

COLLECTIVE AGREEMENT

BETWEEN

BARRIE MANOR SENIOR LIVING

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3979**

TERM:

JUNE 1, 2022 - MAY 31, 2025

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ARTICLE 1 - PURPOSE OF AGREEMENT

1.01 It is the purpose of both parties to this Agreement:

- (1) To foster and maintain relations between the Employer and the Union which provide settled and just conditions of employment.
- (2) To promote the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- (3) To encourage efficiency in operations to ensure the best possible care for the residents of the facility.
- (4) To promote the morale, well being and security of all employees in the bargaining unit of the Union.
- (5) To promote harmonious relations within the workplace.
- (6) To work co-operatively with one another and treat each other with respect, courtesy and dignity.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union agrees that it is the function and right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, classify, promote and lay off employees;
- (c) Discharge, demote, discipline, and;
- (d) Direct the workforce.
- (e) Establish and enforce rules, regulations, policies and practices to be observed by employees which are not inconsistent with the terms of this Collective Agreement.

ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 The Employer hereby recognizes the Union as the sole and exclusive Bargaining Agent for all employees of Barrie Manor Retirement Home, in the City of Barrie, save and except Supervisors, person above the rank of Supervisor and Confidential Secretary to the General Manager or designate.

Clarity Note

For the purpose of clarity, the parties agree that the positions of Kitchen Manager, Activity Director, Director of Nursing, Director of Housekeeping are all at the level of Supervisor.

3.02 No Other Agreement

No employee in the bargaining unit shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of the Collective Agreement.

3.03 (a) Part-time and Temporary Employees

This Collective Agreement is fully applicable to all part-time, temporary or casual employees unless otherwise specified.

(b) Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies, when regular employees are not available and provided that the performing of the aforementioned operations in itself does not reduce the hours of work or pay of any employees. Unpaid persons may only be permitted to work on mutually agreed items, by the Labour-Management Committee, such agreements shall be in writing.

(c) The Employer agrees that during the term of this Collective agreement there shall not be any contracting out of any work currently being performed by members of the bargaining units, if as a result of such contracting out a layoff of any employee, other than casual part-time employees, results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off at the same or better rate of pay, is not a breach of this Agreement.

d) Use of Agency Staff

The use of agency staff is to be limited to ad hoc single shift coverage of vacancies due to illness or leaves of absence, and only when Bargaining unit staff are unavailable. Any other usage of agency staff requires the Union's written approval

- 3.04 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
- (a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters including the processing of grievances. When dealing with grievances, the Union shall be limited to a maximum of one (1) Steward in the processing of such grievances. The Union shall inform the Employer of the names of its Stewards in writing.
 - (b) C.U.P.E. Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to or renewals of this Agreement, and of enforcing bargaining rights of the employees under this Collective Agreement or under the law of Ontario.
- 3.05 C.U.P.E., through its representatives, is recognized by the Employer as having the collective bargaining rights to represent employees in the bargaining unit for the employees in the bargaining unit covered by this Collective Agreement.
- 3.06 When an employee is called in to discuss a disciplinary matter, she shall be advised of her right to be accompanied by a Steward. If requested, the Steward shall promptly attend without loss of wages, provided she is working. If a Steward is not available on the shift, the disciplinary meeting will be scheduled, as soon as possible, at a time mutually agreed to between the parties.
- 3.07 Under no circumstances shall the Union appoint a total of more than three (3) Stewards.
- 3.08 Employees who are appointed by the Union to the bargaining committee (two plus one alternate) for the renewal of the Collective Agreement who are required to be in attendance at negotiating sessions during regularly scheduled shifts, shall be paid their hourly rate to a maximum of eight hours per day for all time spent at negotiations up to and including the first conciliation meeting.

ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate

The Employer agrees that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour national origin, political or religious affiliation, sex or marital status, family relationship, place of residence, nor by reason of his membership or activity in the Union or any other reason.

The Union agrees that there shall be no discrimination, interference or coercion exercised or practised with respect to any matters within their control.

4.02 Human Rights Act

Any claim by an employee, the Union or the Employer pertaining to a violation of the, *Human Rights Act*, or the *Employment Standards Act*, or any other labour relations legislation may be the subject of a grievance which shall be processed in accordance with the Grievance Procedure.

ARTICLE 5 - UNION MEMBERSHIP REQUIREMENT

5.01 All Employees to be Members

All employees of the Employer, as covered under Article 3.01, shall, as a condition of employment, become and remain members in good standing of the Union, according to the constitution and bylaws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

5.02 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.

5.03 Check-Off Payments

The Employer shall deduct from every employee, any dues, initiation fees or assessments levied in accordance with the Union Constitution and Bylaws.

5.04 As a condition of employment each employee shall sign a form authorizing the Employer to deduct each month an amount equal to Union dues from the employee's pay. Such authorization shall not be subject to cancellation.

GROSS EARNINGS: For the purpose of this section, it is defined as the total of monies paid for all hours worked during the pay period and is to include all regular hours, overtime hours, and all paid out hours for statutory holidays.

The amount checked off and any authorized initiation fees owing will be turned over to the Secretary-Treasurer of the National Union not later than the 15th of the following month, together with an itemized list of employees for whom the deductions are made and the amount checked off for each.

5.05 Dues Receipt

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

5.06 Interviewing Opportunity

- (a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and provide a copy of such agreement, upon the successful completion of the employee's probation period. The Employer will advise a new employee of his/her applicable wage rate at the commencement of the Employee's employment.

- (b) The employer agrees to provide a Union Steward with an opportunity to interview new employees once for a period of up to fifteen (15) minutes within the first thirty (30) days of the employee's employment. Such meeting will be held at a time and location that is mutually agreed upon between the Steward and the employee's immediate supervisor.

ARTICLE 6 - CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or designate and the Secretary of the Local Union, with copies to the National Representative of the Union.

6.02 Representatives

The Union will supply the Employer with the names of its Officers. Likewise, the Employer shall supply the Union with the names of its supervisory personnel with whom the Union may be required to transact business.

ARTICLE 7 - NO STRIKES, NO LOCKOUTS

- 7.01 There shall be no strike or lockout as long as this Agreement continues to operate. The words "strike" and "lockout" shall be defined as per the *Ontario Labour Relations Act*.
- 7.02 Should the Employer allege that the Union has engaged in a strike, as defined under the *Ontario Labour Relations Act R.S.O. 1993*, or should the Union allege that the Employer has engaged in a lockout, as defined under the *Ontario Labour Relations Act R.S.O. 1993*, either party may take the matter up at Step 2 of the grievance procedure.

ARTICLE 8 - GRIEVANCE COMMITTEE

- 8.01 The Employer acknowledges the right of the Union to appoint or otherwise select a grievance committee which shall be composed of the President, Secretary plus the Steward directly involved with the grievance. The name and area of each of the stewards and the names of the grievance committee, from time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such steward or chairman until it has been so notified.

8.02 Cooperation of the Employer

The Employer undertakes to instruct all members of its administrative supervisor staff to cooperate with the stewards in the carrying out of the terms and requirements of this Agreement.

