

VILLA LEONARDO GAMBIN CENTRE
(the “Employer”)

and

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA

LIUNA LOCAL 3000
(the “Union”)

January 1, 2020 to December 31, 2022

Table of Contents

ARTICLE 1 - PURPOSE 3

ARTICLE 2 - RECOGNITION 3

ARTICLE 3 – DEFINITIONS 3

ARTICLE 4 - NO DISCRIMINATION 4

ARTICLE 5 - NO STRIKE, NO LOCKOUT 4

ARTICLE 6 - UNION SECURITY 4

ARTICLE 7 - UNION REPRESENTATION 6

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION 9

ARTICLE 9 - MANAGEMENT RIGHTS 13

ARTICLE 10 - ACCESS TO FILES 13

ARTICLE 11 – SENIORITY 14

ARTICLE 12 - LEAVES OF ABSENCE 21

ARTICLE 13 - HOURS OF WORK 25

ARTICLE 14 - PREMIUM PAYMENT 26

ARTICLE 15 - PAID HOLIDAYS 28

ARTICLE 16 – VACATIONS 30

ARTICLE 17 – SICK LEAVE 32

ARTICLE 18 – HEALTH AND WELFARE BENEFITS 32

ARTICLE 19 – MISCELLANEOUS 37

ARTICLE 20 – EDUCATION 37

ARTICLE 21 – WAGES 38

ARTICLE 22 - TERMINATION AND RENEWAL 39

Schedule ‘A’ 41

Registered Staff Addendum 43

Letters of Understanding (1) 44

RE: Bill 124 47

ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for on-going means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory salaries, hours of work and other conditions of employment in accordance with the provisions of this Agreement.
- 1.02 It is recognized that employees wish to work together with the Employer to secure the best possible care and health protection for residents.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent of all employees employed by Villa Leonardo Gambin, in the city of Woodbridge, save and except supervisors, those persons ranked above Supervisors, Nurse Managers, Educators, coordinator, office and Clerical as well as the Maintenance Worker.

Restorative care coordinator is out of the bargaining unit while the Restorative Care Aide aid is in.

ARTICLE 3 – DEFINITIONS

- 3.01 A "Full-time Employee" is an employee who is regularly scheduled to work seventy-five (75) hours bi-weekly.
- 3.02 A "Permanent Part-time Employee" is an employee who regularly scheduled to work less than seventy-five (75) hours bi-weekly and more than 52.5 hour bi-weekly.
- 3.03 A Part-time Employee is an employee who is regularly scheduled to work less than fifty-two and one half (52.5) hours bi-weekly.
- 3.04 A Casual Employee is an employee who normally has no scheduled hours and is available for call in and relief work and are available to work at least one weekend a month.

- 3.05 A “student” employee is an employee who is in full time attendance at a recognized educational institute and is between the ages of 16 and 25. Students shall not qualify for benefits, regardless of the number of hours they work, nor will they qualify for in lieu premiums.
- 3.06 Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.
- 3.07 Wherever the term Union Representative is used in this Agreement it shall mean any employee working for and/or on the active payroll with the Union. Union representative shall mean and include Business Agent, International Representative, etc.
- 3.08 The employer agrees it will not enter into any arrangement or contract with those employees for whom the Union has bargaining rights, either individually or collectively, which will conflict with any of the provisions of this agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise, where to do so would be contrary to the Ontario *Human Rights Code*.
- 4.02 The Union agrees that there will be no Union activity, solicitation for membership, or collection of Union dues on Employer premises or during working hours except with the written permission of the Employer or as specifically provided for in this Agreement.
- 4.03 It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement and the parties agree to abide by the Ontario *Human Rights Code*.

ARTICLE 5 - NO STRIKE, NO LOCKOUT

- 5.01 The Union agrees that there shall be no strike and the Employer agrees that there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the Ontario *Labour Relations Act*.

ARTICLE 6 - UNION SECURITY

- 6.01 The Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly Union dues and assessments designated by the Union. Assessments may include remittances to the Labourers' International Union of North America, Local 3000.
- 6.02 Such dues shall be deducted bi-weekly and remitted to the Union by the fifteenth (15) day of the month following the month in which they were deducted.
- 6.03 Such dues shall be deducted from each pay and, in the case of newly employed persons, such deductions shall commence on their first full pay following their first day of work.
- 6.04 In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.
- 6.05 In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their social insurance numbers, department and full address.

The names of newly hired or terminated employees will be identified along with the start date or termination date.

- 6.06 The amount of regular monthly dues and assessments shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 6.07 The Employer agrees that an officer of the Union or a representative of the Union shall be allowed a reasonable period not to exceed fifteen (15) minutes during regular working hours to interview newly employed employees during their probationary period. During such interviews, membership forms may be provided to the employee. These interviews shall be scheduled in advance by the Employer and may be arranged collectively or individually.

6.08 Contracting Out

The Employer shall not contract out any work normally performed by members of the bargaining unit, however, contracting out to an Employer who is organized who would employ the employees of the bargaining unit, who would otherwise be laid off, with similar terms and conditions of employment is not a breach of this agreement.

6.09 Work of the Bargaining Unit

- a) Employees not covered by the terms of this Agreement will not perform any duties which are normally performed by members of the bargaining unit, if such performance of

said work results in a layoff of regular full and part time employees. This does not apply in emergencies or when regular employees are not available to work at non overtime rates of pay.

b) This article shall not prevent residents or their designate from making arrangements for private care providers or publicly funded service delivery (VON, Homecare), private duty or companion care. Such service(s) is between the resident and or designate and the provider and shall not be viewed as a violation of the Collective Agreement.

ARTICLE 7 - UNION REPRESENTATION

- 7.01
- a) The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer. Granting or not granting permission shall not be the subject of a grievance.
 - b) The Union shall keep the Employer notified in writing of the names of the employee representatives and/or Committee members and Officers of the Local Union appointed or selected under this Article as well as the effective date of their respective appointments.
 - c) The Employer agrees to give representatives of the Union access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with management. Such representatives shall have access to the premises only with the approval of management, which will not be unreasonably withheld for this purpose.

7.02 Steward Committee

- a) The Employer agrees to recognize six (6) employee representatives in addition to the chief steward to be elected or appointed from employees in the bargaining unit for the purpose of dealing with Union business as provided in this Collective Agreement. It is agreed, that where possible, these representatives will not be from the same shift or from the same classification.
- b) It is agreed that employee representatives and members of the Stewards Committee have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld.
- c) If, in the performance of their duties, an employee representative or member of the Stewards Committee is required to enter a unit in which she is not ordinarily employed she shall, immediately upon entering such unit, report her presence to the

supervisor or person in charge, as the case may be. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor.

- d) The Employer agrees to pay for all time spent during their regular hours by such representatives hereunder. The Employer has the right to limit time spent by employees during working hours on union business if in the opinion of the Employer such time is deemed excessive.
- e) The Union shall provide the Employer with a written list of the names of stewards at least annually in January of each year and at such times that there are changes. The Employer shall not be required to recognize any individual as a representative of the Union, unless notified in writing by the Union.

