Job Postings.....	22
Article 18 - Schedules And Hours Of Work .....	26
Article 19 - Call-In .....	30
Article 20 - Reporting Pay And On Call Premium .....	31
Article 21 - Job Classification And Wages .....	32
Article 22 - Overtime .....	34
Article 23 - Shift Premium.....	35
Article 24 - Responsibility Premiums And Allowances .....	36
Article 25 - Lunch And Rest Periods.....	37
Article 26 - Leaves Of Absence .....	38
Article 27 - Bereavement Leave.....	43

Article 28 - Court Attendance .....	45
Article 29 - Education .....	45
Article 30 - Sick Leave .....	46
Article 31 - Absence From Work And Reporting .....	47
Article 32 - Employment Of Disabled Workers .....	48
Article 33 - Insurance Plan .....	48
Article 34 - Retirement Savings Plan .....	52
Article 35 - Paid Holidays .....	52
Article 36 - Vacation .....	56
Article 37 - Uniforms .....	60
Article 38 - Warning, Suspension And Discharge .....	61
Article 39 - Grievance Procedure .....	62
Article 40 - Arbitration .....	64
Article 41 - Duration .....	67
Schedule "A" - Classifications And Rates Of Pay .....	68
Letter Of Understanding #1 .....	71
Letter Of Understanding #2 .....	74
Letter Of Understanding #3 .....	75
Letter Of Understanding #4 .....	76
Letter Of Understanding #5 .....	77
Letter Of Understanding #6 .....	78
Letter Of Understanding #7 .....	80
Letter Of Understanding #8 .....	81
Letters Of Understanding – Signing Page .....	82

**COLLECTIVE AGREEMENT**

**ARTICLE 1 - PURPOSE**

1.01 It is the intent and purpose of the parties to this Collective Agreement, through the administration of all the terms and provisions contained herein, to develop and maintain a relationship among the Union, the Employer and the employees which is conducive to their mutual well-being.

**ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the exclusive bargaining agent for, and this Collective Agreement shall apply to, all employees of Tabor Manor in the province of Ontario, save and except the Administrator, Director of Nursing, RAI Coordinator, Supervisors, persons above the rank of Supervisor, office and clerical staff.

**ARTICLE 3 - CORRESPONDENCE**

3.01 All official communication from the Employer to the Union, unless otherwise specified herein, will be sent to the CLAC Representative assigned by the Union to represent the bargaining unit in a manner agreed by the parties. In addition, a Steward will be copied on any correspondence relating to a matter in which they have participated, such as matters relating to discipline.

3.02 All official communication from the Union to the Employer, unless otherwise specified, will be sent to the Executive Director, or designate.

**ARTICLE 4 - DEFINITIONS**

- 4.01 Where the masculine pronoun is used in this Agreement, it shall mean and include the feminine pronoun where the context so applies, and vice versa.
- 4.02 Where the plural is used in this Agreement, it may include the singular, and vice versa, as the context implies.
- 4.03 A “pay period” is a fourteen day period. Every pay period starts immediately after the previous period ends.
- 4.04 The terms: “regular wages,” “regular rate of pay,” “straight time portion,” and “straight time” in regard to pay, and similar terms, shall mean the amounts indicated in the wages for each classification listed in Schedule “A.”
- 4.05 “Over-time pay,” and over-time “rate” and “premium,” and similar terms, shall mean a wage that is one and half times the applicable wage listed in Schedule “A”.
- 4.06 A full-time employee means an employee who is regularly scheduled to work seventy-five (75) hours on a bi-weekly basis as evidenced by the master work schedule.
- 4.07 A part-time employee means an employee who is regularly scheduled to work less than seventy-five (75) hours on a bi-weekly basis as evidenced by the master work schedule.
- 4.08 A “casual employee” holds no permanent posting (i.e. has no shifts assigned on the master schedule). Casual employees are expected to be available to a minimum of one (1) weekend per month, a minimum of six (6) days per month (including the weekend), and for either Christmas or Boxing Day or New Year’s Eve or New Year’s Day.

4.09 For the purposes of this Agreement, a “union member” is the same as a “member of the bargaining unit” unless the context clearly differentiates.

#### **ARTICLE 5 - NO STRIKES OR LOCKOUTS**

5.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock-outs during the term of this Agreement. The meaning of the words “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*, as amended.

5.02 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, there will be no strikes, slowdown, or stoppage of work, and the Employer agrees that there will be no lockout.

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

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

- a. to determine and establish standards and procedures for the care, welfare, safety, and comfort of the residents in the nursing home and tenants in supportive housing;
- b. to maintain order, discipline, and efficiency, and in connection therewith to establish and enforce reasonable rules and regulations. Such rules will be made available to all employees and to the Union. The Employer agrees that at the time of any new policy or procedure related to terms

and conditions of employment the Union will be advised by providing a copy of such policy to the Union prior to implementation of the policy;

- c. to hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend or otherwise discipline employees who have completed their probationary period for just cause, provided that a claim of discriminatory transfer, promotion, demotion of classification or a claim that an employee who has completed his probationary period, has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Employer and must be supported on a rational basis;
- d. to have the right to plan, direct and control the work of the employees and the operations of the facility. This includes the right to introduce new and improved methods, facilities, equipment, and to control the amount of supervision necessary, combining or splitting up of departments, work schedules, and the increase or reduction of personnel in any particular area or on the whole.

## **ARTICLE 7 - UNION SECURITY**

- 7.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.
- 7.02 The Employer shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a layoff of any employees other than



casual part-time employees results from such contracting-out. Contracting-out to an employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.

- 7.03 No employee shall be permanently transferred out of the bargaining unit without her agreement.
- 7.04 Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS 2.0 results. The Employer agrees to provide the Union Representatives with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes or workload issues.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

## **ARTICLE 8 - UNION MEMBERSHIP AND CHECKOFF**

- 8.01 Neither the Employer nor the Union will compel employees to join the Union or discriminate against any employee because of Union membership or lack of it. The Employer will inform all new employees of the contractual relationship between the Employer and the Union.

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

---

8.02 The Union agrees that it shall make membership in the Union available to all employees covered by this Agreement.

8.03 The Employer shall furnish newly hired Union employees with an orientation letter supplied by the Union for the purpose of introducing the Union to the employee, and shall notify the appropriate Steward of the employee's hire.

8.04 The Employer will introduce each new employee to a Union Steward before completing orientation.

**8.05 Deduction and Remittance of Dues**

a. The Employer is authorized and shall deduct each pay period an amount equal to Union dues from each employee's pay. Such deductions commence with the first full pay period of the employment of an employee.

The Employer will notify the Union office in writing with each dues remittance the addresses, telephone numbers and classifications of all new employees hired the previous month who are subject to this Agreement.

b. The amount shall be calculated according to the Union's dues policy. The Employer shall also deduct any initiation fees authorized by the Union. The Employer shall not deduct more than one (1) pay period's dues from any one paycheque of an employee, except as outlined in the Union's dues policy.

c. The total amount checked off will be turned over to the Union before the 15th of the month after the checkoff is made, together with an itemized list of the employees for whom the deductions are made, their hourly rate, hours worked, and the amount checked off for each. Employees

who maintain an employment relationship with the Employer but have not worked sufficient hours to pay dues shall also be listed, and whether they are on leave.

d. The Employer shall be saved harmless for all deductions remitted to the Union.

e. The total amount of union dues annually paid by an employee shall be indicated on the employee's T4 slip.

8.06 Employees who because of conscientious objection cannot support the Union, may apply to the Union in writing.

## **ARTICLE 9 - UNION REPRESENTATION**

### **Union Officials**

9.01 The Union agrees to notify the Employer in writing of the names of its officials, the effective dates of their appointments and any changes in these positions from time to time.

### **CLAC Representatives**

9.02 CLAC Representatives represent the employees in all matters pertaining to this Agreement. They are authorized to negotiate amendments to or renewals of this Agreement and to represent the employees under this Agreement and enforce the Collective Agreement and employment related statutes.

9.03 CLAC Representatives will not be restrained from attending any meeting where a right to union representation applies, any labour management meeting, or Employer/Union meeting identified in this Agreement, and may attend the workplace at any time with the prior approval of the Employer. Such approval shall not be unreasonably denied.

**Stewards**

- 9.04 The Union has the right to appoint or otherwise select six (6) Stewards to represent the employees in the bargaining unit. At least one shall be from Supportive Housing, and at least one shall be from Environmental Services (Dietary/ Housekeeping/Laundry.)
- 9.05 A Steward will be given time off (to a maximum of 15 minutes), without loss of wages, to welcome a new employee and to discuss the role and policies of the Union, and offer Union membership to the employee.
- 9.06 A Steward will be given time off, without loss of wages, to assist an employee in the presentation of a grievance. The Steward must first obtain the approval of her Supervisor before leaving her work station and will report back to her supervisor upon resuming her regular duties. Such permission will not be unreasonably withheld.
- 9.07 An employee subject to disciplinary action shall have the right to the presence of a Union Steward. The Union Stewards undertake to be reasonably available in person for such meeting, and the Employer shall endeavour to accommodate the availability of the Steward(s) in the same department as the employee in scheduling such meeting. In extraordinary circumstances when a Union Steward is entirely unavailable the employee shall have the right to the presence of another union member of the employee's choice who is working on the current shift.
- 9.08 A Steward will be granted up to ten (10) days unpaid leave of absence per year for the purpose of attending to the affairs of the Union, and to receive Steward training. The Union will

provide four (4) weeks' notice of said leave, although requests on shorter notice will not be unreasonably denied.

