

COLLECTIVE AGREEMENT

BETWEEN

**F.J. DAVEY HOME
SAULT STE. MARIE**

(hereinafter called the "Employer")



F.J. Davey Home
long term care, long term comfort

-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 4685**

(hereinafter called the "Union")

CUPE·SCFP | Canadian Union of Public Employees
Syndicat canadien de la fonction publique

TERM OF AGREEMENT: April 1, 2019 to March 31, 2022

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ARTICLE 1 – PURPOSE

1.01 The purpose of this agreement is:

1. To promote and maintain a harmonious relationship and to provide mechanisms for the settlement of disputes between the parties;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment as outlined in this Collective Agreement;
3. To encourage efficiency in operation and high quality of service to residents;
4. To promote the morale, wellbeing, and security of the employees.

ARTICLE 2 – APPLICATION AND DEFINITIONS

2.01 Application

This agreement shall apply to all full-time and part-time employees outlined in Article 3, at F. J. Davey Home.

2.02 Definitions

- a) A full-time employee shall be defined as an employee who is regularly scheduled to work sixty (60) or more hours in a pay period.
- b) A reduced full-time employee shall be defined as an employee in respect of whom there is a regular schedule of sixty (60) hours but less than seventy-five (75) hours in a pay period.

The Employer agrees to work with the Union to reduce the number of reduced full-time employees over time.

- c) A part-time employee shall be defined as an employee in respect of whom there is a regular schedule of less than sixty (60) hours in a pay period, and who is expected to be available to work a minimum of forty-five (45) hours bi-weekly.
- d) Part-time employees will commit to work additional days upon request by the Employer, for example, during the vacation period, during the Christmas and New Year's period and at least one other paid holiday if required at any of these times.
- e) Employer shall mean the F. J. Davey Home.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 4685 as the sole and exclusive bargaining agent for all employees of the F. J. Davey Home, save and except Director, persons above the rank of Director, Assistant Director, office staff, Registered and Graduate nurses, Social Worker, Clinical Dietitian, Chaplain, and students employed during the school break periods.

3.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on jobs which are in the bargaining unit to the extent that bargaining unit employees are laid off, and it is further agreed that all work or services performed by the employees shall not be contracted out to the extent that bargaining unit employees are laid off or lose work.

3.03 No contract, written or oral, shall be entered into between an employee(s) and the Employer, or any of its duly authorized representatives that directly conflicts with the terms of this agreement.

3.04 The parties to this agreement shall have the right at any time to the assistance of an outside representative. Where an outside representative is being used, the other party shall be so advised in advance.

3.05 Any representative of the Union who is in the employ of the Employer shall have the right to attend meetings held within working hours without loss of remuneration for scheduled hours missed due to attendance at such meeting, when the meeting is called into session by the Employer or where permission is granted by the Employer.

3.06 The Union agrees that the Employer has the right to make and alter from time to time policies to be observed by the employees covered by this agreement which are not inconsistent with the provisions of the agreement. The Employer agrees to meet with the Union at Labour Management and discuss any changed or new policies that affect CUPE members prior to their implementation, unless the new or amended policy must be introduced on a strict guideline according to legal order or Ministry directive. In any case, the Union will receive copies of such new or amended policies and may comment on them at any time.

ARTICLE 4 – HUMAN RIGHTS

4.01 Parties Shall Not Discriminate

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of age, race, ancestry, place of origin, citizenship, record of offences, creed, colour, religion, political affiliation or activity, sexual orientation, sex, or marital status, family status, or disability as per *Ontario Human Rights Code*, nor by reason of membership, or activity in the Union.

4.02 Workplace Harassment/Violence

The parties recognize the right of employees and supervisors to work in an environment free from harassment or violence as defined in the *Ontario Human Rights Code*, and further recognize their collective responsibility to maintain a workplace free of harassment and violence.

Employees should feel empowered to report incidents of harassment and/or violence in the workplace to the Employer without fear of retaliation.

Violence in the Workplace

Workplace Violence shall be defined as the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker; an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker, or a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace Harassment

Every person who is an employee has a right to freedom from workplace harassment in accordance with the *Occupational Health and Safety Act, Sec. 1 (1)*.

Workplace Harassment means engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought to be known to be unwelcome.

- a) The Employer agrees that such incidents will not be condoned. Any employee who believes they have been subject to such incident shall be encouraged by the parties to follow the Employer's policy on harassment. Failing resolution, an employee has the right to file a grievance in accordance with Article 10 of the Collective Agreement.

- b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- c) The Employer will report all incidents of violence to the Joint Health and Safety Committee for review.
- d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- e) The Employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.01 The management of facilities operated by the Employer and the direction of the working forces are vested exclusively with the Employer unless specifically modified by this Collective Agreement. This includes the right to suspend, discharge or otherwise discipline employees for just cause except as modified in Article 14.03 (RE: Probationary Employees). Management rights shall be exercised in a fair and impartial manner.
- 5.02 The Employer agrees that these rights will be exercised in a manner consistent with the terms of this Collective Agreement.

ARTICLE 6 – CHECK-OFF OF UNION DUES

6.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and Bylaws of the Union. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

- 6.02 Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary Treasurer of the Canadian Union of Public Employees, on or before the 15th day of the following month, but no later than the 20th of the month following, accompanied by a list of the names, addresses, total wages, regular wages, total hours

worked, regular hours worked, dues deducted and phone numbers of all employees from whose wages deductions have been made. The Employer agrees to notify the Union of any new addresses, changes of addresses and of classification of employees, as available noting additions or deletions of staff. A copy of this list shall also be forwarded to the Secretary of the Local Union.

6.03 Dues Receipts

At the same time that Income Tax (T-4) slips are made available, the Employer shall type in the amount of the Union dues paid by each Union member in the previous year.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.

All new employees shall have an opportunity to meet for thirty (30) minutes during working time with a representative of the Local, to acquaint the new employees with the Union. This time will be scheduled during an Orientation Day.

ARTICLE 8 – CORRESPONDENCE

8.01 All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the Administrator, or designate, and the CUPE Local 4685 President, Recording Secretary and the CUPE National Representative. Correspondence relating to complaints and grievances shall be copied to the Chief Shop Steward, President and CUPE National Representative. Correspondence relating to job postings and successful applicants shall be copied to the Vice President.

ARTICLE 9 – BARGAINING UNIT/UNION COMMITTEES

9.01 The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be a spokesperson.

In order that this may be carried out the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

9.02 Collective Bargaining Committee

- a) The Employer acknowledges the right of the Union to elect or otherwise select a bargaining committee of a maximum of five (5) members. The bargaining committee will meet jointly with the Employer for the purposes of bargaining the renewal of this Collective Agreement.
- b) For the purposes of negotiations, the Employer agrees to pay members of the bargaining committee for all time lost from regularly scheduled shifts as a result of attendance at negotiations up to and including conciliation.
- c) In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.
- d) For the purposes of collective bargaining, the Employer agrees that a representative scheduled to work the night shift immediately preceding negotiations shall have such shift rescheduled to the day shift and will therefore be paid in accordance with article (b) above. This rescheduling shall not result in any premium payment under any other provision of this Collective Agreement.

The Union will make every effort to encourage a cross-section from all departments.

9.03 Labour Management Committee

- a) The Employer acknowledges the right of the Union to elect or otherwise select a Labour Management Committee of three (3) members. The Union will advise the Employer of the names of the members of the committee.
- b) If necessary, this committee shall meet at least every three (3) months or more frequently if requested.
- c) The parties agree that when meeting to discuss the application and administration of the Collective Agreement agendas will be developed and exchanged at least one (1) week prior to such meeting.
- d) Members of the Labour Management Committee who are in the employ of the Employer shall have the right to attend meetings with the Employer within working hours without loss of pay for scheduled hours missed as a result of such attendance.

- e) Topics appropriate for discussion include workload; improving and extending services to the residents; correcting conditions causing grievances and misunderstandings (but not grievances).
- f) The Labour Management Committee may consider alternative strategies for information gathering and problem solving which might include sub-committee work.

ARTICLE 10 – GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to elect or otherwise appoint a Grievance Committee of three (3) members. One of the three (3) so elected shall be the Chief Shop Steward. The Chief Shop Steward shall be entitled to attend all grievance meetings, along with the grievor and the President (or in the absence of the President, the Vice-President).

Grievance Pay Provisions

The Chief Shop Steward, the President (or in the absence of the President, the Vice-President) and the grievor shall not suffer any loss of pay or benefits for the regular scheduled hours missed as a result of attending a grievance meeting.

10.02 In order to provide an orderly and speedy procedure for settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure. In the absence of the Steward Representative, the Chief Shop Steward shall act as the representative.

The Union shall notify the Employer in writing of the name of each Steward and the Department(s) they represent and the name of the Chief Shop Steward, before the Employer shall be required to recognize them.

