

COLLECTIVE AGREEMENT

BETWEEN

ALGOMA MANOR NURSING HOME THESSALON

(hereinafter called the "Employer/Board")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 3695**

(hereinafter called the "Union")

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

TERM OF AGREEMENT: April 1, 2022 to March 31, 2024

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Article 1 – PURPOSE

1.01 The purpose of this agreement is:

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

Article 2 – APPLICATION AND DEFINITIONS

2.01 Applications

This agreement shall apply to full-time, part-time, and relief employees outlined in Article 3, at Algoma Manor Nursing Home.

2.02 Definitions

- a) A full-time employee shall be defined as an employee who is regularly scheduled to work seventy-five (75) hours in a pay period.
- b) A regular part-time employee shall be defined as an employee in respect of whom there is a regular schedule of less than sixty (60) hours in a pay period, and who is expected to be available to work a minimum of forty-five (45) hours in a two (2) week pay period.
- c) Relief employees are part-time employees who are not part of the regular part-time schedule. These employees are utilized to fill shifts during periods of peak vacation and periods of illness. Relief employees will only be offered shifts after the regular part-time pool has been offered the work.

Relief employees accumulate seniority and progress through the grids on the basis of one (1) year equals 1950 hours.

A list of relief employees and their respective departments will be forwarded to the Local President on hiring of said employee.

Relief part-time employees will lose their seniority for any of the following reasons, unless the employee can provide legitimate justification:

I. Failure to meet any of the requirements:

- (i) Relief employees shall be required to be available one of the following, Christmas Eve and Christmas Day, or New Year's Eve and New Year's Day;
- (ii) Relief employees must be available and work for a minimum of four (4) shifts per month and two (2) of those shifts must be weekends.

d) Home shall mean the Algoma Manor Nursing Home.

Article 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 3695 as the sole and exclusive bargaining agent for all employees of Algoma Manor Nursing Home at the Town of Thessalon, in the District of Algoma, save and except Supervisors, persons above the rank of Supervisor, office staff, registered and graduate nurses, Social Worker, Clinical Dietitian and students employed during the school break periods.

3.02 Work of the Bargaining Unit

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

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

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

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

- 3.06 The Union agrees that the Employer has the right to make and alter from time to time policies to be observed by the employees covered by this agreement which are not inconsistent with the provisions of the agreement. Prior to affecting any change in rules or policies which affect employees covered by this agreement, the Employer will meet with the Union to discuss the changes and provide copies to the Union. As often as possible, this will take place in advance.

Article 4 – HUMAN RIGHTS

4.01 Parties Shall Not Discriminate

The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any person in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge, or otherwise by reason of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability as per the *Ontario Human Rights Code*, no by reason of membership, or activity in the Union.

4.02 Harassment

- a) The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in a workplace which promotes respectful interactions and is free from discrimination, harassment, and aggression.
 - b) Harassment is restricted to any grounds prohibited by the *Ontario Human Rights Code*.
 - c) Harassment is defined as a course of unwelcomed comments or conduct that is known or ought reasonably to be known to be vexatious. Every person who is a staff member has the right to freedom from harassment in the workplace by the Employer or any other person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, religion, creed, sex, age, record of offence, marital status, family status, disability, and sexual orientation.
 - d) Harassment shall include, but not limited to:
 - Repeated, intentional, and offensive comments;
 - Actions deliberately designed to demean and belittle an individual;
 - Behaviour that is repetitive in the form of hostile conduct, derogatory verbal comments, and actions or gestures that demeans an employee's dignity and results in a harmful work environment for the employee.
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- e) Harassment is defined as deliberate gestures, comments, questions, representations, or other behaviours that ought reasonably to be known to be unwelcomed by the recipient and which serve no legitimate workplace purpose.

Notwithstanding the above, harassment must not be confused with the normal exercise of the Employer's management rights to supervise, provide performance feedback to employees, assign tasks, and take disciplinary action.

- f) Where a bargaining unit member complains of harassment by another bargaining unit member, the employee shall submit a written complaint to the Employer with a copy to the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's Supervisor or a Steward, the employee may contact an alternate person in Management or the Union to ensure that the complaint is handled in a discreet, confidential, and timely fashion.
- g) Should the complainant not be satisfied with the Employer's response, the employee is entitled to file a grievance under the terms of the Collective Agreement.
- h) In support of providing and maintaining an environment free of harassment, the Employer and the Union will ensure that all staff members, volunteers and persons with practicing privileges in the facility are informed that harassment, including sexual harassment, in the workplace, is an offence under the Law.

4.03 Violence in the Workplace

- a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened, or assaulted while performing their work. The parties agree it includes the application of force, threats with or without weapons, and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes that they have been subject to such an incident shall report this to a supervisor who will make every reasonable effort to rectify the situation.
 - b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. These policies will be developed in a manner that is consistent with the principals as set out in the *Occupational Health and Safety Act (Section 32)* as may be amended from time to time. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
 - c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
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- d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive person(s). This training will be done during a new employee's orientation and updated as required.
- e) The Employer will inform the Union within three (3) days of an employee who has been subjected to violence while performing their work.

Article 5 – MANAGEMENT RIGHTS

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

Article 6 – CHECK-OFF OF UNION DUES

6.01 Check-Off Payments

All employees of the Employer, working in classifications covered by this agreement, shall as condition of employment, become and remain members of the Union. The Employer shall deduct from each pay Union Dues, Initiation fees, or assessments levied by the Union for all employees covered by this Collective Agreement.

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

6.03 Dues Receipts

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

Article 7 – EMPLOYER AND UNION SHALL ACQUAINT POTENTIAL EMPLOYEES

7.01 Potential Employees

- a) The Employer agrees to acquaint potential employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- b) All new employees shall have an opportunity to meet for fifteen (15) minutes during working time with a representative of the Local, to acquaint the new employees with the Union. This time will be scheduled during the Orientation Day.

Article 8 – CORRESPONDENCE

- 8.01 All correspondence arising out of this agreement, or incidental thereto, between the parties shall pass to and from the Administrator or their designate, the CUPE Local 3695 President, the CUPE Local 3695 Recording Secretary, and the CUPE National Representative. Correspondence relating to complaints and grievances shall also be copied to the Chief Shop Steward.

Article 9 – BARGAINING/UNION COMMITTEES

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

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

9.02 Collective Bargaining Committee

- a) The Employer acknowledges the right of the Union to elect or otherwise select a bargaining committee of a maximum of four (4) members. Bargaining committee members shall be entitled to leave their work during working hours in order to carry out their functions on the bargaining committee. The bargaining committee will meet jointly with the Employer for the purposes of bargaining the renewal of this Collective Agreement.
 - b) For the purposes of negotiations, the Employer agrees to pay members of the bargaining committee for all time lost from regularly scheduled shifts as a result of
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attendance at negotiations up to and including conciliation.