- 9.09 The Union acknowledges that the Stewards are expected to perform their regular duties, and that so far as possible all Stewards' activities hereunder, except as noted above, will be carried on outside their regular working hours, unless otherwise mutually arranged.
- 9.10 The Union has the right to appoint or otherwise select a Negotiating Committee composed of not more than five (5) employees, one of which shall be a part-time employee and the Employer will recognize the said Committee for the purpose of negotiating the renewal or modification of this Agreement from time to time. It is agreed that the Union will pay for one of the members.
- 9.11 Members of the Negotiating Committee shall not suffer any loss of pay for regularly scheduled hours in order to meet the Employer to negotiate amendments to the Collective Agreement, up to and including conciliation, but not including mediation, or arbitration.
- 9.12 A member of the negotiating committee who is scheduled to work the night shift immediately preceding a day of negotiations or the afternoon shift on the day of negotiations, shall receive paid time off for such shift.

**Labour Management Committee**

- 9.13 The labour management committee shall consist of the Stewards, the CLAC Representative, and equal numbers of Management personnel, including the Executive Director, or designate.

## **TABOR MANOR**

### **COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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- 9.14 Quarterly, the labour management committee shall meet to discuss items of mutual interest and concern. The parties may meet more often if mutually agreed. The committee is not empowered to alter or amend the terms of this Collective Agreement, or to discuss matters that are the subject of a grievance.
- 9.15 A draft agenda will be forwarded by either party with one week's notice of the proposed date. Labour and Management will alternate chairing the meeting, with the other party taking minutes.
- 9.16 The minutes of the meeting, once approved by the Executive Director or designate and the CLAC representative, shall be posted.
- 9.17 The Employer shall make reasonable effort to have the management representatives in attendance. Meetings will be scheduled to decrease the amount of time Stewards are away from their duties.
- 9.18 The committee members shall not suffer any loss of pay for regularly scheduled hours in order to attend such a scheduled meeting.
- 9.19 Any employee may refer matters to the committee for consideration. Such referrals shall be in writing or be presented orally to the committee.

#### **Meetings**

- 9.20 A Union member may request the presence of a Union Steward for any disciplinary meeting with the Employer, or for any meeting with more than one non-bargaining unit employee or representative of the Employer in attendance. See also

Article 38.

9.21 Each employee has the right to have a union Steward present for any meeting involving attendance or work accommodation.

#### **ARTICLE 10 - BULLETIN BOARD**

10.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists, job postings and Union notices one (1) bulletin board in the Staff Room or other place agreeable to the Union for the purpose of informing all employees in the bargaining unit of the activities of the Union. The Employer will post all approved notices faxed to the facility by the Union on the Union board. Such approval shall not be unreasonably denied.

#### **ARTICLE 11 - PROHIBITION OF DISCRIMINATION AND HARASSMENT**

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

11.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

11.02 There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by

reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, disability, place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

11.03 The Union and the Employer agree to abide by the *Ontario Human Rights Code*.

11.04 "Harassment" means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome". [Reference: *Ontario Human Rights Code, Sec. 10 (1)*].

a. "Every person who is an employee has a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offences, marital status, same-sex partnership status, family status or disability". [Reference: *Ontario Human Rights Code, Sec. 5 (2)*].

b. "Every person who is an employee has a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee," [Reference: *Ontario Human Rights Code, Sec. 7 (2)*].

The employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

An employee who believes that she has been harassed,



contrary to this provision shall follow the process set out in the Complaint, Grievance and Arbitration procedure in the Collective Agreement prior to filing a complaint with the Ontario Human Rights Commission.

## **ARTICLE 12 - HEALTH AND SAFETY**

- 12.01 The Employer, the employees and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness, and abide by the *Occupational Health & Safety Act* as amended from time to time.
- 12.02 The Employer and the Union shall establish a joint Health & Safety Committee in accordance with the provisions of the *Occupational Health & Safety Act*, as amended from time to time.
- 12.03 Such committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- 12.04 The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions. The Joint Health & Safety Committee and the representatives thereof shall have 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.

12.05 All incidents involving aggressive client action will be recorded and reviewed at the Joint Health & Safety Committee.

### **ARTICLE 13 - SENIORITY AND PROBATIONARY PERIOD**

#### **13.01 Definition of Seniority**

- a. Seniority will operate on a first by department and then bargaining unit wide basis. For the purpose of job postings, seniority will mean the seniority accumulated within that classification and department, unless the two applicants being compared have no seniority within the classification to which they apply.
- b. All employees will accumulate seniority on the basis of one (1) year's seniority for each 1950 hours paid in the bargaining unit as of the last date of hire, except as otherwise provided herein.
- c. Except as determined by legislation, seniority for full-time employees will be suspended during any absence from the workplace that is not paid by the Employer. Notwithstanding the foregoing, seniority will continue during any period of disability.

13.02 The Employer shall maintain and post a seniority list. This list will be mailed to the Union every three (3) months, on or about March 1, June 1, September 1 and December 1 each year, and a copy posted by the Employer on the bulletin board.

#### **Probation**

13.03 An employee will be considered on probation for the first six hundred (600) hours or eight (8) months of employment, whichever comes first, and will have no seniority rights during that period of time. After the probationary period is complete,

the employee will have his/her seniority back to the day on which his/her employment began. The discharge of a probationary employee shall be at the sole discretion of the Employer, provided the discharge can be supported on a rational basis.

- 13.04 Bargaining unit employees who regularly work with a probationary employee shall have the opportunity to give input on the progress of the employee at the midpoint and end point of probation.

**Orientation**

- 13.05 All newly employed employees shall receive orientation.

- 13.06 The number of orientation shifts will be a minimum of three (3) days for all staff except registered staff, who shall receive a minimum of four (4) days. The number of orientation shifts shall otherwise be determined by the Employer having due regard to the considerations of the job and the experience of the individual employee.

The Employer will consider additional orientation shifts beyond what is listed above if requested by the newly hired employee.

**Evaluation**

- 13.07 The Employer may periodically review and evaluate each employee as to her overall work performance. The employee shall be given her own copy of such an evaluation and may make comments on it before the original is placed in her file.
- 13.08 An employee has the right to review her file in the presence of the Employer, upon advance notice to the Employer, and may request a union Steward to assist and be present.

**ARTICLE 14 - LOSS OF SENIORITY**

- 14.01 An employee shall lose all seniority and her employment shall be deemed to be terminated if she:
- a. voluntarily resigns, retires or is discharged for just cause; or
  - b. is absent from work for three (3) consecutive working days or more without reasonable cause or without notifying the Employer of his/her intended absence; or
  - c. is absent from work more than twenty-four months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
  - d. is absent from work for more than twenty-four (24) months by reason of layoff, or is absent from work for more than twenty-four (24) months by reason of absence due to workplace injury and there is no reasonable likelihood the employee will return to work within the near future; or
  - e. a casual employee does not work a shift in a period of forty-five (45) continuous calendar days. This provision shall not apply when the casual employee is on an approved leave of absence or if the reason for not working is beyond the employee's control.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

**ARTICLE 15 - TRANSFERS**

15.01 All seniority accumulated while in the employ of the Employer shall be retained and transferred with the employee if she is reclassified from full-time employment to part-time employment, or vice versa, or from part-time to casual, or vice versa.

15.02 An employee who is transferred temporarily to another classification by the Employer will suffer no loss in pay.

15.03 No employee shall be permanently transferred out of the bargaining unit without her agreement. The employee's seniority and service as of the date of transfer out of the bargaining will be frozen and will be recognized upon return to the bargaining unit, provided the employee has been continuously employed by the Employer and has not worked outside of the bargaining unit for more than three (3) months. If the transfer was on a temporary basis, seniority and service will continue to accumulate.

15.04 If an employee transfers or is reclassified to a higher rated classification she shall be paid in accordance with their service within that classification, without suffering a reduction in wage rate.

15.05 If an employee is transferred to a lower rated classification due to a reduction in staff, inability to perform the work as

required, or for any other reason as determined by the Employer acting within the scope of the Collective Agreement, the employee will receive the corresponding rate for the classification to which she was transferred, in accordance with the employee's service within the new classification, up to the maximum of the wage grid.

**ARTICLE 16 - LAYOFF AND RECALL**

16.01 In the event of a proposed layoff of a permanent or long-term nature, the Employer will provide the Union with at least eight (8) weeks' notice. Notice to employees will be in accordance with the *Employment Standards Act*, however the Act will be deemed to be amended to provide additional notice as follows:

- a. If an employee's service is greater than nine (9) years, nine (9) weeks' notice;
- b. If an employee's service is greater than ten (10) years, ten (10) weeks' notice;
- c. If an employee's service is greater than eleven (11) years, eleven (11) weeks' notice;
- d. If an employee's service is greater than twelve (12) years, twelve (12) weeks' notice.

16.02 A layoff includes a reduction in hours if it is greater than seven and one-half (7½) hours per week, or if the reduction results in a change of employee status, or change in the Employer's share of benefit premiums paid.

16.03 The parties shall meet prior to a layoff or reduction. This meeting shall allow the union and management to make a representation as to the preferred schedule effected by the

layoff or recall. If no agreement can be reached, management will decide.