7.03 Labour - Management Committee

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

- a) The parties will meet at a time and place mutually agreed. Further the parties agree that there shall be four (4) representatives from each party, unless otherwise agreed.
- b) An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory.
- c) The Committee shall meet every three (3) months unless otherwise agreed. The duties of chairperson and secretary shall alternate between the parties. Where possible, agenda items will be exchanged in writing at least seven (7) calendar days prior to the meeting. A record shall be maintained of matters referred to the committee and the recommended disposition, if any, unless agreed to the contrary. Copies of the record shall be provided to Committee members and minutes shall be posted on the staff bulletin board.
- d) The purpose of the Committee includes:
 - i) promoting and providing effective and meaningful communication of information and ideas;
 - ii) making joint recommendations on matters of concern including the quality of care;
 - iii) discussing and reviewing matters which are of mutual benefit to the parties, but shall not include items or issues that are properly dealt with under the grievance procedure or through negotiations.

- e) The Employer agrees to pay for the time spent for representatives of the Union attending at such meetings. This payment for time spent shall not result in premium pay.

7.04 Negotiating Committee

- a) The Employer agrees to recognize a Negotiating Committee comprised of six (6) representatives of the Union for the purpose of meeting with the Employer to negotiate renewal agreements.
- b) The Employer agrees to pay for four (4) members of the Negotiating Committee for time spent in negotiations with the Employer for a renewal agreement up to, but not including, arbitration. No such payment shall result in premium pay.
- c) The Employer shall grant unpaid time off to allow the negotiating committee members to attend interest arbitration hearing(s). For any unpaid leave of absence under this provision, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits.

7.05 Health and Safety Committee

- a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness.
- b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Health and Safety Committee at least two (2) representatives selected or appointed by the Union from amongst bargaining unit employees. The Union shall provide the names of their representatives within two (2) months of ratification of this agreement. Every effort will be made to select members who have their Basic and Sector Specific Certification.
- c) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- d) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions. In addition, the Employer will provide the committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- e) Meetings shall be held every three (3) months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.

- f) Any representative appointed or selected in accordance with (b) hereof, shall serve for a term of at least one (1) calendar year from the date of appointment. Time off for such representative(s) to attend meetings of the Health and Safety Committee in accordance with the foregoing, shall be granted and any representative(s) attending such meetings during their regularly scheduled hours of work, shall be paid for all time spent at such meetings.
- g) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- h) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out her duties, shall be deemed to be work time for which she shall be paid by the Employer at her regular rate and she shall be entitled to such time from work as is necessary to attend scheduled meetings.

7.06 Infection Control

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

Where the Employer identifies high risk areas where employees are exposed to infectious or communicable diseases for which there are available protective medications or procedures they shall meet to discuss the treatments, medications that is available and the extent of coverage available for such treatments and or medications the Employer will provide.

It is understood that each employee is responsible for following prescribed policies and procedures and recommendations of the Employer related to the above. Failure to do so may result in the employee being responsible for the total costs of his or her treatments medication etc.

- 7.07 Where an employee is required to attend a committee meeting outside of regularly scheduled hours, she will be paid for all hours spent in attendance at meetings at her regular straight time hourly rate. Such time will not count for the purposes of overtime.

ARTICLE 8 - GRIEVANCE PROCEDURE AND ARBITRATION

- 8.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.
- 8.02 An employee subject to formal disciplinary action shall have the right of representation by a steward at the meeting with the Employer. The Employer shall advise the employee of their right to have representation of a Union steward. The Employer shall notify the employee of this right in advance. In the event that an employee does not wish representation of a steward, the employee shall be required to sign off their request on a form provided by the Employer.
- 8.03 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. Such complaint shall be discussed with her immediate supervisor within five (5) working days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employees and failing settlement within five (5) working days following advice of her immediate supervisor's decision in the following manner and sequence:

Step No. 1

The employee may submit a written grievance signed by the employee, to her immediate supervisor. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Collective Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within five (5) working days following the day on which the grievance was presented to her. Failing settlement, then:

Step No. 2

Within five (5) working days following the decision in Step No. 1, the grievance may be submitted in writing to the Administrator or her designate. A meeting will then be held between management and the Grievance Committee within five (5) working days of submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Ontario Federation of Health Care Workers (LiUNA) and the griever may be present at the meeting. The decision of the Employer shall be delivered in writing within five (5) working days following the date of such meeting.

8.04 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at

Step No. 2 within five (5) working days following the circumstances giving rise to the complaint or grievance. A grievance by the Employer shall be filed with the Union Representative or their designate.

8.05 Group Grievance

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing signed by each employee who is grieving to management within ten (10) working days after the circumstances giving rise to the grievance have occurred or ought reasonably to have come to the attention of the employee(s). The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.06 A claim by an employee who has completed her probationary period that she has been unjustly discharged or disciplined shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within ten (10) working days after the date the discharge or suspension. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- a) confirming the Employer's action in dismissing the employee; or
- b) reinstating the employee without loss of seniority and with full compensation for the lost time; or
- c) by any other arrangement which may be deemed just and equitable.

The Employer agrees to provide written reasons within five (5) working days to the affected employee in the case of discharge.

8.07 Arbitration

Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within fifteen (15) working days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within thirteen (13) working days after the decision under Step No. 2, it will be deemed to have been received within the time limits.

8.08 All agreements reached under the grievance procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

- 8.09 When either party requests that any matter be submitted to arbitration as provided in the foregoing Article, it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within five (5) working days thereafter the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to effect such appointment upon application thereto by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of ten (10) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.
- 8.10 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 8.12 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 8.13 The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.
- 8.14 Each of the parties hereto will bear the expense of the nominee appointed by and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.
- 8.15 Wherever Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 8.16 The parties by mutual consent, shall utilize the services of a Mediator/Arbitrator under Section 50 of the Ontario *Labour Relations Act*. All other provisions above shall apply including the cost sharing arrangements.
- 8.17 In determining the time within which any action is to be taken or completed under the terms of Grievance and Arbitration Procedure, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

ARTICLE 9 - MANAGEMENT RIGHTS

- 9.01 The Union acknowledges that it is the exclusive right and function of the Employer to manage and direct its operations and affairs in all respects and, without limiting or restricting this right and function:
- a) to determine and establish standards and procedures for the care, welfare, safety and comfort of the residents of the facility;
 - b) to maintain order, discipline and efficiency, and to make, alter, and enforce reasonable rules and regulations to be observed by employees; to direct and control the work of the employees, determine the amount of supervision necessary, the hours of work, the scheduling of employees, combining or splitting up of departments and work schedules and assignments
 - c) to hire, classify, direct, promote, demote, transfer, discipline, suspend and discharge employees; provided that a claim of discriminatory classification, promotion, demotion, discipline or suspension, or a claim by an employee who has completed probation that he has been discharged without just cause, may become the subject of a grievance and be dealt with as hereinafter provided.
 - d) To exercise any of the rights, powers, functions or authority which the Employer has prior to the signing of this Agreement except as those rights, powers, functions or authorities are specifically abridged or modified by this Agreement.

The Employer shall exercise these rights in a fair manner consistent with this agreement.

ARTICLE 10 - ACCESS TO FILES

- 10.01 A copy of any completed evaluation which is to be placed in an employee's file shall be reviewed with the employee. The employee shall initial such evaluation as having been read and understood and shall have the opportunity to add her views to such evaluation prior to it being placed in her file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- 10.02 Each employee shall have reasonable access to all her files for the purpose of reviewing their contents in the presence of her supervisor and employee representative, if requested. A copy of the evaluation will be provided to the employee at her request. Requests to review file must be submitted in writing and shall be on the employees own time. Requests will normally be granted within 3 business days of the submission of the request.

10.03 Any letter of reprimand, suspension or other sanction will be removed from the record of an employee twelve (12) months following the receipt of such letter, suspension or other sanction provided that the employee's record has been discipline free.

Any third party interactions shall remain on the employees file, for a period of twenty-four (24) months, provided there are no other incidents.