- c) In the event either party wishes to call a bargaining meeting, the meeting shall be held a time and place fixed by mutual agreement.
- d) For the purposes of collective bargaining the Employer agrees that a representative scheduled to work the night shift immediately preceding negotiations shall have such shift rescheduled to a day shift and will therefore be paid in accordance with article (b) above. This rescheduling shall not result in any premium payment under any other provision of this Collective Agreement.

9.03 Labour Management Committee

- a) The Employer acknowledges this right of the Union to elect or otherwise select a Union Committee of two (2) members. It is understood that the Management Committee will be comprised of two (2) members only. The parties agree to alternate the recording of minutes of the meeting. The Union will advise the Employer of the names of the members of the committee.
 - b) If necessary, this committee shall meet at least every three (3) months or more frequently if requested.
 - c) The parties agree that when meeting to discuss the application and administration of the Collective Agreement agendas will be developed and exchanged at least one (1) week prior to such meeting.
 - d) Members of the Labour Management Committee who are in the employment of the Employer shall have the right to attend meetings with the Employer within working hours without loss of pay for scheduled hours missed as a result of such attendance.
 - e) Suitable topics for discussion may include but is not limited to workload; improving and extending services to the residents; correcting conditions causing grievances; and misunderstandings (but not grievances).
 - f) The Committee may consider alternative strategies for information gathering and problem solving which might include sub-committee work.
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Article 10 – GRIEVANCE PROCEDURE

10.01 The Employer acknowledges the right of the Union to elect or otherwise select a Grievance Committee of two (2) members. One of the two (2) committee members shall be the Chief Shop Steward. The Grievance Committee shall be entitled to attend all grievance meetings, along with the grievor. It is understood that attendance at meetings with the Employer will involve two (2) Union members from the following list: President or designate, Chief Shop Steward or Signing Steward, along with the grievor.

Grievance Pay Provisions

The Grievor, the Chief Shop Steward and the department steward where the grievance originated shall not suffer any loss of pay or benefits for the regular scheduled hours missed as a result of attending a grievance meeting.

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

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

10.03 Permission to Leave Work

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

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

10.04 Definition of a Grievance

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

10.05 Replies to the grievances shall be in writing at all stages in an earnest effort to settle grievances.

Complaint Stage

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

Step 1

If the grievance is not satisfactorily resolved at the complaint stage, the Union shall notify the Administrator in writing within seven (7) working days of the receipt of the Complaint Stage reply of its desire to meet to discuss the grievance. Such meeting shall take place at a mutually agreeable date and time within five (5) working days of the date the Administrator received the request. The meeting shall be between the Administrator and another Management Representative, the Grievance Committee and, if desired, the CUPE National Representative. A decision will be rendered in writing within five (5) working days of the meeting.

Step 2

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

10.06 Policy Grievance

A complaint or grievance arising directly between the Employer and the Union concerning the application, interpretation or alleged violation of the Collective Agreement shall be originated at Step 1 of the grievance procedure within ten (10) working days following the circumstances giving rise to the grievance. A grievance filed by the Employer under this article shall be filed directly with the Union President or designate.

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

10.08 After a grievance has been initiated by the Union, the Employer's representative shall not enter negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee, without the consent of the Union.

10.09 Dismissal or Suspension Grievance

Dismissal or suspension grievances shall be defined as the grievance of an employee who claims that they have been dismissed or suspended without cause. This grievance shall proceed directly to Step 1.

10.10 The Union's National Representative may be present at the request of either party beyond the Complaint Stage.

10.11 The time limits fixed in both the Grievance and Arbitration procedure may be extended by consent of the parties. The time limits in this agreement are not mandatory but merely discretionary.

10.12 For the purpose of this article, a work day is defined as a regular work day from Monday to Friday, excluding statutory holidays.

Article 11 – ARBITRATION

11.01 Both parties to this agreement agree that any grievance which has been properly carried through all the steps of the grievance procedure, and which remains outstanding, may be referred to a single arbitrator in accordance with Article 10.

11.02 A notice of intent to arbitrate shall be forwarded to the other party and such notice shall contain the names of three (3) arbitrators for the other party's consideration. If an arbitrator cannot be agreed on, either party can request that an arbitrator be appointed by the Ministry.

11.03 The arbitrator shall not have any powers to alter or change any provision of the collective agreement nor have the power to give decisions inconsistent with the terms and provisions of the collective agreement.

11.04 The parties shall equally share the expenses of the arbitrator.

11.05 Grievance Mediation Officer

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

Article 12 – EMPLOYEE COUNSELLING

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

Article 13 – DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 Burden of Proof

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

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

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

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

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

Access to Personnel File

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

13.03 Right to Have Steward Present

An employee shall have the right to have an available Steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a Supervisor intends to interview an employee for disciplinary purposes, the Supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact a Steward to be present at the interview.

Article 14 – SENIORITY

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

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

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

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

Relief and part-time employees transferring to full-time shall carry their seniority based on hours paid but such seniority shall be expressed as a calendar date as herein provided, using the formula that 1950 hours = one (1) year.

14.02 Seniority List

The Employer shall maintain a seniority list for the Algoma Manor Nursing Home showing the employee's name, current department and seniority date for full-time and current department and hours in the case of part-time and relief employees. An up-to-date seniority list shall be sent to the Union and posted on all Union boards by October 31st, and April 30th, of each year.

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

14.03 Probation for Newly Hired Employees

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

14.04 Loss of Seniority

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

- a) Resigns;
 - b) Is discharged and such discharge is not reversed through the grievance and arbitration procedure;
 - c) Is laid off for a period in excess of eighteen (18) months;
 - d) Fails to notify the Employer of the intent to return to work within seven (7) days of receiving notice of recall and fails to return to work within fifteen (15) working days of being recalled;
 - e) Is absent from work three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate;
 - f) Fails to report for work at the termination of a leave of absence;
 - g) When a regular part-time employee does not meet the criteria as set out in Article 2.02(b) over a period of six (6) consecutive weeks, when the shifts are otherwise available, without satisfactory reason, the employee will be reduced to relief employee status;
 - h) When a relief employee does not respond in the affirmative for four (4) consecutive call outs or is unreachable for six (6) consecutive call outs without satisfactory reason.
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14.05 Transfer and Seniority Outside Bargaining Unit

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

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

Article 15 – PROMOTIONS AND STAFF CHANGES

15.01 Job Postings

- a) Where the Employer determines that a permanent or temporary vacancy exists and is expected to be for a six (6) week period or longer, the Employer shall within seven (7) calendar days post an internal vacancy for a period of seven (7) calendar days. Where necessary, this can be simultaneous with an external posting, however Article 15.01 will apply.

It is understood that any second (2nd) or subsequent vacancy resulting from the filling of the initial temporary position need not be posted but will be awarded on the basis of seniority.

