

**SCARBOROUGH – PSWs and NON-RPNs**

**COLLECTIVE AGREEMENT**

Between

HELLENIC HOME FOR THE AGED INC.

and

***CUPE***

THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 4830

Expiry August 2, 2023

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## **PREAMBLE**

**WHEREAS** it is the desire of both parties to this Agreement:

1. To maintain and improve the harmonious relationship between the Employer, its employees and the Union;
2. To provide an amicable method of settling any difference or grievances which may arise with respect to matters covered by this Agreement;
3. To encourage efficiency in operation; and,
4. To co-operate to continue to provide a high level of service and quality care to the residents of the Home while supporting the morale and well being of all the employees in the bargaining unit of the Union, and all of the members of Employer management.

**AND WHEREAS** it is now desirable that terms and conditions of employment for employees covered by this Agreement be set out herein;

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

## **ARTICLE 1 – RECOGNITION CLAUSE**

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Hellenic Homes for the Aged Inc. at the Scarborough facility in the City of Toronto, save and except Registered Practical Nurses, Registered Nurses, Registered Graduate Nurses, Social Workers, Supervisors, persons above the rank of Supervisor, Superintendents, students employed during the school vacation period, and office and clerical staff.
- 1.02 No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives, which may conflict with the terms of this Collective Agreement.
- 1.03 The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other Advisor when negotiating with the Employer for the renewal of the Collective Agreement.
- 1.04 A representative of the Canadian Union of Public Employees shall be permitted reasonable access to the Employer's premises to attend grievance meetings and other meetings with the Employer provided that advance notification is given to the Employer and the Employer's permission is obtained. Such permission will not be unreasonably withheld.
- 1.05 Definition of Employee
  - a) For purposes of clarification, whenever the term "employee" or "employees" is referred to herein, such reference shall be deemed to be to an employee or

employees who fall within the description of the bargaining unit as defined in Article 1.01 of this Collective Agreement and shall not include any staff of the Employer who are excluded from the bargaining unit.

- b) A "full-time employee" shall be defined as an employee who is regularly scheduled in advance and who works and is paid for more than twenty-four (24) hours per week.
- c) A "regular part-time employee" shall be defined as an employee who is regularly scheduled in advance and who works and is paid for not more than twenty-four (24) hours per week.
- d) A "casual part-time employee" shall be an employee who is not scheduled in advance, who works out of a pool as an on-call employee, assigned and scheduled to work from time to time as the Employer's requirements dictate, with no guarantee of any minimum number of hours worked per week.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.01 Except where specifically restricted by the terms of this Agreement, it is the exclusive right and function of the Employer to manage its operations and affairs in all respects and, without limiting the generality of the foregoing, it is the exclusive function of the Employer to:

- a) maintain order, discipline, and efficiency;
- b) make, alter and enforce reasonable rules and regulations to be observed by the employees;
- c) hire, direct, transfer, lay-off, recall, promote, demote, classify and assign duties to employees;
- d) discharge or otherwise discipline employees who have completed their probationary period for just cause;
- e) plan, direct and control the work of employees and the operations of the home;
- f) determine when overtime shall be worked;
- g) determine, in the interests of the efficient operation and the highest standards of service, the nature of the work to be performed, including job content and job requirements, the hours of work, work assignments, methods of doing the work, the working establishment for any service and the standards of performance for all employees
- h) determine and establish standards and procedures for the care, welfare and safety and comfort of the residents of the home;
- i) determine the number of personnel required, the services to be performed and the methods, procedures and equipment to be used in connection therewith;
- j) generally to manage and operate the home in accordance with its obligations.

2.02 The Employer agrees that these functions shall be exercised in a manner consistent with the terms of this Agreement.

2.03 The Employer may continue to use volunteers in a manner consistent with their use to date.

Private care providers paid for by residents, their families or friends shall not be regarded as engaged in the performance of bargaining unit work.

