

**COLLECTIVE AGREEMENT**

**Between:**

**KING CITY LODGE NURSING HOME**

**- and -**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 5024**

**TERM: JANUARY 1, 2020 TO DECEMBER 31, 2022**

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## **PREAMBLE**

Whereas it is the desire of both parties to this Agreement:

- 1) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) To encourage **efficiency in operation**.
- 4) To promote the **morale, well-being and security** of all the employees in the bargaining unit of the Union.
- 5) Both parties agree to act in a fair and reasonable manor.

**AND WHEREAS** it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement;

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

## **ARTICLE 1 - MANAGEMENT RIGHTS**

### 1.01 Management Rights

Except where specifically restricted by the terms of this Agreement, 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 maintain order, discipline and efficiency and to make, alter and enforce reasonable rules and regulations to be observed by the employees.

(b) To hire, lay-off, promote, demote, transfer, discipline, suspend or otherwise discharge employees, provided that a claim by an employee that she has been discharged without just cause, may be subject of a grievance and dealt with as hereinafter provided

1.02 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, employers' organization or employees' organization, physical appearance, residence, or the association with others similarly protected.

## **ARTICLE 2 - RECOGNITION**

2.01 Bargaining Unit

The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of all employees of King City Lodge Nursing Home, in the City of King City, Ontario, save and except supervisors and persons above the rank of supervisor and the Administrative Assistants.

2.02 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, emergencies, or while awaiting the arrival of a regular employee.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her representatives, which may conflict with the terms of this Collective Agreement.

No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization from the union.

2.04 No Contracting-Out

The Employer will not contract out any work of the bargaining unit to the extent that such contracting out results in the lay-off or reduces the regular hours of work of any regular employee in the bargaining unit.

2.05 Representatives of Canadian Union of Public Employees

A Representative of the Canadian Union of Public Employees may, with the approval of the Administrator, have access to the premises of the Employer, to conduct Union Business as defined within this collective agreement.

It is understood that access may be limited to certain areas of the Home and such request for access shall not be unreasonably denied

2.06 Definition of Employee

- (a) A "full-time" employee shall be deemed to be an employee who regularly works more than forty-eight (48) hours bi-weekly.
- (b) A "part-time" employee shall be deemed to be an employee who regularly works not more than forty-eight (48) hours bi-weekly or less.

## **ARTICLE 3 - NO STRIKES/NO LOCKOUTS**

### 3.01 No Strikes and Lockouts

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour Disputes Arbitration Act HLDAA) and Regulations.

## **ARTICLE 4 - HARASSMENT**

4.01 The Employer and the Union recognize the right of all employees to work in an environment free from all types of harassment including but not limited to personal harassment and from any reprisal or threat of reprisal from the rejection of such behaviour. To this end, the parties agree:

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, embarrassing or humiliating to the individual and adversely affects the working environment.

## **ARTICLE 5 - UNION SECURITY AND CHECK-OFF**

### 5.01 Union Security

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

### 5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a lists of the names addresses and phone numbers of all employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.

### 5.03 New Employees

- (a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and **with the conditions** of employment set out in the Articles dealing with Union Security and Dues Check-Off.
  
- (b) The Employer agrees that a Local Union representative will be given the opportunity to meet each newly-hired employee who is a member of the Union, once during the employee's first week of employment, for the

purpose of advising such employee of the existence of the Union and of her rights and obligations under the terms of this Agreement. Such meeting may take place on the Employer's premises at a time and location designated by the Employer for such meeting and shall not exceed fifteen (15) minutes duration.

5.04 T4 Slips

Union dues deducted from the pay of each employee will be shown on the employee's T4 slip.

## **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 Administrator or his/her designate and the Secretary of the Union with a copy sent to the Local President, National Representative of the Union and the Director of Labour Relations of the employer or his/her designate.