10.03 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

The Steward will not absent themselves from their regular work without first obtaining permission of their supervisor. Likewise, when resuming their regular work will report to their supervisor, permission shall not be unreasonably withheld.

10.04 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement. All alleged grievances shall be submitted and replied to in writing.

- 10.05 Replies to the grievances shall be in writing at all stages in an earnest effort to settle grievances fairly and promptly in the following manner.

Complaint Stage

Before it can be considered a grievance, any complaint must first be discussed by the employee with the immediate supervisor or designate. Such discussion must take place within seven (7) working days of the date of the incident which gave rise to the complaint. The Supervisor or designate shall reply in writing to the employee within five (5) working days of such discussion taking place.

Step 1

If the grievance is not satisfactorily resolved at the complaint stage, the Union shall notify the Administrator or designate in writing within seven (7) working days of receipt of the Complaint Stage reply. The Employer Grievance Committee will arrange to meet with the Union Grievance Committee within five (5) working days of receipt of the written request from the Union. A decision will be rendered in writing within five (5) working days of the meeting.

Step 2

Failing a satisfactory settlement being reached in Step 1, the Union may refer the dispute to binding arbitration within thirty (30) working days of the decision received in Step 1.

10.06 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such grievance shall commence at Step 1 of the grievance procedures provided the grievance is submitted within fourteen (14) working days of the incident or where the Union ought reasonably to have become aware of the incident. Such grievances may also be instituted by the Employer.

- 10.07 The Union and its representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 1.

- 10.08 After a grievance has been initiated by the Union, the Employer's representative shall not enter into negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.
- 10.09 Correspondence arising from complaints/grievance shall pass to and from the Administrator or designate, the Chief Shop Steward, President, and the National Servicing Representative.
- 10.10 The Union's National Representative may be present at the request of either party beyond the Complaint Stage.
- 10.11 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties. The time limits in the agreement are not mandatory but merely discretionary.
- 10.12 For the purpose of this article, a workday is defined as a regular workday from Monday to Friday, excluding statutory holidays.

ARTICLE 11 – ARBITRATION

- 11.01 Both parties to this agreement agree that any grievance which has been properly carried through all the steps of the grievance procedure, and which remains outstanding, may be referred to a single arbitrator in accordance with Article 10.
- 11.02 The arbitrator shall not have any powers to alter or change any provision of the Collective Agreement nor have the power to give decisions inconsistent with the terms and provisions of the Collective Agreement.
- 11.03 The parties shall equally share the expenses of the Arbitrator.
- 11.04 [Grievance Mediation Officer](#)

The Employer and the Union may agree to the appointment of a Grievance Mediation Officer in an endeavour to affect a settlement prior to arbitration.

ARTICLE 12 – EMPLOYEE COUNSELLING

- 12.01 The Employer shall notify an employee in writing of any expression of dissatisfaction concerning the employees work within ten (10) working days of the event giving rise to the complaint, or the supervisor ought reasonably to have become aware of the information leading to the complaint. This notice shall include particulars which led to such dissatisfaction. This is not intended to be disciplinary but is intended to be used to enhance the relationship and communication between the Employer and employee.

ARTICLE 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

13.02 Whenever the Employer deems it necessary to formally discipline an employee, the Employer shall meet with the employee, and within ten (10) days give written particulars of such to the employee involved.

This notice shall include particulars of work performance which led to such discipline. If this procedure is not followed such expression of discipline shall not become part of the employee's record. The employee's reply to such discipline shall become part of the record.

No evidence from the employee's record may be introduced as evidence in any hearing, if such evidence relates to any disciplinary matter which took place more than twelve (12) months previous to the issue giving rise to the hearing. Notwithstanding the above, records relating to sexual/moral misconduct, physical assault or resident abuse may be considered.

The employee shall have the assistance of a shop steward at this meeting with the Employer.

Access to Personnel File

An employee shall have the right, with reasonable notice, to have access to and review the employee's personnel file and shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

13.03 Right to Have Steward Present

An employee shall have the right to have an available steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward of their choice to be present at the interview provided that this does not unduly delay the meeting.

ARTICLE 14 – SENIORITY

14.01 Seniority for full-time and part-time employees is defined as length of service with the Employer. Seniority for full-time employees shall accumulate from the date of hire (first day worked). Where multiple employees are hired on the same date, seniority will be determined first through date of acceptance of the offer of employment, then through the application date, then through a random selection where the date of acceptance or application applies to more than one applicant.

Seniority for part-time employees shall accumulate based on hours paid (1950 hours = 1 year). Hours paid includes pregnancy/parental leave, and Workplace Safety and Insurance Board to a maximum of twelve (12) months.

Note: This clause shall be interpreted in a manner consistent with the Human Rights Code.

Note: Hours as of September 30, 2015 will be calculated based on the formula above on a go forward basis.

Department Seniority shall take precedence over Home wide seniority in determining preference for promotion or transfer.

When an employee is laid off and exercises their rights to bump, the employee shall maintain their bargaining unit seniority in the department where they bumped when selecting their scheduled days off (in accordance with Article 17) and vacation.

Part-time employees transferring to full-time or vice versa shall carry their seniority based on hours paid but such seniority shall be expressed as a calendar date as herein provided using the formula 1950 = one (1) year.

14.02 Seniority List

The Employer shall maintain a seniority list for the F. J. Davey Home showing the employee's name, current department and seniority date for full-time and part-time employees. An up-to-date seniority list shall be sent to the Union and posted on all Union Boards by October 31st and April 30th of each year.

The seniority list will be considered correct for all purposes unless the employee disputes its accuracy within three (3) calendar weeks from the date the list was posted. The employee must file a written notice to the Administrator or designate, on the grievance complaint form, outlining the grounds of objection. No change in the seniority status of an employee shall be made unless agreed to by the Union.

14.03 Probation for Newly Hired Employees

- a) Newly hired employees shall be required to serve a probationary period of sixty-five (65) shifts. Upon completion of the probationary period, an employee's seniority shall be established as of the employee's date of hire.
- b) The purpose of the probationary period is to allow the Employer to determine whether it wishes to retain the employee.
- c) During the probationary period, the employee shall not be entitled to all rights and benefits of this agreement except for the grievance and arbitration procedure.
- d) One (1) working day will be defined as one (1) scheduled day of work regardless of the number of scheduled hours of work per day.

14.04 Loss of Seniority

An employee's established seniority shall be considered broken, forfeited and employment terminated when such employee:

- a) Resigns;
- b) Is discharged and such discharge is not reversed through the grievance and arbitration procedure;
- c) Is laid off for a period in excess of eighteen (18) months;
- d) Fails to notify the Employer of the intent to return to work within seven (7) days of receiving notice of recall, and fails to return to work within fifteen (15) working days of being recalled;
- e) Is absent from work for three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate;
- f) Fails to report for work at the termination of a leave of absence;
- g) Does not meet the criteria as set out in Article 2.02(c) (Definition - part-time employee) over a period of six (6) consecutive weeks, when the shifts are otherwise available, without satisfactory reason;
- h) Utilizes a leave of absence for purposes other than those for which the leave may have been granted.

14.05 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a permanent position outside the bargaining unit without the employee's consent. If an employee is transferred to a position outside the bargaining unit, the employee will retain seniority accumulated up to the date of leaving the bargaining unit but will not accumulate any further seniority. Such employee shall have the right to return to the employee's former position held in the bargaining unit during the trial period, which shall be a maximum of sixty (60) calendar days.

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

ARTICLE 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Posting

- a) Where the Employer determines that a vacancy exists within the bargaining unit, or where a temporary vacancy arises as a result of the necessity to replace an employee on a leave of absence expected to be for six (6) weeks or longer, the Employer shall post a notice of vacancy for a period of seven (7) calendar days.

It is understood and agreed that the subsequent vacancies arising from the filling of an initial vacancy will likewise be posted for a period of seven (7) calendar days. Postings for subsequent vacancies will identify the area, line or assignment if applicable, but will not be numbered.

Staff members who are interested in applying for posted positions will indicate their interest by signing the posting notice prior to the indicated posting deadline.

Employees who are on a leave of absence of more than one (1) week or vacation, will complete a form provided by the Employer if they wish to be considered for any position for which they qualify during their period of absence.

Where the posting is for a position considered to be a permanent position, and the successful applicant is on an approved leave of absence, they shall be awarded the position in accordance with seniority should they possess the necessary qualifications. The Employer shall temporarily fill the position until the successful applicant returns from their approved leave of absence.

- b) An employee shall not be entitled to post for any vacancy after having been successful in two permanent postings in the calendar year. Furthermore, an employee in a temporary position shall not be entitled to apply for another temporary position until the position occupied is completed. If an employee resigns from a temporary position before the position is completed, they are not entitled to another temporary position until the position resigned from is completed. Where there are two concurrent postings, and where one is permanent and the other is temporary, the employee may only have one of the positions, (the permanent or the temporary). There will be no holding of these positions.