**16.04 Layoff Procedure**

- a. In the event of layoff, the Employer shall first lay off employees in the reverse order of their seniority within their department and classification, provided that there remain on the job employees who have the skills to perform the work.
- b. An employee who is subject to layoff shall have the right to either.
  - i. accept the layoff; or
  - ii. first bump an employee within the department with less seniority (full-time or part-time) in a lower or identical paying classification for which they are qualified and can perform the duties of the lower or identical paying classification without training other than orientation;
  - iii. then bump an employee within the bargaining unit with less seniority (full-time or part-time) in a lower or identical paying classification for which they are qualified and can perform the duties of the lower or identical paying classification without training other than orientation;
  - iv. Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of layoff at the outset of the process;
  - v. An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off

employee is within one percent (1%) of the laid off employee's straight time hourly wage rate;

- vi. If a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

The decision of the employee to choose (i) or (ii) above shall be given in writing to the Employer within four (4) calendar days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff. Notice of layoff must be given in person or by registered mail.

#### 16.05 Recall

- a. An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided she has the skills to perform the work.

In determining the skills of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- b. An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the layoff should it become vacant within six (6) months of being recalled.
- c. No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- d. It is the sole responsibility of the employee who has been laid off to notify the Employer of his intention to return to work



within five (5) calendar days after being notified to do so by registered mail, addressed to the last address on record with the Employer (or by other method of third party authenticated delivery, which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within fourteen (14) calendar days after being notified. 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 his proper address being on record with the Employer.

- e. Employees on layoff or notice of layoff shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- f. A laid off employee shall retain the rights of recall for a period of twenty-four (24) months.
- g. The job posting procedure as set out in the Collective Agreement will continue to apply.

16.06 Severance pay will be in accordance with the provisions of the *Employment Standards Act*.

16.07 The Employer shall provide the union with written notice within seven (7) working days of its decision whether it intends to post or not post a vacancy, either temporarily or permanently.

16.08 So long as a full-time position exists, there will be no splitting of that position into two (2) or more part-time positions

without the agreement of the Union. Such agreement shall not be unreasonably withheld.

## **ARTICLE 17 - JOB POSTINGS**

17.01 All original permanent vacancies or newly created classifications within the scope of this Agreement shall be posted for one (1) week (7 calendar days) during which time employees may apply for the posted position in writing on a form supplied by the Employer. Only one subsequent posting shall occur, after which any remaining vacancy shall be filled by seniority within the department.

Employees on leave for three (3) months or more may express an interest in all postings or in particular postings by submitting a letter, or by indicating a specific interest at the time of a posted vacancy. Employees who have provided such a letter will be notified of applicable job postings by email. Employees will be responsible for providing the employer with their correct email address.

17.02 For information purposes only, all postings will indicate:

- a. Classification;
- b. Department;
- c. Starting date of the position;
- d. Qualifications required;
- e. Anticipated duration for temporary position; and
- f. Shift to be worked and the number of shifts per pay period.

17.03 Employees interested in making an application for a job vacancy will do so in writing within the posting period and shall give the application directly to the Manager making the posting. In the absence of the Manager, postings shall be given

to the Charge Nurse.

17.04 If no application is received from an employee of the bargaining unit, or if no employee qualifies for the posted position, then the Employer may hire an employee from outside the bargaining unit.

17.05 Vacancies shall be posted within a reasonable time frame of the vacancy becoming known to the Employer.

17.06 A vacancy can be filled at the discretion of the Employer on a temporary basis while the posting procedure is on-going.

17.07 Staff changes, transfers or promotions within the bargaining unit shall be filled through the following process:

a. The employee who possess the required qualifications within the same classification and department by seniority.

b. If the vacancy remains open the Employer will consider applications from within the bargaining unit. In the event one (1) or more employees apply, the Employer shall consider the qualifications, experience, ability and seniority of the applicants.

Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy provided she can perform the work without training other than orientation.

Upon request to the Department Supervisor, the Employer will discuss with any unsuccessful applicant the manner in which the employee may improve her position and her work in order to be considered for any future vacancy.

17.08 The successful applicant to any permanent job posting shall be

placed on trial in the position for a period of up to four weeks. Such trial promotion or transfer shall become permanent after the trial period unless:

- a. The employee feels that she or he is not suitable for the position and wishes to return to her or his former position; or
- b. The Employer has just cause to return the employee.

Once the trial period has expired, the Employer no longer has the right to return an employee to her or his former position and that employee no longer has the right to return to her or his former position.

In the event of either (a) or (b) above, the employee will return to her or his former position and salary without loss of seniority, and any other employee promoted or transferred as a result of the rearrangement of positions, shall also return to her or his former position and salary without loss of seniority.

- 17.09 Any temporary vacancy with an anticipated duration of three (3) months or more will be posted in accordance with Article 17. The Employer will outline in the posting the anticipated conditions and duration of such vacancy.

In the event that a part-time employee is the successful applicant for a temporary full-time vacancy, the part-time employee shall retain his/her part-time status during the temporary full-time period. A part-time employee who is enrolled in the pro-rata benefits and remains in a temporary full-time position for a period greater than six (6) months, will have benefits covered in Article 33.02 pro-rated at the amount equal to the temporary full-time line they are working in.

In the event that a casual employee is the successful applicant for a temporary vacancy, the casual employee shall retain his/her casual status during the temporary period.

An employee filling a temporary vacancy shall not bid on any other temporary posting and may not return to their permanent position until the end of the originally posted duration of the temporary position unless:

- a. the employee has held the temporary posting for one year or more, or
- b. the employee is holding a temporary part-time posting and wishes to apply for a temporary full-time posting.

17.10 Permanent full-time employees may not apply for a temporary part-time position.

17.11 Employees filling a temporary vacancy shall be returned to their former positions at the conclusion of the temporary vacancy. Any other employee affected shall similarly be returned to their former position or positions.

17.12 Temporary postings will not end without two (2) weeks' notice, unless it is for a sick leave, in which case one (1) week of notice will be given.

17.13 **Continuation of Temporary Posting**

In the event that it is necessary to extend a temporary posting the incumbent employee may elect to return to her permanent position on the day of its originally posted duration or remain in the temporary position

## ARTICLE 18 - SCHEDULES AND HOURS OF WORK

18.01 A “master schedule” is a four week schedule including all regularly scheduled single shifts. All single shifts must be included in a scheduling line that represents a single job posting. Each posting will comply with the scheduling rules contained in this Agreement. The permanent addition of shifts to the master schedule must result in a posting.

### 18.02 Hours of Work

The following is intended to define the normal hours of work for full-time employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day excluding meal periods.

### 18.03

- a. The Employer shall adhere to the following for all posted work schedules, unless otherwise agreed by the employee(s) affected and the Union.
  - i. Full-time employees will be scheduled off at least two (2) weekends in a four (4) week period. The Employer will also endeavour to schedule part-time employees off for two (2) weekends out of every four (4), and will in no case schedule them for more than three (3) weekends in a row unless they volunteer to do so.
  - ii. No employee shall be scheduled more than six (6) consecutive days, or ten (10) days in a pay period, including days off for holidays.

iii. Employees will have sixteen (16) hours off between single shifts on the master schedule.

iv. Will not work day and night shifts.

v. No single shift shall be less than four (4) hours in duration.

b. The date of an employee's shift shall be considered as the date in which the majority of the shift's hours fall.

18.04 The Employer will adhere to the following when adding or subtracting hours of work from the bargaining unit, when it does not constitute a layoff or a vacancy under the job posting provision:

a. Added hours will be provided to the most senior employee in the classification within the department provided it does not violate the scheduling provisions or trigger premium pay.

b. Reduced hours will be removed from the least senior employee in the classification within the department.

c. Employees who would otherwise be scheduled for a shift of less than eight (8) hours in duration will be considered, under this Article, as eligible to be scheduled for a shift of longer duration if it is available at the time the schedule is made (i.e. filling in for employees on vacation).

18.05 The Employer shall post work schedules on a four (4) week basis no less than four (4) weeks in advance. When creating the schedule, the Employer will abide by the following guidelines:

a. Any shifts available after completing the normal master

schedule shall be posted two (2) weeks prior to the posting of the schedule. Employees may request to work any of the available shifts. After reviewing the requests, the Employer will assign the available shifts to the most senior employee provided it does not result in premium pay. Employees may voluntarily request available shifts with less than sixteen (16) hours off but not less than eight (8) hours off between shifts.

- b. After the final schedule is posted (two (2) weeks prior to it taking effect) no changes shall be made in the work schedule without mutual agreement, unless found necessary due to an unforeseen emergency. Any changes made to the schedule during the period it is posted will be confirmed directly with the employee concerned.
- c. Employees wishing to exchange working days and off days may do so with the prior approval of the Employer up to a maximum of twenty (20) per year. Such exchange shall be done by completing a prescribed form to request the trade, and must be approved by the Employer in writing. The Employer shall not unreasonably deny such requests. No employee shall, as a result of such an exchange, work more than seven (7) consecutive days, or be entitled to any premium as a result of the exchange. Employees who exchange a shift must make their request with seventy-two (72) hours' notice. Requests made with less notice will be considered at the sole discretion of the Employer.

When an employee requests to trade shifts with another employee the trade counts as an exchange for only the employee initiating the change.



When an employee finds her own replacement for a vacation day or lieu day or float day it shall not be counted as a shift exchange (toward the 20 shift maximum) for either employee.

d. An employee who:

- i. works ten (10) shifts in a pay period; and
- ii. has utilized all lieu and float days to which she is eligible; and
- iii. provides seventy-two (72) hours' notice;

may, subject to operational constraints, give away one (1) scheduled shift to an employee in the same classification, to a maximum of five (5) shifts per year.

Employees who work fewer than ten (10) shifts in a pay period and who have utilized all lieu and float days to which they are eligible may, subject to operational constraints and with seventy two (72) hours' notice, give away (1) scheduled shift to an employee in the same classification per year.

