



A M I C A
Mature Lifestyles

COLLECTIVE AGREEMENT

between

AMICA AT THORNHILL
(herein referred to as the "Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 5205
(herein referred to as the "Union")

August 1, 2020 to July 31, 2024

TABLE OF CONTENTS

PREAMBLE..... 4

ARTICLE 1 - MANAGEMENT RIGHTS..... 4

ARTICLE 2 – RECOGNITION 5

ARTICLE 3 – NO STRIKES OR LOCK-OUTS 6

ARTICLE 4 – HARASSMENT 6

ARTICLE 5 – UNION SECURITY..... 7

ARTICLE 6 – CORRESPONDENCE 7

ARTICLE 7 – LABOUR-MANAGEMENT 8

ARTICLE 8 – GRIEVANCE PROCEDURE..... 10

ARTICLE 9 – ARBITRATION 13

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE 14

ARTICLE 11 – SENIORITY 15

ARTICLE 12 – PROMOTION AND STAFF CHANGE..... 17

ARTICLE 13 – LAYOFFS AND RECALLS..... 20

ARTICLE 14 - HOURS OF WORK..... 23

ARTICLE 15 - OVERTIME 25

ARTICLE 16 - STATUTORY HOLIDAYS..... 26

ARTICLE 17- VACATION 27

ARTICLE 18 - SICK LEAVE PROVISIONS 29

ARTICLE 19 - LEAVE OF ABSENCE 30

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES 33

ARTICLE 21 – BENEFITS 34

ARTICLE 22 – PENSION..... 35

ARTICLE 23 – TECHNOLOGICAL CHANGES 36

ARTICLE 24 – GENERAL CONDITIONS..... 36

ARTICLE 25 - RETROACTIVITY 37

ARTICLE 26 – TERM OF THE AGREEMENT 37

SCHEDULE "A" - WAGE RATES 38

SCHEDULE "B" -MEDICALBENEFITS..... 39

SCHEDULE "C" - NHRIPP..... 43
LETTER OF INTENT..... 46
RE: PSW JOB DESCRIPTION 46
LETTER OF UNDERSTANDING - VACATION CARRY OVER..... 47

PREAMBLE

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

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

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

AND WHEREAS it is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe and comfortable environment, treating them and their families with the respect and dignity they deserve;

ARTICLE 1 - MANAGEMENT RIGHTS

1.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

1.02 No Discrimination

The Employer agrees that these functions shall be exercised in a manner consistent with the general purpose and intent of this Agreement.

The Employer shall not exercise its rights to direct the working forces in a discriminatory manner, nor shall the Employee or the Union or its representatives exercise its rights in a discriminatory manner. Nor shall these rights be used in a manner which would deprive present Employees of their employment, unless through just cause.

The Employer and the Union subscribe to the principles of the Human Rights Code of Ontario, as amended from time to time.

The Union and the Employer recognize the right of Employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

1.03 Complaints Investigation

An Employee within the Bargaining Unit who complains of harassment under the provisions of the Ontario Human Rights Code and its amendments and / or the Health and Safety Act and its amendments may refer the complaint to the General Manager and/or Human Resources. The employee may choose to be accompanied by a Steward. When a complaint is received the General Manager and/or Human Resources shall:

- i. Investigate the complaint;
- ii. Determine the nature of the complaint; and
- iii. Make written recommendations and ensure the complaint is resolved;
- iv. The complainant shall at any point in this process, have the right to file a grievance. It is understood that the filing of a grievance shall not unnecessarily delay the complaint investigation.

ARTICLE 2 – RECOGNITION

2.01 This agreement shall apply to all full-time, regular part-time, part-time and casual employees of the Employer (Amica at Thornhill) save and except for supervisors, coordinators and persons above the rank of supervisor or coordinator.

This article shall be read, subject to the Ontario Labour Relation Board's Certificates and its decision declared December 4, 2013.

2.02 Work of the Bargaining Unit

Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or in emergencies.

The Union recognizes that the Employer is an organization, which involves the participation of volunteers. The Employer agrees that the use of volunteers shall not result in the reduction of hours or a layoff of a member of the Bargaining Unit. In addition, volunteers shall not be utilized to perform work previously performed by employees who have been laid off or who have had their hours reduced.

It is further agreed that the utilization of volunteers, as of the date of signing of this Agreement, is consistent with the above.

2.03 No Other Agreements

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

2.04 No Contracting Out

The Employer agrees not to contract out any work of the bargaining unit to any outside agency, which would result in the layoff, as defined in Article 13 (Layoffs and Recalls), of employees within the bargaining unit.

2.05 Representative of the Canadian Union

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have access to the Employer's premises upon request, in order to investigate and assist in the settlement of a grievance and such investigation shall not disrupt the normal operations.

2.06 Definition of Employee

- a) A "full time" employee shall be deemed to be an employee who is regularly scheduled for 37.5 or more hours per week.
- b) A "regular part time" employee shall be deemed to be an employee who is regularly scheduled to work for 25 or more hours per week.
- c) A "part time" employee shall be deemed to be an employee who is regularly scheduled to work for less than 25 hours per week.

A "casual" employee shall be deemed to be an employee, not regularly scheduled, who has reasonable availability to work when necessary to cover leaves.

2.07 No employee may enter into a financial arrangement with a resident or their responsible party for which the Employer has a contractual relationship with.

ARTICLE 3 – NO STRIKES OR LOCK-OUTS

3.01 No Strikes and Lockouts

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

ARTICLE 4 – HARASSMENT

4.01 The Union and the Employer agree that they will jointly work to ensure a Respectful workplace free from any type of personal or sexual harassment, discrimination, bullying, or violence.

The Employer agrees to maintain a policy consistent with Provincial and Federal law, amended from time to time, with regards to personal or sexual harassment,

discrimination, bullying or violence and agrees to include these topics in staff or management training sessions.