A part-time employee who is in a temporary part-time or a reduced full-time position may apply for a temporary full-time position.

A reduced full-time employee in a temporary reduced full-time position may apply for a temporary full-time position.

A part-time employee may apply for subsequent vacancies that will result in monetary gains (i.e. increase in hours, increase in pay, etc.)

- c) An employee wishing to make application, stating that they are applying for posting #___, shall do so within the required time limit forwarding written application to the Department Director or designate.
- d) Selections of employees for promotions and vacancies within the bargaining unit shall be based primarily on the skill, ability, experience and qualifications of the employee(s) concerned, but as between two (2) persons of equal standing, based upon the above factors, seniority shall govern.
- e) [Right to Temporarily Fill](#)

This section shall not deprive the Employer of the right to temporarily fill a vacancy for a period not to exceed thirty (30) days while applications are being considered. Where no suitable applications are received, the time limits may be extended by mutual agreement.

15.02 External applications will not be reviewed until all internal applications are fully processed.

15.03 [Information on Postings](#)

Such notice shall contain the following information: Nature of position, qualification and ability, required knowledge and education, skill, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

15.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. Successful applicants that post into the same Classification or Floor Level shall be placed on trial for a period of not more than thirty (30) calendar days. Successful applicants that post into another Classification or Floor Level shall be placed on trial for a period of not more than ninety (90) calendar days. Conditional on satisfactory service during the trial period, the employee shall be declared established. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job position, or if the employee is not satisfied with the position, the employee shall be returned to the former position occupied prior to the posting without loss of seniority.

Any other employee hired, promoted, or transferred because of the rearrangement of positions shall also be returned to the former position occupied prior to the posting without loss of seniority.

15.05 Notification to Union - Successful Applicant

The Union shall receive notification of the successful applicant(s) within seven (7) calendar days of the decision of the Employer and the name of the successful applicant(s) shall be posted on the bulletin board for five (5) calendar days. In no case will this notification occur any later than thirty (30) calendar days after the closing date of the posting.

- 15.06 An employee who is promoted to a higher job classification, as listed in Schedule "A", will not suffer any loss in wages as a result of such promotion. Such employee will be paid at the first rate on the new classification which will provide an increase over the rate the employee was paid in the former classification.

An employee moving to a job classification that bears the same rate as their existing job classification, as listed in Schedule "A", will be placed at the rate of the new job that is the same as their existing rate and they will advance on the grid according to Article 14.01.

An employee who moves to a job classification paying a lesser rate of pay, will move to the same pay level in the lower grid that gives credit in accordance with Article 14.01.

Pay on Emergency Transfer, Lower Rated Job

In an emergency situation when an employee is temporarily transferred in accordance with the terms of this Collective Agreement to a position paying a lower rate, the employee's rate shall not be reduced for the period of the temporary emergency assignment

15.07 Training Courses

The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- i. Type of course (subjects and material covered);
- ii. Time, duration and location of the course;
- iii. Minimum qualifications required for applicants.

The bulletin shall be posted for a period of two (2) weeks, or at such time as the information is received if less than two weeks before the course, to afford all interested employees an opportunity to apply for such training.

For the purposes of wages and benefits, time spent in such training shall be considered to be time worked as per normal working week.

- a) Any in-service classes where the Employer requires the employee to attend will be compensated for such time at straight time.

Forty-eight (48) hours notice will be given to all employees so affected.

The Employer recognizes that education is a continuing process. Accordingly, the Employer will allow the Union to sponsor education functions such as seminars, workshops, lectures, to be held on the Employer's premises following the regular working hours.

Both the Employer and the Union recognize their joint responsibility and commitment to provide and participate in on the job education. The Union supports the principle of employee's responsibility for their own development and the Employer will endeavour to provide programs related to the Home's need.

- b) For the purposes of payment for time worked such time shall not include travel time.

15.08 When the Employer requires training outside of working hours, it will compensate employees.

ARTICLE 16 – LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a position being declared redundant or the reduction in the regular hours of work of an employee.

16.02 Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified and has the ability to perform the work of the less senior employee. The right to bump shall include the right to bump up.

16.03 Recall Procedure

a) Prior to recalling anyone from layoff, the position must be posted as per Article 15. Employees on a layoff are entitled to apply for any job vacancies arising out of a job posting. It is agreed that any such application, or lack of application, will not remove any employees' right of recall to a position as set out in the Collective Agreement.

b) Employees shall be recalled in the order of their seniority subject to Article 16.02.

c) It shall be the duty of all employees to notify the Employer promptly, in writing, of any change of address. If an employee should fail to do this, the Employer shall not be responsible for failure of a notice to reach the employee, and any notice sent by Registered Mail to the address which appears on the Personnel Record, shall be deemed conclusively to have been received by the laid off employee.

16.04 New employees shall not be hired until those laid off have been given an opportunity of recall provided the employee to be recalled possesses the qualifications and ability to perform the work.

16.05 Advance Notice of Lay Off

Unless legislation is more favourable to the employees the Employer shall provide the following notice to employees who are to be laid off:

- Employees who have worked three (3) months or more but less than one (1) year will receive written notice of at least one (1) week.
- Employees who have worked at least one (1) year will receive written notice of at least two (2) weeks.

- Employees who have worked three (3) years or more will receive written notice of at least one (1) week for each year of employment, with a maximum required notice period of eight weeks.

ARTICLE 17 – HOURS OF WORK

17.01 (a) Full-time Employees

- i. Normal hours of work for full-time shall be seven and one-half (7½) hours per workday (this excludes a half (½) hour unpaid lunch period) and thirty-seven and one-half (37½) hours per week.
- ii. It is understood that full-time employees who are in regular schedules of less than seventy-five (75) hours can be scheduled, with their consent, additional shifts up to seventy-five (75) hours without the employer incurring overtime.
- iii. For the purpose of clarification of Article 17.01 ii, this clause will be implemented only when the part-time pool has been exhausted and consideration has been given to the overtime and turnaround clauses and any other clauses that may apply.

(b) Part-time Employees

- i. Normal hours of work for part-time shall be seven and one-half (7½) hours per workday (this excludes a half (½) hour unpaid lunch period) and seventy-five (75) hours for every two-week pay period.
- ii. At the time that the schedule is being developed, part time employees will be scheduled to work a maximum of forty-five (45) hours bi-weekly. After all employees have received forty-five (45) hours, additional hours available in the schedule will be scheduled on the basis of seniority.
- iii. After the schedule is posted, hours that become available will be assigned on the basis of seniority to those employees with less than forty-five (45) hours, and then offered to the most senior part-time employees.
- iv. In the Nursing Department, where scheduling is done by “Level”, (ii) and (iii) shall apply on that basis.

- (c) It is recognized that the Home is responsible for the safety, health, comfort and general welfare of its residents; therefore the employees recognize that they must be prepared at all times during the day or night to assist in carrying out the services of the Home.

Where a unit or department is working less than full complement, employees assigned to less than a full shift (7.5 hour), regardless of the level in which they are working, will be canvassed to stay beyond their normal shift end time to assist with resident care.

17.02 [Extended Tours](#)

The following principles will apply where extended tours are in place or are introduced for RPN's:

- a) The Employer must agree that extended tours can be introduced in the area in question.
- b) Where the extended tours are being introduced there must be majority agreement of the full-time and part-time employees.

Once the trial period is complete, there must be majority agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis.

- c) The Extended Tour may be cancelled by either party on giving them ten (10) calendar weeks' notice to the other in writing of its desire to terminate. Extended tours may be discontinued by the Union when the majority of the full-time and part-time employees so indicate by secret ballot to the Union. In any event, a meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation, and any issues related to the transition away from the extended tours.
- d) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.
- e) [Hours of Work](#)
 - i. Where employees are now working a longer daily tour, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.
 - ii. The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid meal time.
 - iii. Employees working an extended tour shall be entitled, subject to the requirements of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.

- iv. Scheduling issues will be resolved at the Labour Management meeting or through some other process as agreed by the parties.
- v. Where the Union and the Employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.
- f) Payment for bereavement leave is based on 11.25 hours for extended tours.
- g) Payment for vacation and holiday pay for full-time employees is based on the equivalent to the seven and one half (7.5) hour entitlement; Payment for working on a holiday is in accordance with Article 22.07.
- h) Shift and weekend premiums as per Article 18 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.
- i) Overtime premium as set out in Article 17 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour.
- j) Shift exchanges will be in accordance with Article 17.07.
- k) Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reason in writing.

Where an employee works an extended tour where an equal number of hours fall on the Statutory Holiday and the preceding or subsequent day, Statutory Holiday pay will be paid to whoever works the actual hours of the Statutory Holiday.