The Employer may continue to use students who are in full-time attendance at an educational institution or who intend to return to full-time attendance the following semester. Students shall not replace existing staff and their work shall be supplementary to that of bargaining unit employees.

### **ARTICLE 3 – NO DISCRIMINATION**

3.01 The Employer and the Union agree that there shall be no harassment, personal, sexual or otherwise, and no discrimination contrary to the terms and provisions of the Ontario *Human Rights Code*. Both the Employer and the Union agree that they will continue to comply with all applicable terms and provisions of the Ontario *Human Rights Code*.

The Employer and the Union agree that harassment as referenced in this Article 3 is defined as any behaviour that denies or undermines the dignity or self esteem of an individual, or creates a hostile, offensive or intimidating environment.

3.02 The Employer and the Union agree that there shall be no intimidation, coercion, or discrimination on the basis of membership or non membership in the Union.

### **ARTICLE 4 – CORRESPONDENCE**

4.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Administrator or his/her designate and the Secretary of the Union or his/her designate.

### **ARTICLE 5 – UNION REPRESENTATION**

5.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union.

In order that this may be carried out, the Union will supply the Employer with names of its officers and Stewards. The Union shall notify the Employer, in writing, of the name of each Steward and Union officer before the Employer shall be required to recognize her/him.

- 5.02 The Employer acknowledges the right of the Union to appoint or elect up to four (4) Stewards from employees.

The Employer acknowledges the right of the Stewards and Union officers to leave their work during working hours without loss of pay to carry out necessary duties under this Agreement relating to their own Home, including but not limited to supporting any employee employed in their own Home whom they represent in processing and presenting his/her grievance in accordance with the grievance procedure as set out in this Agreement, and in any meetings with the Employer involving such an employee as provided for in this Agreement.

Permission to leave work during working hours for such purposes shall first be obtained from the Steward's or the Union officer's immediate supervisor and such permission shall not be unreasonably withheld.

It is further agreed that all other Union business not involving the processing or presenting of grievances, meetings with the Employer or other matters necessary to be dealt with during working hours, will be conducted on the employee's and the Steward's or Union officer's own time outside of their working hours, except as may otherwise be agreed to by the Employer. Without limiting the generality of the foregoing, it is agreed that the investigation of matters related to a grievance will be conducted outside of working hours.

- 5.03 There shall be no Union meetings, nor, shall there be any conducting of Union business, on Employer premises at any time without the express written permission of the Administrator of the Employer. Such permission shall not be unreasonably denied.

- 5.04 The Employer acknowledges the right of the Union to appoint or elect up to three (3) employees from the bargaining unit to be Bargaining Committee members. The Union will advise the Employer, in writing, of the Union Nominees to the Bargaining Committee.

Provided permission is first obtained from the immediate supervisor, up to three (3) Bargaining Committee members shall be entitled to a leave of absence without loss of regular pay to participate in negotiation meetings with the Employer, up to conciliation, provided that the dates in question fall on a regular scheduled work day/shift. Such permission shall not be unreasonably withheld.

## **ARTICLE 6 – UNION/MANAGEMENT RELATION (Labour Management)**

### **6.01 Union/Management Committee**

- a) A Union/Management Committee shall be established consisting of two (2) employees appointed or elected by the Union, and two (2) representatives from the Employer's Management Team. A National representative of the Union may

attend such meetings at the invitation of either the Union members of the Committee or the Employer members of the Committee.