8.03 Cooperation of the Union

The Union undertakes to secure from its officers, stewards and members their cooperation with the Employer and with all persons representing the Employer in an administrative supervisory capacity in carrying out the terms and requirements of this Agreement

8.04 Permission to Leave Work

The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each Steward is employed by the Employer and that she will not leave her work during working hours except to perform her duties under this Agreement. Therefore, no Steward shall leave her work without obtaining the permission of her immediate supervisor, who's permission shall not be unreasonably withheld.

8.05 Representative of the Canadian Union of Public Employees

The Union shall have the right to have the assistance of Representatives of the Canadian Union of Public Employees when dealing with the Employer. Such Representatives shall have reasonable access to the Employer's premises after notice has been given to the Employer and mutual arrangements made.

ARTICLE 9 - GRIEVANCE PROCEDURE

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 they have given their supervisor an opportunity to adjust the complaint. No grievance shall be considered where the event giving rise to it occurred or originated more than ten (10) days before the filing of the grievance.

9.01 Step #1. If an employee has an unsettled complaint affecting herself regarding the interpretation, application, administration or alleged violation of this Agreement, the employee may take the matter up as a grievance within five (5) days after receiving an unsatisfactory reply to the complaint.

9.02 Step #2. Failing settlement at Step #1, the Union representative may, within ten (10) days of receipt of the General Manager or designate reply, request a meeting between the parties. The General Manager or designate shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement at Step #2 the grievance may be

submitted to arbitration as hereinafter provided if the request is made in writing to the other party within fourteen (14) days after the decision has been given at Step #2. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to have been settled or abandoned, unless extended by mutual agreement of both parties.

9.03 The reference to days means all calendar days except Saturdays, Sundays and public holidays. Any and all time limits may at any time be extended by written agreement between the Employer and the Union.

9.04 Within the terms of this Agreement, a Union or Employer "Policy Grievance" shall be defined as any difference between the Employer and the Union concerning the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, including a question of whether or not a matter is arbitrable. Such grievance shall be submitted in writing to the General Manager or designate or to the Secretary of the Union, whichever is applicable, who shall convene a meeting of the parties within fourteen (14) calendar days of receipt of the grievance, at a mutually agreed to time.

The General Manager or designate or the Secretary of the Local Union, whichever is applicable, shall reply in writing within five (5) days of the date of the meeting set out herein. Failing settlement, the grievance may be submitted to arbitration if the request is made in writing to the other party within fourteen (14) days after the reply is given. If the grievance is not forwarded to arbitration within those fourteen (14) days, the grievance will be deemed to be settled or abandoned. The time limits set forth in this Article may be extended by mutual agreement between the parties. No Union Policy grievance shall be processed in the above manner which an employee could normally process as an individual employee grievance.

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

ARTICLE 10 - ARBITRATION

10.01 When either party requests that a grievance be submitted to a Board of Arbitration as provided under this Collective Agreement, it shall make such request in writing addressed to the other party and at the same time name its nominee.
Within five (5) days of the request being received, the other party shall name its nominee in writing.

Should the two nominees be unable to select an arbitrator within seven (7) days then either party may request the Minister of Labour of the Province of Ontario to nominate a person to act as a Chairperson at any time thereafter.

- 10.02 No person may be appointed as a nominee who had been involved in an attempt to negotiate or settle the grievance.
- 10.03 Each of the parties hereto shall bear the expenses of the representative appointed on its behalf and the parties hereto shall jointly bear the expense of the chairperson of the Board of Arbitration.
- 10.04 The decision of the majority of the Arbitration Board shall be the decision of the Board and shall be final and binding upon the Employer, the Union and the employee or employees affected; provided, however, that in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions nor to make any decision in conflict with the provisions of this Agreement. In the event there is no majority decision, the decision of the chairperson shall govern.
- 10.05 Unless the Collective Agreement provides a specific penalty, in determining a discharge case, the Board of Arbitration shall have the authority to:
- (a) Affirm the Employer's action and dismiss the grievance;
 - (b) Set aside the penalty imposed by the Employer and restore the grievor to his former position with or without compensation; or
 - (c) Vary or alter the penalty imposed by the Employer or make such other determination as the Board in its discretion may deem just and reasonable; and/or
 - (d) Have access to the Employer's premises to view working conditions or operations that may be relevant to the resolution of the grievance.
- 10.06 Notwithstanding the arbitration procedure outlined above, a grievance after the second step in grievance procedure may be referred to the Ontario Labour Relations Board for arbitration under the provisions of the *Labour Relations Act* for appointment of a single arbitrator.

ARTICLE 11 - DISCHARGE AND SUSPENSIONS

- 11.01 Designation of Supervisor --- every employee shall be notified of the name of her immediate designated supervisor.
- 11.02 In order to be valid as grounds for further disciplinary action, a written warning must be communicated to the employee within ten (10) days of the incident which gave rise to the complaint.
- 11.03 A claim by an employee who has completed the probationary period that she has been discharged or suspended without just cause, shall be treated as a grievance if a written statement of such grievance is lodged with the General Manager or designate at Step #2 of

the grievance procedure within five (5) days after the employee is made aware of the suspension or discharge.

Such special grievances may be resolved by:

- (a) Confirming the Employer's action;
- (b) Reinstating the employee with or without full compensation for time lost;
- (c) Any other arrangement which is just and equitable in the opinion of the conferring parties or through arbitration.

11.04 An employee who has been dismissed during her shift shall be granted a reasonable period of time to meet with a Steward, if available, or other bargaining unit employee, before leaving the premises. The Steward will obtain permission from her immediate supervisor and indicate the probable duration of her absence from her duties. Such permission will not be unreasonably withheld. This Article will not apply in circumstances in which the employee must be removed or directed to leave the Employer's premises immediately.

11.05 When an employee has completed any twelve (12) continuous month period without any disciplinary action being placed against her record, her record prior to the twelve (12) month period shall not be used as a basis for any subsequent disciplinary action taken against the employee. After twenty-four (24) months the disciplinary warning will be removed from the employee's work record provided the employee requests the removal in writing.

11.06 Provided an employee submits a request in writing, an employee shall be granted the opportunity to view her personnel file. Within eight (8) working days of receipt of her request, the General Manager or designate will establish a time for the employee to view the file.

Copies of any relevant documents will be supplied upon request, if related to the discharge or suspension.

ARTICLE 12 - SENIORITY

12.01 Seniority as referred to in this Agreement shall mean the length of continuous service with the Employer and shall be on a bargaining unit wide basis.

12.02 (a) A newly hired full-time employee shall be on probation for 450 working hours or three (3) months, whichever comes first, from the last date of hiring.

(b) A newly hired part-time employee shall be on probation for 450 working hours worked or four (4) months, whichever occurs first. The probation period may be extended by mutual agreement between the Employer, the employee and the Union by up to an additional fifty (50) hours. Such agreement shall be in writing.