The Employer will deny the exchange for the following reasons:

- i. The employee failed to use the call-in procedure to offer the shift to an available employee.
- ii. The employee who accepts the shift is the last available employee who could accept a call-in for that shift.
- iii. The employee has been found to have a culpable absenteeism problem which has not improved.
- iv. Requests made during the summer vacation period,

Christmas period or a weekend.

v. Other reasons falling under a reasonable exercise of its rights under Article 6.01.

e. Employees may also use single vacation days or float days to achieve a day off after the schedule is posted if they find their own replacement.

18.06 At the time of the switch from daylight savings time to regular Eastern Standard Time (EST) or vice versa, employees shall be paid for actual hours worked at straight time for all hours worked on the shift.

#### **ARTICLE 19 - CALL-IN**

19.01 Available shifts after the posting of the schedule will be filled in the following manner. It is understood that the Employer decides what shifts are available, but will endeavour to ensure all available shifts are filled in a timely manner, subject to operational priorities. Employees have the right to turn down such a request. Employees' first commitment shall be to their regularly scheduled shift(s).

a. The Employer shall maintain a list of employees who could accept a call-in without being eligible for over-time pay, in order of seniority. This is the call-in list. Employees may request to have their name removed from this list.

b. When filling a vacancy, the Employer shall call employees on this list commencing with the most senior, and proceeding to the least, until the call-in is filled. Only one number will be called for each employee during the formal call-in process.

- c. In the event the employee's telephone is answered by a recording device or service or paging system, the Employer shall advise of the call-in opportunity, or leave a call-back number. The Employer shall continue the call-in process. If an employee responds and calls the Employer before the call-in is filled to accept the work, the employee will be scheduled for the call-in shift(s). If more than one employee has been left a message, or a call back number, the first employee to return the call and accept the work receives the work. If the work has been accepted, by another employee, employees calling back have lost the opportunity.
- d. The Employer shall bypass an employee on the list who would be eligible for overtime premium if called into work, until such time as all employees that are available would be eligible for overtime pay.

**ARTICLE 20 - REPORTING PAY AND ON CALL PREMIUM**

20.01 When an employee reports for work according to the posted schedule, or for a call-in, or if called back to work, she shall receive a minimum of four hours' wages at the regular or overtime rate, whichever applies, provided that:

- a. The employee has not been given at least one hour's notice by the Employer not to report for work, either orally or by message left at the employee's residence.
- b. If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.
- c. This Article shall be waived and not binding upon the

Employer in case of emergency such as fire and power shortage which disrupt the operation of the Home, nor shall it apply to employees returning to work without notice after absence.

## **ARTICLE 21 - JOB CLASSIFICATION AND WAGES**

21.01 Employees shall be classified and paid in accordance with Schedule "A" which is attached to the Collective Agreement and forms part of it.

21.02 The Employer will recognize recent related experience for the purpose of wage progression for the RN and RPN classifications, such that 1950 hours of related experience shall equal one year of service. Employees are required to provide proof of experience within thirty (30) days of hire. Any recognition will not apply until such time as the employee provides satisfactory proof. The Employer shall notify new employees of this provision upon hire.

### **21.03 New Classification**

When a new classification (which is covered by the terms of this 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 within seven (7) days. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour 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 to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Employer makes a substantial change during the term of the Agreement 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 if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

- 21.04 Wages shall be paid bi-weekly through direct deposit and will be made available to the employees every other Friday. (If the Friday is a holiday under this Agreement or for the Bank, pay day shall be the previous Thursday.) Any changes to the pay schedule will first be discussed with the Union prior to

implementation.

21.05 In the event of an Employer error on an employee's pay, the correction will be made in the pay period following the date on which the underpayment comes to the Employer's attention. If the error results in an employee being underpaid by fifty dollars (\$50.00) or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If the Employer makes an overpayment of fifty dollars (\$50.00) or less for an employee, the overpayment will be deducted on the pay period following the date that the error is discovered. If the error is in excess of fifty dollars (\$50.00), the Employer will be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

21.06 Employees shall be paid forty-two cents (42¢) per kilometer for authorized use of a personal vehicle on behalf of the Employer, or to attend training or events away from the facility when their attendance is required by the Employer.

## **ARTICLE 22 - OVERTIME**

22.01 Overtime pay is defined as one and one-half (1½) times the straight time hourly rate and shall be paid for all work performed under any one of the following conditions (voluntary shift exchanges excepted) that have been authorized by a Supervisor:

- a. in excess of seven and one-half (7½) hours worked in a day;
- b. in excess of seventy-five (75) hours worked in a pay period;
- c. within fifteen (15) hours of the previous shift worked unless the employee agrees to voluntarily accept a shift under

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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Article 18.05 or Article 19.01;

- d. if working in excess of seven (7) consecutive days;
- e. if scheduled in violation of Article 18.03a.

22.02 All hours paid, when an employee is absent on paid time during her scheduled work week because of holidays, shall be considered to be hours worked for the purpose of calculating eligibility for overtime rates.

22.03 Overtime premium shall not be duplicated or pyramided, nor shall other premiums be duplicated or pyramided. When an employee is eligible for more than one premium, the greatest shall be applied.

22.04 Registered employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.

**ARTICLE 23 - SHIFT PREMIUM**

23.01 A shift premium will not be paid for any period in which overtime or other greater premium is paid, (with the exception of the premium in-lieu of benefits and / or any allowances) nor will the shift premium form part of the employee's regular straight-time hourly rate. A shift premium will be paid in addition to the employee's straight time hourly wage.

23.02 An evening shift premium of thirty cents (30¢) per hour will be paid to all employees working a single shift (including short shifts) for which the majority of the hours fall between 3:00 p.m. of one day and 11:00 p.m. of a day.

- 23.03 A night shift premium of forty cents (40¢) per hour will be paid to all employees working a single shift (including short shifts) for which the majority of the hours fall between 11:00 p.m. and 7:00 a.m. of the following day.
- 23.04 A weekend premium of thirty-five cents (35¢) per hour will be paid to all employees for all hours worked during the forty-eight (48) hour period defined as the weekend in the scheduling provisions of this Agreement.

## **ARTICLE 24 - RESPONSIBILITY PREMIUMS AND ALLOWANCES**

### **24.01**

- a. When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of one-half ( $\frac{1}{2}$ ) shift, the employee shall receive an allowance of one dollar (\$1.00) for each hour worked in that position.
- b. The Employer shall, when no supervisor is on duty, designate an RN to be in charge. Such RN shall receive an allowance of one dollar and thirteen cents (\$1.13) per hour in addition to her or his regular rate of pay.
- c. A Food Service Worker (FSW) who performs the duties of the Cook shall receive an allowance of fifty cents (50¢) in addition to her regular rate of pay for the entire shift when she performs cook duties.
- d. When an RPN is assigned to perform the duties of an RN in the RN's absence, including when assigned to cover for the Director of Care, the RPN shall be paid an allowance of one dollar and thirteen cents (\$1.13) per hour in addition to her regular rate of pay. This shall include occasions when an RN



should be in charge but is not present at the Home.

- 24.02 An allowance of fifty cents (50¢) per hour will be paid to employees who are assigned Team Leader in Supportive Housing by the Employer.
- 24.03 Where the Employer assigns an employee to orient a newly hired employee in the bargaining unit, the employee who is training will receive an allowance of one dollar (\$1.00) per hour and the trainee will receive one dollar (\$1.00) per hour less than the start rate of the classification during the training.
- 24.04 Allowances are paid in addition to any premium. Only one allowance can apply at any one time.

## **ARTICLE 25 - LUNCH AND REST PERIODS**

- 25.01 The Employer shall schedule the following breaks:

<b>Shift Lengths</b>	<b>Breaks</b>
4 hours up to 7½ hours	1: 15 minute break
7½ hours	2: 15 minute breaks

In addition to the above, any shift over five (5) hours will also have a one-half (½) hour unpaid lunch within the shift.

- 25.02 An employee shall be able to take her rest and meal periods uninterrupted except in case of emergency. Should an employee be recalled to duty during the meal period, such time lost from the meal period shall be provided later in the shift.
- 25.03 If an employee is required to work another full shift beyond the end of a full shift, her meals shall be provided by the Employer. If the second half of a double shift occurs on the night shift the Employer will provide the employee with ten dollars (\$10.00)

(in lieu of a meal).

## **ARTICLE 26 - LEAVES OF ABSENCE**

### **26.01 Personal Leave**

The Employer may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Employer. Applicants when applying must indicate the date of departure and specify the date of return. If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood no benefit except as hereinafter provided shall accrue to or be paid to any employee on a leave of absence.

A request for a leave of absence will not be unreasonably denied.

### **26.02 Pregnancy and Parental Leave**

Pregnancy and parental leaves will be granted in accordance with the *Employment Standards Act* of Ontario as amended

### **26.03 Pregnancy Leave**

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

weeks before the expected birth date.

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

- b. The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

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

- c. Additional leave of absence may be taken under Parental Leave where the employee qualifies.
- d. During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, and other benefits included and prescribed by the *Employment Standards Act* unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions. If deductions for the employee's share of the premiums are required, the employee shall provide the Employer with post-dated cheques.
- e. An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this

Article shall so advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job and former shift, if designated.