- b) The Committee shall exchange information and ideas concerning issues related to Union/Management relations and concerns with respect to the workplace. Without limiting the generality of the foregoing, it may consider how service to residents can be improved and extended, how relations between the Employer and its employees can be improved, how safety and sanitary practices can best be promoted, how conditions causing grievances and misunderstandings might be corrected, and may review suggestions from employees regarding matters of concern in the workplace. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and its conclusions.
- c) Meetings of the Committee will take place every two months at a mutually agreeable time and place, or more often as may be mutually agreed by the Union appointed members and the Employer appointed members of the Committee. As a general rule, meetings will take place in the workplace. Notice of the meeting and an agenda for the meeting will be provided at least five (5) days in advance of the meeting. Employee members of the Committee shall not suffer any loss of regular pay for time spent in Union/Management Committee meetings.
- d) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- e) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons within seven (7) days after the close of the meeting. The Union and the Employer shall each receive two (2) signed copies of the Minutes following their preparation.
- f) The Union/Management Committee shall not have any jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. Further, the Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in the Committee's discussions. The Committee shall only have the power to make recommendations to the Union and to the Employer with respect to its discussions and conclusions.

**6.02** The parties agree that workload is an appropriate subject for Labour Management Discussions.

## **ARTICLE 7 – UNION SECURITY**

7.01 All employees of the Employer, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. All new employees shall, as a condition of continued

employment, become and remain members in good standing of the Union on completion of thirty (30) days of employment.

- 7.02 The Employer shall deduct from every employee who is a member of the Union, any monthly dues, initiation fees, or assessments levied in accordance with the Union's Constitution and By-Laws.
- 7.03 Deductions shall be made from each pay and shall be forwarded to the National Secretary-Treasurer of the Union not later than the twenty-fifth (25<sup>th</sup>) day of the month following the month of deduction, accompanied by a list of the names of all employees from whose wages deductions have been made. This list will also include the names of employees terminated during that month. A copy of this list shall also be forwarded to the Secretary of the Local Union.
- 7.04 The Employer agrees that it will indicate the amount of union dues deducted on each employee's T4 slip.
- 7.05 The Union will indemnify and save the Employer harmless against any and all claims, suits, judgements, attachments and from any form of liability that may arise out of any action taken or not taken by the Employer for the purposes of complying with any of the provisions of this Article.
- 7.06 a) The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first week of employment, for the purposes of advising such employee of the existence of the Union and of her/his rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview, and shall not exceed fifteen (15) minutes duration.

## **ARTICLE 8 – GRIEVANCE PROCEDURE**

- 8.01 A grievance is any dispute relating to the interpretation, application, administration or alleged violation of the Collective Agreement, including any question regarding the arbitrability of an issue. The grievance shall be submitted in writing, and shall contain the particulars of the grievance, the sections of the collective agreement allegedly violated, and the redress sought.
- 8.02 All grievances shall be processed in the following manner:  
Step No. 1:  
Any employee having a grievance shall first meet with one of her/his immediate

supervisor(s) or designate(s) within ten (10) days after the circumstances giving rise to the grievance have originated or occurred to discuss the grievance verbally and informally and to attempt to resolve it without the necessity of further processing in accordance with the following steps.

Step No. 2:

If the grievance is not settled at Step 1, the Union shall reduce the grievance to writing in accordance with Article 8.01 hereof and shall submit the written grievance to the Department Head or designate within ten (10) days of the meeting with the supervisor at Step No. 1. A further meeting will then be held to review the grievance between the Department Head or her/his designated representative and the employee within ten (10) days of the date on which the written grievance is received at this Step 2. It is understood that at such a meeting, the Department Head or her/his designated representative may have the assistance of the Director of Human Resources or such other counsel and assistance as they may desire. The employee may have the support of her/his Steward. The National Representative of the Union may also be present at the request of either the Union or the Employer. The decision of the Department Head or her/his designated representative shall be given in writing to the Union within ten (10) days following the meeting.

Step No. 3:

If the grievance is not settled at Step 2, the Union shall submit the written grievance to the Administrator or designate, within ten (10) days of the written response of the Department Head or his/her designated representative at Step No. 2. A further meeting will then be held to review the grievance between the Administrator or his/her designated representative and the employee within ten (10) days of the date on which the written grievance is received at this Step 3. It is understood that at such a meeting, the Administrator or his/her designated representative may have the assistance of the Director of Human Resources or such counsel and assistance as they may desire. The employee may have the support of her/his Steward. The National Representative of the Union may also be present at the request of either the Union or the Employer. The decision of the Administrator or her/his designated representative shall be given in writing to the Union within ten (10) days following the meeting.