(c) The purpose of probation is to provide an opportunity for the Employer to determine whether an employee has the ability and qualities to become a reliable, competent

employee and for the employee to determine whether the position is to her liking. It is understood that a lesser standard of just cause may be applied to probationary employees than to seniority employees in matters of discipline and/or dismissal.

- 12.03 An employee's seniority and all benefits and all seniority rights shall cease, and the employee be deemed to be terminated if an employee:
- (a) Voluntarily quits.
 - (b) Is discharged and such discharge is not reversed through the grievance and/or arbitration procedure.
 - (c) Is absent for more than two (2) working days without notifying the Employer unless such notification was not reasonably possible.
 - (d) Fails to return to work within seven (7) calendar days following notice of recall from layoff after being notified by registered mail to do so.
 - (e) If laid off for a continuous period of more than eighteen (18) months.
 - (f) Is absent due to non-work-related illness or disability for a period in excess of twenty-four (24) months.
 - (g) Is absent due to work related illness or disability for a period in excess of twenty-four (24) months or in accordance with the *Workplace Safety and Insurance Act*.
 - (h) Fails to return to work after the expiration of an authorized leave of absence or suspension without providing the Employer with reasonable explanation.
 - (i) Uses an authorized leave for a purpose other than that for which the leave was granted by the Employer.
- 12.04 Effective the calendar year following the ratification of this Agreement, the seniority list will be revised four (4) times per year, January, April, July and October of each year. A copy of the seniority list will be posted, and a copy will be given to the Union. The seniority list for all employees will be in order of last date of hire. If two or more employees commence work on the same day, their position on the seniority list shall be in order of first (1st) shift worked; i.e. days, evenings, nights.

ARTICLE 13 - EMPLOYEES DEFINED

- 13.01 (a) A full-time employee is one who regularly works more than twenty-four (24) hours per week on a regular and continuing basis.
- (b) A part-time employee is one who regularly works twenty-four (24) hours or less per week.
- (c) 1. A student shall be defined as those employees who are enrolled in full-time attendance at a community college, high school or other similar educational institution.
2. Students shall be paid at the rates set out in Schedule "A" as long as they are students as defined above. When the condition set out above is no longer met by such employee she shall be laid off.
3. A student, who has been laid off out of the student classification, may apply for any regular full-time or part-time position that the Home may have available. The student's employment record, skill, ability and availability to perform the required tasks will be used as a basis for determining their suitability for employment in regular full-time or part-time positions. This should not be construed as a guarantee of employment or an offer of employment. Students hired for regular full-time or part-time positions will serve the probationary period as set out in the Collective Agreement.
4. Students shall not be eligible for the payment in lieu of benefits.
- (d) A "relief part-time employee" shall be defined as an employee who works on a relief or ad hoc basis, or on as needed basis and may be called and/or scheduled as required by the Employer after all regular seniority full-time employees who have not achieved a maximum seventy-five (75) hours in a two (2) week period, and all regular seniority part-time employees have indicated a refusal or inability to work the shifts that are required by the Employer.
- (e) A "temporary employee" shall be defined as an employee who is employed for a specific term, project or task. Such employee will not be treated as a seniority employee and will not accumulate seniority; however, a record will be kept of hours worked during a temporary assignment for a period on one (1) year. In the event that the Employer decides that it wishes to hire such employee on a permanent basis during the one-year period referred to herein, the hours worked as a temporary will be recognized for seniority purposes after she is hired. It is also understood that before a temporary employee is hired for a specific term, project or task, and where it is expected that the temporary positions will be for a period that is greater than six (6) weeks, the position will be posted.

- (f) Both parties agree that students and employees who are regularly employed for not more than twenty-four (24) hours per week shall have first preference over any person outside the bargaining unit in accordance with their seniority and qualifications when filling full-time positions.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Definition

A lay-off shall be defined as a reduction in the workforce or a reduction in the regular hours of work.

14.02 Notice of Layoff

In the event of a proposed layoff of a permanent or long-term nature or the elimination of a position within the bargaining unit, the Employer shall:

- (a) Provide the Union with no less than six (6) weeks written notice of the proposed layoff or elimination of position. This notice is not in addition to required notice as set out in (b) and (c) of this article;
- (b) Provide to the affected employee(s), if any, notice of layoff in accordance with the *Employment Standards Act*;
- (c) Such notice will be handed to the employee and a signed acknowledgement requested if the employee is at work at the time the notice is ready for delivery. In the alternative, it shall be mailed by registered mail. An employee on lay-off and recalled to a temporary position shall not be entitled to further notice of lay-off.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided as above shall be considered notice to the Union of any subsequent layoff.

14.03 Layoff and Recall

In the event of layoff, the Home shall lay off employees in the reverse order of their seniority, within their classification, providing that there remain on the job employees who have the ability and qualifications to perform the work.

An employee who is subject to layoff shall have the right to either:

- (a) Accept the layoff; or
- (b) Opt to retire, if eligible under the terms of the pension plan, if applicable; or

- (c) Displace another employee who has lesser bargaining unit seniority in the same or a lower or an identical-paying classification in the bargaining unit if the employee originally subject to layoff has the ability to meet the normal requirements of the job and is qualified without training, other than orientation. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 14.02.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Employer of his or her intention to do so and the position claimed within seven (7) days after receiving the notice of layoff.

An employee who is subject to layoff other than layoff of a permanent or long-term nature shall have the right to accept the layoff or displace another employee in accordance with (a) and (c) above.

It is understood that, at time of layoff, up to date seniority lists (both full-time and part-time) will be provided. However, the seniority will be deemed to be merged for purposes of displacing another employee in accordance with 14.03(c).

14.04 Recall

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided he or she has the ability and qualification to perform the work before such opening is filled on a regular basis under a job posting procedure.
- (b) An employee recalled to work in a different classification 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.
- (c) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.
- (e) Employees on layoff shall be given preference for temporary vacancies which are expected to exceed fifteen (15) working days but less than six (6) weeks as provided in Article 15.01(b) of the Collective Agreement. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. In such cases the job posting provision of the Collective Agreement is not considered violated.

- 14.05 No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.
- 14.06 In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 14.02.
- 14.07 Laid off employees shall retain seniority, service and recall rights in accordance with Article 12.03(e).

ARTICLE 15 - JOB POSTINGS AND VACANCIES

- 15.01 (a) In this Article a vacancy means a position of employment within the bargaining unit which is not filled but does not include any such position which is expected to be of six weeks or less duration.
- (b) (i) Temporary full-time vacancies of more than six weeks duration shall be posted. Such position shall be filled from applications received on the basis of seniority, provided the senior employee is qualified to perform the normal requirements of the job.
- An employee who relieves in such a temporary position shall retain her status for a period of up to six months, at which time the employee shall revert to her former position. If the temporary position still exists, it shall be reposted.
- (ii) Temporary vacancies that are expected to be for a period of less than six (6) weeks duration will not be posted. The Employer will endeavour to fill temporary vacancies from within the bargaining unit first, without having to pay any premium pay to any bargaining unit employee, and while having due regard to its operations. In the course of distributing the available shifts resulting from a temporary vacancy, the Employer will endeavour to distribute the shifts amongst full-time employees first who do not work a full seventy-five (75) hour bi-weekly schedule and then, to part-time employees as equitably as possible.
- (c) In the event of long-term vacancies in part-time positions, the hours shall be divided evenly amongst the classification and department or filled on a temporary basis.
- d) In the posting of any vacancies the Employer will give preference to the designation of full- time positions over part-time positions.**
- 15.02 When a vacancy occurs the Employer shall post a notice of such vacancy on the bulletin board, the posting will indicate full-time or part-time, the classification and the required shift/shifts and the hourly rate of pay, as well as the minimum qualifications.