ARTICLE 5 – UNION SECURITY

- 5.01 The Employer, during the life of this Agreement as a condition of employment, shall deduct monthly from each Employee in the bargaining unit, a sum equal to Union dues as certified by the Union, and remit such sum within forty-five (45) days, to the National Secretary Treasurer along with a list of Employees who have been terminated in the preceding month; a list of the Employees in the bargaining unit; their Employee status; the amount of dues or equivalent monies currently being deducted for each Employee in the preceding month; a list of the Employees who have completed their probationary period in the preceding month and a copy to the Local Secretary – Treasurer.
- 5.02 All Employees within the Bargaining Unit on the date of signing of the Agreement must become members of the Union in good standing in accordance with its Constitution and By-laws and, as a condition of employment, maintain their membership in the Union for the duration of the Agreement.
- 5.03 All new Employees shall, within seven (7) days of commencement of employment, become members of the Union and maintain their membership in the Union for the duration of the Agreement. The Employer agrees to sign into the Union all such Employees.
- 5.04 Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.
- 5.05 Three times per calendar year, the Employer shall provide to the Secretary Treasurer of the Union, an electronic list of all Employees in the Bargaining Unit, their status, job titles, and home addresses, email addresses, home telephone numbers known to the Employer.
- At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new Employees hired within the previous thirty (30) days. Such meetings shall not exceed twenty (20) minutes in duration or incur any additional expense for the Employer.
- 5.06 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

ARTICLE 6 – CORRESPONDENCE

- 6.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or her designate and the

Secretary of the Union with a copy sent to the National Representative of the Union and the Vice President of Human Resources or her designate.

ARTICLE 7 – LABOUR-MANAGEMENT

7.01 Labour Management

a) Representation

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

b) Union Representatives and Committee Members

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

7.02 Bargaining Committee

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

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission, subject to service or operational needs, shall not be unreasonably withheld.

7.03 Labour-Management Relations Committee

The parties hereby agree to appoint a joint Labour Management Committee of three (3) Employees appointed by the Union and three (3) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual

interest between the parties and to promote cooperative workplace issues and workplace productivity, it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committees. The committees shall meet from time to time as agreed between the parties but at least quarterly and all matters for discussion shall be submitted to the Committee Chair previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

The parties agree to the importance of addressing workload issues as they arise, in the workplace. Therefore, the parties agree issues related to workload will be included as agenda items at all regularly scheduled Labour Management Meetings between the Union and the Employer. Workload Issues will be documented in the Labour Management meeting minutes and timelines will be recorded to ensure tracking and resolution.

7.04 Health and Safety Committee

- a) The Employer and the Union agree to cooperate in the promotion of safe working conditions and practices; and the prevention of workplace accidents and injuries.
- b) A joint management and Employee health and safety committee shall be constituted with two (2) representatives from management and two (2) representatives from the bargaining unit. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the bargaining Unit Employees, shall make monthly inspections of the workplace and report to the Health and Safety Committee. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WISB may decide to disclose.

- e) This committee will function in accordance with the Occupational Health and Safety Act. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The review of accident/ injury reports shall be a standing item at Joint Health and Safety Committee meetings.
- g) The Employer shall ensure that all members of the Health and Safety Committee are trained in accordance with the Occupational Health and Safety Act including that workers complete a basic health and safety awareness training program as soon as is practicable.

7.05 Aggressive Residents

When the Employer is aware that a resident has a history of aggressive behaviour the Employer will make such information available to the Employees. In-service and/or instruction in caring for aggressive residents and how to respond to a resident's aggressive behaviour will be provided by the Employer.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Election of Union Representatives

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect three (3) Union Representatives, whose duties shall be to assist any Employee whom the Union Representative represents, in preparing and in presenting his/her grievance in accordance with the grievance procedure, and such Union Representatives shall have completed her probationary period with the Residence.

8.02 Names and Titles of Union Representatives

The Union shall notify the Employer in writing of the names and titles of each Union Representative, before the Employer shall be required to recognize him/her. The Employer agrees that Union Representatives shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this article.

8.03 Grievance Committee

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

8.04 Union Representation

No Union Representative or Employee shall leave his/her work area without obtaining the permission of his/her immediate supervisor. Grievance discussions shall take place where resident service is not affected. Union Representatives shall be permitted to represent an Employee's interest without loss of pay when such meetings are scheduled during the Union Representative's hours of work.

8.05 Definition of a Grievance

"Grievance" means any difference or dispute concerning the interpretation, application, administration, or alleged violation of the Collective Agreement between the Employer and any Employee or Employees bound by this Collective Agreement, including any question as to the arbitrability of a grievance. All grievances shall be submitted and replied to in writing.

8.06 Settling of Grievances

Grievances shall be processed in the following manner:

Step One (1)

The Employee with or without a Steward (at the Employee's option), shall first discuss the grievance with their immediate supervisor or his/her designate within fourteen (14) calendar days after the date on which he/she became aware of the action or circumstances giving rise to the grievance. If the grievance is not settled at this step then;

Step Two (2)

The grievance shall be reduced to writing and signed by the Employee and a Steward and a the Chief Steward and shall be presented to the General Manager or his/her designate by a the Chief Steward who shall discuss the grievance. Within seven (7) calendar days of receipt of the written grievance, the General Manager or his/her designate shall give his/her written reply. If the grievance is not settled at this step, then;

Step Three (3)

The Grievance Committee and representatives appointed by the Employer, shall meet within twenty-one (21) calendar days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within fourteen (14) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 9 within thirty (30) calendar days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

8.07 Policy & Group Grievances

Where a dispute involving a question of policy, general application, or interpretation occurs, or where a group of employees or the Union has a grievance, this grievance may be submitted at Step 2.

8.08 Union May Institute Grievance

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

8.09 Mediation

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

8.10 Time Limits

In the event an employee is not scheduled to work for a period of time the time limits specified in the grievance procedure shall be waived by up to ten (10) days.

8.11 Definition of Working Days

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

8.12 Referral to Arbitration

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

8.13 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.14 Deviation from Grievance Procedure

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

8.15 Failure to Act within the Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within 180 days they shall not be deemed to have prejudiced their position in arbitration.

8.16 Replies in Writing

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

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within fifteen (15) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within fifteen (15) working days or should the nominees fail to appoint a Chairman within twenty (20) working days from the date of their appointment, either party or their nominee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

9.02 Payment for Board of Arbitration

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

9.03 Powers of the Board

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

9.04 Decision of the Board

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

9.05 Time limits

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

9.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 a) Right to Have a Union Representative Present

When the Employer knows that an Employee may be subject to disciplinary action, which is to be recorded in the Employee's personnel file, the Employee shall have the right to the presence of the Union Representative.

b) Warnings

Whenever the Employer or a representative of the Employer deems it necessary to censure an Employee in a manner indicating that discipline/dismissal may result, the Employer shall give written particulars of such a censure to the Recording Secretary of the Union, with a copy to the Employee, in the presence of the steward. The Employer shall make its best effort in notifying the Employee in advance so arrangements can be made to have a steward present.