- b) An employee shall not be entitled to post for any vacancy after having been successful in two (2) permanent postings in the calendar year. Furthermore, an employee in a temporary position shall not be entitled to apply for another temporary position until the position occupied is completed. If an employee resigns from a temporary rotation before the position is completed they are not entitled to another temporary position until the position resigned from is completed. Where there are two (2) concurrent postings, and where one (1) is permanent and the other is temporary, the employee may only have one (1) of the positions (the permanent or the temporary). There will be no holding of these positions.
 - c) An employee wishing to make application, stating that they are applying for posting number, shall do so within the required time limit forwarding the application to the Scheduling Clerk.
 - d) Selection of employees for promotions and vacancies within the bargaining unit shall be based primarily on the skill, ability, experience, and qualifications of the employee concerned, but as between two (2) persons of equal standing, based upon the above factors, seniority shall govern.
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e) Right to Temporarily Fill

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

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

15.03 Information on Postings

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

15.04 Trial Period

The successful applicant shall be notified within one (1) week following the end of the posting period. Successful applicants that post into the same Classification or Floor Level shall be placed on trial for a period of not more than thirty (30) calendar days. Successful applicants that post into another Classification or Floor Level shall be placed on trial for a period of not more than sixty (60) calendar days. Conditional on satisfactory service during the trial period, the employee shall be declared established. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job position, or if the employee is not satisfied with the position, the employee shall be returned to the former position occupied prior to the posting without loss of seniority. Where this occurs within sixty (60) calendar days, the original posting need not be reposted but will be offered to the next most senior applicant.

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

15.05 Notification to Union – Successful Applicant

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

15.06 An employee who is promoted to a higher job classification, as listed in Schedule "A", will not suffer any loss in wages as a result of such promotion. Such employee will be paid at

the first rate on the new classification which will provide an increase over the rate the employee was paid in the former position.

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

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

Pay on Emergency Transfer, Lower Rated Job

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

15.07 Training Courses

- a) The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:
 - i. Type of course (subjects and material covered)
 - ii. Time, duration and location of the course
 - iii. Minimum qualifications required for applicants

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

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

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

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

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

Both the Employer and the Union recognize their joint responsibility and commitment to provide and participate in on the job education. The Union supports

the principle of employee's responsibility for their own development and the Employer will endeavour to provide programs related to the Home's need.

- c) For the purpose of payment for the time worked, such time shall not include travel time.
- d) When the Employer requires training outside of working hours, it will compensate employees.

15.08 New Classification

When a new classification in the bargaining unit is established by the Employer, the Employer shall determine the rate of pay of such new classification and shall advise the Union of the same. If the Union disagrees with the rate established by the Employer, the Union may request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate of pay. Such request shall be made in writing within two (2) calendar weeks after receipt of such notice from the Employer of such new rate. The matter may be referred to arbitration as provided in the agreement within three (3) calendar weeks following the meeting. The decision of the Arbitrator shall be based on the relationship established by the comparison with the rates of other classifications in the bargaining unit, having regards to the duties and responsibilities involved.

Article 16 – LAYOFFS AND RECALLS

16.01 Definition of Layoff

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

16.02 Where the Employer determines a layoff is necessary it will give notice in accordance with Article 16.05.

Employees subject to layoff will be entitled to:

- i. Accept the layoff, or;
 - ii. Use their seniority to bump another less senior employee in equal or lower paying classification who is the least senior employee of the same status (full-time or part-time);
 - iii. Should there be no employee in equal or lower paying job classification than the employee subject to layoff can bump, they will be entitled to bump a less senior employee in a higher paying job class (within ten percent (10%) of the pay range in which the employee being bumped is employed) who is the least
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senior employee of the same status (full-time or part-time);

- iv. Should a full-time employee not be able to bump another full-time employee according to the protocol set out above, they shall be entitled to bump a less senior part-time employee in an equal or lower paying job class;
- v. Employees displaced through the bumping procedure will be entitled to the rights set out in (i) to (iv) above.

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

16.03 Recall Procedure

- a) Prior to recalling anyone from layoff, the position must be posted as per Article 15. Employees on layoff are entitled to apply for any job vacancies arising out of a job posting. It is agreed that such application, or lack of application, will not remove any employee's right of recall to a position as set out in the Collective Agreement.
- b) Employees shall be recalled in the order of their seniority subject to Article 16.02.
- c) It shall be the duty of all employees to notify the Employer promptly, in writing, of any change of address. If an employee should fail to do this, the Employer shall not be responsible for failure of a notice to reach the employee, and any notice sent by Registered Mail to the address which appears on the Personnel Record, shall be deemed conclusively to have been received by the laid off employee.

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

16.05 Advance Notice of Layoff

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

- Employees who have worked three (3) months or more but less than one (1) year will receive written notice of at least one (1) week.
 - Employees who have worked at least one (1) year will receive written notice of at least two (2) weeks.
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- Employees who have worked three (3) years or more will receive written notice of at least one (1) week for each year of employment, with a maximum required notice period of eight (8) weeks.

16.06 Role of Seniority in Layoffs

Any employee on layoff may elect to have, for eighteen (18) months from the date of the layoff, the opportunity for relief work required by the Employer, prior to such work being offered to have relief employees. During this period, they will continue to be employees on layoff but shall be under the same obligations as other relief employees to accept shifts as offered, as outline in Article 14.04 (h). The employee will notify the Employer in writing of their decision to accept relief shifts at the time of their layoff, or at any time during the recall period. Where an employee fails to meet their obligations as outlined above, they shall not be eligible for further relief shifts.

Article 17 – HOURS OF WORK

17.01 a) Full-Time

Normal hours of work for full-time shall be up to seven and one-half (7½) hours per work day (this excludes a half (1/2) hour unpaid lunch period) and up to seventy-five (75) hours biweekly.

- i. It is understood that full-time employees who are in regular schedules of less than seventy-five (75) hours can be scheduled, with their consent, additional shifts up to seventy-five (75) hours without the Employer incurring overtime.
- ii. For the purpose of clarification of Article 17.01 (a) ii., this clause will be implemented only when part-time pool has been exhausted and consideration has been given to the overtime and turnaround clauses and any other clauses that may apply.

b) Part-Time

Normal hours of work for part-time shall be up to seven and one-half (7½) hours per workday (this excludes a half (1/2) hour unpaid lunch period) and up to seventy-five (75) hours for every two (2) week period.

- i. At the time that the schedule is being developed, part-time employees will be scheduled to work a maximum of forty-five (45) hours bi-weekly. After all employees have received forty-five (45) hours, additional hours available in the schedule will be scheduled on the basis of seniority.
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- ii. After the schedule is posted, hours that become available will be assigned on the basis of seniority to those employees with less than forty-five (45) hours, and then offered to the most senior part-time employees.
 - iii. Relief employees may only be placed on the schedule before it is posted if the part-time employees have been offered and refused the work available.
 - iv. Should a relief employee work an average of twenty-two (22) hours per week over a three (3) month period, a part-time position shall be posted unless the Employer can demonstrate to the Union that no position is available.
- c) It is recognized that the Home is responsible for the safety, health, comfort, and general welfare of its residents; therefore, the employees recognize that they must be prepared at all times during the day or night to assist in carrying out the services of the Home.

17.02 Extended Tours

The Employer and the Union may agree to implement extended tours. The following will apply:

- (a) Where extended tours are being implemented, there must be sixty-six and two thirds' percent (66⅔%) agreement of the full-time and part-time employees as indicated by secret ballot in a vote to be conducted by the Union.