- 15.03 When filling any vacancy, the Employer shall give preference to an applicant employee in the bargaining unit with the most seniority provided such employee has the ability and qualifications to perform the required work.
- 15.04 (a) A vacancy shall be posted for seven (7) calendar days and be filled within seven (7) calendar days. Applicants shall notify the General Manager or designate or her designate in writing on forms supplied by the Employer within that time to be eligible. Except in cases when the normal operation of services might be affected, the successful applicant will be scheduled to the new position within seven (7) calendar days of the closing date of the posting.
- (b) Notifications to the Union for extensions and/or early filling of job postings due to operational requirements will be communicated to the Union for agreement in these cases.
- 15.05 (a) The successful applicant shall be placed on trial in a new position for a period of one (1) month. Such position shall become permanent after the trial period unless the Employer feels that the employee is not suitable for the position and it is required that she return to her former position. If the employee involved feels that she is not suitable for the position, she may exercise her right to return to her former position within the one (1) month trial period or until the former position had been filled permanently, whichever occurs first.
- (b) In the event an employee returns, or is returned, to her former position, the employee will return without any loss of seniority or wages.
- 15.06 Employees who are on vacation may indicate in advance their desire, in writing, to apply for a posting if such a posting should occur during their vacation. In such a case the Employer shall fill the vacancy temporarily from within the bargaining unit.
- 15.07 Until the vacancy is filled via the above manner, the Employer may fill the position as it deems appropriate from within the bargaining unit.
- 15.08 No employee shall be transferred to a non-bargaining unit position without her consent. If any employee is transferred, she shall retain her seniority and her right to return to the bargaining unit for a period of one month. If an employee or the Employer feels that she is not suitable for the position she may exercise her right to return to her former position in the bargaining unit within the one (1) month period or until the former position is filled permanently, whichever occurs first.
- In the event an employee returns, or is returned to her former position, the employee will return without the loss of seniority or wages.
- 15.09 (a) The Employer shall give notification to the employee and the Union within seven (7) calendar days of the date of appointment to a vacant position and the name of the successful applicant shall be posted on the bulletin board. Until a vacancy is filled by

the above procedure the Employer may fill the vacancy as it deems appropriate from within the bargaining unit.

- (b) The Employer agrees to keep the Union advised, upon their request, of specific changes in status with regard to new employees who are to have union dues deducted; employees who are to be laid off or recalled, or employees who have been discharged.

15.10 Modified Work Provision

In the event that an employee can return from a Worker's Safety and Insurance ("WSIA") absence, the employee will be reinstated in accordance with the *Worker's Safety and Insurance Act*. In the event that an employee is returning from a sick claim and has not provided the Employer with seven (7) calendar days' notice of her return to work, she shall be placed on the "on call" list until such time that the Employer posts a new schedule, at which time the employee shall resume her regular schedule.

- 15.11 The Employer agrees to post any course data or seminar notifications which come to its attention which may be of interest to the employees for the purpose of upgrading their skill levels relevant to their job classification. Any employee may make application for any course that is posted through the Employer if a leave of absence is required. If more than one qualified employee applies for such leave, consideration shall be given to previous leaves of absence and all things being equal, seniority will prevail. It is understood that there will be no loss of seniority to any employee on a leave of absence for this purpose.
- 15.12 Employee's work performance may be evaluated by the employee's supervisor or her designate. An employee will be given an opportunity to review the written evaluation and any other documentation pertaining to the evaluation. Prior to the evaluation document being filed, an employee may add her comments to the documents or on a separate page which will be considered part of the evaluation. The employee is to sign the evaluation document not for the purpose of indicating agreement, but for the purpose of indicating that she has read and understood the contents. Evaluation meetings will take place during the employees' working hours.
- 15.13 It shall be the duty of each employee to notify the Employer promptly of any change of address. Notice required by the Employer shall be deemed to be given, if forwarded to the employee at the last address of which the Employer had notice.

ARTICLE 16 - HOURS OF WORK

- 16.01 The following is intended to define the normal hours of work for full-time employees but shall not be interpreted as a guarantee of hours of work per day or per week or days of work per week. The normal hours for full-time employees are seven and one-half (7½) hours per day plus an unpaid thirty (30) minute meal period and seventy-five (75) hours in a two (2) week period. Should the employee not be able to take the one-half (½) hour lunch break during her shift, it shall be paid as time worked. Working during the employee's lunch break

must be approved by the Supervisor. It is understood that the above does not restrict schedules of less than seven and one-half (7½) hours per day.

- 16.02 No employee shall work more than six (6) consecutive days except by agreement between the parties. This requirement shall not apply between December 1st and January 15th each year.
- 16.03 (a) Full-time Employees will be scheduled for at least every second (2nd) weekend off. Part-time Employees will be scheduled at least every third (3rd) weekend off. The Employer will endeavour to arrange schedules so as to provide for the weekend rotation off above. This shall not be construed as requiring the Employer to hire additional staff. This clause shall not apply to any employee who wishes to work more than the number of weekends herein provided. Employees who are on their weekend off shall not be subject to call-ins by the Employer unless they have requested to be called.
- (b) The Employer shall post work schedules on a four (4) week basis at least one (1) week prior to the effective date of the schedule. No changes shall be made in the schedule of the employees once it is posted unless by mutual agreement, or unless it is necessary to facilitate the return to work of an employee who has been on *Worker's Safety and Insurance Act* absence as referred to in Article 15.10 of this Agreement.
- 16.04 (a) There shall be two (2) fifteen (15) minutes breaks with pay for all employees during each shift of seven (7) hours or more, at times that are designated by the Employer.
- (b) Short shifts of more than four (4) hours but less than seven (7) hours shall receive one (1) fifteen (15) minute break with pay during the middle portion of such shift at a time designated by the Employer.
- 16.05 The Employer shall maintain a call-in list. All employees will be included on the list unless a satisfactory reason to be removed from the list is given in writing to the Employer. Call-ins will be shared as fairly and equitably as possible based on the most senior employee being called first, on a rotating basis. Call-ins will be by shift, not by number of hours. Each call-in will be indicated in the call-in book as "accepted", "no answer" or "refused".

The Employer shall bypass an employee on the list who would be eligible for overtime premium if called in to work until such time as all employees who are available would be eligible for overtime pay.

Part-time staff have regularly scheduled shifts and their first commitment is to those shifts.

16.06 **12 Hour Shift**

The Employer and Union may agree to **trialing 12-hour shifts** for some job classifications within the bargaining unit.