## **ARTICLE 7 - UNION MANAGEMENT RELATIONS**

7.01 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.01 b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and conciliation. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to attendance at meetings with the Employer, participation in negotiations and conciliation. The bargaining Committee shall have the right to attend negotiation meetings held within the employees working hours without loss of regular rate of pay.

7.03 a) Union - Management Committee

A Union - Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

b) Function of Committee

The Committee shall concern itself with the following general matters:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Improving and extending services to the public.
- 3) Promoting safety and sanitary practices.
- 4) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- 5) Correcting conditions causing grievances and misunderstandings.

c) Meetings of Committee

The Committee shall meet at least once per quarter, or more often if required, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least seven (7) days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

d) Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

e) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons within ten (10) days after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

7.04 Health and Safety Committee

- (a) The parties agree to abide by the Occupational Health and Safety Act and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- (b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the bargaining unit and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once quarterly. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- (c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety

Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.

- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

## **ARTICLE 8 - GRIEVANCE PROCE**

### **8.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and processing his/her grievance in accordance with the grievance procedure.

8.02 Names of Stewards

The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents before the Employer shall be required to recognize him/her.

8.03 Grievance Committee

The Grievance Committee shall be composed of two (2) members of the Union plus the Union Steward directly involved with the grievance.

8.04 Permission to Leave Work

Officers of the Union or Stewards shall have the right to investigate and process grievances arising under this Agreement for reasonable period during their working hours, without loss of pay, provided they first get permission from the supervisor and report back to the supervisor when finished Union business. Such permission shall not be unreasonable withheld. Stewards shall not leave the Employer's premises during such a period.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Union considers the grievance to be justified, he/she will first seek to settle the dispute with the employee's Supervisor.

### Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Union will submit to the Department Head a written statement of the particulars of the grievance and the redress sought. The Department Head shall render his/her decision within five (5) working days after receipt of such notice.

### Step 3

Failing settlement being reached in Step 3, the Union will submit the written grievance to the Administrator, who shall render his/her decision within five (5) working days after receipt of such notice.

### Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

#### 8.07 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 3.

#### 8.08 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

#### 8.09 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

8.10 Union May Institute Grievance

The Union and its Representatives shall have the right to originate a grievance on behalf of an employee, or group of employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 2.

8.11 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.12 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday, or a recognized holiday.

## **ARTICLE 9 - ARBITRATION**

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.07 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Time limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if, and

when, the necessity arises. The parties are not precluded from agreeing to mediation or mediation/arbitration under Section 50 of the *Ontario Labour Relations Act*.

## **ARTICLE 10 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **10.01 Adverse Report**

Any letter of reprimand, suspension or other sanction will be removed from the record of the employee twelve (12) months following the receipt of such letter, suspension or other sanction, provided that there is no recurrence of disciplinary action within the twelve months.

### **10.02 Discipline Notices**

Whenever the Employer or its authorized agent deem it necessary to discipline an employee, in a manner indicating that dismissal or discipline may follow any further infraction or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall normally, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved.

### **10.03 Discharge Procedure**

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

### **10.04 May Omit Grievance Steps**

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8.06, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.05 Access to Personnel File

Normally, within two (2) working days of a written request, an employee shall have the opportunity to review the contents of her personnel file at a mutually agreeable time in the presence of an Employer representative, during normal business hours. The employee will be allowed to make one copy of any documents contained therein. The employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record. Employees shall not have the right to see their references.

10.06 Right to have Steward present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The employer shall also notify the employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a C.U.P.E. staff representative and may have him/her present at any discussion with supervisory personnel which might be the basis of disciplinary action.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Defined**

Seniority is defined as the length of service with the Employer in the bargaining unit since date of last hire. Full time employees will be credited with seniority from their date of last hire; all other employee will accrue seniority from their date of last hired based on one year=1950 hours paid.

Seniority shall operate on a bargaining-unit-wide-basis.