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

- f. Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the *Employment Standards Act* shall continue and seniority shall accumulate during the leave.
- g. Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided in this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.
- h. Employees will be entitled to a pregnancy leave top up to 75% of the employee's wages before her leave as follows:

An employee commencing pregnancy leave who has applied for and is in receipt of unemployment insurance pregnancy benefits as provided in the *Employment Insurance Act*, shall be paid a supplemental employment insurance benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of the portion of her weekly employment insurance benefits that arise from the E.I. insurable earnings earned under this agreement. Such payment shall commence

following completion of the two 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 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 the average number of hours worked per week in the thirteen (13) weeks prior to the commencement of the leave.

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

The Supplemental Employment Insurance Benefit will not take into account E.I. payments that arise from income derived from sources other than the employer bound by this agreement.

#### **26.04 Parental Leave**

- a. An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b. A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a

person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.

- c. Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- d. The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An employee may end her parental leave as set out above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- e. For the purposes of parental leave under Article 26.04, the provisions under Article 26.03 (d), (e) and (f) shall also apply.
- f. An employee commencing parental leave who has applied for and is in receipt of unemployment insurance pregnancy/parental benefits as provided in the *Employment Insurance Act*, shall be paid a supplemental employment insurance benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of the portion of her weekly employment insurance benefits that arise from the E.I. insurable earnings earned under this agreement. Such payment shall commence following completion of the pregnancy leave, if taken, or if no pregnancy leave was taken, after the Employment Insurance waiting period. The

Employer must be in receipt of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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 the average number of hours worked per week in the thirteen (13) weeks prior to the commencement of the leave.

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

The Supplemental Employment Insurance Benefit will not take into account E.I. payments that arise from income derived from sources other than the employer bound by this agreement.

**26.05 Other Statutory Leaves**

All employees are entitled to other leaves that are provided by the *Employment Standards Act*, as amended from time to time.

**ARTICLE 27 - BEREAVEMENT LEAVE**

27.01 All employees who have completed the probationary period will be eligible for paid leave for bereavement purposes, subject to the following guidelines:

- a. Paid leave of absence for bereavement purposes is limited to the days actually missed from work as per the employee's

scheduled working days. Notification of absence must be given to the supervisor as soon as possible.

- b. Upon the death of an employee's spouse, child, or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the day following the day of the funeral.
- c. Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandparent-in-law, grandchild, son-in-law, or daughter-in-law the employee shall be granted up to a maximum of three (3) days without loss of pay ending with the day following the day of the funeral.
- d. When the employee is not able to be in attendance at the funeral for those mentioned in (b) and (c) above, the paid leave shall be limited to two (2) days ending no later than the day of the funeral.
- e. An employee shall be granted one (1) day bereavement leave, without loss of pay, to attend the funeral of his or her aunt, uncle, niece or nephew.
- f. An employee will not be eligible to receive payment under the terms of Bereavement Leave for a day for which the employee is receiving holiday pay.
- g. Employees who on vacation may substitute bereavement leave for the vacation leave granted for the same period, and take the vacation at a later date

27.02 In the event of a delayed interment, or if the employee was



unable to attend the funeral or similar service, and another memorial service is held at a later date, the employee may elect to use one of days mentioned in (a) above, and use it for the interment or memorial service if it is on a regularly scheduled work day.

## **ARTICLE 28 - COURT ATTENDANCE**

28.01 Employees required to serve as a juror in any court of law, or to attend as a Crown Witness, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at the Home, shall be given the necessary time off and shall suffer no loss of pay. The Employer agrees to pay such employee his regular pay during such absence less any amounts received by the employee from the court, excluding mileage, traveling and meal allowance. The employee will present proof of the service required or subpoenaed, and proof of the amount he received.

28.02 The employee is required to notify the Employer as soon as possible of his selection for jury duty or subpoena as indicated above.

## **ARTICLE 29 - EDUCATION**

29.01 The Employer shall pay all expenses and hours at regular pay for work-related courses required of employees by the Employer unless the Employer and the Union agree otherwise.

29.02 All staff members shall be paid their straight time hourly rate for attending in-service training meetings when not already scheduled to work, and when such attendance has been made mandatory by the Employer.

29.03 Employees may request a leave of absence to take employment related courses, and such requests will not be unreasonably denied.

**ARTICLE 30 - SICK LEAVE**

30.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income due to legitimate injury or illness. Absence for injury compensable under the provisions of the *Workplace Safety and Insurance Act (WSIA)* shall not be charged against sick leave credits.

30.02 For purposes of sick leave entitlements, the year will be January 1<sup>st</sup> to December 31<sup>st</sup>. Sick leave credits cannot be borrowed from the next year in the event the current year's sick leave credits are used up. Similarly, all unused sick leave credits will not be carried forward from one year to the next.

30.03 An eligible employee who is absent due to illness on a day when she is scheduled to work for the Employer will be paid by the Employer for all scheduled time missed, and such payment shall be deducted from her accumulated sick day credits (to a maximum of the days accumulated).

30.04 Part-time and full-time employees shall be eligible to take paid sick leave only after the completion of the probationary period.

30.05 A part-time or full-time employee prevented from working due to being suspected of carrying a contagious illness, may utilize sick days for any such absence in order to suffer no loss of earnings.

30.06 During the first year or partial year of employment, sick leave credits will be accrued on the basis of seven and one-half (7½)

hours per month (prorated for part-time employees on the basis of hours worked), up to a maximum of seventy-five (75) hours. Each year thereafter full-time employees shall receive seventy-five (75) hours of sick leave credits and part-time employees will receive sick leave credits based on a full-time equivalent calculation (1 year = 1950 hours paid) to a maximum of seventy-five (75) hours sick leave annually.

- 30.07 An employee off work due to illness and entitled to sick pay shall not receive pay for more sick days during any pay period than the normal number of days she would have worked during that period.
- 30.08 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 will be considered sick leave provided the employee provides a satisfactory documentation of the illness and hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision will not be counted against the employee's vacation credits.
- 30.09 An employee who has been absent for three days or more, or in situations where the Employer has cause to suspect sick leave abuse, may be required to provide medical documentation from a physician.
- 30.10 The Employer will reimburse the employee for the cost of any medical note or documentation requested by the Employer.

**ARTICLE 31 - ABSENCE FROM WORK AND REPORTING**

- 31.01 If an employee is unable to report for work she shall give the Employer a minimum of two (2) hours' notice. In case of day

shift work, she shall give a minimum of one (1) hours' notice. If notice is not given within the required time, the employee shall not be entitled to her sick pay for that day.

31.02 An employee who is off work due to illness or injury for a period greater than one week but shorter than two weeks must inform the Employer forty-eight (48) hours in advance of her scheduled shift that she will return to work. In the case an absence longer than three (3) months, she must inform the Employer one (1) week in advance of her scheduled shift that she will return to work.

31.03 An employee may be required by her supervisor, or by the Executive Director, to obtain a doctor's certificate upon return to work after an illness that lasts longer than three (3) days, or where the Employer suspects sick leave abuse or a pattern of sick leave is evident.

## **ARTICLE 32 - EMPLOYMENT OF DISABLED WORKERS**

32.01 The Union and the Employer acknowledge their obligations to accommodate certain individuals under the *Human Rights Code of Ontario* and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged.

## **ARTICLE 33 - INSURANCE PLAN**

33.01 The Employer agrees to contribute one hundred percent (100%) of the premium cost for benefits #1 – 4 and fifty percent (50%) of the premium costs for benefit #5 for full-time employees (and their families where applicable) who have completed their probationary period:

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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1. Group Life (1x salary)
2. Accidental Death and Dismemberment
3. Long Term Disability
4. Extended Health (including Drug Plan and Vision)
5. Dental Plan (Effective March 9, 2022, the dental cap will increase to \$1600.00)

Note: The vision benefit provides \$300 total for glasses (or elective contact lenses or laser procedures) and eye exams per 24 months per person (per 12 months for dependents under age 18.)

- 33.02 Part-time employees may participate in benefit coverage in Article 33.01, except for #1, 2, and 3 – Long Term Disability, on the following basis:
- a. The Employer will pay a pro-rata share of the full-time premium equivalent for each part-time employee who participates with the remaining premium cost deducted from the part-time employee's pay.
  - b. The pro-rata share will be based on the part-time employee's master line. (See also Article 17.09 relating to the calculation while holding a temporary full-time posting.)
  - c. The part-time employee will receive Life Insurance coverage of \$10,000.
- 33.03 Coverage for all of the insurance coverage outlined in Articles 33.01 and 33.02 shall commence the first full month after the completion of the employee's probation period.
- 33.04 Coverage and payment of benefits under all of the insurances outlined above shall be subject to the specific terms and

conditions of the insurance policy contract and any legislation which may apply.

33.05 Late application for benefit coverage is subject to approval by the insurance carrier. Late dental coverage applications are subject to the insurance carrier restrictions during the first year of coverage.

33.06 The Union and all employees shall be supplied with a copy of the benefit booklet. The Union will be notified prior to any change of insurance carrier and the Employer will ensure that proper booklets are available to the employees and the Union.

33.07 Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees, up to the age of 70 years old:

- a. Life Insurance reduced by 50%
- b. Extended Health (includes vision and hearing)
- c. Dental

In any event, once an employee reaches age 70 and she continues to be employed, she shall automatically receive a payment in lieu of such benefits.

**33.08 Benefit Premiums**

The Employer shall continue to pay its portion of insured benefit premiums, provided employees continue to pay their portion, as follows:

- a. during the month in which the employee's leave of absence without pay commences;
- b. while the employee is off due to, injury, disability, or illness, including the period when receiving paid sick leave benefits

paid by the Employer, up to a maximum of six (6) calendar months;

c. while in receipt of compensation from the Workplace Safety and Insurance Board as a result of an injury sustained during employment with the Employer, for up to twelve (12) months;

d. while on pregnancy and parental leave; and

e. for any other period it is required to pay benefit premiums, in line with government legislation.