Every affected member shall be able to vote on whether or not their classification group will trial 12-hour shifts.

Such trial shall last for 6 months, after which the affected classification shall vote on whether they wish to stay on the 12 hour shifts or return to their previous scheduled with two thirds (2/3) or more members required in order to stay on the 12-hour shifts.

Nothing in this article shall reduces a Workers' right to seek an accommodation as entitled under the Human Rights Code of Ontario or other relevant statutes.

(a) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(b) **Hours of Work**

i) Where employees are now working a longer daily shift, the provisions set out in this Article governing the regular hours of work on a daily tour shall be adjusted accordingly.

ii) The normal daily shift shall be twelve (12) consecutive hours in any 24-hour period, including two, thirty (30) minute paid meal breaks.

(c) Payment for bereavement leave is based on 12 hours for extended hours.

(d) Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 8-hour entitlement. For clarity, payment for lieu days as a result of paid holiday for full-time employees is paid at 8 hours.

(e) Overtime premium as set out in Article 17 shall be paid for all hours paid in excess of 12 hours on a scheduled 12-hour shift or 80 hours bi-weekly pay period.

ARTICLE 17 - OVERTIME AND PREMIUMS

17.01 Overtime Defined

Employees shall receive wages at the rate of one and one-half (1½) times the regular rate for all time in excess of 7.5 hours per shift and for all time in excess of seventy-five (75) hours in a bi-weekly pay period. Overtime shall not apply if it is the result of a voluntary switch of time at the request of the employee. All overtime must be approved by the employer or the employer's designate prior to any overtime being worked.

17.02 Call-Back Pay

A full-time employee who has been called back to work by the Employer outside her regular working hours shall be paid for a minimum of three (3) hours at overtime rates providing her original shift was seven and one-half (7½) hours in duration.

17.03 Compensation for Work on 7th Day Not Regularly Scheduled

No employee shall work more than six (6) consecutive days or more than twenty (20) days in any four (4) week scheduling period, except by agreement between the parties or except in the case of emergency. All work performed in excess of the above shall be paid for at a rate of time and one-half, unless an agreement has been made.

17.04 Turn Around Time

Except by agreement between the parties or except in the case of emergency, an employee shall have a break of at least twelve (12) hours between scheduled shifts. An employee who is required to start a new scheduled shift within twelve (12) hours of completing her previous shift, including overtime, shall be paid at the rate of time and one-half for all hours which fall within the twelve-hour turn around time.

17.05 Reporting Pay

If an employee who is scheduled to work a four or more hour shift reports for work and is notified that no work is available, she shall be paid a minimum of three (3) hours pay at her regular rate and shall remain at the Home.

17.06 Shift premium

(a) All employees who have completed probation and who work through the entire night shift (i.e., 12:00am through 8:00am) will receive a shift premium of twenty-five cents (\$0.25) for each hour worked on such shift. Shift premium will not be paid for any hour in respect of which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate. It is understood that shift premium will not be paid to an employee who works the night shift as a result of an exchange of shifts with another employee.

17.07 Weekend Premium

Employees shall be paid a weekend premium of twenty-five cents (\$0.25) per hour for all hours worked between midnight on Friday until midnight on Sunday.

ARTICLE 18 - VACATIONS

18.01 For the purposes of the vacation, vacation entitlement is to be based upon a vacation year effective 2014 calendar year. All vacations must be taken within the 12-month period following the anniversary date and cannot be accumulated from one year to the next unless mutually agreed to by the parties in writing.

Effective January 1, 2014, vacation pay will be determined on the basis of a vacation year which is a calendar year of January 1 through December 31st of each year.

18.02 Employees will be requested to record their vacation schedule preference on a sheet to be posted from March 1st to April 1st of each year and confirm the request in writing to the General Manager or designate. An approved vacation schedule will be posted by April 15th based on operational requirements and the confirmed written request. Employees who fail to schedule their vacation during the posting period, will be considered for vacation periods not previously committed on a first come, first served basis provided the Employer can maintain a trained and qualified workforce to meet its operation requirements.

18.03 The Employer shall determine the time when vacations may be taken and will give preference to the more senior employees who have requested specific time periods in compliance with the vacation posting notice. Taking into consideration that the Home is a continuous operation, the Employer shall endeavour to schedule vacation so that the vacation will commence immediately following an employee's regularly scheduled days off.

18.04 Vacation pay shall be paid to an employee on the pay day immediately prior to the commencement of the vacation provided the employee notifies the General Manager or designate in advance of the next pay period.

Vacation pay may be included on the same cheque as the regular pay cheque for the pay immediately prior to the vacation period. The amount of vacation pay shall be for the amount of vacation time taken, if applicable, and the cheque shall be treated in a similar manner to a regular pay for tax purposes as the pay for the total period.

Employees with outstanding vacation credits will be advised. Any employee entitled to vacation pay who has not received vacation pay by their following anniversary date, shall be paid vacation pay unless agreed per Article 18.01.

18.05 Employees shall be granted vacation with pay according to the following schedule:

	VACATION
(a) Under one year	4% of gross earnings for the period worked; time off at the rate of 1 day per month, to a maximum of 10 working days.
(b) One year, but less than five years	two weeks

- (c) Five years, but less than eight years three weeks
- (d) Eight years, but less than fourteen years four weeks
- (e) Fourteen years, but not less than twenty years five weeks
- (g) Twenty years or more six weeks

Vacation pay shall be 2% of gross earnings for each week of vacation entitlement. Gross earnings will be based on the twelve (12) months January 1st to December 31st.

Full-time employees have the right waive, in writing, their full-time benefits (i.e. health benefits, float days, sick days) and to receive the pay in lieu of benefits that part-time employees receive. At any time, a full-time employee may elect to be restored to full-time benefits with 30 days' notice.

Vacation for employees classified as part-time employees will be based on an equivalency of 1,800 hours equals one year of service. The schedule of vacation will be the same as for full-time employees.

18.06 Part-time employees shall be granted vacations according to the following schedule:

- (a) Under 1800 hours 4% of gross earnings for the worked;
- (b) 1800 hours, but less than 9000 hours two weeks
- (c) 9000 hours, but less than 14,400 hours three weeks
- (d) 14,400 hours, but less than 25,200 hours four weeks
- (e) more than 25,200 hours five weeks

Vacation pay shall be 2% of gross earnings for each week of vacation entitlement. Gross earnings will be based on the twelve (12) months January 1st to December 31st.

Beginning at ratification (August 2, 2018), the Employer may provide vacation pay for part-time employees on a per-pay-day period basis rather than on an annual basis.

Vacation for employees classified as part-time employees will be based on an equivalency of 1,800 hours equals one year of service. The schedule of vacation will be the same as for full-time employees.

ARTICLE 19 - PAID HOLIDAYS

19.01 For full-time employees who have completed their probationary period, the Employer shall recognize the following as paid holidays:

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

19.02 If another Federal, Provincial or Municipal Holiday should be proclaimed during the term of this Agreement, such additional proclaimed holiday will replace one of the paid holidays specified above which is not yet a statutory holiday and which has not been observed in the year in question. The intent is that there will be no more than the number of paid holidays per calendar year set out in this Agreement for the duration of the Agreement.