Any leave of absence in excess of thirty (30) calendar days shall not contribute to the twelve (12) or twenty-four (24) month period noted above

ARTICLE 11 – SENIORITY

11.01 Seniority for all employees shall be defined as length of continuous service with the Employer in the bargaining unit from date of last hire and shall be calculated as one year shall equal 1950 hours for full time and 1800 hours for all permanent part time and part time employees.

Unless otherwise specified, seniority shall be accrued for all hours worked and paid for and all hours not worked but paid for by the Employer.

No part time employee may accrue more than one (1) year of service in any consecutive twelve (12)-month period, regardless of the number of hours worked and paid for.

11.02 Seniority for the purpose of job postings, transfers and rates of pay shall be within the classification the employee is employed in. Seniority for the purposes of benefit entitlement shall be the total of all seniority worked in all classifications.

11.03 No employee shall serve more than one (1) probationary period while employed in a bargaining unit job.

11.04 Newly hired employees shall be considered as probationary for a period of four hundred and fifty (450) hours worked, in no case shall an employee be on probation longer than six (6) months.

The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall a lesser standard and the Employer shall provide reasonable grounds.

11.05 Upon completion of probationary period the employee's name shall be added to the appropriate seniority list.

- 11.06 With the written consent of the Employer, the probationary employee and the Union Representative or her designate, such probationary period may be extended. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least fourteen (14) calendar days prior to the expected date of expiration of the initial probationary period. It is understood and agreed that any extension to the probationary period will not exceed an additional fifty (50) shifts (375 hours) worked and, where requested, the Employer will advise the employee and the Union of the basis of such extension.
- 11.07 The seniority list will consist of the names of all employees who are covered by this Collective Agreement and who have completed their probationary period. A copy of the Seniority Lists shall be posted twice per year in January and July. A copy shall be given to the Local Union. The seniority list shall contain the name of the employee, their start date and the total number of hours worked in each classification (where employees work in more than one classification).
- 11.08 In the event that an employee transfers from part-time to full-time or vice versa the calculation in 11.01 above, shall be used to calculate seniority.
- 11.09 An employee shall lose all service and seniority and shall be deemed to be terminated if she:
- a) leaves of her own accord; resigns or retires
 - b) Is discharged and the discharge is not reversed through the grievance or arbitration procedure;
 - c) has been laid off for twenty-four (24) calendar months;
 - d) is absent from scheduled work for a period of three (3) or more working days without notifying the Employer of such absence and providing a satisfactory reason acceptable to the Employer
 - e) fails to return to work upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;
 - f) fails upon being notified of a recall to signify her intention to return within five (5) calendar days after she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within (7) calendar days after she has received the notice of recall or such further period of time as may be agreed upon by the parties.

- g) is absent from work in excess of twenty-four (24) months due to illness accident or WSIB where there is no reasonable likelihood of the employee returning to work in the near future.
- h) refuses to participate in an early and safe return to work program (modified work) when the employees treating physician has provided documentation that the employee is able to work within clearly defined restrictions.

11.10 Job Vacancies

- a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer (unless notified by the Employer of its intent not to fill or postpone the filling of such vacancy in writing), such vacancy shall be posted for a period of seven (7) working calendar days. Employees who wish to be considered may make written application for such vacancy within the time frame referred to herein. All applications will be duplicated signed and dated by both the applicant and the Employer.
- b) Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) working calendar days. Job vacancies shall be posted on the designated bulletin board.
- c) Selection of the successful candidate for vacancies shall be based on:
 - Skill,
 - Ability,
 - Qualifications
 - Experience; and
 - Is able to commence work within four (4) weeks of the effective date of the commencement of the schedule.

Where these factors are relatively equal amongst the employees considered, seniority shall govern providing the successful applicant, if any, is qualified to perform the available work within an appropriate familiarization period

- d) Employees shall be selected for job postings on the basis of seniority within the classification, then unit wide. Selection will be subject to the provisions of 11.10 c) above.
- e) Where the applicant has been selected in accordance with this Article and it is subsequently determined that she cannot satisfactorily perform the job to which she was awarded, the Employer will attempt, during the first thirty (30) shifts (225 hours for employees whose regular hours of work are other than the standard work day) worked from the date on which the employee was first assigned to the vacancy,

to return her to her former job, and the filling of the subsequent vacancies will likewise be reversed.

- f) At the request of the employee, the Employer will discuss with unsuccessful applicants, ways in which they can improve their qualifications for future postings.
- g) Employees working less than thirty-seven and one half (37.5) hours a week shall be given the first opportunity to fill temporary vacancies, subject to the above (Article 11.10(c)). The Employer will outline the anticipated duration of the vacancy.
- h) Where part time employees fill temporary full-time vacancies, such employees shall be considered regular part time and shall be covered by the terms of this agreement. Upon completion of the temporary vacancy, such employee shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be given a comparable job.
- i) The Employer shall have the right to fill any permanent vacancy on a temporary basis until the posting procedure has been complied with and arrangements have been made to permit the employee selected to fill the vacancy to be assigned to the job.
- j) An employee selected as a result of a posted vacancy need not be considered for a further permanent vacancy for a period of six (6) months from the date of her selection, unless such vacancy is an improvement of hours of work of seven and one-half (7.5) more biweekly.
- k) It is agreed that in the circumstances that an employee is filling a temporary vacancy, they need not be considered for alternative temporary vacancy unless it is for a different shift or unless such temporary vacancy is an improvement of hours of work of seven and one-half (7.5) hours or more biweekly.

11.11 Lay off and Recall

- a) In the event that it is necessary for the Employer to reduce the work force, a layoff shall be defined as a reduction in the workforce, or a reduction of twenty percent (20%) of the regularly scheduled hours of work of an employee.
- b) In the event of a proposed layoff of a permanent or long term nature, the Employer will provide the Union with as much notice as possible, but no less than thirty (30) days' notice. Such notice is not in addition to notice provided to employees.
- c) In the event of other layoffs, the Employer will provide the local Union with as much notice as possible but no less than notice in accordance with

Employment Standards Act, as amended. Such notice shall not be in addition to notice provided to employees.

- d) If requested, the Employer will meet with the local Union to review:
 - i) the reason causing the layoff;
 - ii) the service, which the Employer will undertake after the layoff;
 - iii) the method of implementation including the areas of cut-back and the employees to be laid-off.
- e) No full-time employee within the bargaining unit shall be laid off by reason of her duties being assigned to one or more part-time employees without prior discussion with the Union.
- f) In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums for the duration of the month in which the employee is laid off and the month following, provided the employee pays their share of the premium. Employees may continue their benefits after this point by paying the total cost of the benefit premium to the Employer on the 25th of each month for the premiums due the following month for a period of no more than six (6) months.
- g) Laid off employees shall retain seniority, service and recall rights for twenty-four (24) months from the last date of layoff.
- h) A layoff of employees shall be made on the basis of seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing probationary employees shall be first laid-off. Employees shall be laid off in reverse order of Seniority.
- i) All employees who are potentially affected shall be given notice.
- j) It is understood that at the time of layoff, up to date seniority lists (both full and part time) will be provided and used for the determination of laid off employees.

11.12 An employee in receipt of notice of lay-off may:

- i) accept the layoff; or
- ii) displace another employee who has less bargaining unit seniority if the employee originally subject to layoff is qualified to meet the normal requirements of the job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice.