10.02 Discharge Procedure

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

10.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to omit Step 1 of the Grievance Procedure.

10.04 Access to Personnel File

Upon giving five (5) calendar days' notice, an Employee shall have the opportunity to review the contents of her personnel file at a mutually agreeable time in the office, in which, the file is normally kept. If the Employee so chooses in the presence of an employee Representative. The Employee will be allowed to make copies, using the

Employer's equipment, of any document contained therein. The Employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

10.05 Clearing the File

The disciplinary record of an Employee shall not be used against her at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. At the end of the eighteen (18) month period all reference to the discipline will automatically be removed from the file. Verbal warnings shall be removed from the Employee's file and not used against her at any time after twelve (12) months following the date of the letter.

10.06 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in her former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to her normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such Board.

10.07 Right to have a Steward present

An employee shall have the right to have his/her Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the union and the employee in advance of the purpose of the interview. The employer shall advise the employee of their right to have Union representation present.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined for regular part-time, part-time and casual Employees on the basis of hours paid.

Seniority shall be defined for full time Employees as the length of the Employee's continuous employment with the Employer, including service with the Employer prior to certification or recognition with the union. Upon completion of the probationary period, the initial date of employment shall be used for determining benefits and seniority.

When Employees move from regular part time, part time or casual to full time employment, their hours paid will be converted using 1875 hours paid to establish a seniority `date`.

When Employees move from full time employment to regular part time, part time or casual, their seniority date shall be used to calculate seniority hours using 1875 hours per year of seniority.

Seniority shall operate on a bargaining unit wide basis. Service date shall be defined as the employee's last date of hire.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board in January, May and September of each year. An employee's name shall not be placed on the seniority list until she completed her probation period as outlined in Article 11.03 below. For the purpose of this Article, time away from work that is protected by the Collective Agreement, E.S.A or the Human Rights Code shall be deemed as hours paid.

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

All seniority, vacation and other credits obtained under this Agreement shall be retained and transferred with the employee when reclassified.

11.03 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) calendar months or 450 hours from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified. An employee who has not completed his/her probation period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.04 Loss of Seniority

An employee shall not lose seniority rights if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer.

An employee should only lose her seniority in the event of:

- a) Discharge for just cause and is not reinstated.

- b) Voluntary resignation.
- c) Layoff in excess of eighteen (18) months.
- d) Failure to signify intention to return to work within three (3) working days of the receipt of the notice of recall, which shall be in writing to the last known address of the employee according to the records of the Employer, or failure in fact to return to work within a further seven (7) working days of such signification. An employee who so fails shall forfeit his/her claim to re-employment.
- e) Is absent from work for three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate.
- f) Utilizes a leave of absence for purposes other than those for which the leave may have been granted.
- g) Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause.

11.05 Transfers and Seniority outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her written consent. An Employee who is transferred or promoted to a position outside the bargaining unit shall not accumulate seniority. In the event the Employee is returned by the Employer to a position in the bargaining unit within twelve (12) months, he or she shall be credited with the seniority held at the time of transfer and/or promotion and resume accumulation from the date of his or her return to the bargaining unit. An Employee not returned to the bargaining unit within twelve (12) months shall forfeit bargaining unit seniority. This twelve (12) month period may be extended in the case of an employee being transferred outside the bargaining unit to cover a Pregnancy Leave to a maximum of eighteen (18) months.

11.06 If an employee transfers from full-time to part-time, the following method shall be used to calculate her seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1875 hours paid.

11.07 If an employee transfers from part-time to full-time, the following method shall be used to calculate her seniority from one group to another .for purposes of establishing an anniversary date: 1875 hours PAID equals one (1) year.

ARTICLE 12 – PROMOTION AND STAFF CHANGE

12.01 a) Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, within ten (10) days of the vacancy, the Employer shall post a notice on the Employers main bulletin boards with a copy to the Union. The position shall be posted for a period of ten (10) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer’s main bulletin board.

In the posting of any vacancies, the Employer will give preference to the designation of full-time positions over part-time or casual positions.

b) Temporary Vacancies

Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.

c) Temporary Job Postings

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

d) Successful Applicant

The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

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

12.02 Information in Postings

The job posting notice shall contain the title, shift, qualifications, status and wage rate/salary.

12.03 No External Applicants

No external applicants shall be considered until all present employees have had full opportunity to apply.

12.04 Recognition of seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

12.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointments shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made without unreasonable delay.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of twenty (20) working days for full time and forty-five (45) working days for part time or casual. Conditional on satisfactory service, such trial promotion shall become permanent after the above time frames.

In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority.

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

Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there were no unsuccessful applicants then the position would be reposted.

12.07 Union Notification

The Union shall be notified in writing of all appointments, hiring's, layoffs, recalls and terminations of employment. Notices of such appointments shall also be posted. The Recording Secretary of the Union will be supplied a copy of each posting.

Notices of such appointments shall also be posted.

12.08 Postings while on Vacation or Leave

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

12.09 New Position and Changed Positions

a) Notice of New and Changed Positions

In the event the Employer establishes a new position, the classification and wage rate for this new position shall be established by the Employer; and/or; In the event the Employer adopts new methods of operation, and the effect of which changes job content, and/or required qualifications, a change in the job classifications and/or wage rate shall apply as follows:

- i) Written notice shall be given to the Union;
- ii) Written notice of objection thereto by the Union shall be given to the Employer within sixty (60) calendar days after such notice,
- iii) If notice is not received as per ii) above, such classification, qualifications and wage rate shall be considered as agreed to.

If the parties are unable to reach an agreement, the Union may file a grievance.

b) Job Descriptions

- i. The Employer shall draw up job descriptions for all jobs and classifications in the Bargaining Unit.
- ii. The said job descriptions shall be presented in writing to the National Representative and the Recording-Secretary or his/her designate, and shall become the recognized job descriptions unless written notice of objection thereto is given by the Union within sixty (60) calendar days.
- iii. Where the Union objects, it shall provide specific details of its objection which shall be generally limited to whether:
 - a) The procedure whereby the job shall have been established has been followed;
 - b) The job description accurately describes the type of duties, level of responsibilities and required qualifications of the job;
 - c) The job is properly remunerated in relation to the existing wage schedule; and
 - d) Any qualifications established for the job are relevant and reasonable.