8.03 Union Policy Grievance

The Union may institute a policy grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Employer, in writing, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance in accordance with the requirements of Article 8.01 to the Administrator or designate, providing it is presented within ten (10) days, not including weekends and holidays, days after the circumstances giving rise to the grievance have originated or occurred. The Administrator or her/his designate shall give her/his decision in writing within five (5) days after the step 2 meeting and failing settlement, the grievance may be further processed by the Union in accordance with the terms of Article 8 and 9 hereof. A policy grievance may not deal with discipline, qualifications of employees for the

purpose of job posting, layoff and recall or overtime equalization.

**8.04 Employer Grievances**

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement by the Union or any employee covered by this Agreement, in writing, in accordance with the requirements of Article 8.01, at Step No. 2 of the grievance procedure, by forwarding a written statement of said grievance to the Local President, providing it is presented within five (5) days after the circumstances giving rise to the grievance have originated or occurred. The Local President or her/his designate shall give her/his decision in writing within five (5) days after receiving the written grievance and failing settlement, the grievance may be further processed by the Employer in accordance with the terms of Article 8 and 9 hereof.

**8.05 Group Grievances**

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group grievance identifying each employee who is grieving, in writing, in accordance with the requirements of Article 8.01, to the Department Head or her/his designate within five (5) days after the circumstances giving rise to the grievance have originated or occurred. The grievance shall be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

**8.06** Any grievance related to suspensions or discharges shall be taken up at Step No. 3 of the grievance procedure. Any grievance related to any other form of disciplinary action, including verbal and written warnings, shall be taken up at Step No. 2 of the grievance procedure.

**8.07** In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and defined holidays.

**8.08** Any of the time limits above may be extended by mutual agreement of the parties in writing.

**8.09** All time limits in Article 8 and Article 9 hereof shall be deemed to be mandatory unless mutually agreed upon by the parties in writing. If, at any step in the grievance or arbitration procedures, the grievance has not been initiated or processed by the grieving party in accordance with the time limits prescribed, the grievance shall be deemed to be settled, withdrawn, and/or abandoned.

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

## **ARTICLE 9 – ARBITRATION**

### **9.01 Referral to Arbitration**

It is agreed by the parties hereto that any grievance relating to the interpretation, application or administration of this Agreement which cannot be settled after properly exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to Arbitrate shall be forwarded to the other party within twenty-one (21) days of the issuance by the Chief Executive Officer or designate of the Step 3 grievance reply. Such Notice shall contain the name of the grieving party's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominees. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) days from the date of their appointment, either party or their nominee may 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 nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the third party chairman 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, in discharge and discipline cases, 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. The decision of the Arbitration Board shall be final and binding upon both parties, and upon the employee(s) involved.

### **9.05 Time Limits**

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

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 Sole Arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

**ARTICLE 10 – DISCIPLINE AND DISCHARGE**

10.01 If an employee who has completed her/his probationary period is discharged, suspended without pay or otherwise disciplined, the employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge, suspension, or other discipline.

10.02 The Employer agrees to advise the Union promptly that the dismissal of a probationary employee has occurred.

10.03 Any suspension or warning or other disciplinary record in an employee's disciplinary file shall not be used against him or her in respect of further discipline action at any time after eighteen (18) months following the issuance of the disciplinary record, provided there has been no further disciplinary action taken in the said eighteen (18) month period. It is recognized that discipline imposed prior to the implementation of the grievance procedure does not carry the weight of discipline imposed after the grievance procedure's implementation.

10.04 At any meeting called by the Employer to advise an employee of a suspension without pay or discharge or other disciplinary action, such employee shall have a right to have his or her Union representative present provided such Union representative is available.