An employee who chooses to exercise the right to displace another employee with less seniority shall advise the Employer of his or her intention to do so and the position claimed within three (3) days after receiving the notice of lay-off;

- iii) bumping outside the laid off individuals classification shall be allowed with the understanding that an employee subject to layoff who chooses to bump, must bump the employee with less seniority, who has equal to or less scheduled hours than the bumping employee, provided that the individual bumping has the requirements of the job and can perform the work without training other than a brief familiarization or orientation of at least 1 day (longer if the Employer deems it necessary).
- iv) an identical classification shall be deemed to be any classification where the straight time hourly wage rate is equal to or less than the classification the employee is being laid off from.
- v) It is understood, that a full time employee can bump full time employees in identical classifications first, if s/he so chooses, before bumping a part time employee in the same classification as the laid off employee.
- vii) Normally, an employee shall not be allowed to bump into a position or classification that is higher paying or has ten (10) or more hours more than the employee had normally been scheduled for, prior to the layoff.

11.13 Grievances concerning layoffs shall be initiated at Step 2 of the Grievance Procedure.

11.14 Recall

- a) Employees shall be recalled in the order of seniority, unless otherwise agreed between the Employer and Local Union, provided that the employee is qualified to perform the available work.
- b) An employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing he or she is qualified and able to perform the work. Vacancies during a layoff/ recall will be posted in accordance with Article 11.11 above. Once the job vacancy has been filled under the job posting procedure (and any subsequent posting) an employee on layoff shall have the opportunity to be recalled to an available vacancy as set out below.
- c) All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories before any new employee is hired into either category, provided said employees are qualified as per the normal position description, to meet the requirements of the job and perform the work, without training other than a brief familiarization or orientation.

- d) An employee recalled to work in a different classification, status (PT/FT) and or shift, from which he or she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant within six (6) months of being recalled.
- e) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been found unable to perform the work available.
- f) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. The employee is solely responsible for his or her proper address being on record with the Employer.
- g) Employees on layoff shall be given an opportunity to fill temporary vacancies, in accordance with the job posting provisions. An employee who has been accepted such temporary vacancy shall not be considered to have been recalled and will not be subject to further notice of layoff and continues to remain in her seniority order for recall.
- h) Laid off employees shall retain seniority, service and recall rights for up to 24 months.

11.15 Any agreement between the Employer and the Local Union resulting from the review above concerning the method of implementation will take precedence over the terms of this Article. Notice of layoffs shall be in accordance with the provisions of the *Employment Standards Act*, as amended.

11.16 Transfers

- a) An employee who is transferred to a position outside of the bargaining unit shall, subject to (b) below retain, but not accumulate, her seniority held at the time of the transfer. In the event the employee is returned to a position in the bargaining unit she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- b) In the event that an employee is transferred out of the bargaining unit under (a) above for the specific term or task which does not exceed a period of six (6) months or an academic year and is returned to a position in the bargaining unit, she shall not suffer any loss of seniority, service or benefits. It is understood and agreed that an employee may decline such offer to transfer and that the period of time referred to above may be extended by agreement of the parties.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 General rules applying to all leaves of absence, unless specifically stated otherwise.

- a) Written requests for personal leaves of absence, without pay will be considered on an individual basis by management, subject to the operations of the home.
- b) Leaves of absence will normally not be granted during the Christmas period of December 15 to January 7th and during July and August. There are times, however, that it is unavoidable and such requests will be reviewed on an individual basis.
- c) Requests must be submitted in writing with as much notice as possible but no less than fourteen (14) days in advance of the date the leave is to start, except in the case of an emergency. It is understood that the greater the notice period, the greater the opportunity for the Employer to grant the request.
- d) The Supervisor will provide a written response to the request within fourteen (14) days of receipt.
- e) The employee will state the reason for the leave, when it is to commence and when it will end.
- f) An employee who is on a leave of absence will not engage in employment elsewhere, unless temporary employment is specifically agreed to. The employee may not utilize the leave for purposes other than those for which the leave was granted. An employee who violates this will lose all seniority and may be terminated by the Employer.
- g) Employees returning to work after an approved leave of absence will be expected to return as per their schedule. It is the responsibility of the employee to confirm with the Employer their return date.

An employee returning from a LOA shall have the right to return to her former position. Employees returning must provide the Employer with at least one week's notice of intent to return. In instances where an employee returns to work prior to the estimated date of return the Employer shall not be liable for payments to the resulting displaced employee (s).

12.02 Seniority and Approved Leave of Absences

- a) It is understood that during an approved Leave of Absence for educational or personal reasons (which is at Employer's discretion) not exceeding thirty consecutive days both seniority and service will accrue.

- b) During an unpaid absence exceeding thirty (30) consecutive days, seniority will be frozen at the level in place had the employee been at work during the first thirty (30) days of the leave.
- c) The Employer shall pay the cost of benefits for employees on a leave of absence, regardless of the reason, for the month in which the leave commences and the month following, provided that the employee continues any cost sharing arrangements. If the employee wishes to continue their benefit plans while on leave they will be required to deposit with the Employer the full cost of the premium by the 25th day of each month for the following month, for up to six (6) months, unless otherwise specified.
- d) In the case of leaves of absence while being compensated by WSIB, the Employer will continue to pay the Employer's share of the premiums for up to twelve (12) months, provided the employee continues to pay their share.
- e) Where an employee accrues seniority during a leave, seniority accrued will be based on the normal scheduled hours the employee had prior to commencing the leave (whatever master schedule the employee was working) unless otherwise specified in this agreement.
- f) Notwithstanding this provision, seniority shall accrue for a period of one year if an employee's absence is due to disability resulting in WSIB benefits.

12.03 Leave for Union Business

The Employer agrees to grant leave of absence, without pay to employees selected by the Union to attend Union business including conferences, conventions and Provincial meetings. The Union agrees to provide, where possible fourteen (14) days written notice.

Where the Employer agrees to pay the employee on behalf of the Union, the Union agrees to reimburse the Employer for the full cost of the employee's wages and benefits.

12.04 Bereavement Leave

It is the intention of bereavement leave is to enable an employee the opportunity to grieve and participate in the arrangements surrounding the death and burial of their loved one. To this end, an employee will be granted time off from scheduled work in order to attend to these arrangements.

- a) Upon the death of an employee's spouse, parent or child, an employee shall be granted up to five (5) consecutive calendar days off without loss of regular pay.
- b) Upon the death of an employee's brother, sister, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent,

grandchild, spouse's grandparent or grandchild the employee shall be granted up to three (3) consecutive calendar days off without loss of regular pay.

- c) The death of any person above that necessitates travel, a leave of absence without pay may be granted by the Employer.
- d) Other types of compassionate leave may be authorized at the discretion of the Employer.
- e) In the event of a delayed interment, an employee may save one of the days identified above without loss of pay to attend the interment.
- (f) In the event of the death of an employee's aunt or uncle, an employee shall be granted one (1) day off, with pay, for the attendance of funeral or similar service.

12.05 Jury and Witness Duty

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

- a) notifies the Employer immediately on the employee's notification that she will be required to attend court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with the Employer the full amount of compensation received excluding mileage, traveling and meal allowances and an official receipt where available.

12.06 Pregnancy and Parental Leave

- a) Pregnancy and/or Parental leave will be granted in accordance with the provisions of the *Employment Standards Act* (ESA) as amended from time to time and as follows:
- b) The service requirement for eligibility for Pregnancy and/or Parental leave shall be thirteen (13) weeks.
- c) 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.