ARTICLE 13 – LAYOFFS AND RECALLS

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority, within their classification, in accordance with Article 11 - Seniority; Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Layoffs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or regular part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part-time employees.

13.03 Notice of Layoff

In the event of a proposed lay off of thirteen (13) weeks or more, the Employer will:

- a) Provide the Union with 31 work days notice prior to its implementation. This notice is not in addition to required notice for individual employees.
- b) Provide affected Employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:

If service is greater than 9 years - 9 weeks' notice

If service is greater than 10 years - 10 weeks' notice

If service is greater than 11 years - 11 weeks' notice

If service is greater than 12 years - 12 weeks' notice

13.04 Layoff Procedure

- a) In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are able to meet the normal requirements of the job.
- b) An employee who is subject to lay-off shall have the right to either:
 - i) Accept the layoff; or
 - ii) Displace an employee who has:
 - Less bargaining unit seniority in a lower or identical paying classification; and
 - Who has scheduled hours less than or equal to the employee being laid off; and
 - If the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
 - iii) An employee who wishes to exercise his or her right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
 - iv) For the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
 - v) In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time

bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05 Recall

An Employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing she has the ability and qualifications to perform the work, and provided such opening is first posted under the job posting procedure contained herein and has not been filled. Vacancies during a layoff/recall will be posted in accordance with Article 12 of the Collective Agreement. Once the job vacancy has been filled under the job posting procedure any subsequent vacancy created by the filling to the original vacancy shall be offered as an opportunity of recall from layoff to an available vacancy as set out below in this article.

- a) In determining the ability and qualifications of an Employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.
- b) An Employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant.
- c) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
- d) The Employer shall notify the Employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. It is the sole responsibility of the employee who has been laid off to notify the Employer of her intention to return to work within five (5) working days after being notified.

Notification shall be deemed to have been received on the fourth day following the date of mailing.

- e) Employees on layoff shall be given preference for temporary vacancies, which are expected to exceed ten (10) working days. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. Employees on recall are responsible for the maintenance of any skills and/or required licences to practice return to work.

13.06 Laid off employees shall retain seniority, service, and recall right for eighteen (18) months from the last date of layoff.

13.07 Staff Planning Meetings/Reduction in Workforce

Where the Employer identifies that a reduction in staffing may be necessary, the Employer shall, prior to giving to the Employees any notice of lay-off, meet with the Union to discuss the situation and any possible means of minimizing staff impact.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Hours of Work

- a) The normal hours of work shall either be seven and one half (7.5) or eight (8) hours per day, exclusive of an uninterrupted unpaid thirty (30) minute meal break and shall be thirty-seven and one-half (37.5) or forty (40) hours per week or a mutually agreed equivalent agreed to by the Employer and the Union. The normal days per week shall be five (5) days per week with a week being the period from Sunday to Saturday.
- b) In no instance will any employee be required to work more than five (5) consecutive days without receiving her day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.
- c) All hours shall be distributed by seniority provided there is no overtime incurred.
- d) Regular part time, part time or casual employees wishing to pick up a sixth shift per week shall be allowed to (seniority allowing) providing the shift does not cause the Employer to incur overtime costs.

14.02 Days Off

Employees will not be required to work more than five (5) consecutive shifts without receiving a minimum of two (2) consecutive shifts off duty. Should an employee be required to work more than five (5) consecutive shifts the following shift will be paid at the overtime rate.

14.03 Working Schedule

- a) The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance.
- b) The schedule will be posted in ink and will not be changed without the consent of the employee involved.
- c) The Union shall receive a copy of the said schedules on request.
- d) There shall be no split shifts.

e) Rotating shifts shall be mutually agreed by both parties.

14.04 Rest Period

All employees working a seven and one half (7.5) or eight (8) hour shift shall receive a fifteen (15) minute paid rest period in each half of the shift in an area made available by the Employer.

All Employees working less than a full seven and one-half (7½) hour shift, but a minimum of a four (4) hour shift, will receive one fifteen (15) minute paid rest period.

If appropriate to operational requirements, and by mutual agreement, employees may choose to take the two (2) fifteen (15) minute breaks together creating a thirty (30) minute paid break (in addition to the thirty (30) minute unpaid meal break).

14.05 Reporting Pay

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

14.06 Shift Exchanges

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld provided each employee has the appropriate skills and training in the position.

The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

14.07 Time Off Between Shifts

Employees are to be allowed a minimum off eleven (11) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the eleven (11) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.08 Seniority for Shift Preference

The Employer shall determine the shifts to be worked. The employee with the most seniority shall be given shift preference.

14.09 Standard/Daylight Savings Time

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

14.10 Availability

Part Time will be scheduled equitably on the posted schedule. Part-time staffs are expected to provide reasonable on call availability. Employees are expected to indicate their availability, in writing at the beginning of each month, for call-in shifts. If no availability has been received, the previous availability will remain in effect. The Employer will use this to fill on-call shifts in order of seniority.

The Employer maintains an electronic call log for the purposes of calling and/or assigning shifts. In the event of a dispute, the Union, upon request shall receive a copy of the electronic call log.

Full time Employees who wish to be considered for additional shifts must also submit their availability. It is understood no full time Employee will pick up additional shifts when there are part time staff available and willing to work.

ARTICLE 15 - OVERTIME

15.01 Overtime Rates

Overtime rates shall apply for work as follows:

- a) Time and one-half (1.5) after eight (8) hours in any one day of shift.
- b) Time and one-half (1.5) after 40 hours in any one calendar week (Sunday to Saturday).

15.02 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

15.03 Distribution of Overtime

Overtime shall be offered in order of seniority to the employees who are willing and qualified to perform the work that is available, and any residual overtime may be assigned to such employees in reverse order of seniority.

15.04 Minimum Call-back Time

When an employee is called back to work after leaving the workplace, such employee shall be paid at time and one-half (1.5) his/her regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay.

15.05 No Duplicating or Pyramiding of Overtime

Overtime premiums will not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal workweek or as hours worked for which the overtime premium is paid.

However, time worked on a paid holiday shall be counted as part of the normal workweek.