### **11.02 Seniority List**

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced and or part-time employees only, the total hours worked. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year. An employee's name shall not be placed on the seniority list until she has completed her probationary period.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

### **11.03 Probationary Employees**

Newly-hired employees shall be considered on a probationary basis for a period of four hundred and fifty (450) hours worked. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. An employee who has not completed his/her probationary period may be discharged based on a fair and proper assessment against

reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the date of last hire.

11.04 Loss of Seniority

An employee shall lose his/her seniority and shall be deemed terminated in the event; she:

1. Voluntarily quits the employ of the Employer.
2. Is discharged for just cause and the discharge is not reversed through the Grievance Procedure.
3. Is absent for three (3) consecutive scheduled shifts without sufficient cause and without notifying the Employer unless such notice was not reasonably possible.
4. Failure to notify the Employer of intention to return to work within seven (7) calendar days after being notified of recall. Registered mail sent to the most recent employee's address on the employee's employment file shall be interpreted as proper notice. For purposes of recall, it shall be the responsibility of the employee to keep the Employer informed of her current address.
5. Utilizes a leave of absence for purposes other than those for which the leave may have been granted.
6. Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause.
7. Is laid off for a period of more than twenty-four (24) months.

8. Is absent from work of more than thirty-six (36) months due to accident or illness and there is no likelihood of return to work in the near or foreseeable future.

The clause will be applied in a manner consistent with the Ontario Human Rights Code.

11.05 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority.

In the event an Employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.

- 11.06 If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another for the purposes of establishing an anniversary date: 1950 hours PAID equals one (1) year.

- 11.07 If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for the purposes of establishing an anniversary date: one (1) year equals 1950 hours PAID.

## **ARTICLE 12 - PROMOTIONS AND STAFF CHANGES**

### 12.01 a) Job Postings

When a vacancy occurs, or a new position is created inside the bargaining unit, which the Employer requires to be filled, the Employer shall post notice of the position on the main bulletin board for a minimum of one (1) week in order that all members will know about the position and be able to make written application thereto. The Employer shall also forward a copy of such posting to the Secretary of the Union. Temporary vacancies anticipated to be less than ten (10) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The name of the successful applicant shall be posted on the Employer's main bulletin board.

### b) Temporary Job Posting

A vacancy which occurs for more than ten (10) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed six (6) months (except in the event of Pregnancy, parental or WSIB leave). Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which he/she last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of ten (10) weeks or longer duration shall not bid on any other temporary posting until the end of his/her temporary position.

### (c) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the

vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Postings

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

12.03 Outside Advertising

The Employer is entitled to outside advertise a position after the procedure in Article 12.01 has been initiated. The purpose of this article is to prevent delays in the job selection process. It has no impact on the selection criteria outlined in Article 12.04

12.04 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made to the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.05 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) days. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the

new job classification, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

12.06 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments shall also be posted.

12.07 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise her manager, in writing, and no more than seven days prior to beginning the vacation, that she wishes to be considered for any potential job posting which might arise during her vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such a job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.08 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the Rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach an agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

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

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

## **ARTICLE 13 - LAY OFFS AND RECALLS**

### **13.01 Lay offs and Rehiring Procedure**

Both parties recognize that job security should increase in proportion to length and quality of service, provided that the remaining employees meet the normal requirements of the job.

### **13.02 Lay offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.**

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.

### 13.03 Notice of Lay Off

In the event of a proposed layoff of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will provide the Union with at least six (6) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees.

(a) Provide affected employees with notice in accordance with the Employment Standards Act. The Act will be considered to provide the following additional notice:

- for service greater than nine years, nine weeks of notice;
- for service greater than ten years, ten weeks of notice;
- for service greater than eleven years, eleven weeks of notice;
- for service greater than twelve years, twelve weeks of notice;

(b) Meet with the Union through the Labour Management committee to review the reasons and unexpected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this collective agreement.

### 13.04 Lay Off Procedure

(a) In the event of lay off, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.