Example: An RPN assigned 1900 to 0700 shift, where the shift begins the day prior to the stat would only receive stat pay from 2400 hours to 0700 hours on the day of the stat. Likewise, the RPN that comes in at 1900 hours that evening would only receive stat pay from 1900 hours to 2400 hours. For all other shifts, the existing language will be maintained.

- 17.03 Authorized hours of work in excess of seven and one-half (7.5) hours per day or thirty-seven and one-half (37.5) hours per week shall be paid at the rate of time and one-half (1½) times the normal rate, except in rotation of shifts when only the normal rate shall be paid.

- 17.04 For the purpose of this Article, work week shall be a period of seven (7) days commencing at 7:00 a.m. Friday or the shift starting time closest thereto. The Employer undertakes to use its best effort consistent with proper management of the Home to ensure that days off may be taken consecutively.
- 17.05 Shift schedules shall be posted at least two (2) weeks in advance.
- 17.06 Full-time employees in Dietary and Environmental Services shall be given the opportunity once every two (2) years to apply for a change in their lines in their respective Departments. This opportunity shall be given in the month of December.
- 17.07 This Article replaces 17.06 only where an agreement has been reached between the parties to change the work schedule for one or more departments.
- a) Employees shall apply for a schedule by seniority.
 - b) Every new schedule shall have a trial period of twelve (12) months during which it will be assessed by both the Employer and the employees involved. A second vote will be held, and there must be agreement from the Employer, in order for the new schedule to continue. The Union shall arrange for the voting to take place. The Employer agrees to provide any information to the Union for the vote to be conducted including a list of employees and a location for the meeting, if requested.
 - c) If no agreement can be reached the department will revert to the previously agreed to schedule.
- 17.08 Employee requests for shift exchanges with other regularly scheduled employees will be considered on the following basis:
- No overtime shall result from such exchange;
 - Where the exchange of shifts is between shifts of different lengths, the cumulative effect shall not result in any full-time employee working less than sixty (60) hours bi-weekly;
 - Request must be submitted as far in advance as is reasonably possible on the forms provided by the Home;
 - Request must be approved by the Department Director or designate;
 - Request doesn't result in an insufficient number of experienced staffs on a shift;
 - Requests will not be unreasonably denied.

17.09 Rest Period / Lunch Break

- i. Employees shall be provided with a paid fifteen (15) minute rest period for each three and three quarter (3 3/4) hours of work. Such breaks shall be scheduled at the discretion of the Supervisor. Breaks may be combined, or otherwise modified, with the agreement of the employee(s) involved.
- ii. Employees shall be provided with a one-half hour (½) unpaid lunch period in each shift of five (5) hours or more, scheduled at the discretion of the supervisor. Where an employee's lunch period is interrupted every attempt will be made to reschedule such missed time, but in the event, it cannot be rescheduled the employee shall receive pay in the amount of one- and one-half times their regular rate of pay for the missed time.

17.10 Overtime

Overtime shall be deemed to be authorized work in excess of the normal hours referred to in Article 17.01.

An employee shall not be required to lay off during regular working hours to equalize any overtime worked.

- a) Where an overtime shift is to be offered to staff the following protocol shall be observed:
 - i. The overtime shift will be offered to qualified staff currently at work in order of seniority. "At Work" shall mean at work within regularly scheduled hours only;
 - ii. If the overtime shift cannot be filled in this manner it will be offered to qualified staff not at work in order of seniority;
 - iii. Staff who do not wish to work overtime must submit their request in writing to their department supervisor, once yearly, on April 1;
 - iv. Where the overtime shift to be offered is not immediately following the shift of employees currently at work, the shift will be offered to qualified staff in order of seniority.
- b) Overtime shall not be mandatory.

Notwithstanding this, in the event of an emergency employees will not unreasonably refuse a request by the Employer to work overtime.

17.11 There shall be no overtime worked in any operation while there are available employees on layoff able to perform the work.

17.12 The Employer shall keep overtime to a minimum and shall, accordingly, supply the Union with a list upon request of all employees who have worked more than twelve (12) hours a week overtime and an explanation of the circumstances.

17.13 Call Out

Employees called out to work other than their normal hours shall be paid a minimum of three (3) hours at applicable premium rates. Employees scheduled for work in error and are surplus to normal requirements and sent home because of lack of work shall be paid a minimum three (3) hours' pay.

When a scheduled employee does not appear for work, and is replaced, then later the scheduled employee appears for work; the replacement employee shall remain for the rest of the shift and the scheduled employee shall not be paid for that shift or any part thereof.

Reporting Pay

Employees who report for work as scheduled and who are in surplus of normal requirements due to scheduling error shall be expected to do work as assigned by the Employer for a minimum period of three (3) hours or shall receive pay in lieu thereof.

17.14 Turn Around Time

Employees will not be scheduled to work a shift that commences within eleven (11) hours of completing their previous shift. An employee who is scheduled in a manner that contravenes this undertaking shall be paid time and one-half (1½) their regular straight time hourly rate of pay for all hours which fall within the eleven (11) hour turnaround time.

17.15 Waiver of Premium

Part-time employees may work shifts that contravene Article 17.13 provided such shifts are worked on a voluntary basis. Accordingly, part-time employees will be asked to sign a waiver of rights to payment under Article 17.13 that indicates that if they accept a shift that contravenes Article 17.13, they will not claim any payments. Employees who do not sign such a waiver will not be offered shifts that contravene Article 17.13 as long as there are employees available who can work the shift at straight time wages.

17.16 [Payment for or Supply of Meals](#)

Employees who continue to work after a normal seven and one half (7½) hour shift shall after two (2) hours, receive a one half (½) hour unpaid rest period and be provided with a meal or an allowance of six (\$6.00) dollars if the Employer is unable to provide a meal.

17.17 When reverting from Standard to Daylight Saving Time, each employee will work six and one-half (6½) hours and will be paid accordingly. When reverting from Daylight Saving Time to Standard Time, employees will work eight and one-half (8½) hours and will be paid one (1) hour overtime.

17.18 The following Departments and Classifications shall be recognized:

DEPARTMENT	CLASSIFICATION
Nursing	H.C.A/Personal Support Worker R.P.N.
Environmental Services	Environmental Services Aide Seamstress Maintenance Person Handyperson Driver Handyperson
Dietary	Head Cook Second Cook Dietary Aide
Resident Social Services	Activation Aide Restorative Care Aide

17.19 [Block Shift Exchanges for RPNs](#)

The right to block shift exchanges applies to RPNs only:

- Request for RPNs for block shift exchanges will be as per the Temporary Change to Master Form;

- The Employer shall not deny block shift exchange requests on an ongoing basis for an extended period of time;
- The Employer agrees to review and approve individual shift exchanges subject to the Collective Agreement;
- The Union agrees that the Employer may monitor an Employee's performance in order to accurately evaluate compliance with regulations, standards and policies or for service/training purposes;
- The "monitoring" shall take place within a six (6) week period; excluding the employee's vacations and other approved absences;
- Where block shift exchanges are denied, a meeting shall be held between the Union, the Employer and the Employee involved. The Employee will be advised during that meeting of the concerns and a timeframe developed to achieve the expectations that all parties can agree.

ARTICLE 18 – SHIFT PREMIUMUS

18.01 Shift Premiums

A shift premium of fifty (50) cents per hour shall apply to all shifts in which the majority of hours are worked between 3:00 p.m. and 7:00 a.m.

Weekend Premiums

An employee shall be paid a weekend premium of \$0.25 per hour for each hour worked between 2300 hours Friday and 2300 hours Sunday effective first full pay period following ratification.

ARTICLE 19 – SICK LEAVE PROVISIONS

19.01 All full-time employees and part-time employees at the F. J. Davey Home eligible under Article 25.02(ii), after completing the probationary period shall be entitled to Sick Leave benefits as prescribed in the Insurance Company Agreement with the Employer.

The Employer agrees to pay one hundred percent (100%) of the basic premium for Weekly Indemnity coverage.

- 19.02 Any employee who is unable to report for work must notify their immediate Supervisor at least two (2) hours prior to any one (1) shift starting time. Failing to give their notification, the employee will be considered absent without leave.
- 19.03 Any employee off work due to sickness and who has no further “Weekly Indemnity” Credits shall be notified by the Employer that their benefits have been exhausted and the employee is deemed to be on a Leave of Absence due to illness up to a period not to exceed twelve (12) months. During such Leave of Absence, the employee shall not accrue additional seniority and the absence shall be without pay. Notification shall be by registered mail to the last known address.
- 19.04 Part-time employees relieving for employees in receipt of Weekly Indemnity will, on notice from the full-time employee, have their relief shifts cancelled without notice and shall not be subject to the grievance procedure.
- 19.05 When the Employer requires a medical certificate from a medical practitioner, it shall promptly reimburse the employee for the receipted amount paid for that certificate up to the current OMA fees for third party and other uninsured services for private insurance sickness forms (both original and supplemental or continuation forms) plus 10% of that suggested fee. Any charge incurred by the employee above this maximum will be the responsibility of the employee.