**ARTICLE 11 – NO STRIKES OR LOCKOUTS**

11.01 In accordance with provincial law, including the *Hospital Labour Disputes Arbitration Act* and its Regulations, and in view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, during the currency of this Collective Agreement, the Employer agrees that it will not lock-out its employees, and the Union and employees agree that they will not strike.

**ARTICLE 12 – ACCESS TO PERSONNEL FILE**

12.01 Provided at least forty-eight (48) hours advance notice is provided, an employee shall have the right during normal business hours of the administration office, at a time mutually agreed to by the employee and the Employer, in the presence of a member of Employer management, to access and review his/her personnel file it is understood

and agreed that the time taken in respect of such access cannot disrupt or interfere with the Employer's operation. The employee may be accompanied by a Union representative. The Employee will be allowed to make copies of any document contained therein at their own expense.

### **ARTICLE 13 – SENIORITY**

13.01 Seniority for full-time employees shall be defined as length of continuous service with the Employer from the last date of hire.

Seniority for part-time employees shall be defined as total hours worked for the Employer since the last date of hire.

Notwithstanding the above, a part-time employee cannot accrue more than one year's seniority in a twelve (12) month period.

13.02 The Employer shall maintain a full-time seniority list, a regular part-time seniority list and a casual part-time seniority list for employees in the bargaining unit. Particularly, there will be lists maintained that define seniority on a bargaining unit wide basis. Up-to-date seniority lists shall be sent to the Union and posted on the main bulletin boards in January and July of each year.

- 13.03
- a) Newly hired employees shall be considered as probationary until they have completed four hundred eighty-seven point five (487.5) hours [sixty-five (65) days] worked. During the four hundred eighty-seven point five (487.5) hour [sixty-five (65) days] probationary period, the employee shall have no seniority rights and cannot apply for posted job vacancies.
  - b) The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee. The dismissal of an employee during the probationary period shall be at the discretion of the Employer provided that the Employer does not act in a manner that is arbitrary, discriminatory or in bad faith.
  - c) After completion of probation, the employee will be placed on the seniority list with seniority defined by date of hire if a full-time employee or by total hours worked since date of hire if a part-time employee.

13.04 An employee shall lose her/his seniority and be terminated if he/she:

- a) Voluntarily resigns or retires;
- b) Is discharged for just cause and not reinstated;
- c) Fails to contact the Employer within seven (7) days of notification of recall from layoff;
- d) Is laid off for more than twenty-four (24) continuous months;

- e) Is absent from work without notice to the Employer for three (3) consecutive working days or more unless the failure to notify the Employer is due to circumstances beyond the employee's control;
  - f) Overstays an authorized leave of absence, unless due to verified sickness or other cause acceptable to the Employer, and provided notice of such inability to return is provided to the Employer prior to the end of the authorized leave of absence; or,
  - g) Engages in gainful employment while on authorized leave of absence.
- 13.05 No employee shall be transferred to a position outside the bargaining unit without his or 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 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. Notwithstanding the foregoing, in the event an employee transferred out of the bargaining unit is returned to the bargaining unit within a period of six (6) calendar months, he or she shall accumulate seniority during the period of time outside the bargaining unit.
- 13.06 a) If an employee transfers from part-time status to full-time status, such employee will carry accumulated hours worked from the last date of hire with him or her for purposes of establishing seniority as a full-time employee on the basis of eighteen hundred and twenty (1820) hours worked equalling one (1) year of seniority.
- b) If an employee transfers from full-time status to part-time status, such employee will be credited with part-time seniority based on length of service as a full-time employee since the last date of hire calculated on the basis of one (1) year of service equalling eighteen hundred and twenty (1820) hours worked.