- (b) An employee who is subject to lay-off shall have the right to either:
- i) Accept the layoff; or
  - ii) Displace an employee who has
    - less bargaining unit seniority in a lower or identical paying classification; and
    - who has scheduled hours less than or equal to the employee being laid off; and
    - if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
  - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
  - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.

- 13.05 (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she meets the normal requirements of the job to perform the work, and provided such opening is first posted under the job posting procedure, and has not been filled.
- (b) 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.

- (c) It is the responsibility of the employee who has been laid off to notify the Employer of his/her intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.

## **ARTICLE 14 - HOURS OF WORK**

### **14.01      Normal Hours of Work**

- (a) The normal hours of work shall be seven and one-half (7½) hours per day, exclusive of an unpaid thirty (30) minute meal break. The normal days per week shall be five (5) days per week with a week being the period from Sunday to Saturday.
- (b) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed.
- (c) Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.
- (d) All regularly scheduled employees shall be on a master schedule.

14.02 Weekends Off

Weekends off will be distributed as follows unless an employee is hired for weekend work or mutually agreed between the employer and the employee. A full-time employee shall receive one weekend off in every two-week period, which shall include Saturday and Sunday. A part-time employee will have one weekend off in every three-week period, which will include Saturday and Sunday.

14.03 Working Schedule

- (a) The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
- (b) There shall be no split shifts.
- (c) Changes in schedules as a result of employee requests and shift exchanges will not result in overtime or premium payment.

14.04 Rest Period

- (a) Where an employee is scheduled to work more than four (4) hours, up to and including six (6) hours he/she shall be entitled to a paid rest period of fifteen (15) minutes.
- (b) Where an employee is scheduled to work more than six (6) hours he/she shall be entitled to a paid rest fifteen (15) minute rest period in the first half of the shift and a second paid rest period of fifteen (15) minutes in the second half of a the shift.
- (c) Employees who are scheduled to work five (5) hours or more shall also be entitled to an uninterrupted unpaid thirty (30) minute meal period. In the event that a meal period is interrupted because an employee is

required to attend to a work-related problem, the employee shall take the balance of the period within two hours of the interruption. If that is not possible, and the Employer approves, the employee shall be paid her regular hourly rate for the balance of the period, with such time not contributing towards the calculation of overtime.

14.05 Reporting Pay

Employees who report for any scheduled shift will be guaranteed at least four (4) hours of work, or if no work is available, will be paid at least four (4) hours except when work is not available due to conditions beyond the control of the home. The reporting allowance outlined as herein shall not apply whenever an employee has received prior notice not to report for work.

Employees requesting specific days off must submit their requests in writing to their supervisor at least two (2) weeks in advance of the requested time off.

14.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

14.07 Time Off Between Shifts

Employees are to be allowed a minimum off twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.08 Standard/Daylight Savings Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

## **ARTICLE 15 - OVERTIME**

15.01 Overtime Defined

Authorized work performed in excess of 7.5 hours per day or seventy-five (75) hours bi-weekly shall be considered as overtime.

15.02 Overtime Rates

- (a) Authorized work performed in excess of seven and one-half (7½) hours of work per day or seventy-five (75) hours of work in a two (2) week period or authorized work on the employee's scheduled days off will be counted as overtime and will be paid at the rate of time and one-half (1½) the employee's regular hourly earnings.
- (b) Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period will not qualify for overtime on assigned day(s) off until they have completed seventy-five (75) hours of work in the scheduled two (2) week pay period.

15.03 Distribution of Overtime

The Employer shall distribute overtime on a rotational basis in accordance with seniority, amongst the employees who are willing and qualified to perform the work that is available and who have indicated they are willing to work overtime. All overtime declined by an employee shall count as overtime offered for the purposes of equal overtime distribution.