19.03 In order to qualify for holiday pay a full-time employee must work her full scheduled shift preceding and immediately follow the holiday concerned. She must be at work at least twelve (12) days during the four weeks immediately preceding a public holiday. The Employer shall endeavour to schedule such that no employee shall be required to work more than 50% of the above noted Statutory Holidays in a calendar year.

19.04 Employees eligible for holiday pay shall be credited with pay computed at straight time for the holidays referred to above.

19.05 An employee who qualifies for holiday pay and who works on the holiday will receive pay at the rate of time and one half (1 1/2) the employee's regular rate for the work performed on such holiday in addition to the employee's holiday pay.

19.06 An employee who is not eligible or who is not qualified and who is required to work on any of the named holidays will receive pay at the rate of time and one half (1 1/2) the employee's regular rate of pay for each hour worked.

19.07 If one of the above-named holidays occurs on an employee's regular day off or during her vacation period, the employee shall receive an additional day off in lieu thereof within thirty (30) days either side of the holiday unless otherwise arranged between the employee and the supervisor. If unable to schedule the lieu day a day's pay will be paid out.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

Wages, in accordance with Schedule 'A' attached hereto and forming part of this Collective Agreement shall be paid on Fridays on a bi-weekly basis. Wages shall be directly deposited into an employee's bank account based on the information that is provided by the employee to the Home. It is the employee's responsibility to keep the Employer informed of any changes in the employee's banking information from time to time.

20.02 Pay on Transfer to Lower Rated Position

When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

ARTICLE 21 - SICK LEAVE

21.01 Employees shall be entitled to a sick leave plan based on the following:

- a) Sick leave shall be for the sole purpose of protecting employees in the event of legitimate illness.
- b) Effective date of ratification all full-time employees who have completed their probationary period shall accumulate sick day credits based on the following schedule:
 - i) Employees who have completed their probation will begin to accumulate sick credits at the rate of 7.5 hours (1 credit) for each period of 146.5 hours worked.
 - ii) The unused portion of an employee's sick leave shall accrue for her/his future benefit to a maximum of twenty-five (25) credits. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.
 - iii) An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off unless a doctor's certificate is provided.
 - iv) An employee who is injured at work and receiving payments from the Workers' Safety and Insurance Board will not be paid sick leave pay by the Employer pursuant to this Article 21.
 - v) An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of their day shift and four (4) hours before the evening and night shift, unless impossible.

- vi) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, or on the third and consecutive illness in a calendar year, certifying that the employee was unable to carry out their duties due to illness. The Employer will pay for the medical certificate if requesting same.
- c) A full-time employee shall be entitled to have those days absent due to sickness from her scheduled shift paid for at her normal rate for the hours missed, so long as she has sick leave credits. The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payment.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Union Leave

- a) Upon the request of the Union each steward shall be entitled to an unpaid leave of absence of one day per year for the purpose of attending educational seminars sponsored by the Union, such leave being subject to the Employer being able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime
- b) An employee promoted to a position with the National Union shall be granted a leave of absence for one year. Such leave may be renewed annually upon request of the employee.

22.02 Parental/Pregnancy Leave

Pregnancy and parental leaves will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

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

The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

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

(iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under 22.02 (h) Parental Leave.

(c) An employee who does not apply for leave of absence under 22.02 a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 19.08 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in her opinion, delivery will occur or the actual date of her delivery.

(d) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift if her shift was designated.

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

(e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 22.02 d).

(f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

(g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.**

Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.**
- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or her own**
- (iii) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. 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.**
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.**

Parental leave ends sixty-one (61) weeks or sixty-three (63) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- (v) For the purposes of Parental Leave the provisions under 22.02 a), d), e), f), g) and h) shall also apply.**

The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-one (61) weeks while the employee is on parental leave.

Credits for service and seniority shall accumulate for a period of up to sixty-one (61) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.

The Employer will continue to pay the percentage in lieu of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

22.03 Bereavement Leave

An employee shall be granted up to five (5) days without loss of pay in the case of death of spouse or child. It is understood that spouse as referred to in this article will include an employee's common-law partner or same sex partner. An employee shall be granted up to three (3) days without loss of pay in case of death of mother, father, sister, brother, grandchild, grandparent, and for any person whom the employee is legally responsible for. Such leave will not extend beyond the funeral date without express consent of the Employer. An employee shall be granted one (1) day leave of absence without loss of pay to attend the funeral of a mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, and daughter-in-law. In the clause "day" shall include all calendar days. If excess travel is required, the employee may be granted a leave of absence without pay and without loss of seniority. Such request will not be unreasonably denied.

22.04 Jury Duty

A seniority employee will be granted a leave of absence with pay at her regular hourly rate for the normally scheduled number of hours that the employee would otherwise have been required to work by the Employer for the purpose of serving jury duty or appearing as a crown witness, provided that the employee will reimburse the Employer the full amount of jury duty fees for appearing as a crown witness, excluding an expense allowance received in respect of travel or meals. An employee who is not required to be in attendance at court will promptly report to work as a required by the Employer. The employee will provide the Employer with a signed document from the clerk of the court stating the days and time that the employee was in attendance. In order to qualify for pay under this article, an employee will present proof of service of any jury notice or crown subpoena and the amount of money that has been received. The employee shall not lose any seniority or benefits (where applicable) during the jury duty leave.

22.05 Education Leave

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade her employment qualifications providing the Employer is able to adequately staff the Home without violating scheduling requirements or causing an employee to work overtime.

22.06 General Leave

If an employee has no vacation time left, the Employer may grant a leave of absence without pay to any employee for legitimate personal reasons. The employee, to be considered for such leave of absence, must make her request known to the Home, in writing, as soon as possible as the need for such leave becomes known to the employee. Such consent shall not be unreasonably withheld, having regard for the reason for the requested leave and the staffing requirements of the Home.

22.07 Family Leave of Absence

- (a) Employees will be eligible to receive an unpaid Family Leave of Absence of up to eight (8) weeks in a twenty-six (26) week period as prescribed by the *Employment Standards Act* (as amended 2004, c.15) (hereinafter referred to as "*the Act*"), in order to care for a family member who has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks as confirmed in a certificate issued by a qualified medical physician. It is understood that under *the Act*, the specified family members in respect of which the Family Leave of Absence may be taken are the employee's spouse, parent, step-parent, foster parent, child, step-child, foster child of the employee or the employee's spouse.
- (b) An employee who wishes to take leave under this section shall provide advance notice by advising his or her employer in writing that he or she will be doing so.
- (c) In accordance with *the Act*, an employee on Family Leave of Absence, will continue to participate in benefits that applied to the employee as at the point of the commencement of the Leave. During the Family Leave, it is understood that the Employer will continue to make its contributions for any benefit plan referred to in this Agreement unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contributions as set out in this Collective Agreement. Employees will also accumulate seniority under this Collective Agreement while on Family Leave in accordance with *the Act*.
- (d) An employee on a Family Leave of Absence may request an extension to the Leave of Absence in writing and in accordance with *the Act* where circumstances so warrant such an extension.