Where further medical information than that provided by the employee’s medical professionals is required by the Employer, the Employer will not proceed without first consulting with the Union as to the need for additional information and the method to be used to obtain it.

- 19.06 Employees will be entitled to use the balance of the sick credits to top up days where no pay is received.

Employees who could not cash out will retain fifty percent (50%) of their current accumulated banks to use for top up purposes as outlined above.

- 19.07 An employee who is absent from work as a result of an injury or illness sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period of longer than one full pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB if their claim was approved or the benefit they would be entitled to under the Weekly Indemnity Plan. Payment is available only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer should the WSIB approve the claim. Should the WSIB not approve the claim, the monies paid as an advance will be applied towards the benefits the employee would otherwise have received under the Weekly Indemnity Plan.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Preamble

If an employee's absence without pay from the Home including absences under Article 20.00, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement and the employee will become responsible for full payment of any subsidized employee benefits in which the employee is entitled to participate during the period of absence unless otherwise provided. An employee may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure the employee's continuing coverage subject to the Employer notifying the Carrier, and the availability of the coverage. Such payment shall be paid to the Employer by the 15th of the benefit month.

20.02 Pay during Leave of Absence for Union Business

- a) All requests for Union Leave shall be made in writing by the Local to the Department Director or designate, giving at least one (1) weeks' notice wherever possible. The reply shall also be in writing. There shall be a maximum of two (2) employees absent on such leave from any one department at any one time and there shall be a maximum of four (4) employees absent from the Home on such leave at any one time, unless the Employer in its sole discretion agrees otherwise. Otherwise such leave shall not be unreasonably denied.
- b) The Employer agrees that employees not exceeding one (1) in number leaving its employment for elected or appointed positions in the Canadian Union of Public Employees shall be granted leave of absence for a period of one (1) year or during their occupancy of such position, whichever is lesser.
- c) The Employer shall continue to pay wages and benefits for such employees during their absence and will be reimbursed by the Union for all such pay and benefits.

20.03 Protection during Pregnancy/Parental Leave

Pregnancy and parental leave shall be considered as a right. Accordingly, no employee shall be laid off because of pregnancy or parental leave.

For clarity, the following language is meant to reflect entitlements under the *Employment Standards Act*.

20.04 Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b) 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 service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.
- c) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.
- d) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (b) above by written notification received by the Home at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case shall be given a comparable position.

Parental Leave

Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into 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.

- a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- b) An employee who has taken a pregnancy leave above is eligible to be granted a parental leave of up to sixty-one (61) weeks duration, in accordance with the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent is eligible for a leave totaling thirty-seven (37) weeks if pregnancy leave was not also taken. In such cases the employee shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending

adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

- c) The employee shall be reinstated to their former position, unless their former position has been discontinued, in which case they shall be given a comparable job.

Credits for service and seniority shall accumulate while the employee is on a parental leave on the basis of what the employee's normal regular hours of work would have been.

20.05 Citizenship Leave

An employee shall be allowed one (1) day with pay to attend the formal hearing to become a Canadian Citizen.

20.06 Education Leave

The Employer agrees that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, the Employer agrees that employees with five (5) years employment who wish to further their education in a course related to their employment, may be permitted up to one (1) year of education leave without pay. Applications should be made, in writing, as far in advance as possible. Such leave shall not be unreasonably withheld. Such leave may be extended once for a further period of up to one year.

20.07 Pall Bearer Leave

One (1) day of leave without pay shall be granted to attend a funeral or celebration of life as a pall bearer.

20.08 Bereavement Leave

- a) Upon the death of an employee's spouse (including common law and same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of four (4) consecutive calendar days without loss of pay, commencing the day following the date of said death.
- b) 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, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) consecutive calendar days without loss of pay, commencing the day following the date of said death.
- c) It is agreed that pay for such leaves of absence is limited to the days actually missed from work as per the employee's scheduled working days. Where an employee

indicates to the employer that they will be unable to attend the funeral of a person set out above because it falls outside the three- or four-day limit as the case may be, the employee may bank one of the days that would otherwise have been a scheduled day to use to attend the funeral without loss of pay.

- d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of the employee's aunt or uncle, niece or nephew.
- e) An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay or vacation pay except as modified in (h) below.
- f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.
- g) For clarification purposes: Where an employee has worked in excess of one-half (1/2) of a scheduled shift and where they receive notice of the death of a family member, they will be paid for the actual hours worked on that shift and the bereavement will commence on the next calendar day.
- h) Where an employee's scheduled vacation is interrupted due to a death of a parent, spouse, sibling, or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.

20.09 General Leave

An employee may be granted a leave of absence without pay upon request in writing to the employee's supervisor. Unless it is not reasonably possible to do so, such request shall be in writing and shall be received by the Employer at least fourteen (14) days in advance of commencement of such leave. The request shall include the reason for the absence. The Employer's decision will be communicated to the employee in writing. Such request shall not be unreasonably withheld.

General leave of absence applications will not be considered if the employee has vacation days remaining in the bank. The application will still be reviewed as a general leave application.

20.10 Paid Jury or Court Witness Duty Leave

Time will be allowed with no loss of pay to a maximum of ten (10) scheduled shifts per event for an employee called for jury duty, coroner's inquest or subpoenaed for a Crown witness. In such incidence, the employee will receive full pay from the Employer and in turn will turn over to the Employer all remuneration, with the exception of the meal, accommodation and travel allowances, received for jury duty or witness service.

ARTICLE 21 – PAYMENT OF WAGES

21.01 Pay Days

The Employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto, unless otherwise agreed to by the parties. On each pay day each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

All employees covered by this agreement will be paid by direct deposit every second (2nd) Thursday. Should a statutory holiday fall on Thursday or Friday of pay week then cheques will be deposited into accounts the day prior. There will be a two (2) week hold back in wages that will be paid in full on termination of employment.

ARTICLE 22 – PAID HOLIDAYS

22.01 Full-time employee's holidays shall be on the day which fall:

- | | | |
|------------------|---------------------|--------------------------|
| 1. New Years Day | 5. Canada Day | 9. Remembrance Day |
| 2. Good Friday | 6. Civic Holiday | 10. Christmas Day |
| 3. Family Day | 7. Labour Day | 11. Boxing Day |
| 4. Victoria Day | 8. Thanksgiving Day | 12. Floating Holiday (1) |

provided an employee who is scheduled to work on a Holiday and who fails to report for work thereon shall not receive Holiday Pay.

Employees requesting a holiday or floating day shall apply in writing two (2) weeks in advance of the posting of the schedule for the period the employee wishes to absent themselves. If the floating Holiday is not requested by November 1 the supervisor will schedule the holiday. In order to qualify for the floating holiday, the employee must have been in a full-time capacity on or before November 1 of the year in which they become a full-time employee. In the event another day is proclaimed as a holiday, the parties agree to meet to determine which day in the list will be replaced.

New employees shall receive four percent (4%) of gross wages paid in each pay period in lieu of holidays provided under 22.01(a) and the *Employment Standards Act* until such time that they have completed their probationary period, after which Article 25 (Benefits) shall apply.

22.02 When work is required on a Holiday, full-time employees are under obligation to work just as on any other day.

- 22.03 Employees who work on any of the above tabulated Holidays shall be paid at the rate of time and one-half ($\frac{1}{2}$) for the work performed on such day. In addition, full-time employees who otherwise qualify are entitled to holiday pay. However, a full-time employee may be granted a day off without pay at some mutually agreed day within the period from ten (10) days prior to or fifty (50) days after the Statutory Holiday.
- 22.04 a) To qualify for payment of any Holiday as listed in Clause 22.01 (a), a full-time employee must have worked the scheduled working day previous to the Holiday and the scheduled working day following the Holiday unless off for illness or other approved absence.
- b) Employee's in receipt of weekly indemnity benefits through the Employer's plan shall receive an allowance based on the following formula: Employees receiving seven (7) day weekly indemnity pay-out will receive twenty-five percent (25%) of their normal daily rate for the holiday. Employees receiving less than a seven (7) day weekly indemnity pay-out will receive an allowance equal to the difference between their normal daily rate and the amount received from the insurance company for that day.
- c) An employee may be requested to and shall provide, a medical certificate where under the circumstances it is reasonable to do so.
- 22.05 All full-time employees whose annual vacation period includes one (1) of these Holidays as outlined in 22.01 (a) and (b) shall be entitled to an extra day with pay as may be arranged.
- 22.06 Statutory Holidays as listed above, which fall on an employee's regular day off may be rescheduled as a day off without pay at a time mutually agreed between the employee and their Supervisor within the period from ten (10) days prior to or fifty (50) days after the Statutory Holiday.
- 22.07 Employees shall receive payment for Statutory Holidays for the shift which has the majority of hours on the Statutory Holiday.