## **ARTICLE 14 – JOB POSTINGS**

- 14.01 Within two (2) weeks of the Employer declaring a permanent vacancy or a permanent new position within the bargaining unit, the Employer shall post notices of the permanent position on the Employer's bulletin board for a period of seven (7) calendar days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's bulletin board.
- 14.02 The job posting notice shall contain the following information:  
nature of the position, qualifications, shift, wage or salary rate or range.

- 14.03 In the case of transfers and promotions, the applicant with the greatest seniority who has the required, skill, ability and qualifications to meet the job requirements shall be appointed to the position.
- 14.04 Until the vacancy is filled through the job posting provisions, or otherwise, the Employer is free to fill the vacancy or new position on a temporary basis. The Employer shall endeavour to fill the job on a permanent basis as soon as reasonably possible.
- 14.05 A trial period of sixty (60) days worked shall follow each appointment of an existing employee to a permanent vacancy, during which time an employee who fails to satisfactorily meet the requirements of the job or the employee wishes may be returned to their former position without loss of seniority. Those promoted or transferred as a consequence of the initial appointment shall also be returned to their former positions and wage or salary.
- 14.06 The Employer further agrees to post temporary vacancies which are anticipated to exceed ten (10) weeks in duration. Such postings will indicate that the position posted for is limited and will indicate the estimated duration of the limited job. Upon termination of a temporary posting, 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 a successful applicant, the said employee shall retain his/her part-time status during the limited full-time period. An employee filling a temporary vacancy of ten (10) weeks or longer in duration shall not bid on any other temporary posting until the end of his/her temporary position.

Selections for temporary postings shall be made on the same basis as is stipulated in Article 14.03 hereof with respect to the selection of applicants for permanent vacancies.

- 14.07 No external applicant will be considered until such time as the Employer has determined that there is no internal applicant who is qualified for the position.

14.08 New Classification:

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

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

When the Employer makes a substantial change in the job content of an existing

classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

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

Any decision by a Board of Arbitration or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

14.09 The Union Secretary shall be notified of all appointments made pursuant to this Article 14 and notices of such appointments shall also be posted on the bulletin board. The Union Secretary will also be notified of all hirings, layoffs, recalls and terminations of bargaining unit employees.

14.10 Postings while on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise his/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 his/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.

**ARTICLE 15 – LAYOFF**

15.01 Both parties recognize that job security shall increase in proportion to length of service:

In the event of a proposed layoff of a permanent or long-term nature, the Employer shall:

- (a) provide the Union with no less than 60 days' notice of the proposed layoff;
- (b) provide affected employees with notice in accordance with the Employment Standards Act.

The Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:

- (i) if their service is greater than 9 years – 9 weeks notice
- (ii) if their service is greater than 10 years – 10 weeks notice
- (iii) if their service is greater than 11 years – 11 weeks notice
- (iv) if their service is greater than 12 years – 12 weeks notice

#### 15.02 Layoff Procedure

- (a) In the event of a layoff, employees shall be laid off in reverse order of seniority within their classification, provided that there remains sufficient employees who are able to perform the work available.
- (b) An employee who receives a notice of layoff shall have the right to:
  - (i) accept the layoff;
  - (ii) displace an employee who has
    - less seniority in a lower or identical paying classification; and
    - scheduled hours which are the same as or less than the employee subject to layoff;

provided that the employee subject to layoff is qualified to perform the duties of the employee being displaced without training other than orientation:

- (c) For purposes of this provision, part-time employees shall not have the right to displace full-time employees.
- (d) An employee who chooses to exercise the right to displace another employee shall be paid the rate of the job into which the employee bumps or is bumped and shall assume the schedule for such job.

15.03 An employee who chooses to exercise the right to displace another employee with less seniority as set out above, shall advise the Employer of his or her intention to do so within seven (7) days after receiving notice of layoff.

15.04 Employees shall be recalled in order of seniority provided that the recalled employee has the skill, ability and qualifications to perform the work available and provided that the vacancy is first posted under the job posting procedure and has not been filled. In determining the employee's capability to perform the work, the Employer shall not act in an arbitrary manner.