33.09 The Employer will ensure the availability of insured benefit coverage as in effect prior to the commencement of this Agreement or as specifically amended by this Agreement. The Employer may substitute another carrier for any of the benefit plans, provided that the level of benefits are not decreased. The Employer will advise the Union of any change in carrier at least thirty (30) days prior to implementing a change in carrier.

33.10 The Employer is required to provide employees with the proper enrolment forms in a timely manner.

33.11 Employees who are currently in receipt of the forty cent (40¢) in-lieu payment will continue to receive the payment while they remain a part-time employee. No new employees will be eligible for the in-lieu payment.

33.12 Employees on leave of absence and following the periods set out above may continue benefit coverage, providing they make arrangements with the Employer to pay the Employer and employee portion of all benefit premiums to the Employer by the 15<sup>th</sup> of the month on which the premium is due for a

maximum period of six (6) months.

#### **ARTICLE 34 - RETIREMENT SAVINGS PLAN**

34.01 All employees, upon completion of the probationary period are eligible to participate in the current joint Registered Retirement Savings Plan. The Employer must, prior to the end of the probationary period, secure a decision in writing from the employee regarding whether or not they choose to participate in the Plan.

34.02 For those employees that choose to participate in the Plan:

- a. The Employer agrees to deduct four percent (4%) of wages from employee wages, and to
- b. contribute an amount equal to four percent (4%) of employee wages on behalf of each employee and remit the same into the Registered Retirement Savings Plan.

34.03 Where legislation prohibits an employee from contributing to such a Plan because of age, an amount equivalent to the Employer's contribution in Article 34.02 will be paid to the employee on each paycheque. This payment will not be less than what the employee would have received if she were still contributing to the Plan.

#### **ARTICLE 35 - PAID HOLIDAYS**

35.01 All employees shall be entitled to the following holidays:

<i>New Years' Day</i>	<i>Labour Day</i>
<i>Family Day</i>	<i>Thanksgiving Day</i>
<i>Good Friday</i>	<i>Christmas Day</i>
<i>Victoria Day</i>	<i>Boxing Day</i>
<i>July 1<sup>st</sup> (Canada Day)</i>	



**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

---

- a. All full-time and part-time employees shall be entitled to an additional three (3) Float Holidays per calendar year as additional holidays, prorated based on the hours worked in the previous payroll year.
- b. Full-time and part-time employees shall not be entitled to a floating holiday until after they have completed their probationary period. Once completed the employee will receive a prorated number of float holidays based on their normal schedule.

35.02 Each employee shall have the right to select her floating holidays within the calendar year at a time that is mutually agreed to by the Employer and the employee. The Employer will endeavour to reply to an employee request for such a day within (1) week.

35.03 For full-time employee holiday pay is defined as seven and one-half (7½) hours wages.

For the purpose of calculating the fixed days (not float days) in Article 35.01 for part-time employees, holiday pay is defined as the total amount of regular wages earned and vacation pay payable to the employee in the four weeks (Sunday to Saturday) immediately preceding the week in which the holiday falls, divided by twenty (20).

Employees will be paid one (1) full days wages for float days (or part thereof for part days).

35.04 An employee otherwise entitled to holiday pay will not be entitled to holiday pay if she:

- a. does not work a holiday that she was scheduled to work;

- b. does not work her full scheduled shift immediately preceding or her first full scheduled shift immediately following the holiday unless the reason for absence is for a scheduled absence (including but not limited to vacation and shift exchanges) or sickness substantiated by a medical practitioner's certificate.

35.05 Full-time employees, part-time employees who are scheduled to work 10 shifts per pay period on the master schedule, and part-time employees in temporary full-time vacancies greater than six (6) months who are required to work on a holiday shall:

- a. be paid holiday pay for the day plus premium pay at one and one-half (1½) times their regular wage rate for each hour worked on that day; or
- b. be paid premium pay at one and one-half (1½) times their regular wage rate for each hour worked on that day, and be allowed to substitute another mutually agreeable working day within the calendar year. Her wages for the substitute day will equal the wage she earned for holiday pay on the holiday.

Said arrangements must be made prior to the holiday date, except that the date of the substitute day can be set at a later time. If it is not set before the final pay period of the year, the holiday pay will be paid out to the employee on the last pay of the year.

**Part-time employees** who are required to work on a holiday shall be paid holiday pay for the day plus the employee will receive premium pay at one and one-half (1½) times their regular wage rate for each hour worked on that day.

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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An employee who has been unable to schedule all her lieu days before the end of the year (and is paid out) can still schedule a day off (unpaid) early in the following year, providing it is scheduled prior to the end of the calendar year.

- 35.06 Employees will be required to work one of either Christmas Day/Boxing Day or New Year's Eve/New Year's Day. The Employer will seek employee preference for each period, where there remains a conflict, employees will work alternating periods each different year. Employees who are entitled to have Christmas off may request December 24 and 25 off instead of December 25 and 26. The Employer will endeavor to accommodate the request (for the 24th rather than the 26th) in preparation of the Christmas schedule. Difficulties will be discussed with the labour management committee prior to posting.
- a. The normal scheduling pattern will be altered to accommodate the time off periods during Christmas and New Year's.
  - b. There will be no vacation or leaves of absence granted during the period December 17<sup>th</sup> to January 6<sup>th</sup>, except in exceptional circumstances as agreed by the parties at the labour management committee.
  - c. The Employer will post a sheet for two (2) weeks to seek employee preference no later than October 1<sup>st</sup> of each year.
  - d. The final schedule will then be posted no later than November 1<sup>st</sup> of each year.
- 35.07 When a holiday falls on a full-time employee's vacation or regular day off the Employer shall substitute another mutually

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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agreeable working day within ninety (90) calendar days for the employee to take off work. The employee's wages for the substitute day will equal the wage earned for holiday pay on the holiday.

**ARTICLE 36 - VACATION**

36.01 Vacation time off for a particular calendar year shall be granted to an employee based on the chart below:

<b>Length of Service</b>	<b>Time Off for Employees</b>	<b>Time Off for RNs and RPNs</b>
Less than one (1) year	2 weeks prorated	3 weeks prorated
One (1) year but less than four (4) years of service	2 weeks	3 weeks
4 years but less than 10 years	3 weeks	4 weeks
10 years but less than 15 years	4 weeks	5 weeks
15 years or more	5 weeks	5 weeks
24 years or more	6 weeks	6 weeks
28 years or more	7 weeks	7 weeks

Length of service for full-time employees will be date of hire, except as amended by Article 36.04. Length of service for part-time employees will be as determined by Article 36.04.

36.02 Vacation pay shall accrue based on gross earnings in accordance with the amount of time off an employee is entitled to receive. The accrual will occur within each pay period in accordance with the length of service of the employee.

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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2 weeks	4%
3 weeks	6%
4 weeks	8%
5 weeks	10%
6 weeks	12%
7 weeks	14%

36.03 Earnings for vacation pay accrual purposes shall consist of the Employee's T4 gross earnings reportable in Box 14 less the amount in Box 40 (taxable benefits). The amount earned shall be reported on each pay stub. Vacation pay accumulated for the following vacation year shall be totalled separately from vacation pay owing for the current vacation year.

36.04

- a. Effective November 7, 2011, entitlement to vacation pay for part-time employees shall be calculated based on hours worked, where 1950 hours worked equals one year. Part-time employees shall be paid vacation pay at the time vacation is taken.
- b. Employees who transfer from part-time to full-time (or vice versa) will be credited with length of service based on 1950 hours = 1 year.
- c. All employees will be entitled to three (3) weeks vacation no later than five (5) years after their start date, notwithstanding their hours worked. If the requirement to provide three weeks of vacation after five years is changed in the *Employment Standards Act*, this provision will change in a corresponding manner.

36.05 Vacation pay for full-time employees shall be paid to an

employee at the time vacation is taken, in keeping with current practice.

36.06 At least one (1) week of vacation must be requested as a calendar week. The rest of each employee's vacation request may be made as a request for individual days or full weeks (or combination thereof). These requests are subject to the scheduling provisions of the Collective Agreement. Vacation pay for individual days shall be calculated by dividing one week of the employee's vacation pay by the number of days scheduled per week in the employee's current job posting (whether temporary or permanent.) Individual days will not normally be granted during prime time.

36.07 The Employer will pay out the balance of all vacation accruals for the current vacation year to each employee with such a balance in the last pay period in November.

Part-time (including casual) employees may request a vacation payout from accrued vacation dollars if available when they take vacation.

36.08 A vacation is during "prime time" if it occurs during July, August, and the period from December 17 to January 6 of the following year.

36.09 The vacation year is the calendar year.

Vacation occurring between January 1 and May 31 will be granted on a first come, first served basis (and may be requested prior to the applicable vacation year.) The Employer will not unreasonably deny such requests, subject to the operational requirements of the home.

For vacation occurring between June 1 and December 16 of the year, the following process will apply.

The Employer will indicate how many employees from each department and classification will be able to take vacation prior to posting the vacation sheet on January 31. Employees will be requested to record their vacation schedule preference on a sheet to be posted from January 31 to February 28 of each year. When considering employee vacation requests, the Employer shall:

- a. grant vacation requests in order of seniority commencing with the most senior, provided the employees make such request on or before February 28;
- b. not grant more than four (4) weeks to an employee during July and August; (a week is deemed to fall in the month containing the majority of its days);
- c. consider second and third choices, or as many alternate choices as they desire when employees submit their vacation request. If an employee cannot get her first choice vacation request(s) by seniority, her second choice(s) will then be considered, and so on;
- d. consider the operational requirements of the Employer, but shall not unreasonably exercise this right to determine the number of staff off at any given time.