Where there is agreement, as noted above, to implement the extended tour, there will be a trial period of six (6) months.

Once the trial period is complete, there must be a minimum of 66⅔% agreement of the full-time and part-time employees who vote on the issue to continue with the new schedule on a permanent basis as indicated by secret ballot in a vote to be conducted by the Union.

- (b) The Extended Tour may be cancelled by either party on giving ten (10) calendar weeks' notice to the other in writing of its desire to terminate. A meeting shall be held within two (2) weeks of receipt of such notice to discuss the reasons for the cancellation.

Extended tours may be discontinued by the Union when sixty percent (60%) of the full-time and part-time employees so indicate by secret ballot to the Union.

- (c) Scheduling issues will be resolved at Labour Management meeting discussions or through some other process agreed to by the parties.
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(d) With the exception of the specific variations set forth in this Article, all other conditions and terms of the Collective Agreement and Appendices shall remain in full force and effect.

(e) Hours of Work

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

(f) Meal and Rest Periods

i. The normal daily extended tour shall be 11.25 consecutive hours in any 24-hour period, exclusive of a total of forty-five (45) minutes of unpaid mealtime.

ii. Employees working an extended tour shall be entitled, subject to the exigencies of resident care, to paid relief periods during the tour of a total of forty-five (45) minutes.

iii. Where the Union and the Employer have agreed to or agree to an extended daily tour that differs from the normal daily extended tour, the proportion of unpaid time to hours of work shall maintain the same ratio as set out in paragraph ii) and iii) of this Article.

(g) Leaves

Payment for bereavement leave or jury duty leave is based on 11.25 hours for extended tours.

(h) Vacation and Statutory Holidays

Payment for vacation and paid holidays for full-time employees is based on the equivalent to the 7.5-hour entitlement. For clarity, payment for lieu days as a result of a paid holiday for full-time employees is paid at 7.5 hours.

(i) Shift and Weekend Premiums

Shift and weekend premiums as per Article 18 will be paid for the same hours as applied to seven and one half (7.5) hour tours, the intention being that the total amount of shift or weekend premium will not change because of the move to extended tours.

(j) Overtime

Overtime premium as set out in Article 17.09 shall be paid for all hours paid in excess of 11.25 hours on a scheduled extended tour or 75 hours bi-weekly averaged over the duration of a six (6) week schedule.

(k) Shift Exchanges

Shift exchanges will be in accordance with Article 17.07.

Should the Employer refuse to grant a request under this Article, it shall provide to the Union its reasons in writing.

17.03 Authorized hours of work in excess of seven and one-half (7½) hours per day or in excess of seventy-five (75) hours bi-weekly shall be paid at the rate of time and one-half (1½) times the normal rate, except in rotation of shifts when only the normal rate shall be paid.

17.04 For the purpose of this Article, work week shall be a period of seven (7) days commencing at seven (7:00 a.m.) Friday or the shift starting time closest thereto. The employer undertakes to use its best effort consistent with proper management of the Home to ensure that days off may be taken consecutively.

17.05 Shift schedules shall be posted at least two (2) weeks in advance. Christmas schedules shall be posted by November 1st of each year.

17.06 Scheduled days off shall be by preference to full-time employees with seniority in their respective departments. Days off will be scheduled by the policy mutually agreed upon for each department. For the purpose of this clause "department" means the classification as listed in Article 17.16.

Full-time employees shall be given the opportunity once a year to apply for a change in their scheduled days off in their respective departments. This opportunity shall be given in the month of December.

Full-time RPN's are scheduled on a rotating day off basis.

17.07 This Article replaces 17.05 only when an agreement has been reached between the parties to change the work schedule for one or more departments:

- a) Employees shall apply for a schedule by seniority.
 - b) Every new schedule shall have a trial period of six (6) months during which it will be assessed by both the Employer and employees involved. A second (2nd) vote will be held and there must be agreement from the Employer, in order for the new schedule to continue.
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- c) If no agreement can be reached, the department will revert to the previously agreed to schedule.

17.08 Employee requests for shift exchanges with other regularly scheduled employees will be considered on the following basis:

- No overtime shall result from such exchange;
- Request must be submitted as far in advance as is reasonably possible on the forms provided by the Home but must fall within the time frame of the posted schedule;
- Request must be approved by the Supervisor;
- Where the exchanges in shifts are between shifts of different lengths, the cumulative effect shall not result in any full-time employee working less than sixty (60) hours bi-weekly;
- Request doesn't result in an insufficient number of experienced staffs on a shift, or an insufficient number of qualified staffs for call-in from each department;
- Requests must be made in at least one (1) week in advance of the date of the proposed exchange, except in cases of emergency.

17.09 Rest Period/Lunch Break

- a) Employees shall be provided with a paid fifteen (15) minute rest period for each three and three quarter (3-3/4) hours of work. Such breaks shall be scheduled at the discretion of the Supervisor. Breaks may be combined, or otherwise modified, with the agreement of the employee(s) involved.
- b) Employees shall be provided with a one-half (1/2) hour unpaid lunch period in each shift of five (5) hours or more, scheduled at the discretion of the Supervisor. Where an employee's lunch period is interrupted, every attempt will be made to reschedule such missed time, but in the event, it cannot be rescheduled, the employee shall receive pay in the amount of one and one half (1 ½) times their regular rate of pay for the missed time.

17.10 Overtime

- a) Overtime shall be deemed to be authorized work in excess of the normal hours referred to in Article 17.01.
 - i. An employee shall not be required to layoff during regular working hours to equalize any overtime worked.
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- b) Where an overtime shift is to be offered to staff, the following protocol shall be observed:
- i. The overtime shift will be offered to qualified staff who have worked that day, or who, are scheduled to work that day, in order of seniority;
 - ii. If the overtime shift cannot be filled in this manner, it will be offered to qualified staff not at work in order of seniority;
 - iii. Staff who do not wish to work overtime must submit their request in writing prior to their department supervisor, once yearly, on April 1st;
 - iv. Where the overtime shift to be offered is not immediately following the shift of the employees currently at work, the shift will be offered to qualified staff in order of seniority.
- c) Overtime shall not be mandatory.

Notwithstanding this, in the event of an emergency, employees will not reasonably refuse a request by the Employer to work overtime. Furthermore, it is understood that RPNs are subject to the requirements of the *Long-Term Care Act* and its regulations.

- d) Full-time employees required by the Employer to work on their regularly scheduled days off shall be paid at the rate of double time.

17.11 Relief employees will be offered overtime shifts only after all other regularly scheduled employees in the department have been offered overtime.

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

17.13 a) Call Out

Employees called out to work other than their normal hours shall be paid a minimum of three (3) hours at applicable premium rates.

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

b) Reporting Pay

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

17.14 Waiver of Premium

Part-time employees may work shifts that contravene Article 18.02 provided such shifts are worked on a voluntary basis. Accordingly, part-time employees will be asked to sign a waiver of rights to payment under Article 17.13 that indicates that if they accept a shift that contravenes Article 18.02, they will not claim any payments. Employees who do not sign such a waiver will not be offered shift that contravene Article 18.02 if there are employees available who can work the shift as straight time wages.