15.05 The Employer shall notify an employee of a recall opportunity by registered mail sent to the last address on record with the Employer (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee is to report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

- 15.06 An employee recalled to work in a different classification from the classification from which he or she was laid off shall have the opportunity to return to the position held prior to layoff should it become vacant within six (6) months of being recalled.
- 15.07 No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so or have been determined by the Employer not to possess the skill, ability and qualifications to perform the work available.
- 15.08 No full-time employee within the bargaining unit shall be laid off by reason of his or her duties being assigned to two or more part-time employees.
- 15.09 Grievances concerning layoff and recall shall be initiated at Step 2 of the grievance procedure.
- 15.10 In the event of a layoff of an employee, the Employer shall pay its share of insured benefit premiums for coverage for which the employee is eligible up to the end of the month in which the layoff occurs. Such eligible employee may continue coverage for life insurance, major medical and dental benefits for up to three (3) months following the end of the month in which the layoff occurs, providing the employee pays the full premium costs of such benefits in advance of each month's coverage.

## **ARTICLE 16 – HOURS OF WORK**

- 16.01 The following provisions in this Article 16 are intended to define the normal hours of work for employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.
- 16.02 The normal daily hours of work for regular full-time employees shall be seven and one-half (7½) hours per day exclusive of a thirty (30) minute unpaid meal period.
- 16.03 The normal hours of work for a regular full-time employee shall average seventy-five (75) hours over a two week pay period, exclusive of the daily thirty (30) minute unpaid meal break.
- 16.04 The Employer will endeavour to give full-time employees every second weekend off and will give full-time employees at least two (2) weekends off in five (5).
- 16.05 The parties agree that it is necessary to provide the Home with twenty-four (24) hours continuous service during the seven (7) days in each week and that hours of work, shifts and schedules need to be arranged to provide that coverage. Where shifts and schedules are altered on a major and permanent basis, for such matters as starting and stopping times, etc., these changes shall be discussed in advance with the Union and the employees affected.

- 16.06 Shift schedules for regular full-time employees and for regular part-time employees covering a four (4) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Department Head two (2) weeks in advance of the posting. Once posted, the four (4) week shift schedule may not be changed unless mutually agreed upon by the parties.
- 16.07 When a regular full-time or regular part-time employee shift is to be changed, a minimum two (2) week's notice shall be provided between the end of the "old" shift and the commencement of the "new" shift. If the employee's "new" shift commences during the notice period, he/she shall be paid overtime at time and one-half (1½) for all hours actually worked within the notice period.
- 16.08 The work week shall commence at 7:00 a.m. Saturday morning and end at 6:59 a.m. the following Saturday.
- 16.09 All employees who are scheduled to seven and one-half (7½) hour shifts shall be permitted a fifteen (15) minute paid rest period in the first half and a fifteen (15) minute paid rest period in the second half of each such seven and one-half (7½) hour scheduled shift.
- 16.10 Shifts of less than seven and one-half (7½) hours will be scheduled as necessary to meet operational needs. Any employee who works a short shift of four (4) hours or more will be provided with a fifteen (15) minute paid rest period during the course of such short shift.
- 16.11 Any employee who reports for work as scheduled and without notification to the contrary and for whom no work is available, will be paid four (4) hours pay at his/her regular rate of pay.
- Any employee who is called in for work and reports for work and for whom no work is available will be paid three (3) hours pay at his/her regular rate of pay.
- 16.12 Availability for all part-time employees will be provided to the Employer, in writing, four weeks in advance of the posting of the next schedule. If the availability is not provided, the Employer is not obligated to provide shifts during the following month.
- 16.13 Shift Exchanges
- Within forty-eight (48) hours notice, employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange.

16.14 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 actually work at their regular straight time hourly rate of pay for all such hours worked.