36.10 The final posting of such requests is to be made by April 15th of the same year.

- a. The schedule shall not be changed after posting, unless approved in writing by the Employer and with the specific

agreement of the employees involved.

- b. Employees applying for vacation outside of the time frames outlined in Articles 36.09 and 36.10 must make their requests on a “first come first served basis” and no consideration will be given to seniority. These requests shall normally be made in writing. Such requests shall be responded to within five (5) business days from the date of the request. The response shall normally be in writing.
- c. When an employee accepts a new position, the Employer will endeavour to honour approved vacation requests for that employee, but may not be able to do so.
- d. Vacation days will take precedence over lieu days whenever a conflict arises.
- e. Weeks of vacation will take precedence over requests for individual days whenever a conflict arises.

36.11 Prior to leaving on vacation, an employee shall be notified of the date and time on which to report to work following vacation.

36.12 The Employer will pay an employee full payment for earned but unpaid vacation pay in the pay period following her employment being terminated for any reason.

### **ARTICLE 37 - UNIFORMS**

37.01 The Employer shall provide the employees in the Dietary department with aprons, free of charge.

37.02 The Employer shall pay a uniform allowance to all full-time employees who have complete their probationary period in



the amount of one hundred thirty dollars (\$130.00) per year. This amount shall be prorated for part-time employees according to the current practice.

**ARTICLE 38 - WARNING, SUSPENSION AND DISCHARGE**

- 38.01 A claim by an employee who has completed his probationary period that he has been discharged without just cause shall be treated as a grievance, if a written statement of such grievance is presented to the Executive Director or his designate within five (5) calendar days of the date of discharge. (If the fifth day is a Saturday, Sunday, or holiday, the notice period is extended until noon on the next subsequent day that is not a Saturday, Sunday, or holiday.) The grievance shall thereafter be discussed commencing at Step 2 of the grievance procedure.
- 38.02 All discipline shall be in writing. The employee will be notified of her right to have a Steward present to receive any discipline from the Employer.
- 38.03 It shall be the responsibility of the individual employee to ask a specific Steward to attend the disciplinary meeting. In an emergency situation (when discipline is immediately required) and no Steward is available, the employee being disciplined will be notified of her right to select another employee to accompany her as a witness.
- 38.04 The Employer shall provide the Union with copies of any discharge, suspension or written warning letters issued to employees, unless requested otherwise by the employee.
- 38.05 Letters of warning or discipline shall be removed from an employee's file and record after eighteen (18) months from the date of issue providing that the employee has remained free of

discipline during that period. Discipline involving a third party other than cases of resident abuse will remain on file for thirty-six (36) months. Discipline resulting from resident abuse that is not overturned by the grievance procedure shall remain on file permanently.

38.06 With the exception of an interview for the purpose of investigation, the Employer agrees to notify an employee at least twelve (12) hours in advance of any meeting of a disciplinary nature, except in the case of an emergency.

### **ARTICLE 39 - GRIEVANCE PROCEDURE**

#### **39.01**

- a. For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- b. An employee having a complaint shall first discuss it with his immediate supervisor within seven (7) calendar days of the actual occurrence, or within seven (7) calendar days of when the employee should reasonably be expected to have knowledge of the occurrence of the matter which is subject to the complaint.
- c. It is understood that an employee has no grievance until the matter has been referred to his immediate supervisor and an opportunity given to resolve the complaint. A Steward may assist an employee at this meeting, but the employee must be present and state her complaint.
- d. The supervisor will reply within seven (7) calendar days.

**39.02 Step One Grievance**

If the complaint cannot be settled to the employee's satisfaction as outlined in Article 39.01, a grievance may be filed in writing (giving the facts surrounding the grievance, the section or sections of the Agreement claimed violated, the relief requested, signed by the employee and countersigned by her Steward) and be submitted to the Employer within seven (7) calendar days from the discussion in Article 39.01. The parties shall meet to discuss the grievance within seven (7) calendar days of the written grievance being filed. After the meeting, the Employer will reply within seven (7) calendar days following the said meeting.

**39.03 Step Two Grievance**

If unresolved at Step One, the aggrieved employee may submit his grievance in writing to the Executive Director (or designate), who shall consider it in the presence of the Grievance Committee presenting the grievance. A Union Representative will attend such meetings, at the request of either party. Should no settlement satisfactory to the employee be reached within five (5) calendar days following the meeting, the grievance may be referred to a Board of Arbitration, as provided in Article 41, at any time within a further fourteen (14) calendar days thereafter, but not later.

In addition to the referral to arbitration it is understood that the parties may by mutual agreement refer any grievance to grievance mediation within the fourteen (14) calendar day period set out above.

**39.04** Any of the time allowances above may only be extended by mutual agreement of the parties. If any time period expires on a Saturday, Sunday, or holiday, the period is extended until

noon on the day immediately following that is not a Saturday, Sunday, or holiday.

- 39.05 A policy grievance is defined as one which involves a difference between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable. A policy grievance may be submitted by either party by starting at Step Two of the grievance procedure. Such policy grievance shall be signed by a Steward or a Union Representative, or in the case of an Employer's policy grievance, by the Employer or his representative.
- 39.06 A group grievance is defined a grievance, signed by a Steward or a CLAC Representative on behalf of a group of employees who have the same complaint, or a similar grievance requesting the same relief.

#### **ARTICLE 40 - ARBITRATION**

- 40.01 In the event the grievance is not settled under the grievance procedure, the party having carriage of the grievance may request arbitration of the grievance by giving notice in writing to the other party within fourteen (14) calendar days from delivery of the decision under Article 39.03.
- 40.02 The notice to arbitrate shall contain the name and address of the party's nominee to the Board of Arbitration, and shall also specify all of the outstanding issues of the written grievance to be dealt with by the Board and the remedy sought. The recipient of the notice shall inform the other party of the name and address of its nominee, and the nominees shall, within ten (10) calendar days of the notice of arbitration, appoint a third person to chair the board. If the two appointees fail to agree

upon a chairman within the time limits, either party may request a chair person be appointed by the Minister of Labour for Ontario.

- 40.03 The party seeking arbitration may instead request a sole arbitrator, and if the parties are mutually agreed to do so, they shall agree on an arbitrator within ten (10) calendar days of the notice.
- 40.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned, except in the case of a chairman serving as mediator and arbitrator by mutual agreement of the parties.
- 40.05 The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the chair shall govern.
- 40.06 The arbitration board is to be governed by the *Ontario Labour Relations Act*:
- a. The arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it;
  - b. The board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations;
  - c. The board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor have the power to alter or amend any of the provisions of this Agreement, except the time limits for grievances where the

delay was occasioned by a reliance on words or conduct of the other party;

- d. The parties and the arbitrator shall have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of a grievance;
- e. The board shall have jurisdiction to determine whether a grievance is arbitrable;
- f. Each of the parties shall pay one-half ( $\frac{1}{2}$ ) of the remuneration and expenses of the chairman of the board, plus the cost of its nominee.

**ARTICLE 41 - DURATION**

41.01 This Collective Agreement shall be in effect from August 20, 2019 until August 19, 2022.

41.02 The Agreement shall remain in effect for further periods of one (1) year, unless notice shall be given, by either party, of the desire to delete, change or amend any of the provisions contained herein, within ninety (90) days prior to the renewal date. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.

DATED at \_\_\_\_\_, ON, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signed on behalf of  
**TABOR MANOR**

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION**  
**CLAC LOCAL 302**

Per \_\_\_\_\_

Per \_\_\_\_\_

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**

		Step	Hours	2018-08-20	2019-08-20	2020-08-20	2021-08-20
					1%	1%	1%
<b>DIETARY HOUSEKEEPING LAUNDRY</b>	<b>Probation</b>	1		18.80	18.99	19.18	19.37
	<b>Start</b>	2	600	18.96	19.15	19.34	19.53
	<b>1 Year</b>	3	1950	19.20	19.39	19.58	19.78
	<b>2 Year</b>	4	3900	19.33	19.52	19.72	19.92
	<b>3 Year</b>	5	5850	19.48	19.67	19.87	20.07
	<b>6 Year</b>	6	11700	20.39	20.59	20.80	21.01

<b>COOK 1</b>	<b>Probation</b>	1		20.60	20.81	21.02	21.23
	<b>Start</b>	2	600	20.73	20.94	21.15	21.36
	<b>1 Year</b>	3	1950	21.01	21.22	21.43	21.64
	<b>2 Year</b>	4	3900	21.12	21.33	21.54	21.76
	<b>3 Year</b>	5	5850	21.29	21.50	21.72	21.94
	<b>6 Year</b>	6	11700	22.26	22.48	22.70	22.93

<b>HCA/PSW POOL, TR, ST. NURS</b>	<b>Probation</b>	1		19.49	19.68	19.88	20.08
	<b>Start</b>	2	600	19.63	19.83	20.03	20.23
	<b>1 Year</b>	3	1950	19.99	20.19	20.39	20.59
	<b>2 Year</b>	4	3900	20.17	20.37	20.57	20.78
	<b>3 Year</b>	5	5850	20.28	20.48	20.68	20.89
	<b>6 Year</b>	6	11700	21.23	21.44	21.65	21.87