15.06 Meal Allowance

An employee required to work more than two-hours of overtime shall be provided with a meal by the Employer.

ARTICLE 16 - STATUTORY HOLIDAYS

16.01 The Employer recognizes the following Statutory Holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments.

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

16.02 Work on Scheduled Holidays

A full-time employee who is required to work on any of the above-mentioned holidays shall receive two and one-half (2½) times his or her regular rate of pay for all hours worked on that day. By mutual agreement between the full-time employee and the Employer, the regular full-time employee may opt to receive one and one-half (1½) times his or her regular rate of pay for all hours worked on that day and shall receive another day off with regular rate of pay which must be taken within thirty (30) days. If it is the employee's decision to schedule another day they will inform the Employer, in writing, of the preferred date seventy-two (72) hours in advance of the master schedule posting date. Approval is subject to operational requirements.

Regular part-time and relief part-time Employees who are required to work on any of the above mentioned holidays shall receive holiday pay at the rate of one and one-half (1½) times their regular straight time rate of pay.

An Employee shall not be paid for any recognized holiday if he/she:

- a) Does not work on such a holiday if scheduled to do so, unless a reason satisfactory to the Employer is provided;
- b) Is absent the scheduled shift immediately preceding or the scheduled shift immediately following the holiday, unless a reason acceptable to the Employer has been submitted or has been absent from work by any reason or any rights granted him/her under other provision of this agreement.
- c) Does not, upon request, produce a medical certificate for illness occurring on the scheduled shift immediately preceding or following the holiday.

16.03 Holidays for Days Off

When any of the above noted holidays fall on a regular full time Employee's scheduled day off, the Employee shall receive another day off with his/her straight time rate of pay.

16.04 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off, unless otherwise mutually agreed.

ARTICLE 17- VACATION

17.01 Length of Vacations

Before 1 year of completed service – 1 day per month to a maximum of 10 days (or four percent 4% if elected to be paid out)

After one (1) year of completed service – Two (2) weeks at four percent (4%) of gross earnings.

After five (5) years of completed service – Three (3) weeks at six percent (6%) of gross earnings.

After ten (10) years of completed service – Four (4) weeks at eight percent (8%) of gross earnings.

Effective August 1, 2018 - After fifteen (15) years of completed service – Five (5) weeks at ten percent (10%) of gross earnings.

Regular part time, part time and casual employees shall have the options of receiving the corresponding vacation pay as per 17.01 on each pay cheque or accruing the amount to be paid out at time of vacation leave.

17.02 Holidays during Vacation

- a) If a paid holiday falls or is observed during a full-time employee's vacation period, she shall be granted an additional day's vacation with pay for each holiday, in addition to her regular vacation time.
- b) For Part time employees, week is defined as a regular scheduled week (i.e., Employees who work two days a week would be entitled to those two days off for vacation purposes.

17.03 Vacation Pay on Termination

An employee terminating her employment at any time shall be entitled to be paid out any accrued vacation hours owed to them.

17.04 Preference in Vacation

Vacation shall be granted first on the basis of seniority.

17.05 Vacation Schedules

Deadlines for submitting vacation requests shall be as follows:

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

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

17.06 Unbroken Vacation Period

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

17.07 Illness during Vacation

- a) Sick leave may be substituted for vacation where it can be established to the satisfaction of the Employer by the employee that an illness or accident occurred on vacation.
- b) It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 18 - SICK LEAVE PROVISIONS

18.01 Pay for sick leave is for the purpose of protecting Full and Regular Part time Employees against loss of income when they are legitimately ill and will be granted as follows:

- a) After completion of probation, Full time Employees shall be granted sick leave for illness from date of employment. Such sick leave shall be granted on the basis of six (6) working days per year and shall be accumulative to a maximum of ten (10) working days.
- b) After completion of probation, Part time Employees shall be granted sick leave for illness from date of employment. Such sick leave shall be granted on the basis of three (3) working days per year and shall be accumulative to a maximum of five (5) working days.
- c) The Employer will treat the existing six (6) sick days for Full time employees, and the existing three (3) sick days for Regular Part time employees as Personal Emergency Leave days (both of which include the two (2) Ontario Employment Standards Personal Emergency Leave days). A personal emergency leave is defined as per the *Ontario Employment Standards Act 2000*, and will be subject to the provisions of the Act.

18.02 An Employee absent for three (3) days or more may be required to produce a medical certificate for any illness. Medical certificates requested by the Employer and not covered by OHIP will be paid for by the Employer. Extended absence will require ongoing medical document including anticipated return to work date.

18.03 Any Employee absenting himself/herself on account of personal illness shall endeavour to notify the Employer on the first day of illness, a minimum of two (2) hours before the time he or she would normally report for duty on day shift and four hours for evening and night shift.

18.05 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care.

Permission will not be unreasonably withheld provided adequate notice is given in advance.

18.05 Sick leave pay shall be paid for the one (1) day or less not covered by the Workers' Compensation Act.

When an Employee is granted sick leave with pay and Workers' Safety & Insurance Board (WSIB) benefits is subsequently approved for the same period, the Employee's sick leave bank shall be restored to the level it was at prior to the WSIB absence.

Employees qualifying for WSIB coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.

18.06 Sick leave pay shall be computed on the basis of scheduled workdays and all claims shall be paid on this basis.

18.07 Sick Leave Record

Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

18.08 Sick Leave during Leave of Absence

When an employee is given a leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., she shall not receive sick leave credit for the period of such absence, but shall retain her cumulative credit, if any, existing at the time of such leave or layoff.

18.09 Definitions

For the purpose of this Article the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant a leave of absence without loss of seniority and without pay for a period not to exceed one year to an employee with at least two (2) years of continuous service. Such request shall be provided, in writing, to the Employer, at least forty-five (45) days in advance and if possible, setting out the reasons for the leave. Approval shall be given in writing by the Employer.

Employees on approved leave of absence must not engage in any gainful employment.

All accumulated paid holidays and vacation must be utilized prior to the commencement of the leave.

The Employer shall not unreasonably withhold permission for the leave; however, the Employer has the right to refuse a leave of absence if such leave would unreasonably interfere with normal day to day operations.

Upon conclusion of the leave of absence, the employee will be reassigned to the position which they formerly held or in the event the position no longer exists, to any other available position in accordance with their qualifications and seniority.