15.04 Minimum Call-back Time

- (a) 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 four (4) hours pay at time and one-half (1½) her straight time hourly rate of pay for such call back.
- (b) If the call back is within four (4) hours of the commencement of her regular shift, she will be paid at the rate of time and one-half (1½) 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.

15.05 No Duplicating or Pyramiding of Overtime

Overtime shall be based on the employee's regular hourly rate of pay and there shall not be any payment of and one-half (1½) on top of any benefit, premium or allowance.

15.06 Meal Allowance

An employee required to work more than three-hours of overtime shall be provided with a meal or an allowance of seven dollars (\$7.00) by the employer.

## **ARTICLE 16 - HOLIDAYS**

16.01 The following Holiday Pay provisions apply to all employees:

### List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Canada Day (July 1st)
Family Day	Civic Holiday
Labour Day	Good Friday
Thanksgiving Day	Christmas Day
Victoria Birthday	Boxing Day

### 16.02 Float Holidays

The Employer agrees to grant employees one floating day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee. Such float holidays are not accumulative from year to year. Effective January 1, 2019 the following shall apply:

The Employer agrees to grant full-time employees two (2) floating days off with pay to be taken on a day mutually agreed upon between the Employer and the Employee. The Employer agrees to grant part-time employees one (1) floating day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee. Such float holidays are not accumulative from year to year.

### 16.03 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work her scheduled working day immediately preceding and the working day succeeding the holiday unless on a leave of absence or absent due to illness.

16.04 Payment for Holidays

The Employer will continue its practice for Payment for Holidays as per its policy.

16.05 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

Employees may take lieu time off during the period three (3) months following the holiday at a time mutually agreed between the Employer and the employee.

16.06 Christmas or New Year's Off

All employees shall receive either Christmas or New Year's off, unless otherwise requested. Christmas one year and New Year's the next year. In the event that someone requests to work both days and there are employees who have requested both days off, granting of such request shall be done by seniority subject to operational needs. Only shift exchanges will be considered during this period and may be approved after the Christmas/New Year's schedule is finalized.

## **ARTICLE 17 - VACATIONS**

### **17.01 Length of Vacation**

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

**a) Full-time**

Less than one (1) year of service	1 day per full month to a max of 10 days at 4%
One (1) year of service	2 weeks at 4%
Five (5) years of service	3 weeks at 6%
Ten (10) years of service	4 weeks at 8%
Fifteen (15) years of service	5 weeks at 10%
Twenty-three (23) years of service	6 weeks at 12 %
Twenty-eight (28) years of service	7 weeks at 14%

**b) Part-time**

0 to 1,950 hours	4% of gross earnings
1,950 to 9,749 hours	4% of gross earnings
9,750 to 19,549 hours	6% of gross earnings
19,550 to 33,150 hours	8% of gross earnings
33,150 to 44,850 hours	10% of gross earnings
After 44,850 hours	12% of gross earnings

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.

17.03 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year before she has had her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority. Provided vacation request are submitted as per 17.05 below, there after it is on a first come first serve basis.

17.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

For vacations falling in June, July and August, vacations requests must be made no later than March 15th. The vacation schedule for this period shall be posted no later than May 15th.

Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

Requests will not be unreasonably denied.

17.06 Unbroken Vacation Period

An employee shall be entitled to receive her vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.

17.07 Illness During Vacation

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

17.08 Single Vacation Days

Full-time employees who have three (3) weeks or more vacation may use one (1) week as single vacation day.

A week is equal to the number of regularly scheduled hours an employee would normally be scheduled for in a calendar week.

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

## **ARTICLE 18 - SICK LEAVE PROVISIONS**

### 18.01 Sick Leave Defined

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, providing they have funds available. Employees absent from work because of an accident, for which compensation is not payable under the Workplace and Insurance Act, shall be covered by these sick leave provisions.

### 18.02 Amount of Sick Leave

Following the completion of their probationary period, each full-time employee will be provided with three (3) sick leave credits. Thereafter, full-time employees shall accrue three quarter (3/4) a day per month worked to a maximum of eighteen (18) days.