- d) The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and the expected date of return.
- e) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if she did not.
- f) An employee shall continue to accumulate seniority rights during the entire pregnancy/parental leave. While an employee is on pregnancy/parental leave the Employer shall continue to make Employer contributions to life insurance, accidental death, EHC and dental plans unless the employee has advised the Employer, in writing, that she/he does not wish to continue to make the employee contributions (if any) to such plans.
- g) Employees newly hired to replace employees who are on parental/pregnancy leaves shall be released and such release shall not be subject of a grievance or arbitration. If retained by the Home in permanent position, the employee shall be credited with seniority from the date of hire subject to successfully completing her probationary period. The Home will outline to employees hired to fill such temporary vacancies the circumstances giving rise to the vacancy and the special conditions relating to such employment.
- h) Upon return to work, an employee shall be reinstated to her former position, at the start of the work schedule, provided the position still exists. If not to a comparable position at the same rate of pay when the leave commenced or, if it is higher, the rate the employee would have been earning had she worked through the leave.
- i) An employee shall give at least two (2) weeks' notice of her intention to return to work, however, the leaves shall not end before the expiration of six (6) weeks following the birth of the baby, unless other arrangements are made with the Employer.
- j) Seniority will accrue based on the scheduled number of hours the employee was working prior to starting their leave.

ARTICLE 13 - HOURS OF WORK

13.01 The normal hours of work shall be 7.5 hours per day, exclusive of one-half (1/2) hour meal break, seventy-five hours bi-weekly. The Employer will use its best efforts to ensure that such one-half (1/2) hour period is uninterrupted. It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their lunch period.

13.02 Except where mutually agreed otherwise between the Employer and an employee, shift schedules shall be arranged so that an employee:

- a) Is not scheduled to work more than six (6) consecutive days;
- b) Has at least two weekends out of four (4) off, unless hired for weekend work.
- c) For their own personal convenience, employees who wish to change shifts with appropriately qualified employees, shall first submit such request in writing one week in advance of the proposed change, to their Supervisor, or her authorized designate for her written approval, such approval shall be provided within two (2) business days of receipt of the request. The Employer shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

This provision is not for the purposes of creating self-scheduling. The Employer reserves the right to limit the number of exchanges.

- d) Rest Periods
 - up to 3 3/4 hours NIL
 - 3 3/4 hours to 5 hours incl. **one (1) fifteen (15) minute rest period**
 - greater than 5 hours to 6.5 hours **one (1) fifteen (15) minute rest period**
 - 6.5 hours or more **two (2) fifteen (15) minute rest period**
- e) Unpaid meal period of 1/2 hour will be scheduled by the Employer for shifts of 5 hours or greater.
- f) All regularly scheduled employees shall be on master schedules. The Employer shall endeavour to schedule part time employees as equitably as possible.

13.03 In the instances of vacation replacement, where possible, the entire full time schedule will be given to one person. Part time employees will be offered the work before agency.

13.04 Shift schedules covering at least a four (4) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Department

Head in writing two (2) weeks in advance of the requested day except during the months of December, July and August where the request will be made one (1) week in advance of the posting of the schedule.

- 13.05 Daylight Savings time- Where the employee is scheduled to work on either Daylight savings time or Standard time, employees shall be paid for all hours actually worked at straight time.
- 13.06 Where an employee makes prior arrangements for time off a shift of duty the employee shall not be scheduled to work another shift of duty that day, unless otherwise mutually agreed.
- 13.07 Employees are required to regularly and consistently work their hours as scheduled. Employees are prohibited from giving shifts away and not picking up a replacement shift without the written approval of the Administrator or designate.

ARTICLE 14 - PREMIUM PAYMENT

- 14.01 a) Overtime shall be considered voluntary provided that if sufficient qualified employees do not volunteer to enable the Employer to maintain the scheduled service, the Employer may require employees in reverse order of seniority to work overtime, in emergencies. The Union consents to the working of overtime in such circumstances.
- b) All overtime must be authorized by the Administrator or designate.
- c) The Employer shall endeavour to divide overtime equally, in accordance with seniority, amongst the employees who are willing and qualified to perform the work that is available. All overtime will be offered to full time first.

In the instance where the Employer requires overtime at the end of a shift, the Employer shall offer said overtime by seniority to the employees on duty at the time.

The parties agree that where the call in is one hour before commencing a shift and overtime is required, the Employer may offer the overtime by seniority to staff within the classification, required who are currently on shift in the building.

- d) All overtime declined by an employee shall count as overtime worked for the purposes of equal overtime distribution.

14.02 If an employee is authorized to work more than seven and one half (7.5) hours in a day or more than seventy-five (75) hours in a two (2) week period she shall receive overtime premium of one and one half (1.5) times her regular straight time hourly rate.

It is understood that the above does not apply where the parties have amended this provision through letters of understanding related to longer work shifts, such as 9, 10 or 12-hour shifts.

Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in tour on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of tours by two employees.

Notwithstanding the foregoing, no overtime premium shall be paid for a period less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her normal daily shift.

14.03 Overtime premium will not be duplicated for the same hours worked nor shall there be any pyramiding with respect to any other premiums payable under the provisions of this Collective Agreement.

14.04 An employee who reports for work as scheduled and no work is available, shall receive a minimum of four (4) hours' pay or her regularly scheduled hours, whichever is less, at her regular straight time hourly rate provided the employee performs any duties assigned by the Employer which she is qualified to do, if her regular duties are not available.

14.05 In the case where the employees schedule is changed with less than 24 hours' notice, it is the Employer's responsibility to notify the employee. Failure to give notice shall result in the provisions above 14.04 being applied.

14.06 Where an employee is called back to work after having left the premises and before commencing her next regular shift, she will be given a guaranteed minimum of three (3) hours at time and one half the straight time hourly rates for such call back. If the call back is within three (3) hours of the commencement of her regular shift, she will be paid at the rate of time and one half for all hours worked prior to the regular commencement of the shift, after the start of her shift, she will be paid her regular rate for all hours.

14.07 It is the responsibility of the employee to consult the posted work schedule. The Employer will endeavor to provide as much advance notice as practicable of the change in the posted work schedules. Changes to the posted work schedule shall be brought to the attention of the employee.

14.08 An employee who works a second consecutive full shift, shall be entitled to the normal rest period and meal period for the second shift, and shall be provided at the time of the meal period with a meal.

ARTICLE 15 - PAID HOLIDAYS

15.01 An employee who otherwise qualifies under Article 15.02 hereunder shall receive the following as paid holidays:

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

15.02 In addition to the paid holidays above, all full time and permanent part time employees who have completed probation shall be granted a total of two (2) float days at non premium pay.

All regularly scheduled part time employees who have completed probation shall receive two (2) float days at non premium pay in each calendar year.

15.03 The intent is that there shall be no more than twelve (12) paid holidays during the term of this agreement for full time and permanent part time employees and 11 for part time employees. If another Federal, Provincial, Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one of the float holidays in the Collective Agreement.

15.04 Holiday pay will be computed on the basis of the employee's regular straight time hourly rate of pay times the number of average hours regularly worked in the preceding four weeks to the holiday. Note: Full time employees pay shall be there regular scheduled shift.

15.05. In order to qualify for pay for a holiday, an employee must complete her full scheduled shift on each of the working days immediately preceding and following the holiday, unless excused by the Employer or the employee was absent due to:

- a) legitimate illness or accident which commenced within a month of the date of the holiday;
- b) vacation granted by the Employer
- c) the employee's regular scheduled day off

- d) a paid leave of absence provided the employee is not otherwise compensated for the holiday

15.06. All employees shall receive Christmas or New Year's off, on a rotating basis. Christmas on one year and New Year's the next. In the event that there are more people available to work on either holiday than is required, then on a rotational basis, by seniority, employee will be given the option of having both days off. In the event of a conflict as to which holiday an employee is supposed to work, the deciding factor shall be which day the employee worked in the previous year.