19.02 Leave for Union Function

Upon two (2) weeks notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority up to fifteen (15) days per year and not more than two (2) employees at a given time. The Union shall reimburse the Employer for receipt of such pay.

19.03 Leave of Absence for Fulltime Union or Public Duties

The Employer recognizes the right of Employees to participate in public affairs. Therefore, upon written request, made at the earliest opportunity, the Employer will grant leave of absence, for up to ninety (90) days, without pay and without loss of seniority so that Employees may be candidates in a Federal, Provincial or Municipal election.

When elected to a Federal, Provincial or Municipal office, the Employer will grant a leave of absence without pay and without loss of further accumulation of seniority, one (1) term of office with a maximum of up to five (5) years.

An Employee may be granted leave of absence without pay to attend Union business on a full-time basis, for a specific period of time and such Employees shall retain all the rights and privileges accumulated prior to obtaining such leave. Seniority shall continue to accumulate during such leave of absence and shall apply to such provisions as annual vacations and promotions.

19.04 Bereavement Leave

- a) In the event of death of the employee's spouse (including same sex or common law spouse and fiancée), child or parent, the employee shall be entitled to leave of absence without loss of pay for four (4) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for three (3) days.
- d) Additional leave of absence without pay may be granted for necessary travel time.

19.05 Family Leave

Employees shall be granted a leave of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the Collective

Agreement. During the leave the employee will continue to accumulate all benefits and seniority under the Collective agreement. If the employee chooses to make contributions for the period of the leave to the benefit plan, the Employer will pay the Employer's contribution for the same period.

On the return from leave, employees will be placed in their former position.

The employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

19.06 Pregnancy and Parental Leave

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

Additional leave of absence may be taken under 19.06 (f)) Parental Leave.

- (a) An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returning to their former job and former shift if her shift was designated.
- (b) All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (c) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry of thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternative work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 19.06 (a)
- (d) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.
- (e) 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.
- (f) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

19.07 Jury or Court Witness Duty

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

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

19.08 Education Leave

Where employees are required to take courses to upgrade or acquire new qualifications required by the Employer, the Employer shall pay the full cost associated with the courses. For those courses required to maintain a certification or registration that was a condition of employment (job requirement) the costs shall be the responsibility of the employee.

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Shift Premium

- a) The Employer agrees to pay a shift premium of one dollar (\$1) per hour to employees for each hour worked when the majority of their shift falls between the hours of 11:00 pm and 8:00 am.
- b) Effective January 1, 2024: A weekend premium of ten (10) cents per hour shall be paid for all hours worked between 2200 hours Friday until 0800 hours Monday.

20.02 Pay Days

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

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

If an employee is under paid, the following applies:

If the amount of the error is equal or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly.

The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.

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

20.03 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender.

20.04 Pay during Temporary Transfers

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

Employees choosing to bid on, and accept work in, more than one department shall be paid the rate of the work they are scheduled for and carry out.

20.05 Payment Training and In-Service

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

When the Employer requires training outside of working hours it will compensate employees for the hours that are required.

ARTICLE 21 – BENEFITS

21.01 Master Policy

The Union shall be provided with a current copy of the master policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefit remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Life Insurance and AD & D

See summary of benefits listed in Schedule "B".

21.04 Extended Healthcare

See summary of benefits listed in Schedule "B".

21.05 Dental

See summary of benefits listed in Schedule "B".

21.06 Uniforms

- a) The Employer shall supply and maintain four (4) uniforms for full time employees and three (3) uniforms for part time employees, and a Amica brand sweater if required to wear the same.
- b) The Employer will reimburse the employee up to fifty dollars (\$50.00) annually, for steel toed footwear where required by the employer to be worn, or presentation of proof of purchase.
- c) The Employer will reimburse the employee up to seventy-five dollars (\$75.00) annually, for non-slip footwear for their work, where required. The employee must provide proof of purchase and proof of footwear compliance with the Amica Uniform Policy.

21.07 The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion as follows:

- i. While on paid leave of absence or Family Medical Leave.
- ii. While on pregnancy and parental leave as required by the Employment Standards Act.
- iii. While receiving WSI for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- iv. While absent due to illness for up to twelve (12) months.
- v. While on lay-off for up to twelve (12) months.

21.08 The Employer agrees to pay for all employees to be covered by an Employee Assistance Plan ("EAP").

ARTICLE 22 – PENSION

22.01 Effective November 1, 2018, the Employer will provide an employee pension plan. Current employee eligibility and benefit entitlement to be included in Schedule "C".

ARTICLE 23 – TECHNOLOGICAL CHANGES

23.01 Technological and Other Changes

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

ARTICLE 24 – GENERAL CONDITIONS

24.01 Bulletin Board and Lockers

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

Proper conditions

- a) Neat, clean, attractive and appropriately furnished accommodations as pursuant to the Occupational Health and Safety Act, as amended from time to time, shall be provided for employees to have their meals and change their clothes.
- b) Appropriate lockers or storage space shall be provided for employees to leave their clothing or belongings during working hours.

24.02 Copies of Agreement

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

24.03 Plural or Feminine Terms May Apply

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

ARTICLE 25 - RETROACTIVITY

25.01 Increases to the salary schedule shall be retroactive to be consistent with Schedule "A".

Where employees wither have left the employ of the Employer and/ or have entered into the employ of the Employer between August 1, 2016 onwards they shall be entitled to the pro-rated amount of such payments.

The Employer will endeavor to provide all retroactivity as directed in the Interest Arbitration Award dated October 2, 2018.

All retroactivity will be itemized on an employee's regular cheque.

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

ARTICLE 26 – TERM OF THE AGREEMENT

26.01 Effective Date

The terms of this Agreement shall be from August 1, 2020 to July 31, 2024, and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.


26.02 Changes in Agreement


Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.


Dated at Toronto, Ontario this _____ day of _____, 2023.