### 18.03 Proof of Illness

An employee shall be entitled to sick leave pay for those days the employee was scheduled to work, but did not work because the employee was ill, provided that upon return to work after illness, the employee shall complete the sick leave certificate as required. An employee may be required to produce a certificate from a doctor for any illness in excess of three (3) working days. If there is a cost to the employee for the medical certificate, it will be paid by the Employer to a maximum of \$30.00 per medical certificate.

### 18.04 Sick Leave during Leave of Absence

When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, and returns to work upon expiration of such leave of absence etc., she shall not receive sick leave credit for the

period of such leave of absence or layoff, but shall retain her cumulative credit, if any, existing at the time of such leave or lay-off to a maximum of twelve (12).

18.05 Notification to Employer

An employee who is unable to report to their shift as scheduled or required will endeavour to provide the Employer with four (4) hours or more notice but no less than two (2) hours prior to the commencement of the shift.

## **ARTICLE 19 - LEAVE OF ABSENCE**

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing. Approval of such request is subject to operations of the home. Employees on approved leave of absence shall not engage in any gainful employment without permission of the Employer.

19.02 Leave for Union Business

Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on discussions or negotiations with the Employer, or with respect to a grievance or an interest or rights arbitration hearing provided that employees shall be required to obtain the permission of the Employer before leaving their employment.

19.03 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union function may request a leave of absence with pay and benefits and without loss of seniority. Such requests will not be unreasonably denied. The Union shall reimburse the Employer for receipt of such pay.

19.04 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.05 Bereavement Leave

- a) Upon the death of an employee's spouse, including same sex or common-law spouse, parent, child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay. The term "spouse" in this Agreement shall be interpreted as per the Family Law Reform Act, 1990
- b) Upon the death of an employee's, step-parent, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law or daughter-in-law the employee shall be granted leave up to a maximum of three (3) days without loss of pay.
- c) Upon the death of an employee's aunt or uncle, niece or nephew an employee shall be granted one (1) day bereavement leave without loss of pay.

- d) Where is it is necessary because of distance, the employee may be provided additional unpaid leave.
- e) The employee will be allowed to save one day to attend a delayed interment.

19.06 Pregnancy and Parental 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 19.09 Parental Leave.

(b) An employee who does not apply for leave of absence under 19.08 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.

(c) 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.

(d) 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 provisions of 19.08 c).

- (e) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used, if applicable.
- (f) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided 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.

**19.07 Parental Leave**

Parental leave will be granted in accordance with the Employment Standards Act of Ontario unless otherwise amended.

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

relationship with the parent of the child and who intends to treat the child as her or her own.

- (c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) 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 thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) 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 thirty-five (35) weeks or thirty-seven (37) 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.

- (e) For the purposes of Parental Leave, the provisions under 19.08 c), f), and g) shall also apply.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the basis of what the employee's normal regular hours of work would have been.

#### 19.08 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between her normal earnings and the payment she receives for jury service or court witness duty,

excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

19.09 Education Leave

- a) Where the employer requires an employee to take a course, the employer shall pay for the full cost of the course. Payment shall be made on the successful completion of the course.
  
- b) The Employer may grant an employee leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications as they relate to employment in the Nursing Home.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

20.01 Shift Premium

Where the majority of hours worked by an employee occur between 1500 hours and 0700 hours, the employee shall receive an additional twenty cents (\$0.20) per hour shift premium for all hours worked on his or her shift.

Weekend Premium

Employees shall be paid a Weekend Premium of an additional \$0.35/hour for all hours worked between Friday at 23:00 p.m. and Sunday at 23:00 p.m. Weekend and Shift premiums shall not be included in the hourly rate of pay.

20.02 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Friday.

On each payday each employee shall be provided with an itemized statement of her wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

Errors for lesser amounts will normally be corrected on the next pay.