ARTICLE 23 – VACATION

- 23.01 An employee will accrue vacation at the rate of one-and-one quarter ($1\frac{1}{4}$) days per month for each month of service from their date of hire until December 31st following, to a maximum of ten (10) calendar days vacation. Vacation pay of four percent (4%) of the total wages shall be paid to such employees since date of hire. This is the employee's vacation entitlement for the year following.

23.02 Thereafter, full-time employees with continuous service as of their anniversary date following their first full year of employment shall receive:

More than 1 Year but less than 2 Years	2 Weeks
2 Years but less than 7 Years	3 Weeks
7 Years but less than 12 Years	4 Weeks
12 Years but less than 16 Years	5 Weeks
16 Years but less than 20 Years	6 Weeks
20 Years or more	7 Weeks

Full-time employees who work less than 1538 hours in any calendar year following the first full year of employment shall receive vacation pay based on:

1 Year but less than 2 Years	2 Weeks – 4%
2 Years but less than 7 Years	3 Weeks – 6%
7 Years but less than 12 Years	4 Weeks – 8%
12 Years but less than 16 Years	5 Weeks – 10%
16 Years but less than 20 Years	6 Weeks – 12%
20 Years or more	7 Weeks – 14%

Part-time employees will receive vacation pay on each pay period based on a Percentage of gross wages in that pay period as follows:

1 Year but less than 2 Years	2 Weeks Leave – 4%
2 Years but less than 7 Years	3 Weeks Leave – 6%
7 Years but less than 12 Years	4 Weeks Leave – 8%
12 Years but less than 16 Years	5 Weeks Leave – 10%
16 Years but less than 20 Years	6 Weeks Leave – 12%
20 Years or more	7 Weeks Leave – 14%

Part-time vacation time shall be in accordance with Article 23.03.

- i. When calculating the above noted 1538 hours, periods of time off for vacations shall be included.
- ii. Part-time employees with more than one year's service are required to take a minimum of two (2) weeks' vacation each year. Part-time employees who have worked less than one thousand and one hundred and seventy (1170) hours in the previous year who are entitled to more than two (2) weeks' vacation may elect to take all or part, of the vacation time in excess of two (2) weeks in any given year as time off. Such election will be made in writing to the Supervisor on or before February 14th of each year. Notwithstanding the election to not take vacation time, the employee will continue to be entitled to their full vacation pay in accordance with their service as set out above. Part-time employees who have worked more than one thousand one hundred and seventy (1170) hours in the previous year who are entitled to more than two (2) weeks' vacation must take their full vacation allotment.

23.03 Union representatives will arrange to meet with employees to submit suggested vacations before February 14th of each year. The Employer agrees to pay for any loss of wages for those members of the Union who attend those meetings where such member has lost scheduled work time as a result of attending the meetings. The Employer will post the approved vacation schedule prior to February 28th. The Employer will attempt to grant preference of vacation time as requested on a seniority basis. In the Nursing Department, where staffing is done by "Level", vacation will be granted by Level Seniority. In the interest of the operation of the Home, the final decision regarding vacation rests with the Employer. Employees shall not be restricted in preference of time off for vacations between December 15th and January 15th. Notwithstanding the preceding protocol, vacation requests for the period prior to February 28th will be dealt with on a first come, first served basis.

Only 20 days' vacation shall be allowed during prime time (June 15th to September 15th). Any vacation not submitted by the employee will be scheduled by the Employer.

Sixty (60) days after the posting of the vacation schedule, any unfilled openings are available to all employees. Such applications must be received within ten (10) days of the sixty (60) day period. If two (2) or more employees apply, the most senior qualified employee will be allowed to change. Only one (1) change will be permitted and such move shall be limited to the original schedule.

23.04 Employees shall receive their vacation in an unbroken period unless otherwise agreed between the employee and the Employer. For clarification purposes, one (1) week of vacation is equal to seven (7) calendar days which includes the normal two (2) days off. One (1) week may be taken in periods of less than five (5) days with mutual consent and with written notice at least two (2) weeks in advance of the posting, except in an emergency.

Those employees who wish to take one (1) week periods of less than five (5) days must indicate their desire to do so on a vacation request form by February 1st of each year when vacation requests are submitted.

The parties agree to allow employees to take an additional week's vacation entitlement in blocks of fewer than five (5) days subject to the criteria set out in 23.04. This right applies to employees with four (4) or more weeks of vacation entitlement. In no case can a request for vacation of less than five (5) days prevent another employee from taking a full week's vacation. All split vacation days must be requested by September 1st. If the employee fails to request vacation days off, the Employer will pay out these days.

- 23.05 Regular part-time employees, willing and qualified to do the work, covered by the terms of this Collective Agreement, shall be given first opportunity to replace on all shifts open due to vacation scheduling, provided the Employer can meet its scheduling obligations under the Agreement.
- 23.06 Full-time employees changing to part-time shall carry existing vacation credits with them and shall then accumulate on the basis of actual hours paid.

In the case of part-time employees, Articles 23.01 and 23.02 shall be calculated in actual hours paid (1950 hours = 1 year) and awarded at the time the hours are reached. Employees can ask at the business office for their accumulated hours.

ARTICLE 24 – PENSION PLAN

- 24.01 All full-time employees as a condition of employment must enroll in the OMERS Pension Plan. Part-time employees who qualify under the OMERS Plan may join such plan. Contributions by the employee and the Employer shall be made in accordance with the appropriate legislation and the terms of the OMERS Plan.

ARTICLE 25 – BENEFITS

25.01 The Employer agrees to contribute to the cost of the following benefit plans for full-time employees:

Life Insurance 2X Salary (Effective April 1, 2021)	100% Paid by the Employer
Effective March 1, 2019 Vision Care \$300/24 months (includes one eye examination/ 2 years)	100% Paid by the Employer
Extended Health Care	80% Paid by the Employer
Dental Blue Cross #9 ODA Minus one (1) Year	80% Paid by the Employer

25.02 The Employer agrees to contribute the following for full-time employees:

Weekly Indemnity	100% Paid by the Employer
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- i. All part-time employees who have completed the probationary period (65 shifts) shall receive fourteen percent (14%) in lieu of benefits (Sick Leave – Article 19, Holiday Pay – Article 22, and Health and Welfare Benefits – Article 25) and will be in addition to the regular straight time hourly rate of pay. It will not form part of the employee’s regular hourly rate for any purposes and will be paid on each regular hour paid.
- ii. Where an employee is on Sick Leave collecting seventy-five percent (75%) from the Insurance Company, the benefit coverage outlined in Article 25.01 will continue in force with the understanding that the twenty percent (20%) outlined in Article 25.01 will be paid by the employee in manner agreed to by the employee and the Employer.

25.03 Present full-time employees may only join on the anniversary date of the Plan. New eligible employees may join after the probationary period (65 shifts).

25.04 [Generic Drug Substitution](#)

The extended health care plan at the F. J. Davey Home will only pay for the cost of a generic drug unless the employee's physician has specified that a generic drug is not to be substituted for a brand name drug.

[Prescribed Drugs](#)

Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent version of the drug, unless there is a documented adverse reaction to that drug or unless the beneficiary's doctor stipulates that the lowest price drug is not an alternative, in which case the reimbursement will be for the prescribed drug.

25.05 [Orthotic Coverage](#)

Cap on orthotic coverage to reflect coverage for two (2) pairs every thirty (30) months to a maximum of \$400.00 per pair.

25.06 [Private Duty Coverage](#)

Cap of \$10,000.00 per year per individual for private duty coverage.

25.07 [Dental Benefits](#)

The dental plan will only pay for Fluoride treatments for those eighteen (18) years of age and under. Recall appointments will be nine (9) months for those over the age of eighteen (18).

25.08 [Benefits – Post Age 71](#)

All employees receiving health and welfare and pension benefits from the Employer will cease to receive such benefits at the age of seventy-one (71) and shall thereafter receive payment in lieu of benefits as set out in Article 25.02 (i).

25.09 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are substantively the same. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. Upon request by the Union, the Employer shall provide to the Union full details of the benefit program contracted for and in effect for the employees covered herein when a change in carrier is being proposed.

ARTICLE 26 – JOB DESCRIPTION, CLASSIFICATION AND EVALUATION

26.01 Copies of job descriptions shall be kept up-to-date and be readily available to employees.

26.02 Modified Job Duties

The parties recognize their responsibilities to make reasonable attempts to accommodate disabled employees. Therefore, this agreement will be interpreted in such a way as to allow for such accommodation.