<b>SUPPORTIVE HOUSING</b>	<b>Probation</b>	1		19.49	19.68	19.88	20.08
	<b>Start</b>	2	600	19.63	19.83	20.03	20.23
	<b>1 Year</b>	3	1950	19.99	20.19	20.39	20.59
	<b>2 Year</b>	4	3900	20.17	20.37	20.57	20.78
	<b>3 Year</b>	5	5850	20.28	20.48	20.68	20.89
	<b>6 Year</b>	6	11700	21.23	21.44	21.65	21.87



**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

		Step	Hours	2018-08-20	2019-08-20	2020-08-20	2021-08-20
					1%	1%	1%
<b>RPN</b>	<b>Probation</b>	1		24.32	24.56	24.81	25.06
	<b>Start</b>	2	600	24.44	24.68	24.93	25.18
	<b>1 Year</b>	3	1950	24.71	24.96	25.21	25.46
	<b>2 Year</b>	4	3900	24.89	25.14	25.39	25.64
	<b>3 Year</b>	5	5850	25.05	25.30	25.55	25.81
	<b>6 Year</b>	6	11700	26.19	26.45	26.71	26.98

<b>MAINTENANCE</b>	<b>Probation</b>	1		19.79	19.99	20.19	20.39
	<b>Start</b>	2	600	19.91	20.11	20.31	20.51
	<b>1 Year</b>	3	1950	20.19	20.39	20.59	20.80
	<b>2 Year</b>	4	3900	20.32	20.52	20.73	20.94
	<b>3 Year</b>	5	5850	20.50	20.71	20.92	21.13
	<b>6 Year</b>	6	11700	21.44	21.65	21.87	22.09

<b>ASSISTANT CHAPLAIN</b>	<b>Probation</b>	1		24.50	24.75	25.00	25.25
	<b>Start</b>	2	600	24.63	24.88	25.13	25.38
	<b>1 Year</b>	3	1950	24.81	25.06	25.31	25.56
	<b>2 Year</b>	4	3900	25.01	25.26	25.51	25.77
	<b>3 Year</b>	5	5850	25.29	25.54	25.80	26.06
	<b>6 Year</b>	6	11700	27.21	27.48	27.75	28.03

<b>STUDENT</b>	<b>Start</b>	1		13.15	13.28	13.41	13.54
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<b>RN</b>	<b>Start</b>	1	600	29.95	30.25	30.55	30.86
	<b>1 Year</b>	2	1950	31.00	31.31	31.62	31.94
	<b>2 Year</b>	3	3900	32.04	32.36	32.68	33.01
	<b>3 Year</b>	4	5850	33.07	33.40	33.73	34.07
	<b>4 Year</b>	5	7800	34.13	34.47	34.81	35.16
	<b>5 Year</b>	6	9750	36.22	36.58	36.95	37.32
	<b>6 Year</b>	7	11700	38.29	38.67	39.06	39.45
	<b>7 Year</b>	8	13650	40.37	40.77	41.18	41.59
	<b>8 Year</b>	9	15600	42.46	42.88	43.31	43.74

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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No employee to be reduced in pay upon implementation.

Employees working as Dietary Aides who have their FSW certificate will be paid an allowance of twenty-five cents (25¢) per hour.

**Retroactive Pay**

Retroactive payments shall be based on hours paid and made no later than three (3) pay periods after ratification.

**LETTER OF UNDERSTANDING #1**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**WORKPLACE HARASSMENT**

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The parties agree that the wage increases indicated below resolve all pay equity issues. The wage increases indicated apply to all rates in the applicable classifications.

1. “Workplace Harassment” means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; (*Ontario Occupational Health and Safety Act*, Subsection 1 (1).)
  - a. Regular supervision, including inspection of an employee’s work, feedback on performance, and corrective action, does not constitute workplace harassment.
  - b. Singling out an employee by inspecting or correcting them excessively without an identified performance issue does constitute workplace harassment.
  - c. Examples of Workplace Harassment include:
    - i. Making or repeating false, derogatory, demeaning, or

belittling comments about other staff even in their absence.

- ii. Bullying or intimidating other staff, or acting in a manner that creates a hostile or “poisoned” environment.
- iii. Shunning or ostracizing other staff; that is, the deliberate exclusion of an individual or individuals by a group.
- iv. Disproportionate, or belittling, or repetitive or public criticisms of a worker’s job performance or abilities.
- v. Yelling or screaming, or other displays of behaviour which would reasonably be seen as demeaning, threatening, hostile or intimidating. (“Threats” are also dealt with under the policy prohibiting violence).
- vi. Any attempt to undermine the authority or role of a position in the workplace, whether that position be as a manager, a supervisor, another union member, or a union Steward or other representative.
- vii. A failure to respect or maintain confidentiality in respect of another staff member.

Employees who behave in these ways will be subject to appropriate discipline.

Employees who knowingly make false accusations of workplace harassment will also be subject to appropriate discipline.

2. When a bargaining unit member complains of workplace

harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union shall jointly investigate the complaint and report their findings to the complainant, who shall be accompanied by a Steward who was not part of the investigation.

3. If a bargaining unit member brings a complaint against a member of management, the Employer will investigate and report its findings to the Union and to the complainant. If the complaint directly or indirectly involves the employee's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discrete, confidential manner.
4. Should the complainant not be satisfied with the response, she is entitled to file a grievance under the terms of this Collective Agreement.

### **Violence Policy**

Tabor Manor will maintain its violence policy. Changes to the policy must be discussed within the Joint Occupational Health and Safety Committee prior to implementation

**LETTER OF UNDERSTANDING #2**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**JOB SHARING**

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The parties agree that with the mutual agreement of the Employer, the employee and the Union, job sharing, time sharing, temporary shift reduction, or any other unique schedule can be agreed to. If agreed to, the parties will work out all necessary amendments to the Collective Agreement required to satisfy the wishes of the parties and the schedule being agreed to.

**LETTER OF UNDERSTANDING #3**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**EMERGENCY LEAVE**

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The Employer agrees to post the ESA guidelines for Emergency Leave in the staff room.

**LETTER OF UNDERSTANDING #4**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**HOUSEKEEPING AND LAUNDRY SCHEDULING**

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Maintain Housekeeping and Laundry as one classification and department for scheduling and call-in and vacation.



**LETTER OF UNDERSTANDING #5**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**MAINTENANCE CALL-IN**

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The parties agree upon the following:

The minimum call-in for maintenance workers who are paid premiums under this letter will be two hours, and not the minimum listed in the Collective Agreement. The call-in premium will be paid in the pay period the hours are worked.

**LETTER OF UNDERSTANDING #6**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**PAY EQUITY**

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This Pay Equity Agreement applies to all the employees represented by the Union employed by the Employer. The parties agree that the classifications in the Collective Agreement constitute female job classes except the classifications of “Maintenance” and “Chaplain” which are male jobs.

The current differentials between job classifications in the bargaining unit shall be maintained, except as it may be modified in collective bargaining.

The adjustments in the Memorandum of Settlement dated July 13, 2015 resolve all current outstanding issue of Pay Equity and the obligations under the Pay Equity plan.

Any new classifications that may be created in the bargaining unit shall be deemed to achieve pay equity through the application of the “new classification” clauses of the Collective Agreement.

The parties agree that there was no requirement for a pay equity adjustment at times other than those as identified in the

**TABOR MANOR**

**COLLECTIVE AGREEMENT: August 20, 2019 – August 19, 2022**

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Memorandum of Settlement.

Effective January 1, 2015 – Basic Aides – 10 cents; PSW (LTC only) – 15 cents; RPN – 20 cents; Cook – 15 cents

Effective January 1, 2016 - Basic Aides – 10 cents; PSW (LTC only) – 15 cents; RPN – 20 cents; Cook – 15 cents

Effective January 1, 2017 - Basic Aides – 10 cents; PSW (LTC only) – 15 cents; RPN – 20 cents; Cook – 15 cents

**LETTER OF UNDERSTANDING #7**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**PSW CLASSIFICATIONS**

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Notwithstanding Articles 15.04 and 15.05 PSW/HCA employees transferring from LTC to Supportive Housing or vice versa will remain at their grid points on the wage schedule. (i.e. Service within each classification will count for the other classification for the purpose of wage progression).

**LETTER OF UNDERSTANDING #8**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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**PENSION PLAN**

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The parties will meet at least once per year during the duration of this Collective Agreement to discuss pension plan performance. The parties will cooperate to ensure that data is provided to the parties that will give an accurate assessment of plan usage and performance. An education effort will also be made each year, and the parties will assess the impact of the education on the workers' pension choices, if any.

**LETTERS OF UNDERSTANDING – SIGNING PAGE**

Between  
**TABOR MANOR**

and  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

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The parties agree to abide by the eight (8) Letters of Understanding contained herein.

DATED at \_\_\_\_\_, ON, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signed on behalf of  
**TABOR MANOR**

Per \_\_\_\_\_

Per \_\_\_\_\_

Signed on behalf of  
**NIAGARA HEALTH CARE AND SERVICE WORKERS UNION,  
CLAC LOCAL 302**

Per \_\_\_\_\_

Per \_\_\_\_\_

**GRIMSBY MEMBER CENTRE**

89 South Service Rd  
PO Box 219  
Grimsby, ON L3M 4G3  
T: 905-945-1500  
TF: 800-463-2522  
F: 905-945-7200  
grimsby@clac.ca

**CLAC RETIREMENT**

1-800-210-0200

**CLAC BENEFITS**

1-800-463-2522

**CLAC TRAINING**

1-877-701-2522

**CLAC JOBS**

1-877-701-2522

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