20.03 Pay during Temporary Transfers

When an employee temporarily relieves in or performs the principal duties of a higher paying position, she shall receive the rate for the job. When an employee is temporarily assigned to a lower paying position than her own, her rate shall not be reduced.

20.04 Responsibility Allowance

- a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shift, the employee shall receive an allowance of seven dollars and fifty cents (\$7.50) for each shift from the time of the assignment.
  
- b) Where there is neither an RN nor a Supervisory employee (or above) who is a Registered Nurse in the building and there is an RPN in the building, the above-noted allowance will apply to an RPN who is designated to be in charge of the building.

20.05 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate for all hours in attendance at such sessions. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

20.06 Uniform Allowance

The Employer shall pay a uniform allowance of up to one hundred and thirty dollars (\$130.00) per year based on the hours worked in the previous year. Employees who have worked one thousand nine hundred and fifty (1,950) hours shall be entitled to the one hundred and thirty dollars (\$130.00) payment, while all others shall be paid a prorated amount. Uniform allowance shall be paid out annually in October.

## **ARTICLE 21 - EMPLOYEE BENEFITS**

21.01 Master Policy

Upon request the Union shall be provided with a current copy of the Master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. The Employer shall provide the union and the employees with at least 30 days' notice of proposed change in benefit carriers.

## 21.03 Extended Health Care Benefits

### Life Insurance (SSQ)

- Flat \$20,000
- Reduced by 50% at age 65, Terminates at 70

### Accidental Death & Dismemberment

- Equals Life Insurance Benefit

### Health Care Plan

- 100% Coverage, Semi-Private Hospital
- Paramedical Practitioners at \$300 annual maximum per practitioner
- Eligible Practitioners include: Acupuncturist, Chiropodist/Podiatrist, Chiropractor, Massage Therapist\*, Naturopath/Homeopath, Osteopath, Physiotherapist\*, Registered Psychologist/Social Worker, Speech Therapist\*

### Prescription Drugs

- 80% Coverage with Pay Direct Card
- \$8.00 Dispensing Fee Cap
- Overall Maximum - \$25,000 Annually
- Coverage Terminates at 70
- Smoking Cessation - \$300.00 / Lifetime
- No Erectile Dysfunction / Anti-Obesity or Fertility Treatments
- Convalescent Hospital – None
- No Eye Exams
- Vision – Discount Available – \$200/24 Months

Dental Care Plan Deductible - \$25.00 Single, \$50.00 Family

- Basic, including Periodontic and Endodontic, 80% Coinsurance
- Current Year Ontario Dental Association Fee Guide, 6 Month Recall
- Annual Maximum 0 \$1,000 – 16 Units of Scaling a Calendar Year

21.04 The Employer shall continue to pay its portion of premiums for insured benefit plans for full time employees, for the first thirty (30) days of any unpaid absence, provided the employee continues to pay his or portion in accordance with the *Employment Standards Act*.

21.05 Premium In Lieu

Part-time employees shall receive fifteen cents (\$0.15) per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.

## **ARTICLE 22 - RETIREMENT INCOME**

22.01 The Employer's current retirement income plan will be maintained.

## **ARTICLE 23 - TECHNOLOGICAL CHANGES**

23.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Nursing Home, its employees and the residents.

## **ARTICLE 24 - GENERAL CONDITIONS**

### **24.01      Bulletin Board**

The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

### **24.02      Copies of Agreement**

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

### **24.03      Plural or Feminine Terms May Apply**

Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

**ARTICLE 25 - TERM OF AGREEMENT**

25.01 Effective Date

The term of this Agreement shall be from January 1, 2020 to December 31, 2022 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

Date: Jul 16, 2020



For the Union:  
Ursula Singh, President



Sukhwinder Palial (Jul 16, 2020 07:57 EDT)

For the Employer:  
Sukhwinder Palial, Administrator / Director of Care



Jose Reyes (Jul 20, 2020 12:32 EDT)

For the Union:  
Jose Reyes, Recording Secretary



Sean Taylor (Jul 20, 2020 12:39 EDT)

For the Union:  
Sean Taylor, National Representative

## **ARTICLE 26 – RETROACTIVITY**

26.01 Retroactivity commencing the first full-pay period following January 1, 2020, are to be paid itemized on their payroll cheque based on hours paid. This payment will be made as soon as possible, but no later than four (4) pay periods following written notice of ratification.