FOR THE EMPLOYER


FOR THE UNION


Lynda Washkau (Jan 5, 2024 15:23 EST)


Clint Christian Lucero (Jan 16, 2024 10:44 GMT+8)


Lorraine Small (Jan 5, 2024 14:27 EST)


kyla (Jan 18, 2024 17:29 EST)


Rosie Buencio (Jan 5, 2024 12:46 EST)

_____ 

SCHEDULE "A" - WAGE RATES

Position	2%		2%		3%		3.50%	
	Start 2020	Post probation	Start 2021	Post probation	Start 2022	Post Probation	Start 2023	Post probation
Conceierge/Reception	16.39	16.95	16.72	17.29	17.22	17.81	17.82	18.43
Registered Practical Nurse	25.58	26.13	26.09	26.66	26.88	27.45	27.82	28.42
Resident Care Partner/Personal Support Worker	18.64	19.21	19.01	19.59	19.58	20.18	20.26	20.88
Medication Care Partner	19.45	20.01	19.84	20.41	20.44	21.03	21.15	21.76
Life Enrichment Assistant/Wellness & Vitality	19.46	20.01	19.85	20.41	20.45	21.03	21.16	21.76
Cook	22.33	22.88	22.77	23.34	23.46	24.04	24.28	24.88
Dining room Server	18.40	18.96	18.77	19.34	19.33	19.92	20.01	20.62
Dishwasher/Cook's helper	16.83	17.49	17.17	17.84	17.68	18.38	18.30	19.02
Housekeeper	18.00	18.56	18.36	18.94	18.91	19.50	19.58	20.19
Maintenance Assistant	19.04	19.60	19.42	20.00	20.01	20.60	20.71	21.32
Driver (Bayview Gardens ONLY)	18.02	18.40	18.38	18.77	18.94	19.33	19.60	20.01
Marketing Assistant (Bayview Gardens ONLY)	19.86	20.41	20.26	20.82	20.86	21.44	21.59	22.19
Community Relations Assistant	19.86	20.44	20.26	20.85	20.86	21.48	21.59	22.23
Assistant Cook	19.61	20.18	20.01	20.58	20.61	21.20	21.33	21.94

General Notes:

1. Night shift premium (.75 cents) is paid for the overnight shift for only those employees who work either 11:00 PM to 7:00 AM or 12:00 midnight to 8:00 AM.
2. Dining Room Supervisor should be paid an extra \$1 as differential when they are acting as the supervisor in place of the DRM.
3. The Employer agrees to maintain the Housekeeping Team Lead. For those hours an employee works as the Housekeeping Team Lead, she will be paid a premium of \$1.00 per hour.

SCHEDULE "B" -MEDICALBENEFITS

Summary of Benefits

Please note, additional information should be reviewed in the benefit booklet provided to employees.

SUMMARY OF BENEFITS		
Class Description	Class 1L	Class 1M
	Amica at Thornhill "Class 2B" Employees	Amica at Thornhill "Class 2A" Employees
Waiting Period/Eligibility	Class 1L	Class 1M
Employee Groups	<p>All FT employees after twelve months of coverage under 1M</p> <p>All FT employees who were hired and on benefits prior to November 1, 2012</p> <p>All FT (>37,5 hours schedule per week) and RPT employees (>25 hours schedule per week) who were hired prior to November 1, 2012</p>	<p>All FT and RPT employees (>25 hours scheduled per week)</p> <p>FT employees (>37.5 scheduled hours per week) move to 1L after twelve (12) months of coverage on 1M</p>
Waiting Period	None, if enrolled previously in Class 2A	3 months of continuous employment (480 hours for RPT)
Eligibility	Permanent full-time employees working at least 37.5 hours/week and <i>grandfathered</i> Regular Part-time employees working at least 25 hours/week	Permanent employee working at least 25 hours/week
Def of Spouse	Legal spouse or 12 months co-habitation	Legal spouse or 12 months co-habitation
Def of Dependent Child	Under age 22; under age 25 if a full-time student. Covered from life birth.	Under age 22; under age 25 if a full-time student. Covered from life birth.
Def of Earnings	Regular salary including commission, excluding dividends, bonuses or overtime	Regular salary including commission, excluding dividends, bonuses or overtime
Basic Life	Class 1L	Class 1M
Schedule	2x annual earnings	\$25,000
Maximum	\$150,000	\$25,000
Non-Evidence Maximum	\$150,000	\$25,000
Definition of Disability (Waiver)	Matches LTD	2 year own occ, any occ thereafter; 6 month elimination period
Reduction	50% at age 65	50% at age 65
Termination	Earlier of retirement or age 70	Earlier of retirement or age 70
Living Benefit	50% of life benefit to a maximum of \$50,000	50% of life benefit to a maximum of \$50,000
AD&D	Class 1L	Class 1M

Schedule	Equal to Life Benefit	Equal to Life Benefit
Waiver	Equal to Life Benefit	Equal to Life Benefit
Rehab	\$15,000	\$15,000
Family Transport	\$15,000	\$15,000
Home/Vehicle Alteration	\$15,000	\$15,000
Repatriation	\$15,000	\$15,000
Aggregate Maximum	\$2,500,000	\$2,500,000
Dependent Life	Class 1L	Class 1M
Spouse	\$10,000	N/A
Dep Child	\$5,000	
Termination	Covers live birth and stillbirth Earlier of retirement or age 70	
Optional Life (employee paid)	Class 1L	Class 1M
Eligibility	Employee & Spouse	N/A
Increments	\$10,000	
Maximum	\$500,000	
Termination	Earlier of retirement or age 70	
Optional AD&D (employee paid)	Class 1L	Class 1M
Eligibility	Employee, Spouse, Child	N/A
Increments	\$10,000 employee, \$5,000 spouse, \$1,000 child	
Maximum	\$500,000 employee, \$250,000 spouse, \$25,000 child	
Termination	Earlier of retirement or age 70	
Short Term Disability	Class 1L	Class 1M
Schedule	67% of weekly earnings	N/A
Maximum	\$1,200	
Benefits Begin on:		
- Accident/Injury	8th day	
- Illness	8th day	
First Day Hospitalization	Yes	
Maximum Benefit Period	17 weeks (15 weeks if termination age is reached while receiving benefits)	
Taxability	Taxable	
Termination Age	Earlier of retirement or age 70	
Long Term Disability (employee paid)	Class 1L	Class 1M
Schedule	66.67% of monthly earnings	N/A
Maximum	\$4,000	
NEM	\$3,000	
Elimination Period	119 days	
Definition of Disability	1 year own occupation. any occupation thereafter	
Pre-ex	90 day / 12 month	
COLA	n/a	
Max Benefit Period	to age 65	
Taxability	Non-taxable	