The parties agree to meet annually through their Labour Management Meeting to discuss the potential of changing the Christmas/New Year's scheduling process. If the parties agree to amend the practice on a trial basis, the parties will reduce such agreement in writing and may only continue the practice following Christmas/New Year's schedule if mutually agreed. If the parties are unable to mutually agree, the aforementioned paragraph shall apply.

- 15.07 a) All full-time and permanent part time employees who are required to work on one of the above-listed holidays shall be paid at the rate of time and one-half (1 ½) plus straight time for the day, or another day off with pay at a time mutually agreeable between the employee and the Employer
- b) Where a full time or permanent part time employee qualifies and the holiday falls on the employee's day off the employee shall be provided with an additional day off with pay.
- c) Part time and casual employees who work the holiday, shall be paid time and one half for all ours worked, plus an average day's pay.
- d) All part time and casual employees who are not scheduled to work on the holiday or the holiday falls during the employee's vacation, she will receive an average day's pay as per 15.04 above, provided they meet the qualifier in 15.05 above.

15.08 Where an employee qualifies and:

- a) Where a holiday falls during their employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.
- b) All Lieu days shall be booked within sixty (60) days of earning said day, unless otherwise mutually agreed. Granting of lieu days is subject to the scheduling provisions

- c) Where the parties can't agree on a day off or the employee has not booked or taken their day as per b) above, the Employer will pay the day on the next pay roll following the six (6) weeks identified above.

ARTICLE 16 – VACATIONS

16.01 For the purposes of vacation entitlement employees shall earn their vacation and pay based on length of service. Vacation pay shall be calculated at the appropriate corresponding percentage (%) of gross earnings (less benefits) per week of entitlement. Increases in entitlement and pay shall become effective on the first full pay period closest to the date in which the increase is due.

16.02 Vacations shall be as follows:

Vacation time and pay shall begin to accrue after reaching:

1 yr = 2 weeks vacation @ 4%

3 yrs = 3 weeks vacation @ 6%

8 yrs = 4 weeks vacation @ 8%

17 yrs = 5 weeks vacation @ 10%

Effective January 1, 2022

22 yrs = 6 weeks vacation @ 12%

16.03 Employees shall not waive vacation and draw double pay. The vacation year shall be the Calendar year. Vacations are not cumulative from year to year and all vacations must be booked by September 30 of each year.

16.04 Vacation may be taken at any time in the vacation year. The selection of dates and granting of same shall be in accordance with 16.07 below.

16.05 Employees who have lost their seniority and have terminated their employment (for whatever reason) shall be paid all outstanding accrues vacation pay on their final cheque.

16.07 Scheduling

- a) The Employer will post by March 1st a vacation sheet in each home area / department. Each employee employed in the unit should indicate prior to March 15th her/his preference for that vacation; in the event of conflict, seniority shall govern.

- b) Seniority rights for the purposes of this Article can only be exercised once in a fiscal year.
- c) The vacation schedule shall be confirmed by April 1st. Any remaining time shall thereafter be granted on a first (1st) come first (1st) served basis. All other vacation requests shall be submitted one (1) week prior to the posting of the schedule in which the time off is requested and such requests shall be granted in order of date of request. Approval or disapproval for the request shall be returned within one (1) week of said request.
- d) A week of vacation shall be defined as seven (7) consecutive calendar days.
- e) Prior to leaving on vacation, employees shall be notified of the date and time on which to report for work following the vacation.

16.08 Employees who have three (3) weeks or more vacation, may use one (1) week as single day vacations. It is understood, that pay for such days shall not result in more money than would have been received had taken their vacation in a block of one (1) week. It is further understood that one week of individual days equals the average number of days an employee would have worked in an average week.

Single day vacation requests during peak vacation periods will not be considered, if such requests interfere with the granting of weekly vacation entitlements.

16.09 Vacation pay will be paid to all full and part-time employees on the regular pay day, during their vacation, unless otherwise arranged in writing one (1) month in advance of the pay day.

16.10 Normally vacation will not be granted between December 20th and January 7th. However, the Employer may grant vacation during Christmas/ New Year's period to a maximum of five (5) employees in the entire bargaining unit, on a rotating seniority basis, subject to the following:

- a) there are replacement staff who are available to fill in during this period
- b) notice must be given to the Employer of an employee's intention to exercise vacation time during the Christmas no later than June 1st each year.
- c) Employee's requests to have vacation time during the Christmas period shall be finally determined by the Administrator given due consideration for the safe and efficient operation of the Home.

ARTICLE 17 – SICK LEAVE

- 17.01 It is understood that sick leave credits are for the sole purpose of providing income protection for employees who are legitimately ill and unable to report to work as scheduled. The Employer reserves the right to request proof of illness for any absence.
- 17.02 All staff are expected to regularly and consistently attend work as scheduled.
- 17.03 Sick Leave means a period of time an employee is absent from work by virtue of being unable to work because of sickness, or accident for which compensation is not payable under the *Workplace Safety and Insurance Act*.
- 17.04 Upon completion of 900 hours, full-time and permanent part time employees shall be credited with twenty two and one half (22.5) hours of sick leave, thereafter, employees will then accrue 7.5 hours for each 152.5 hours worked (not paid) to a maximum of 18 days.
- 17.05 An employee may be required by the Employer to produce proof of illness in the form of a certificate from a legally qualified Medical Practitioner for any absence due to illness or accident.
- Should there be any charge to the employee for the above noted certificate such costs will be paid by the Employer upon receipt of authorized billing from the attending physician, or proof of payment to the attending physician by the employee. This shall not apply where employees have been absent due to illness on more than 4 occasions during any one calendar year and when an employee is absenting themselves on a weekend or stat holiday due to an illness of one or two days.
- 17.06 Included each year in the first pay cheque of February, employees shall be advised of the amount of sick leave accrued to her credit. Each employee shall have 30 calendar days to question any suspected errors in her sick leave accumulation. After this time it shall be deemed to be accurate.
- 17.07 An employee absenting himself on account of personal illness must notify the Employer on the day of illness before the time he would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable, may result in loss of sick leave benefits for that day of absence.

ARTICLE 18 – HEALTH AND WELFARE BENEFITS

- 18.01 The following benefit program is available for **Full-time and permanent part-time** on a pro rata basis after completion of probation. The Employer agrees to make the premium remittance payment on the following plans:

- a) Life Insurance \$25,000.00 with AD&D at the same level.
- b) The Employer agrees to pay 100% of the premium for a Health and Welfare plan consisting of:
 - \$300 annually for each practitioner/ paramedical services;
 - A drug plan (which excludes lifestyle and experimental drugs such as fertility and diet) covered for the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed;
 - Dispensing fee cap of \$7.50;
 - Effective one (1) month following ratification;
 - Introduce "Vision Care" of \$325 per twenty-four (24) month period inclusive of eye examinations.
 - Effective January 1, 2022 increase Vision Care to \$345.00 every twenty-four months
 - \$2,500.00 max per insured person per year;
 - Standard hospital coverage;
 - Drug Card
- c) The Employer agrees to pay 75% of the premiums for full-time employees and 50% of the premiums for permanent part-time employees for a Dental Plan that includes:
 - 70/30 co insurance
 - One year lag on the ODA fee guide,
 - # 9 plan 9 month recall
 - \$1,500.00 maximum per year for each insured person

18.02 Upon completion of probation, permanent part-time and full-time employees may exercise the one time option to receive sixty-five cents (\$0.65) per hour in lieu of benefits.