Persons who worked in the period from January 1, 2020 onwards, but who are no longer employed, will also be entitled to payment of retroactivity. Past employees shall have sixty (60) calendar days from notification by the employer of retro t claim same.

# SCHEDULE "A" WAGES

Classification			Jan. 1/2020	April 24,2020	Jan. 1, 2021	Jan. 1, 2022
			1.50%		1.50%	1.50%
<b>RN</b>	start	\$	\$ 28.38	\$ 28.52	\$ 28.95	\$ 29.38
	one	\$	\$ 29.51	\$ 29.66	\$ 30.10	\$ 30.56
	two	\$	\$ 30.06	\$ 30.21	\$ 30.67	\$ 31.13
	three	\$	\$ 31.85	\$ 32.01	\$ 32.49	\$ 32.98
	four	\$	\$ 33.37	\$ 33.54	\$ 34.04	\$ 34.55
	five	\$	\$ 34.82	\$ 35.00	\$ 35.52	\$ 36.06
	six	\$	\$ 36.00	\$ 36.18	\$ 36.72	\$ 37.28
	seven	\$	\$ 37.75	\$ 37.94	\$ 38.51	\$ 39.08
	eight	\$	\$ 40.09	\$ 40.29	\$ 40.90	\$ 41.51
			\$ -	\$ -	\$ -	\$ -
<b>RPN</b>	start	\$	\$ 24.67	\$ 24.80	\$ 25.17	\$ 25.55
	one	\$	\$ 25.14	\$ 25.27	\$ 25.65	\$ 26.03
	two	\$	\$ 25.91	\$ 26.04	\$ 26.43	\$ 26.83
			\$ -	\$ -	\$ -	\$ -
<b>PSW</b>	start	\$	\$ 18.81	\$ 18.90	\$ 19.19	\$ 19.47
	one	\$	\$ 19.61	\$ 19.71	\$ 20.00	\$ 20.30
	two	\$	\$ 20.19	\$ 20.29	\$ 20.59	\$ 20.90
			\$ -	\$ -	\$ -	\$ -
<b>Activation Aide</b>	start	\$	\$ 17.78	\$ 17.78	\$ 18.05	\$ 18.32
	one	\$	\$ 18.67	\$ 18.67	\$ 18.95	\$ 19.23
	two	\$	\$ 19.16	\$ 19.16	\$ 19.45	\$ 19.74
			\$ -	\$ -	\$ -	\$ -
<b>Dietary Aide</b>	start	\$	\$ 19.62	\$ 19.62	\$ 19.91	\$ 20.21
	one	\$	\$ 19.87	\$ 19.87	\$ 20.17	\$ 20.47
	two	\$	\$ 20.19	\$ 20.19	\$ 20.49	\$ 20.80
			\$ -	\$ -	\$ -	\$ -
<b>Housekeeping Aide</b>	start		\$ 18.35	\$ 18.35	\$ 18.63	\$ 18.91
<b>Laundry Aide</b>		\$	\$ -	\$ -	\$ -	\$ -
	one	\$	\$ 19.13	\$ 19.13	\$ 19.42	\$ 19.71
	two	\$	\$ 19.65	\$ 19.65	\$ 19.95	\$ 20.24

Where an employee's rate of pay is at a different level than what is identified in "Schedule A" the employee shall not be 'rolled back' but move through the grid as per seniority provisions

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