17.15 Employees who continue to work after a normal seven and one half (7½) hour shift shall after two (2) hours, received a one half (½) hour unpaid rest period and be provided with a meal or an allowance of seven dollars (\$7.00) if the Employer is unable to provide a meal.

17.16 Standard/Daylight Saving Time

Employees working on the shift where the time is changed by one (1) hour due to the change of daylight savings time or standard time are paid only for the hours that they worked. In the print with the change to daylight savings time, this will result in employees being paid one (1) hour less than a normal shift. In the fall with the change to standard time, this will result in employee being paid one (1) hour more than a normal shift. No employee will qualify for overtime as a result of this extra hour, and it is paid the straight time rate.

17.17 The following departments and classification shall be recognized:

Nursing	H.C.A/Personal Support Worker R.P. N
Dietary	Cook Dietary Aide
Environmental Services	Environmental Services Aide <i>(Laundry Housekeeping Aide)</i> Maintenance Person Handyperson Driver Handyperson
Residential Social Services	Activation Aide Restorative Care Aide

Article 18 – SHIFT PREMIUMS

18.01 a) Shift Premiums

A shift premium of fifty (50) cents per hour shall apply to all shifts in which the majority of hours are worked between 2:30 p.m. and 6:30 a.m.

b) Weekend Premium

An employee shall be paid a weekend premium of twenty-five cents (25) per hour for each hour worked between 2230 hours Friday and 2230 hours Sunday. This premium shall be in addition to any premium that may apply.

18.02 Turn Around Time

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

Article 19 – SICK LEAVE PROVISIONS

19.01 All full-time employees shall be entitled to Sick Leave benefits as prescribed in the Insurance Company Agreement with the Board of Management. The Employer agrees to pay one hundred percent (100%) of the premium for the Weekly Indemnity coverage. The plan will provide for 1/1/3 coverage (i.e. pay commences the first day of accident, first day of hospitalization and 3rd day of illness).

19.02 Any employee who is unable to report for work must notify their immediate Supervisor at least two (2) hours prior to any one (1) shift starting time. Failing to give their notification, the employee will be considered absent without leave.

19.03 Any employee off work due to sickness and who has no further “Weekly Indemnity” Credits shall be notified by the Employer that their benefits have been exhausted and the employee is deemed to be on a Leave of Absence due to illness up to a period not to exceed twelve (12) months. During such Leave of Absence, the employee shall not accrue additional seniority and the absence shall be without pay. Notification shall be by registered mail to the last known address.

19.04 Part-time employees relieving for employees in receipt of Weekly Indemnity will, on notice from the full-time employee, have their relief shifts cancelled without notice and shall not be subject to the grievance procedure.

19.05 Where the Employer requires a medical certificate from a medical practitioner, it shall promptly reimburse the employee for the receipted amount paid for that certificate up to current OMA fees for third party and other uninsured services for private insurance sickness forms (both original and supplemental or continuation forms) plus ten percent (10%) of that suggested fee. Any charge incurred by the employee above this maximum will be the responsibility of the employee.

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

19.06 An employee who is absent from work as a result of an injury or illness sustained at work and who has been awaiting approval of a claim for WSIB benefits for a period of longer than one (1) full pay period may apply to the Employer for payment equivalent to the lesser of the benefit they would receive from WSIB if their claim was approved or the benefit they would be entitled to under the Weekly Indemnity Plan. Payment is available only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking to the Employer that any payments will be refunded to the Employer should the WSIB approve the claim. Should the WSIB not approve the claim, the monies paid as an advance will be applied towards the benefits the employee would otherwise have received under the Weekly Indemnity Plan.

19.07 Employee's in receipt of weekly indemnity benefits through the Employer's plan shall receive an allowance based on the following formula: Employees receiving seven (7) day weekly indemnity pay-out will receive twenty-five percent (25%) of their normal daily rate for the holiday. Employees receiving less than a seven (7) day weekly indemnity pay-out will receive an allowance equal to the difference between their normal daily rate and the amount received from the insurance company for that day.

Article 20 – LEAVE OF ABSENCE

20.01 Preamble

If an employee's absence without pay from the Home including absences under Article 20, Leaves of Absence, exceeds thirty (30) continuous calendar days the employee will not accumulate seniority or service for any purposes under the Collective Agreement and the employee will become responsible for full payment of any subsidized employee benefits in which the employee is entitled to participate during the period of absence unless otherwise provided. An employee may arrange with the Home to prepay the full premium of any applicable subsidized benefits during the period of leave in excess of thirty (30) continuous calendar days to ensure the employee's continuing coverage subject to the Employer notifying the Carrier, and the availability of the coverage. Such payment shall be paid to the Employer by the fifteenth (15th) of the benefit month.

20.02 Pay during Leave of Absence for Union Business

- a) All requests for Union Leave shall be made in writing by the Local to the Administrator or designate, with a copy to the department head, giving at least two (2) week's notice wherever possible. The reply shall also be in writing and wherever possible, provided to the Union within one (1) week from the date of the submission. All requests for Union leaves shall be determined on an individual and departmental basis. Otherwise such leave shall not be unreasonably denied.
- b) The Employer agrees that employees not exceeding one (1) in number leaving its employment for elected or appointed positions in the Canadian Union of Public Employees shall be granted leave of absence for a period of one (1) year or during their occupancy of such position, without loss of seniority, whichever is lesser, provided the granting of such leave does not result in increased costs to the Employer or the inability of the Employer to complete the necessary work. Subject to the same rules, the leave may be extended for a period of one (1) year or during their occupancy whichever is lesser.
- c) The Employer shall continue to pay wages and benefits for such employees during their absence and will be reimbursed by the Union for all such pay and benefits. The invoice shall be paid in full within thirty (30) calendar days of the invoice date.
- d) In the case of leaves under Article (b) requests shall be made in writing at least three (3) months in advance, unless not possible. The Employer agrees to respond to requests for leave within fourteen (14) days.

20.03 Pregnancy/Parental Leave

Pregnancy and parental leave shall be considered as a right. Accordingly, no employee shall be laid off because of pregnancy or parental leave. Pregnancy and parental leave will be granted in accordance with the terms and conditions of the *Employment Standards Act*. (The Act)

For clarity, the following wording is meant to reflect the entitlements under the act:

Pregnancy Leave

- a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
 - b) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the *Employment Standards Act* and may begin no earlier than seventeen (17) weeks prior before the expected birth date. The employee must have started employment with the Employer at least thirteen (13)
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weeks prior to the expected date of birth.

- c) The employee shall give the Employer four (4) weeks written notification of the date upon which the employee intends to commence such leave, unless impossible and the estimated date upon which delivery will occur.
- d) The employee shall give at least four (4) weeks' notice of their 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 their intention to do so and provide the Employer with a certificate of a legally qualified practitioner stating that they are able to resume work.
- e) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or pregnancy leave, the employee's former permanent position still exists, the employee will be returned to their former position, and former shift if their shift was designated.