It is agreed and understood that jobs so created are incumbent specific, need not be posted, and will not be filled when vacated by the incumbent for which the job was designed. Nor will such jobs appear on "Schedule A".

The parties are jointly committed to re-integrating employees who have suffered a temporary/permanent full or partial injury or illness back into the workplace as required by the Human Rights Code. The parties will work together to identify work suitable for employees returning to work and requiring accommodation.

The parties agree that employees, who have been off work due to injury, accident or illness, resulting in temporary/permanent impairment or handicap as defined in the *Human Rights Code*, shall be returned to active employment as quickly as possible.

The Employer shall notify the Union of the names of all bargaining unit employees off work due to work related injury (whether or not in receipt of Workplace Safety and Insurance Board benefits (WSIB)).

The Employer shall notify the Union of the names of all bargaining unit employees off work due to illness or injury (whether or not in receipt of Short-Term Disability (W. I.) where the bargaining unit employee identifies and initiates a request for employment accommodation.

The Employer agrees to supply the Union with a copy of the Workplace Safety and Insurance Board (WSIB) Form 7 at the same time the form is sent to the Board.

The Employer recognizes the responsibility of the Union to participate in the return to work process and agrees that all bargaining unit members seeking return to work shall be represented by the Union.

Bargaining unit employees are responsible for identifying needs and initiating requests for employment accommodation and participating in the planning and implementation of their own employment accommodation. Employment accommodation shall be determined on an individual basis.

Prior to any bargaining unit employee returning on a modified work program, the Employer agrees to notify the Union and the matter will be reviewed and discussed at a Return to Work meeting.

Any requests for medical information (initial or subsequent) shall be addressed with the bargaining unit employee seeking employment accommodation.

The Union shall provide the Employer with a list of names and contact information for recognized WSIB Union representatives.

Mandate

The purpose of the meeting is to review the employment possibilities of these employees and to identify positions to which those employees could return, with or without modification(s).

During the meeting, the Parties will consider the employee's ability to return to work, their work limitations as determined by supporting medical information and other expert opinions and will identify work areas that could accommodate the employee's capabilities. The accommodation plan shall be reviewed with the employee, the Employer representative and a recognized WSIB Union representative. The Union shall receive a copy of all return to work/modified work plans. Such discussions shall remain confidential to the committee.

Process

The parties agree that they will attempt to accommodate employees in the following manner and sequence:

- a) In the employee's current position, with or without modification;
- b) In a suitable vacant position at the same level and classification, with or without modification;
- c) In a suitable vacant position at a different level and classification, and the employee possesses the necessary qualifications, with or without modification;
- d) Where a suitable vacant position is not available, the Employer will comply with the duty to accommodate up to the point of undue hardship and in accordance with the *Human Rights Code*.

ARTICLE 27 – GENERAL

27.01 Uniforms

When the Employer requires a full-time or a regular part-time employee to be in uniform, a compensating allowance shall be paid to each such employee on each pay cheque in the amount of seven (7) cents per paid hour.

“Paid hours” will include hours spent on leaves of absence paid by the Employer and hours during which an employee is in receipt of sick leave pay.

At the discretion of the Employer, the employees may be required to supply uniforms in a quality and style deemed appropriate by the Employer.

27.02 The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.03 During the life of this Agreement the parties agree there will be no strike or lockout as defined in the *Ontario Labour Relations Act*.

27.04 All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the balance of the agreement shall not be invalidated.

27.05 Health & Safety

The parties agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness. The parties recognize their rights and responsibilities in accordance with the Occupational Health and Safety Act.

27.06 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally to a maximum of one thousand (\$1,000.00) dollars.

ARTICLE 28 – WAGES

28.01 For the period of April 1, 2019 to March 31, 2022, wages shall be paid in accordance with the Schedule of Rates attached and described as Schedule A.

General Wage Increase

April 1, 2019	1.0% across the board
April 1, 2020	1.0% across the board
April 1, 2021	1.0% across the board

Retroactivity

Increases to Schedule A shall be retroactive to April 1, 2019. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between April 1, 2019 and ratification, they shall be entitled to a pro-rated amount of such payments.

The Employer will endeavour to provide all retroactivity payments within sixty (60) days of the Interest Arbitration Award and/or receiving written notice of ratification. If retro is not paid within ninety (90) days, then thereafter interest will be paid.

All retroactivity will be paid on all hours paid on a separate cheque and shall be provided with a detailed statement of retroactivity on all hours paid.

All former employees shall be sent notice by the Employer at their last known address on file and will have thirty (30) calendar days from the date the notice is sent to claim retroactivity payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 29 – DURATION OF AGREEMENT

29.01 The provisions of this Agreement shall be effective April 1, 2019 and remain in effect until March 31, 2022, and from year to year thereafter unless either party gives notice in writing of their desire to amend same within a period of not more than ninety (90) days and not less than sixty (60) days previous to the expiry date.

When such notice is given, the parties shall meet within thirty (30) days to exchange amendments and no other items will be eligible for negotiations of amendments thereto.

SIGNED in Sault Ste. Marie, Ontario, this 23 day of April, 2021.

FOR THE EMPLOYER

FOR THE UNION

Sean Conroy - EDON
[Signature]

[Signature]
Laurin Heston
A. J. Le
Vincent Assiour
Laura Oelberty

SCHEDULE "A"

For employees who were hired after February 5, 2019:

WAGE SCALE CUPE LOCAL 4685 - F.J. DAVEY HOME												
	01-Apr-18			01-Apr-19			01-Apr-20			01-Apr-21		
				1.00%			1.00%			1.00%		
CLASSIFICATION	Start	1 Year	2 Year	Start	1 Year	2 Year	Start	1 Year	2 Year	Start	1 Year	2 Year
NURSING												
HCA / PSW	\$18.81	\$19.86	\$20.90	\$19.00	\$20.06	\$21.11	\$19.19	\$20.26	\$21.32	\$19.38	\$20.46	\$21.53
RPN	\$23.72	\$25.01	\$26.31	\$23.96	\$25.26	\$26.57	\$24.20	\$25.51	\$26.84	\$24.44	\$25.77	\$27.11
DIETARY												
Head Cook	\$19.64	\$20.73	\$21.82	\$19.84	\$20.94	\$22.04	\$20.04	\$21.15	\$22.26	\$20.24	\$21.36	\$22.48
Second Cook	\$18.49	\$19.52	\$20.55	\$18.67	\$19.72	\$20.76	\$18.86	\$19.92	\$20.97	\$19.05	\$20.12	\$21.18
Dietary Aide	\$17.70	\$18.68	\$19.66	\$17.88	\$18.87	\$19.86	\$18.06	\$19.06	\$20.06	\$18.24	\$19.25	\$20.26
Dietary Aide (FSW)	\$17.79	\$18.78	\$19.77	\$17.97	\$18.97	\$19.97	\$18.15	\$19.16	\$20.17	\$18.33	\$19.35	\$20.37
ENVIRONMENTAL SERVICES												
Environmental Services Aide	\$17.70	\$18.68	\$19.66	\$17.88	\$18.87	\$19.86	\$18.06	\$19.06	\$20.06	\$18.24	\$19.25	\$20.26
Seamstress	\$17.95	\$18.95	\$19.94	\$18.13	\$19.14	\$20.14	\$18.31	\$19.33	\$20.34	\$18.49	\$19.52	\$20.54
Maintenance Person	\$21.48	\$22.67	\$23.87	\$21.69	\$22.90	\$24.11	\$21.91	\$23.13	\$24.35	\$22.13	\$23.36	\$24.59
Handyperson	\$19.64	\$20.73	\$21.82	\$19.84	\$20.94	\$22.04	\$20.04	\$21.15	\$22.26	\$20.24	\$21.36	\$22.48
Driver Handyperson	\$18.37	\$19.39	\$20.41	\$18.55	\$19.58	\$20.61	\$18.74	\$19.78	\$20.82	\$18.93	\$19.98	\$21.03
RESIDENT SOCIAL SERVICES												
Activation Aide	\$18.48	\$19.51	\$20.54	\$18.66	\$19.71	\$20.75	\$18.85	\$19.91	\$20.96	\$19.04	\$20.11	\$21.17
Restorative Care Aide	\$19.64	\$20.73	\$21.82	\$19.84	\$20.94	\$22.04	\$20.04	\$21.15	\$22.26	\$20.24	\$21.36	\$22.48
	90%	95%										

* Wage scale increases will commence on the first date of the effected pay period.