Note: Full time employees who opt for in lieu of benefits shall be entitled to accumulate sick leave on the basis of seven and one half (7.5) hours for each one hundred and sixty-two and one half (162.5) hours worked to a maximum of one hundred and five (105) hours.

Life insurance for these employees of \$10,000 with same benefit rules applied to FT Life Insurance.

18.03. Part-Time In Lieu Premium

Employees who are regularly scheduled for less than 52.5 hours bi weekly, shall be paid \$0.65 per hour in lieu of all health and welfare and sick leave benefits.

Effective January 1, 2021, increase in-lieu premium to \$0.68 per hour worked.

Effective January 1, 2022, increase in-lieu premium to \$0.69 per hour worked.

Life insurance for part-time employees of \$10,000 with same benefit rules applied to FT Life Insurance.

18.04 **Labourers' Pension Fund of Central and Eastern Canada**

In this Article, the terms used shall have the meanings as described:

.01 "Plan" means the Labourers' Pension Fund of Central and Eastern Canada, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked, including:

- i) the straight time component of hours worked on a holiday;
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay.

All other payments, premiums, allowances etc. are excluded.

"Eligible Employee" means permanent full-time, permanent part-time and regularly scheduled part-time employees in the bargaining unit who have completed eighteen-hundred (1800) hours of service.

.02 The Employer shall deduct from the pay of each employee an amount equal to three (3%) percent of applicable wages, for contributions to the Plan and the Employer shall match such contributions.

The Employer shall deduct from the pay of each Registered Nurse (RN) and Registered Practical Nurse (RPN) an amount equal to four (4%) percent of applicable wages, for contributions to the Plan and the Employer shall match such contributions.

The parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

.03 Contributions shall be paid to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

- .04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

The Union and Employer acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the Collective Agreement in force between the parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the any other Plan (i.e. Ontario Retirement Pension Plan) exceeds the pension contribution amount specified in the Collective Agreement then in force, or requires the Employer to make contributions to a plan on behalf of the employees, then the parties will meet with in 30 days to finalize methods to relieve the Employer of any increased obligation to the extent that any such obligations exceeds that for which the Employer is obligated to pay under Article 18.04 of the collective agreement.

- .05 The Employer agrees to provide to the Administrator of the Plan, on a timely basis all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, CH P-8 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly remittances.

Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

- i) To be Provided Once Only at Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of first Remittance
 - Seniority List to include hours from date of hire to Employer's fund entry date (for purposes of calculations past service credit).
- ii) To be Provided with each Remittance
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable Earnings
- iii) To be Provided Periodically
 - Address as provided to the Home once when the employee joins the plan, and annually for all employees in October of every year
 - Termination date when applicable
- iv) To be Provided Once, if they are Readily Available
 - Gender
 - Marital Status

18.05 New employees will be provided with a voucher for the purchase of their uniform top. The employee will have deducted from their first pay cheque twenty-five (\$25.00) dollars, upon successful completion of probation, the employee will be reimbursed.

Upon completion of probation, employees required to wear a uniform will be provided with seven cents (\$0.07) per hour for all hours worked (not paid) to employees who are required to wear a uniform. This payment shall be made once per year annually in the month of January, for the period ending the last payroll of the previous year.

Employees are required to comply with the uniform policy.

ARTICLE 19 – MISCELLANEOUS

- 19.01 Copies of this Collective Agreement will be provided to each employee covered by the Collective Agreement by the Union. The cost of printing the Collective Agreement will be shared equally by the Employer and the Local Union.
- 19.02 Whenever the feminine pronoun is used in this Agreement, it includes the masculine and/or gender neutral pronoun and vice-versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice-versa.
- 19.03 It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by registered mail to reach such an employee. An employee shall notify the Employer of any change to her telephone number.
- 19.04. Prior to effecting any significant changes in rules or policies which affect employees covered by this Agreement, the Employer will discuss the changes with the Union.

ARTICLE 20 – EDUCATION

- 20.01 Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer shall endeavour to provide programs related to the requirements of the Employer.

Available programs will be publicized at least one week in advance and the Employer will endeavour to provide employees with opportunities to attend such program during their regularly scheduled working hours.

- 20.02 When an employee is on duty and authorized to attend any in-service program within The Home and during her regularly scheduled working hours, she shall suffer no loss of regular pay. When an employee is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay, only if the employee attends the course on a regularly scheduled day.
- 20.04 The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of the employees and to consider practical ways and means of minimizing the adverse effect, if any, on the employees concerned.

20.05 Where computers are introduced into areas of the workplace where they currently are not being used or a requirement of the job and employees are required to utilize those computers in the course of their duties, the Employer agrees that necessary computer training will be provided at no cost to the employees involved, provided the scope of the training provided is determined by the Employer.

ARTICLE 21 – WAGES

21.01. Employees shall be classified and paid in accordance with Schedule ‘A’ attached to this agreement. Increases in pay will be implemented on the first full pay period closest to the effective date of the increase.

21.02 Employees shall be paid every second Friday, for a two (2) week period by direct deposit.

21.03 If a new job classification is created within the scope of the bargaining unit, the Employer and the Union shall meet to discuss the appropriate wage rate. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Employer. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with rates for other classifications and the requirements of such classification within the bargaining unit, and shall be retroactive to the date that the notice of the new rate was given by the Employer.

21.04 If the Employer makes an error resulting in an employee being underpaid by one day's pay or more, the Employer will provide payment for the shortfall within three (3) business days from the date it is notified of the error.

If the error results in the employee being overpaid, the overpayment shall be deducted off the next pay or the employee can provide the Employer with a cheque in the amount of the overpayment or other arrangements as agreed between the Employer and the employee.

21.05 When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate from the commencement of the shift on which she was assigned the job.

- 21.06 Where an employee is assigned the responsibility of a supervisor for a full shift or more, she shall be paid one-dollar (\$1.00) per hour for such duty in addition to her regular salary. Such premium will not form part of the hourly rate.
- 21.07 Employees within their job classification will progress from the "start rate" to the "one year rate" and so on, on the basis of the definition of one year as per Article 11. Hours worked and paid for, and hours not worked and paid for by the Employer, and hours not worked and paid for under the *Workers' Compensation Act* shall be considered hours worked for the purpose of computing eligibility to progress to the next higher rate within their position classification.
- 21.08 Where the Employer grants an employee time off for union business, the Employer agrees under this provision to maintain the employee's salary and benefits whole and bill back to the Union the total cost of the wages and benefits and the Union agrees to reimburse the Employer.
- 21.09 There shall be no pyramiding of any payments or benefits.
- 21.10 Where an employee is required to rotate over two or more shifts she shall be paid a shift premium of .30 cents per hour, where the majority of the hours are worked between 3 pm one day and 7 am the next day.
- 21.11 Effective January 1, 2020 where an employee is required to work from Friday at 11 pm to Sunday 11 pm shall receive a weekend premium in the amount of thirty-five (\$0.35) cents per hour worked.
- 21.12 No premium(s) shall form part of the hourly rate.
- 21.13 Recent and Related Experience

Full time experience 1 level on the grid to the maximum; part time experience is 2 years = 1 level on the grid to the maximum. Employer may require proof of recent and related experience.

Where an RN has RPN experience, the RPN experience shall be counted as above to a maximum of 3 years on the wage grid, thereafter, movement through the grid shall be based on RN experience and hours of work for the employer.