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

- f) When the employees' former position is no longer in existence, the employee shall be provided their rights under the layoff provision of the Collective Agreement which may include exercising their bumping rights to maintain a position equivalent to their former position.
- 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) The Employer will continue to pay its share of the contributions of the subsidized employee benefits or percent in lieu including pension, in which the employee is participating while the employee is on pregnancy leave.

Parental Leave

- a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended by this provision.
 - b) Parental leave must begin no later than seventy-eight (78) weeks after the day the child is born or comes into custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if the employee did not.
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- c) In such cases the employee shall advise the Home as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because the receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- d) When the employees' former job is no longer in existence, the employee shall be provided their rights under the layoff provision of the Collective Agreement which may include exercising their bumping rights to maintain a position equivalent to their former position.
- e) The Employer will continue to pay its share of the contributions of the subsidized employee benefits or percent in lieu including pension, in which the employee is participating while the employee is on parental leave.
- f) Credits for service and seniority shall accumulate while the employee is on a parental leave on the basis of what the employee's normal regular hours of work would have been.

20.04 Citizenship Leave

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

20.05 Education Leave

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

20.06 Mourner's Leave

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

20.07 Bereavement Leave

- a) Upon the death of an employee's spouse (including common law and same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) consecutive days without loss of pay, following the said death.
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- b) Upon death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, daughter-in-law, the employee shall be granted leave up to a maximum of three (3) consecutive days without loss of pay, following the said death.
- c) It is agreed that pay for such leaves of absence is limited to the days actually missed from work as per the employee's scheduled working days. Where an employee indicates to the Employer that they will be unable to attend the funeral of a person set out above because it falls out the three (3) or four (4) day limit as the case may be, the employee may bank one of those days that would otherwise have been a scheduled day to use to attend the funeral without loss of pay.
- d) An employee shall be granted one (1) day bereavement leave without loss of pay to attend the funeral of the employee's aunt or uncle, niece or nephew.
- e) Where an employee's scheduled vacation is interrupted due to a death of a parent, spouse, sibling or child, the period of such bereavement under this provision will not be counted against the employee's vacation credits.
- f) Where it is necessary because of distance, the employee may be provided up to four (4) days additional unpaid leave.

20.08 General Leave

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

20.09 Paid Jury or Court Witness Duty Leave

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

Article 21 – PAYMENT OF WAGES

21.01 a) Pay Days

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

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

b) Errors on Pay Cheques

Where there is an error on an employee’s pay cheque that is not due to employee error or inaction that results in a loss of one hundred dollars (\$100.00) or more, the error will be adjusted within three (3) business days of the error being brought to the Employer’s attention. Errors of less than this amount will be dealt with on a case by case basis considering the employee’s circumstances. Accordingly, they may be corrected on the employees next regular pay cheque, or there may be a cheque issued to the employee prior to the next pay.

Article 22 – PAID HOLIDAYS

22.01 Full-time employees’ holidays shall be on the days which fall:

New Year’s Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	Christmas Day
Civic Holiday	Boxing Day
Floating Holiday (1)	

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

Employees requesting a holiday or floating day shall apply in writing two (2) weeks in advance of the posting of the schedule for the period the employee wishes to absent themselves. If the floating Holiday is not requested by November 1st, the Supervisor will schedule the Holiday. In order to qualify for the floating holiday, the employee must have been in a full-time capacity on or before November 1st of the year in which they become a full-time employee. In the event Heritage Day or some other day is proclaimed as a statutory holiday by the Federal or Provincial government such day may be negotiated as the floating holiday.

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

22.03 a) Employees who work on any of the above tabulated Holidays shall be paid at the rate of time and one-half (1½) for the work performed on such day.

b) In addition to the pay for working on the holiday, all new employees shall receive four percent (4%) of gross wages paid in each pay period in lieu of holidays provided under 22.01(a) and the Employment Standards Act until such time that they have completed their probationary period.

c) Full time employees will also receive holiday pay provided they qualify as set out in this agreement for the holidays tabulated above. Full time employees may be granted a day off without pay at some mutually agreed day within sixty (60) days of the holiday. Should the Employer not be able to grant such day off within the sixty (60) day period above then such sixty (60) days will be extended by another thirty (30) days.

Employees who submit a request for a day off without pay shall be advised within four (4) business days from the date of the request, if the request has been granted or denied.

22.04 a) To qualify for payment of any Holiday as listed in Article 22.01(a), a full-time employee must have worked the scheduled working day previous to the Holiday and the scheduled working day following The Holiday unless off for illness or other approved absence.

b) An employee may be requested to and shall provide a medical certificate where under the circumstances it is reasonable to do so.

22.05 All full-time employees whose annual vacation period includes one (1) of these Holidays as outlined in 22.01(a) and (b) shall be entitled to a mutually agreed to extra day with pay subject to Article 22.03.

22.06 Statutory Holidays as listed above, which fall on an employee's regular day off may be rescheduled as a day off without pay at a time mutually agreed between the employee

and their Supervisor within sixty (60) calendar days of the Statutory Holiday. Should the Employer not be able to grant such day off within the sixty (60) day period then such sixty (60) day period will be extended by thirty (30) days.

Employees who submit a request for a day off without pay shall be advised within four (4) business days from the date of the request if the request has been granted or denied.

22.07 Employees shall receive payment for Statutory Holidays for the shift which has the majority of hours on the Statutory Holiday.

22.08 The calculation of premium rates of pay for relief employees shall be in accordance with the *Employment Standards Act*.

Article 23 – VACATION

23.01 An employee will accrue vacation at the rate of one and one-quarter (1¼) days per month for each month of service from their date of hire until December 31st following to a maximum of ten (10) calendar days' vacation. Vacation pay of four percent (4%) of the total wages shall be paid to such employees since date of hire. This is the employees vacation entitlement for the year following.

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

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

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

More than 1 year but less than 2 years	2 Weeks – 4%
2 years but less than 7 years	3 Weeks – 6%
7 years but less than 12 years	4 Weeks – 8%
12 years but less than 16 years	5 Weeks – 10%

16 years but less than 20 years	6 Weeks – 12%
20 years or more	7 Weeks – 14%

b) Vacation Pay – Part-Time

Part-time and relief employees will receive vacation pay on June 1st and December 1st annually thereafter based on a percentage of the previous year’s gross earning as follows:

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

Part-time vacation shall be in accordance with Article 23.02.

- c) When calculating the above noted 1538 hours, periods of time off for vacations shall be included.
- d) The parties agree that part-time employees are not required to take their full vacation allotment but will nonetheless receive their full vacation pay. Notwithstanding this, it is also agreed that part-time employees are entitled to vacation time off as specified by this agreement.

Part-time employees who have worked less than 1170 hours in the previous year who are entitled to more than two (2) weeks vacation may elect to take all or part of the vacation in excess of two (2) weeks in any given year as time off. Such election will be made in writing to the Supervisor on or before February 14th of each year. Notwithstanding the election to not take vacation time, the employee will continue to be entitled to their full vacation pay in accordance with their service as set out above.