For employees who were hired prior to February 5, 2019:

WAGE SCALE CUPE LOCAL 4685 - F.J. DAVEY HOME												
	01-Apr-18			01-Apr-19			01-Apr-20			01-Apr-21		
				1.00%			1.00%			1.00%		
CLASSIFICATION	Start	1 Year	2 Year	Start	1 Year	2 Year	Start	1 Year	2 Year	Start	1 Year	2 Year
NURSING												
HCA / PSW	\$19.70	\$20.32	\$20.90	\$19.90	\$20.52	\$21.11	\$20.10	\$20.73	\$21.32	\$20.30	\$20.94	\$21.53
RPN	\$24.75	\$25.59	\$26.31	\$25.00	\$25.85	\$26.57	\$25.25	\$26.11	\$26.84	\$25.50	\$26.37	\$27.11
DIETARY												
Head Cook	\$21.27	\$21.63	\$21.82	\$21.48	\$21.85	\$22.04	\$21.69	\$22.07	\$22.26	\$21.91	\$22.29	\$22.48
Cook	\$19.78	\$20.19	\$20.55	\$19.98	\$20.39	\$20.76	\$20.18	\$20.59	\$20.97	\$20.38	\$20.80	\$21.18
Dietary Aide	\$18.94	\$19.29	\$19.66	\$19.13	\$19.48	\$19.86	\$19.32	\$19.67	\$20.06	\$19.51	\$19.87	\$20.26
Dietary Aide (FSW)	\$19.05	\$19.39	\$19.77	\$19.24	\$19.58	\$19.97	\$19.43	\$19.78	\$20.17	\$19.62	\$19.98	\$20.37
ENVIRONMENTAL SERVICES												
Environmental Services Aide	\$18.94	\$19.29	\$19.66	\$19.13	\$19.48	\$19.86	\$19.32	\$19.67	\$20.06	\$19.51	\$19.87	\$20.26
Seamstress	\$18.94	\$19.65	\$19.94	\$19.13	\$19.85	\$20.14	\$19.32	\$20.05	\$20.34	\$19.51	\$20.25	\$20.54
Maintenance Person	\$23.42	\$23.58	\$23.87	\$23.65	\$23.82	\$24.11	\$23.89	\$24.06	\$24.35	\$24.13	\$24.30	\$24.59
Handyperson	\$21.21	\$21.60	\$21.82	\$21.42	\$21.82	\$22.04	\$21.63	\$22.04	\$22.26	\$21.85	\$22.26	\$22.48
Driver Handyperson	\$20.18	\$20.28	\$20.41	\$20.38	\$20.48	\$20.61	\$20.58	\$20.68	\$20.82	\$20.79	\$20.89	\$21.03
RESIDENT SOCIAL SERVICES												
Activation Aide	\$19.51	\$19.85	\$20.54	\$19.71	\$20.05	\$20.75	\$19.91	\$20.25	\$20.96	\$20.11	\$20.45	\$21.17
Restorative Care Aide	\$20.85	\$21.34	\$21.82	\$21.06	\$21.55	\$22.04	\$21.27	\$21.77	\$22.26	\$21.48	\$21.99	\$22.48

* Wage scale increases will commence on the first date of the effected pay period.

LETTER OF UNDERSTANDING #1

BETWEEN

F.J. DAVEY HOME
(The Employer)

AND

CANADIAUN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4685
(The Union)

RE: CONTRACTING OUT

The Employer acknowledges its right to contract out work is subject to the restrictions as set out in Article 3.02 of the Collective Agreement.

The Employer acknowledges that members of the bargaining unit at the F. J. Davey Home have the skills and ability to do certain maintenance work that the Employer might consider contracting out from time to time.

The Employer also acknowledges that both parties benefit when such work can be done by these bargaining unit members.

In recognition of the acknowledgement in paragraph (2) above, the Employer agrees that where a situation arises where it is considering the contracting out of work that is of a nature that is work or services performed by the employees, it shall offer such work to bargaining unit members on the following basis:

- i. The bargaining unit members are available to do the work in the time required by the Employer and at a cost that does not exceed the cost of contracting the work out;
- ii. The volume and nature of work can be performed by the number of bargaining unit members available to do the work required;
- iii. The work can be done safely, and to the standard required by the Employer, or by any regulating body who might have cause to examine the work;
- iv. The offering of the work to the bargaining unit member(s) does not adversely affect the regular schedule or duties to which the member would otherwise have been assigned, unless agreed to by the Employer.

- v. This letter will operate under the expiry date of the end of the term of this Collective Agreement. The Union accepts the Employers undertaking to apply the criteria in this letter in good faith, to the benefit of the members of the Union. Accordingly, there will be no grievances filed in respect of this Letter. The parties agree to add to the Labour/Management Agenda any concerns in relation to this letter for discussion.

SIGNED in Sault Ste. Marie, Ontario, this 23 day of April, 2021.

FOR THE EMPLOYER

Sten Embury RN Udon
[Signature]

FOR THE UNION

[Signature]
Laurie Heslop
A. [Signature]
Ume [Signature]
Laura Delbert

LETTER OF UNDERSTANDING #2

BETWEEN

F.J. DAVEY HOME
(The Employer)

AND

CANADIAUN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4685
(The Union)

RE: EXCESS WEEKLY HOURS OF WORK AND OVERTIME AVERAGING

CUPE agrees that the Employer may exceed the hours of work limitations set out in *section 17(1)(b) of the Employment Standards Act, 2000*, but only for the following purpose and to the following extent:

- a) The Union agrees to average such scheduled hours to allow for a workable master rotation or schedule over a standard six (6) week period. Such schedules are designed to provide an average of 37.5 hours per week for full-time employees and an average of no more than 75 hours in two weeks for part-time employees.
- b) The Union agrees to average such scheduled hours over the same six (6) week period for the purpose of determining the employee's entitlement, if any, to overtime pay under section 22 of the Act. This agreement does not apply to any combination of hours which includes hours not on the master rotations or schedules. For example, if an employee has worked 56.25 hours in one week according to the master rotation, nothing in this agreement would disentitle them to ESA overtime for any additional hours worked that week. Nothing else in this agreement affects an employee's rights under section 22.
- c) The master rotations or schedules referred to above must be approved by the employees working in the relevant area at the time the rotation or schedule is introduced.
- d) The Union agrees that employees may be asked to work more than their regular scheduled hours in a work day, up to the limits set out in section 18(1) of the Act. Each employee has the right to refuse the request, subject to the emergency provisions of section 19 of the Act.

- e) The Union agrees that employees may be asked to work hours which provide less than eight hours free from the performance of work between shifts even if the total time worked on successive shifts exceeds 13 hours. Each employee has the right to refuse the request, subject to the emergency provisions of section 19 of the Act.
- f) The Union agrees that employees may be asked to work additional hours to those on their master rotations or schedules, such that they may work more than 48 hours in a week up to a limit of 56.25 hours in a week. Each employee has the right to refuse the request, subject to the emergency provisions of section 19 of the Act.
- g) This Letter of Understanding shall form part of the Collective Agreement.

SIGNED in Sault Ste. Marie, Ontario, this 23 day of April, 2021.

FOR THE EMPLOYER

Franklin R. Gordon
[Signature]

FOR THE UNION

[Signature]
Laurie Heston
[Signature]
Urie Arif
Laura Delberty

LETTER OF UNDERSTANDING #3

BETWEEN

F.J. DAVEY HOME
(The Employer)

AND

CANADIAUN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 4685
(The Union)

[RE: WAGE GRID CORRECTION](#)

Whereas the parties agree that the current wage grid increments/steps per classification has inconsistent wage differentials for a considerable number of years;

And whereas the parties agreed during negotiations to explore a wage increment correction to the current wage grid to correct the inconsistency;

And whereas the parties agree that current employees moving through the wage increments at the Start and Step 1 rate will continue to be paid under the current wage grid (not the corrected wage increment wage grid) until they reach the Step 2 rate;

And whereas the inconsistent wage grid differentials resulted in internal inequities during the 2013 to 2016 Collective Agreement;

And whereas this inconsistency resulted in the Head Cook, Second Cook, Restorative Care and Activation Aide Classifications to be paid less than their male comparator over certain steps of the grid;

And whereas the parties agree to pay a lump sum “retroactivity” to any employee who has worked in the position since April 1, 2013 of \$500.00 in the Head Cook, Second Cook, Restorative Care and Activation Aide Classifications for the period April 1, 2012 to March 31, 2016 to compensate the incumbents for the inequity on a without prejudice basis;

And whereas moving forward newly hired employees as of the date of ratification will be paid in accordance with the correct wage increment grid;

And finally, the above process will correct the wage increment grid moving forward and any further wage increases will be applied to the Step 2 rate 1st, the Step 1 rate will be 95% of the Step 2 rate; and the Start rate will be 90% of the Step 2 rate.

The corrected wage grid will form part of the Collective Agreement along with the updated wage grid.

SIGNED in Sault Ste. Marie, Ontario, this 23 day of April, 2021.

FOR THE EMPLOYER

Sean Conley RN Edon
[Signature]

FOR THE UNION

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