ARTICLE 22 - TERMINATION AND RENEWAL

- 22.01 The Collective Agreement shall be effective from January 1, 2020 and continue in effect until December 31, 2022 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the Agreement in accordance with Article 20.02 below.

22.02 Where either party desires to amend or terminate this Agreement, it shall give notice to the other party only within the period ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

22.03. If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.

DATED at Toronto, Ontario, this 25th day of October 2021

FOR THE EMPLOYER

Sonia Row
Sonia Row (Oct 22, 2021 10:00 EDT)

FOR THE UNION

Joadel Concepcion

Juliet Morgan

Symone March

Catherine Gatilla

Darlens Lazudas

Sam Cortese
J. Roddy
J. Roddy

Schedule 'A'

Wages:

January 1, 2020	1%
January 1, 2021	1%
January 1, 2022	1%

Retroactivity shall be payable within three (3) pay periods following written notice of ratification to employees actively in the employ of the Employer as of that date.

		Expired	2020-01-01	2021-01-01	2022-01-01
PSW	Start	19.10	19.29	19.48	19.68
	450	20.18	20.38	20.59	20.79
	1800	20.64	20.85	21.05	21.27
	3600	21.05	21.26	21.47	21.69
	5400	21.45	21.66	21.88	22.10
Restorative	Start	19.22	19.41	19.61	19.80
	450	20.29	20.49	20.70	20.90
	1800	20.75	20.96	21.17	21.38
	3600	21.16	21.37	21.59	21.80
	5400	21.59	21.81	22.02	22.24
Programs	Start	19.96	20.16	20.36	20.56
	450	20.50	20.71	20.91	21.12
	1800	20.87	21.08	21.29	21.50
	3600	21.23	21.44	21.66	21.87
	5400	21.76	21.98	22.20	22.42
Dietary/ Housekeeping/ Laundry	Start	15.46	15.61	15.77	15.93
	450	16.25	16.41	16.58	16.74
	1800	16.51	16.68	16.84	17.01

	3600	16.92	17.09	17.26	17.43
	5400	17.53	17.71	17.88	18.06
Cook	Start	19.68	19.88	20.08	20.28
	450	20.89	21.10	21.31	21.52
	1800	21.57	21.79	22.00	22.22
	2600	21.92	22.14	22.36	22.58
	5400	22.23	22.45	22.68	22.90
RN	Start	30.58	30.89	31.19	31.51
	1800	31.78	32.10	32.42	32.74
	3600	33.01	33.34	33.67	34.01
	5400	34.21	34.55	34.90	35.25
	7200	35.41	35.76	36.12	36.48
	9000	36.64	37.01	37.38	37.75
	10800	37.85	38.23	38.61	39.00
	12600	39.93	40.33	40.73	41.14
	14400	42.21	42.63	43.06	43.49
16200	43.95	44.39	44.83	45.28	
RPN	Start	24.68	24.93	25.18	25.43
	450	25.00	25.25	25.50	25.76
	1800	25.32	25.57	25.83	26.09
	2600	26.08	26.34	26.60	26.87
	5400	26.90	27.17	27.44	27.72

RE: RED SEAL

Effective Date of Ratification, an employee who is in the Cook Classification and has a “Red Seal” certification shall be paid a premium of forty cents (\$0.40) per hour. This premium shall not form part of the hourly rate.

Registered Staff Addendum

This agreement includes all the items negotiated for the service workers except as amended as follows:

1. Vacation (language as per service workers agreement except as follows)

Upon completion of service identified below, registered staff shall begin to accrue vacation time and pay as follows:

- Less than 1 year = 6% of gross earnings
 - After 1 year (1800 hours) = 3 weeks @ 6% of gross earnings
 - After 3 years (5400 hours) = 4 weeks @ 8% of gross earnings
 - After 10 years (18,000 hrs) = 5 weeks @ 10% of gross earnings
- Effective January 1, 2022
- After 22 years (39,600 hrs) = 6 weeks @ 12% of gross earnings

DATED at Toronto, Ontario, this 25th day of October 2021.

FOR THE EMPLOYER

Sonia Rowl
Sonia Rowl (Oct 22, 2021 16:08 EDT)

FOR THE UNION

Joadel Concepcion

Juliet Morgan

Symone March

Catherine Gatilla

Darlene Lazudas

Sam Cortese
J. Roddy

Letters of Understanding (1)

RE: EMERGENCY LEAVE/FAMILY LEAVE

The Employer recognizes that quality of life includes working life and family life. To this end the parties recognize that employees may need to care for family members who are ill. The Employer endeavours to work with the employees in granting requests for leaves for this purpose.


Such leaves shall be subject to the general leave of absence rules and will be deemed as emergency


DATED at Toronto, Ontario, this 25th day of October 2021.

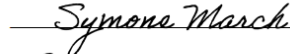
FOR THE EMPLOYER

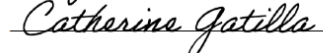

Sonia Row (Oct 22, 2021 18:08 EDT)

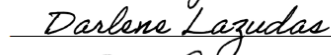
FOR THE UNION

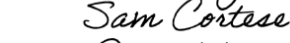












Letters of Understanding (2)

RE: 12 HOURS SHIFT

The parties agree that in the event the Employer deems it necessary to change the scheduling to extended shifts of up to 12 hours in duration, or combination of a variety of shift durations in a two week period, it is understood that the following shall apply:

- a) The Employer shall give as much notice as possible to the Union and the employees of its intent to change the hours of work.
- b) The normal daily extended hours of work shall be 11.25 hours in a 24 hour period, exclusive of forty-five minutes of unpaid meal time.
- c) During the 11.25 hour shift, employees shall be entitled to 3 – 15 minute paid rest periods, to be scheduled by the Employer.
- d) Payments for bereavement leave shall be based on 11.25 hours.
- e) Payment for vacation and holidays shall be based on the equivalent to 11.25 hour entitlement.
- f) Shift premiums will be based on 7.5 hours, the total amount of shift premium paid will not change because of the move to extended shifts.
- g) Overtime shall be paid for all hours in excess of 11.25 hours on a scheduled shift or 78.75 hours in a biweekly pay period averaged over an 8 week period.
- h) Where necessary the Employer and the Union agree to amend the provisions of Article and any other provision being affected by the changes in daily hours to reflect the above understanding.

Note: We may use a combination of shifts ie: 4 hr; 7.5 and 11.25 in the same two week period

DATED at Toronto, Ontario, this 25th day of October 2021.

FOR THE EMPLOYER

FOR THE UNION

Sonia Roul
Sonia Roul (Oct 22, 2021 16:08 EDT)

Joadel Concepcion
Juliet Morgan
Symone March
Catherins Gatilla
Darlens Lazudas
Sam Cortese
J. Roddy
[Signature]

Letters of Understanding (3)

RE: Bill 124

With respect to compensation, should Bill 124 be overturned by the courts, should the Union be granted an exemption from the Legislation or should the Legislation be withdrawn or amended to provide for increases in compensation above 1%, the parties will reconvene negotiations on the proposals from this round of collective bargaining. Should the parties be at impasse, they may apply for interest arbitration pursuant to the Hospital Labour Disputes Arbitration Act.

DATED at Toronto, Ontario, this 25 day of October 2021.

FOR THE EMPLOYER

Sonia Roud
Sonia Roud (Oct 22, 2021 16:08 EDT)

FOR THE UNION

Joadel Concepcion
Juliet Morgan
Symone March
Catherins Gatilla
Darlens Lazudas
Sam Cortese
J. Roddy
[Signature]