23.03 The Scheduling Clerk will arrange to meet in the presence of a Union Representative with employees to consider and approved suggested vacations before March 1st of each year.

The parties agree to the following process when meeting with the employees to submit their suggested vacation requests:



- The Employer will post a notice which will advise the members that a meeting will be arranged for their individual submission of suggested vacation requests. The meeting notice will have a date on it indicating the date it was posted.
 - The meeting notice will be posted two (2) weeks in advance of the commencement of a meeting with the first members.
 - The meetings will be arranged within a two (2) week period.
 - Members will be advised of the date and time of their meeting to submit their suggested vacation requests.
 - Any member who is off on extended Leave of Absence shall be contacted in writing by the Employer advising them of their date/time for their meeting to submit their suggested vacation. No member shall be disadvantaged or not provided an opportunity to submit their suggested vacation requests due to being on an extended Leave of Absence.
 - The Employer agrees to communicate any challenges that they encounter in setting up individual meetings with the members to the Union.
 - All correspondence in this regard will be provided to the Union Representative participating in the process.
 - Vacation requests will be considered based on seniority. Initial vacation requests for all employees during prime time shall be limited to twenty (20) days' vacation. Employees are required to submit their requests for vacation in priority of their preference. Once the initial twenty (20) days' vacation request have been considered for all employees, any remaining request, including requests for additional vacation during prime time, more than twenty (20) days' vacation will then be considered based on seniority. Any vacation not submitted by the employee will be scheduled by the Employer.
 - The Employer will post the final approved vacation schedule prior to March 7th.
 - The Employer will attempt to grant preference of vacation time requested on a seniority basis. In the interest of the operation of the Home the final decision regarding vacation rests with the Employer. Employees shall not be restricted in preference of time off for vacations between December 15th and January 15th. Notwithstanding the preceding protocol, vacation requests for the period prior to March 7th will be dealt with on a first come, first served basis.
 - Prime time shall be defined as the period from June 15th to September 15th and the period from December 15th to January 15th.
-

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

- 23.04 Employees shall receive their vacation in an unbroken period unless otherwise agreed between the employee and the Employer. For clarification purposes, one (1) week of vacation is equal to seven (7) calendar days. One (1) week may be taken in periods of less than five (5) days with mutual consent and with written notice at least two (2) weeks in advance of the posting, except in an emergency. All split vacation days must be requested by September 1st. If the employee fails to request vacation days off the Employer will pay-out these days.

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

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

The Employer will respond in writing no later than three (3) business days after the request for vacation of less than a five (5) day period. In cases of emergency the above noted time frame may be waived.

- 23.05 Regular part-time employees willing and qualified to do the work covered by the terms of this Collective Agreement, shall be given first opportunity to replace on all shifts open due to vacation scheduling, provided the Employer can meet its scheduling obligations under this agreement.

- 23.06 Full-time employees changing to part-time shall carry existing vacation credits with them and shall then accumulate on the basis of actual hours paid.

In the case of part-time employees Articles 23.01 and 23.02 shall be calculated in actual hours paid (1950 hours = 1 year) and awarded at the time the hours are reached.

Article 24 – PENSION PLAN

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

Article 25 – BENEFITS

25.01 Change in Carrier

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

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

Life Insurance - \$30,000	100% Paid by the Employer
Life Insurance - Two (2) times annual salary	100% Paid by the Employer
Vision Care - \$350/24 Months	100% Paid by the Employer
Dental - Green Shield #9 ODA minus one (1) year	80% Paid by the Employer
Extended Health Care	80% Paid by the Employer
Weekly Indemnity	100% Paid by the Employer

25.03 a) All part-time and relief employees who have completed the probationary period (65 shifts) shall receive fourteen percent (14%) in lieu of benefits (Sick Leave – Article 19; Health and Welfare Benefits – Article 25; and Holiday Pay – Article 22.03 (c)) and will be in addition to the regular straight time hourly rate of pay. It will not form part of the employee's regular hourly rate for any purpose and will be paid on each regular hour paid.

b) Where an employee is on Sick Leave collecting seventy-five percent (75%) from the Insurance Company, the benefit coverage outline in Article 25.01 will continue in force with the understanding that the twenty percent (20%) outline in Article 25.01 will be paid by the employee in a manner agreed to by the employee and Employer.

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

25.05 Generic Drugs

The extended health care plan pays only for the cost of a generic drug unless the employee's physician has specified that a generic drug is not to be substituted for a brand name drug.

25.06 Prescribed Drugs

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

25.07 Dental Benefits

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

25.08 Orthotic Coverage

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

25.09 Private Duty Coverage

The plan will include private duty nursing coverage to a maximum of ten thousand (\$10,000) dollars per year per individual.

Article 26 – JOB DESCRIPTION, CLASSIFICATION, AND EVALUATION

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

26.02 Modified Job Duties/Return to Work

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

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

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

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

The Employer shall notify the Union of names of all bargaining unit employees off work due to work related injury (whether in receipt of *Workplace Safety and Insurance Board* benefits (WSIB)).

The Employer shall notify the Union of the names of all bargaining unit employees off work due to illness or injury (whether in receipt of Short-Term Disability (W.I.) where the bargaining unit employee identifies and initiates a request for employment accommodation.

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

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

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

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

Any requests for medical information (initial or subsequent) shall be addressed with the bargaining unit employee seeking employment accommodation. The Union shall provide the Employer with a list of names and contact information for recognized WSIB Union representatives.

Mandate

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

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

Process

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

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

Article 27 – GENERAL

27.01 Uniforms

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

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

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

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

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

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

27.05 Health and Safety

a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent accidents, injury and illness. The Employer shall take every reasonable precaution in the circumstances for the protection of the worker.

b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as members of its Health and Safety Committee, up to four (4) representatives selected or appointed by the Union from amongst Bargaining Unit employees. The parties shall comply with the *Occupational Health and Safety Act* and its Regulations.

c) Such committee shall identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to health and safety.

d) The Employer agrees to provide information in accordance with the *Occupational Health and Safety Act* and its Regulations to enable the committee to fulfil its

functions. In addition, the Employer will provide the Committee with reasonable access to all incident reports, health and safety records and any other pertinent information in its possession.

- e) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- f) Any representative appointed or selected in accordance with (b) hereof, shall serve a term of at least one (1) calendar year from the date of appointment. Time off for such representative to attend meetings shall be in accordance with the *Occupational Health and Safety Act*.
- g) The parties agree to encourage all employees to practice health and safety practices and procedures.
- h) All time spent by a member of the Health and Safety Committee attending meetings of the Committee and carrying out their duties, shall be deemed to be work time for which they shall be paid by the Employer at their regular or overtime rate as the case may be.

27.06 Any reference to Human Resources at Algoma Manor Nursing Home means Administrator.

27.07 Registered letters sent by the Employer will be deemed to be received within five (5) business days of the posting date.