ARTICLE 23 - EMPLOYEE BENEFITS

- 23.01 (a) The following benefits apply to full-time employees who have completed probation only:
- (1) The Employer shall pay 100% of the premium cost for a \$10 - \$20 deductible per calendar year supplementary health insurance plan which includes drugs and, for employee and eligible dependants.

(2) The Employer shall pay 100% of the premium cost for \$20,000 term life insurance policy. Effective January 1, 2009, the Employer shall pay 100% of the premium cost of \$25,000.00 term life insurance coverage.

(3) The Employer shall pay 50% of the premium costs for a Dental Plan #9 or its equivalent, based on the current ODA fee schedule with a 1-year lag.

(3) Vision Care: prescription eyeglasses or prescription contact lenses prescribed by an ophthalmologist or licensed optometrist to a maximum of \$250.00 ~~\$180.00~~ dollars in any consecutive twenty-four (24) month period.

Eye Examination: Up to seventy-five dollars (\$75.00) in any consecutive twenty-four (24) month period.

(5) The Employer's liability under this benefits Article 23 shall be limited to making the premium contributions required to be paid under this Agreement.

(b) Notwithstanding any other provisions of the Collective Agreement, the Employer is not obliged to make any premium payments in respect of any employee who is on layoff, or leave of absence (including union leave, etc.) in excess of thirty (30) calendar days. Employees whose illness continues beyond the coverage therein provided, shall be permitted to continue coverage at their own expense for a period of up to twelve (12) months provided the premiums are paid to the General Manager or designate on a monthly basis.

If timely payment is not made coverage will cease until the employee is eligible to be covered after she/he returns to work.

(c) The Employer will have the right to select the insurance carrier of its choice in respect of any of the benefits provided herein and will make every effort to identify an insurance carrier that will provide the same benefits at the most economical premiums. It will be the responsibility of the employee(s) to resolve any disputes concerning payment of benefits, directly with the insurance carrier. Any insurance coverage with respect to any of the benefits provided herein will be subject to the terms and conditions of the insurance carrier's policy or policies as the case may be, or the insurance carrier's contract with the Employer.

23.02 Part-time Benefits

Part time employees shall have the option to either receive the % in lieu set out in article 23.02 a) or the benefits and sick leave in 23.02 b). The part time employee will provide their choice in writing to the employer.

a) A part-time employee who has completed probation, not including students, shall receive in lieu of all fringe benefits if elected sick leave and holiday pay (being those benefits to an

employee in whole or in part of direct compensation or otherwise, save and except salary, pension (if applicable), vacation pay, reporting pay, jury and witness duty and bereavement pay) an amount of eight and a half(8.5%) percent at her regular straight time hourly rate for all straight time hours paid. ~~Effective June 1, 2010, this amount shall increase to eight and one-half (8.5) percent.~~ It is understood and agreed that a part-time employee working on a holiday will receive one and one-half (1½x) times her straight time hourly rate for all hours worked on the holiday.

b) The following benefits apply to part-time employees if elected who have completed probation only:

1) The Employer shall pay 100% of the premium cost for a \$10 - \$20 deductible per calendar year supplementary health insurance plan which includes drugs and, for employee and eligible dependants.

2) The Employer shall pay 100% of the premium cost for \$15,000 term life insurance policy.

3) The Employer shall pay 50% of the premium costs for a Dental Plan #9 or its equivalent, based on the current ODA fee schedule with a 1-year lag.

4) Vision Care: prescription eyeglasses or prescription contact lenses prescribed by an ophthalmologist or licensed optometrist to a maximum of \$250.00 ~~\$180.00~~ dollars in any consecutive twenty-four (24) month period.

Eye Examination: Up to seventy-five dollars (\$75.00) in any consecutive twenty-four (24) month period.

(5) The Employer's liability under this benefits Article 23 shall be limited to making the premium contributions required to be paid under this Agreement.

Employees shall be entitled to a sick leave plan based on the following:

a) Sick leave shall be for the sole purpose of protecting employees in the event of legitimate illness.

b) Effective date of ratification all full-time employees who have completed their probationary period shall accumulate sick day credits based on the following schedule:

i) Employees who have completed their probation will begin to

accumulate sick credits at the rate of 7.5 hours (1 credit) for each period of 146.5 hours worked

- ii) The unused portion of an employee's sick leave shall accrue for her/his future benefit to a maximum of five (5) credits. Provided credits are available, employees will be eligible to claim one hundred percent (100%) of scheduled lost time due to illness.**
 - iii) An employee may not be paid for illness for sick time taken before or after a scheduled vacation, leave of absence, designated holiday or scheduled day off unless a doctor's certificate is provided.**
 - iv) An employee who is injured at work and receiving payments from the Workers' Safety and Insurance Board will not be paid sick leave pay by the Employer pursuant to this Article 21.**
 - v) An employee shall notify the Employer of sickness at least two (2) hours prior to the commencement of their day shift and four (4) hours before the evening and night shift, unless impossible.**
 - vi) An employee may be required to produce a certificate from a qualified medical practitioner for any illness in excess of three (3) working days, or on the third and consecutive illness in a calendar year, certifying that the employee was unable to carry out their duties due to illness. The Employer will pay for the medical certificate if requesting same.**
- c) A part-time employee shall be entitled to have those days absent due to sickness from her scheduled shift paid for at her normal rate for the hours missed, so long as she has sick leave credits. The amount of sick leave credits shall be reduced by one (1) for each day for which the employee claims such payment.**

23.03 Uniform Allowance

For employees who have successfully completed probation and who are required by the Employer to wear a uniform, there shall be a uniform allowance of ninety dollars (\$90.00) per year for full-time employees and fifty dollars (\$50.00) per year for part-time employees which amount shall be paid in January of each year. Effective June 1, 2009 the amount of the uniform allowance will be calculated based on annualized amounts of one hundred fifteen dollars (\$115.00) per year for full-time employees and sixty (\$60.00) per year for part-time employees.

ARTICLE 24 - PENSION PLAN

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

24.01 "Plan" means the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" means the basic straight time wages for all hours worked and in addition:

- i) the straight time component of hours worked on a holiday,
- ii) holiday pay, for the hours not worked,
- iii) vacation pay,
- iv) paid sick leave,
- v) bereavement leave,
- vi) jury duty,
- vii) negotiations and grievance meetings.

All other payments, premiums, allowances and similar payments are excluded.

"Eligible employee" means all employees in the bargaining unit who have completed **nine hundred and seventy-five (975)** hours of service.

24.02 Effective June 1, 2021, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three percent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three percent (3.5%) of applicable wages to the Plan.

Effective January 1, 2023, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four percent (4%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employer pays the matching amount.

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.

24.03 The Employee and the Employer contributions shall be remitted by the Employer 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.

24.04 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 toward the costs of benefits provided by the Plan or be responsible for providing such benefits.