Survivor Benefit	6x the last monthly benefit (3x if benefits paid for less than 6 months)	
Termination Age	Earlier of retirement or age 65	
Extended Health Care	EE/spouse/dep	EE/spouse/dep
ASO	Class 1L	Class 1M
Deductible	Dispensing fee cap @ \$5	Dispensing fee cap @ \$5
Reimbursement Level		
Drugs	100%	70%
Hospital	100%	100%
Professional Services	100%	100%
Medical Equipment & Supplies	100%	70%
Overall Maximum		
Drugs	Pay Direct - Mandatory Generic	Pay Direct - Mandatory Generic
Generic sub	Mandatory	Mandatory
Vaccines	if prescription by law	if prescription by law
Fertility	\$2000 lifetime	Not covered
Sexual dysfunction	Not covered	Not covered
Smoking cessation	\$300 lifetime	\$300 lifetime
Professional Services:	\$500/ cal year for each	\$500/ cal year combined
Registered Acupuncturist, Chiropractor, Massage Therapist, Naturopath, Osteopath, Physiotherapist, Podatrist/Chiropodist, Psychologist/Clinical Counsellor, Speech Therapist (x-rays covered for Chiropractor, Osteopath, Podiatrist)		
Hospital	Semi-private	Semi-private
Custom-made Orthotics	\$400/24 months	\$400/24 months
Custom-made Orthopaedic Shoe	\$250/ cal year	\$250/ cal year
Support Stockings	6 pair per calendar year	6 pair per calendar year
Hearing Aids	\$300/60 months	n/a
Private Duty Nursing	\$25,000 lifetime	n/a
Survivor Benefits	24 months	24 months
Termination	Earlier of retirement or age 70	Earlier of retirement or age 70
Emergency Travel Assist	Class 1L	Class 1M
Reimbursement Level	100%	100%
Trip Limitation	90 day single trip coverage	90 day single trip coverage
Vision Care (ASO)	EE/spouse/dep	EE/spouse/dep
	Class 1L	Class 1M
	\$350/24 months for adults, \$150/12 months for children; Eye exams: \$75/cal year	n/a
Dental Care (ASO)	EE/spouse/dep	EE/spouse/dep

	Class 1L	Class 1M
Deductible	Nil	Nil
Recall Exams	6 months	6 months
Reimbursement Level		
Basic	100%	80%
Major	80%	n/a
Orthodontics	50%	n/a
Maximum (Basic)		\$800/ cal year
Maximum (Major)		n/a
Maximum (Basic & Major Combined)	\$2000/ cal year	
Maximum (Orthodontics)	\$2500 lifetime	n/a
Orthodontic age maximum	Dep Children under age 20	n/a
Fee Guide	Current; Prov where service is rendered, General Practitioners	Current; Prov where service is rendered, General Practitioners
Open Space Limiation	Yes	n/a
Survivor Benefits	24 months	24 months
Termination	Earlier of retirement or age 70	Earlier of retirement or age 70

SCHEDULE "C" - NHRIPP

The Nursing Homes and Related Industries Pension Plan

Effective the first day of the first pay period immediately following the date of this Supplementary Award, the following Article shall apply.

Pension

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

.01 "Plan" is defined as the Nursing Homes and Related Industries Pension Plan, being a multi-employer plan.

"Applicable Wages" is defined as the basic straight time wages for all hours worked, including:

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

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

"Eligible Employee" is defined as full-time, part-time and relief part-time employees in the bargaining unit who have completed 975 hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to Plan.

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

Where legislation or the Plan prohibits an employee from contributing to the Plan because of age, an amount equivalent to the deductions in 1.02 will be paid to the employee on their regular pay.

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

.03 The Employee and Employer contributions shall be remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

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

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

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

The Employer will endeavour to provide the following information to the Administrator of the Plan in electronic format if the Employer has the Technology.

For further specificity, the items required for each Eligible Employee by .05 above of the agreement are:

(i) To be provided once only at Plan commencement:

- (a) Date of hire
- (b) Date of birth
- (c) Date of first contribution
- (d) Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)

(ii) To be provided with each remittance:

- (a) Name
- (b) Social Insurance Number
- (c) Monthly Remittance
- (d) Pensionable earnings
- (e) Year to date contributions
- (f) Employer portion of arrears owing due to error, or late enrolment

(iii) To be provided once and if status changes:

- (a) Full address as provided to the Employer
- (b) Termination date where applicable (MM/DD/YY)
- (c) Gender
- (d) Marital Status

(iv) To be provided annually but no later than December 1st:

- (a) Current complete address listing
- (b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

**LETTER OF INTENT
BETWEEN
AMICA AT THORNHILL
AND
CANADIAN UNION OF PUBLIC EMPLOYEES**


RE: PSW JOB DESCRIPTION


The Employer has advised the Union that it has no plans to change the existing PSW job description for the duration of the collective agreement.

The Parties recognize this Letter is without prejudice to the Employer's management right to establish job descriptions for any of its employees from time to time.


Dated at Toronto, Ontario this _____ day of _____, 2023.


FOR THE EMPLOYER



Lynda Washkau (Jan 5, 2024 15:23 EST)



Lorraine Small (Jan 5, 2024 14:27 EST)

FOR THE UNION


Clint Christian Lucero (Jan 16, 2024 10:44 GMT+8)


kyla lee (Jan 18, 2024 17:29 EST)


Rosie Buenconsejo (Jan 5, 2024 12:46 EST)


J. P. Mason


LETTER OF UNDERSTANDING - VACATION CARRY OVER
BETWEEN
AMICA AT THORNHILL
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND IT'S LOCAL 5205

The Union and the Employer agree to apply the following.

1. Vacations are not cumulative from year to year and all vacations must be taken by December 31st of the vacation year when possible.
2. Upon mutual agreement between the employee and the employer a maximum of five (5) vacation days may be carried over to the following year.
3. Carried over vacation days must be used within ninety (90) days of the end of the year in which they were earned.
4. Requests for vacation carry-over must be submitted to the employer by December 1st of each year.
5. The employer shall supply the appropriate form to request vacation carry-over.

Dated at Toronto, Ontario this _____ day of _____, 2023.

FOR THE EMPLOYER




Lynda Washkau (Jan 5, 2024 15:23 EST)




Lorraine Small (Jan 5, 2024 14:27 EST)


FOR THE UNION



Clint Christian Lucero (Jan 16, 2024 10:44 GMT+8)



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