27.08 An RPN is required to present to the Executive Director of Resident Nursing Services or their designate on or before April 10 of each year, evidence that their Certificate of Competence is in good standing and currently in effect. Such time will be extended for reasons where the College of Nurses of Ontario permits the nurse's Certificate of Competence to remain in effect. If the RPN's Certificate of Competence is suspended by the College of Nurses of Ontario for non-payment of the annual fee, the RPN will be replaced on non-disciplinary suspension without pay. If the RPN presents evidence that their Certificate of Competence has been reinstated, they shall be reinstated to their position effective upon presenting such evidence.

Failure to provide evidence within ninety (90) calendar days of the nurse being placed on non-disciplinary suspension by the Home will result in the RPN being deemed to be no longer qualified and they shall be terminated from the employ of the Home. Such termination shall not be subject of grievance or arbitration.

27.09 The Union and Employer desire every employee to be familiar with the provisions of the Collective Agreement and their rights and duties therein. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) calendar 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 equally.

Article 28 – WAGES

28.01 For the period of April 1, 2022 to March 31, 2024, wages shall be paid in accordance with the Schedule of Rates attached and described as Schedule “A”.

Retroactivity

Retroactive pay will be paid to the employees within ninety (90) days from date of ratification. For employees who have left employment since April 1, 2019, the employee will receive notice of retroactive pay by registered mail to their last known address within thirty (30) days from date of ratification and will have a period of thirty (30) days to claim such retroactive pay.

Retroactive pay will be paid on hours paid. Retroactive payment shall be made by separate cheque. The Employer agrees that employees who receive retroactivity shall be provided a detailed statement of retroactive pay on all hours paid.

Article 29 – DURATION OF AGREEMENT

29.01 The provisions of this Agreement shall be effective April 1, 2022, and remain in effect until March 31, 2024, and from year to year thereafter unless either party gives notice in writing of their desire to amend same within a period of not more than ninety (90) days and not less than sixty (60) days previous to the expiry date.

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

SIGNED in Thessalon, Ontario, this 20th day of December, 2023.

FOR THE EMPLOYER

Pamela Ficociello
Pamela Ficociello (Dec 20, 2023 11:54 EST)

Tanya McColeman
Tanya McColeman (Dec 20, 2023 13:20 EST)

FOR THE UNION

Jimmy Gareau
Tammy Gareau, President (Dec 20, 2023 11:12 EST)

Christy Piche
Christy Piche (Dec 20, 2023 14:57 EST)

Melinda Genys
Melinda Genys (Dec 20, 2023 11:35 EST)

SCHEDULE "A"

WAGE SCALE CUPE LOCAL 3695 - ALGOMA MANOR NURSING HOME						
	01-Apr-22			01-Apr-23		
	3.50%			3.50%		
CLASSIFICATION	Start	One Year	Two Year	Start	One Year	Two Year
NURSING						
HCA/PSW *	\$24.54	\$25.68	\$26.80	\$25.40	\$26.58	\$27.74
RPN **	\$25.34	\$26.72	\$28.10	\$27.23	\$28.66	\$30.08
DIETARY						
Cook	\$21.31	\$22.51	\$23.69	\$22.06	\$23.30	\$24.52
Dietary Aide	\$19.20	\$20.27	\$21.33	\$19.87	\$20.98	\$22.08
Dietary Aide (FSW)	\$19.32	\$20.39	\$21.46	\$20.00	\$21.10	\$22.21
ENVIRONMENTAL SERVICES						
Environmental Services Aide	\$19.20	\$20.27	\$21.33	\$19.87	\$20.98	\$22.08
Maintenance Person	\$23.32	\$24.61	\$25.91	\$24.14	\$25.47	\$26.82
Driver Handyperson	\$19.96	\$21.06	\$22.18	\$20.66	\$21.80	\$22.96
Handyperson	\$21.31	\$22.51	\$23.69	\$22.06	\$23.30	\$24.52
RESIDENT SOCIAL SERVICES						
Activation Aide	\$19.98	\$21.06	\$22.18	\$20.68	\$21.80	\$22.96
Restorative Care Aide	\$22.20	\$23.39	\$24.58	\$22.98	\$24.21	\$25.44
PSW/Rehab Restorative Aide	\$21.43	\$22.57	\$23.69	\$22.18	\$23.36	\$24.52
	90%	95%				

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

*PSW (PWE) effective April 21, 2022

**RPN Wage Adjustment \$1.00 effective date of ratification

Letter of Understanding #1

Between

ALGOMA MANOR NURSING HOME
(The "Employer")

-And-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3695
(The "Union")

RE: CONTRACTING OUT

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

The Employer acknowledges that certain of its members of the bargaining unit at the Algoma Manor Nursing Home have the skills and ability to do certain maintenance work that the Employer might consider contracting out from time to time.

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

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

- i. The bargaining unit members are available to do the work in the time required by the Employer and at a cost that does not exceed the cost of contracting the work out;
 - ii. The volume and nature of work can be performed by the number of bargaining unit members available to do the work required;
 - iii. The work can be done safely, and to the standard required by the Employer, or by any regulating body who might have cause to examine the work;
 - iv. The offering of the work to the bargaining unit member(s) does not adversely affect the regular schedule or duties to which the member would otherwise have been assigned, unless agreed to by the Employer;
 - v. This letter will not operate under the expiry date of the end of the term of this Collective Agreement. The Union accepts the Employers undertaking to apply the criteria in this letter in good faith to the benefit of the members of the Union. Accordingly, there will be
-

no grievances filed in respect of this letter. The parties agree to add to the Labour/Management Agenda any concerns in relation to this letter for discussion;

RENEWED in Thessalon, Ontario, this 20th day of December, 2023.

FOR THE EMPLOYER

Pamela Ficociello
Pamela Ficociello (Dec 20, 2023 11:54 EST)

Tanya McColeman
Tanya McColeman (Dec 20, 2023 13:20 EST)

FOR THE UNION

Tammy Gabeau
Tammy Gabeau, President (Dec 20, 2023 11:12 EST)

Christy Piche
Christy Piche (Dec 20, 2023 14:57 EST)

Melinda Genys
Melinda Genys (Dec 20, 2023 11:35 EST)



Letter of Understanding #2

Between

ALGOMA MANOR NURSING HOME
(The "Employer")

-And-

CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3695
(The "Union")

RE: RESIDENT ABUSE AND NEGLECT

The parties agree that residents have a right to live in an environment that is free from abuse and neglect. The parties agree that the abuse and/or neglect of residents by employees will not be tolerated. The Union and the Employer further agree to promote an abuse free environment for all residents.

SIGNED in Thessalon, Ontario, this 20th day of December, 2023.

FOR THE EMPLOYER

Pamela Ficociello
Pamela Ficociello (Dec 20, 2023 11:54 EST)

Tanya McColeman
Tanya McColeman (Dec 20, 2023 13:20 EST)

FOR THE UNION

Tammy Bateau
Tammy Bateau, President (Dec 20, 2023 11:12 EST)

Christy Piche
Christy Piche (Dec 20, 2023 14:57 EST)

Melinda Genys
Melinda Genys (Dec 20, 2023 11:35 EST)