The Union and the 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 Plan exceeds the amount specified in the collective agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

24.05 The Employer agrees to provide the Plan General Manager or designate on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as amended, which the General Manager or designate may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article .05 of the agreement are:

- i) to be provided once only at Plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

- ii) to be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - YTD pension contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer

- iii) to be provided once, and if status changes:
 - Full address as provided to the Employer by the employee
 - Termination date when applicable (MMDDYY)

- iv) to be provided once if they are readily available:
- Gender
 - Marital Status

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

ARTICLE 25 - HEALTH AND SAFETY COMMITTEE

25.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury or illness and as such will comply with the *Health and Safety Act (Ontario)* as amended from time to time. A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the bargaining unit, who shall identify potential dangers, recommend means of improving the health and safety programs and obtaining the identification of hazards and standards. The committee shall normally meet every three (3) months.

Scheduled time spent in such meetings is to be considered as time worked. Minutes shall be taken of all meetings and copies shall be distributed to the Employer and the Union.

25.02 Four representatives of the joint Health and Safety Committee, two from management and two from the employees on a rotating basis designated by the employees, shall make quarterly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives who are at work shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury.

Furthermore, such representatives who are at work must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all activities shall be considered as time worked.

25.03 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.

25.04 Workplace Safety and Insurance

For an employee who is absent due to illness or injury that is compensable under the *Workplace Safety and Insurance Act*, the following shall apply:

- (a) The Employer shall continue to pay all health and welfare benefits in accordance with Article 23.01(b).

- (c) An employee will be ineligible for paid holiday, sick leave or any other benefits mentioned in this Agreement during any absence covered under the *Workplace Safety and Insurance Act* except where specified otherwise in the Act.

ARTICLE 26 - GENERAL

- 26.01 The Employer agrees to provide a bulletin board for the Union to use for the purpose of posting information concerning union business. It is further agreed that copies of such notices be given to the Employer prior to posting for the purpose of information only.
- 26.02 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so requires.
- 26.03 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her rights and duties under it. For this reason, the parties shall arrange for the printing of sufficient copies of the agreement with the cost of such printing to be borne equally by the Employer and the Union. Such copies to be available thirty (30) days of signing.
- 26.04 The Employer and the Union agree that under no circumstances will there be any pyramiding of benefits or payments under this Agreement.

LETTER OF UNDERSTANDING

BETWEEN:

BARRIE MANOR SENIOR LIVING

AND

**CANADIAN UNION OF PUBLIC EMPLOYES
AND ITS LOCAL 3979**

RE: "IN SERVICE TRAINING" OUTSIDE SCHEDULED HOURS

The Parties agree that all "In Service Training" outside scheduled hours (unless required by Legislation) is voluntary and no employee shall be disciplined for non-attendance.

The Employer agrees, that in order for employees to take advantage of "In Service Training" to post appropriate timely notices of such.

Signed at this day of 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Kellie Joe Darnley

QR

Karen Dolan

MB

MB

LETTER OF UNDERSTANDING

BETWEEN:

BARRIE MANOR SENIOR LIVING

AND

**CANADIAN UNION OF PUBLIC EMPLOYES
AND ITS LOCAL 3979**

RE: SICK LEAVE CREDITS

As soon as possible after the completion of each calendar year, the Employer will advise employees in writing of the number of hours of unused sick leave that they have accrued as at the end of the calendar year.

Signed at this day of 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Kellie Joe Damley

QR

Karen Dolan

MP

MP

LETTER OF UNDERSTANDING

BETWEEN:

BARRIE MANOR SENIOR LIVING

AND

**CANADIAN UNION OF PUBLIC EMPLOYES
AND ITS LOCAL 3979**

RE: WORKING RELATIONSHIP

The Union and the Employer agree that they will work together in order to improve and promote more harmonious relations within the workplace. Both parties are committed to promoting a workplace in which employees work co-operatively with one another and treat one another with respect, courtesy, dignity.

Signed at _____ this _____ day of _____ 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Kellie Joe Darnley

QA

Karen Dolan

ME

MA

LETTER OF INTENT

BETWEEN:

BARRIE MANOR SENIOR LIVING

AND

**CANADIAN UNION OF PUBLIC EMPLOYES
AND ITS LOCAL 3979**

RE: STAT HOLIDAYS

Should a stat holiday fall immediately following an employee's weekend off, the Company will endeavour to ensure that the employee also has the stat holiday off, providing it is their turn.

Signed at _____ this _____ day of _____ 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Kellie Joe Darnley

AR

Karen Dolan

ME

ME

LETTER OF UNDERSTANDING

BETWEEN:

BARRIE MANOR SENIOR LIVING

AND

**CANADIAN UNION OF PUBLIC EMPLOYES
AND ITS LOCAL 3979**

RE: CALL-IN PROCEDURE IN RELATION TO ARTICLE 16.05

The Employer shall call-in in order of seniority using their scheduling app.

Each member shall have 10 minutes to respond before the next member on the call-in list is notified.

Employers who are working at Barrie Manor shall be notified in person of an available shift and will have 10 minutes to decide if they wish to take the shift once they have been notified.

Signed at this day of 2023.

FOR THE EMPLOYER:

FOR THE UNION:

Kellie Joe Darnley

CR

Karen Dolan

MD

MD

SCHEDULE "A" WAGES – DECEMBER 4, 2022

3% General Wage Increase

CLASSIFICATION	START – 3 MONTHS	3 – 12 MONTHS	12 MONTHS	24 MONTHS
RPN	23.41	23.65	23.88	24.11
Personal Support Worker	18.22	18.40	18.58	18.76
Resident Attendant (RA)	16.17	16.34	16.55	16.73
Lead Cook	17.66	18.40	18.59	18.78
Breakfast Cook	16.17	16.34	16.74	16.91
Maintenance Aide	17.66	18.40	18.59	18.78
Students Ontario Minimum Wage				

SCHEDULE "A" WAGES – JUNE 1, 2023

3% General Wage Increase

CLASSIFICATION	START - 3 MONTHS	3-12 MONTHS	12 MONTHS	24 MONTHS
RPN	24.11	24.36	24.60	24.83
Personal Support Worker	18.77	18.95	19.14	19.32
Resident Attendant (RA)	16.66	16.83	17.05	17.23
Lead Cook	18.19	18.95	19.15	19.34
Breakfast Cook	16.66	16.83	17.24	17.42
Maintenance Aide	18.19	18.95	19.15	16.34
Students Ontario Minimum Wage				

SCHEDULE "A" WAGES – JUNE 1, 2024

3% General Wage Increase

CLASSIFICATION	START - 3 MONTHS	3-12 MONTHS	12 MONTHS	24 MONTHS
RPN	24.83	25.09	25.34	25.58
Personal Support Worker	19.33	19.52	19.71	19.90
Resident Attendant (RA)	17.16	17.33	17.56	17.75
Lead Cook	18.71	19.52	19.72	19.92
Breakfast Cook	17.16	17.33	17.76	17.94
Maintenance Aide	18.74	19.52	19.72	19.92
Students Ontario Minimum Wage				

COPE-41.13