16.15 There shall be no split shifts.

**ARTICLE 17 – OVERTIME**

17.01 a) Overtime shall be calculated on the basis of time worked in excess of seventy-five (75) hours bi-weekly (provided an appropriate averaging agreement is signed by both parties and approved by the Ministry of Labour) and shall be compensated for at the rate of time and one-half (1½) the employees basic rate of pay. In order to qualify for overtime, pay, all overtime work must be approved by the employees' supervisor.

b) Overtime premiums will not be duplicated nor pyramided, nor shall other premiums be duplicated or pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which a premium is paid.

17.02 Employees who are available and qualified to perform the overtime work shall not be required to layoff during regularly scheduled hours to equalize any overtime worked.

17.03 It is understood and agreed that overtime will only be offered when qualified employees are not available to work the extra time required at straight time rates.

17.04 Overtime will be offered to qualified employees in order of seniority, save and except that overtime required to be worked at the end of a shift shall first be offered to the employee who is already engaged in that work, regardless of seniority. Where that employee is unavailable to complete the overtime work, it shall be offered to qualified employees who are available in order of seniority. Where insufficient qualified employee(s) accept the offer of overtime, the Employer reserves the right to require the junior qualified employee(s) to work the overtime assignment.

17.05 Time Off in Lieu of Overtime

Instead of cash payment for overtime, an employee may choose to receive time off at the appropriate overtime rate at a time mutually agreed to by the employee and the Employer, such time to be scheduled within ninety (90) days, otherwise payment will be made.

17.06 Minimum Call Back Time

When an employee is called back to work after completing his or her shift and after leaving the Nursing Home property, such employee shall be paid at time and one-half

(1½) his/her regular rate of pay for actual hours worked with a minimum of three (3) hours of such pay.

17.07 Overtime Meal Voucher

An employee who is required to work more than two (2) hours of overtime at the end of his/her shift shall be provided with a meal voucher by the Employer for a meal from the Home's kitchen.

17.08 Surge Learning

When the employer requires training outside of working hours, it will compensate employees.

**ARTICLE 18 – PAID HOLIDAYS**

18.01 (a) The Employer recognizes the following as paid holidays for all bargaining unit employees:

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

(b) Full-time employees shall also receive additional float holidays in accordance with current practice.

(c) Every full-time employee shall have Christmas or New Year's Day off on an alternating basis.

18.02 Holiday Qualifications

In order to be entitled to receive payment for these holidays, the employee must work all of his/her last regularly scheduled day of work before the paid holiday and all of his/her first regularly scheduled day of work after the paid holiday, unless absent with reasonable cause.

18.03 The amount of paid holiday pay to be provided to an employee who is eligible in accordance with the terms and conditions of this Agreement shall equal the total amount of regular wages earned and vacation pay payable to the employees in the four (4) weeks before the work week in which the paid holiday occurs, divided by twenty (20).

**18.04 Payment for Holidays Worked**

Any employees required to work on any of the above-named paid holidays shall receive pay at the rate of time and one-half (1½) the employees' regular hourly rate for every hour worked on such day, in addition to holiday pay as defined above provided that the employee is eligible therefore. Alternatively, the employee shall be granted a substitute day off (lieu day) at a mutually agreeable time, to be taken with sixty (60) days after the holiday except at Christmas and New Years. Payment of such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at straight time hourly rates.

**18.05 Paid Holiday Not Ordinarily a Working Day**

When any of the above-noted holidays to which an employee is entitled fall on the employee's scheduled day off, the employee shall receive another day off with pay calculated in accordance with the provisions of Article 18.03 at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

**ARTICLE 19 – NO PYRAMIDING**

19.01 Premiums shall not be paid more than once for any hour worked, and there shall be no duplication or pyramiding of overtime pay or other premium pay benefits.

**ARTICLE 20 – VACATIONS**

20.01 The vacation year shall be defined as the period extending from January 1<sup>st</sup> to December 31<sup>st</sup>.

20.02 Employees shall receive annual vacation with pay in accordance with credited service as of January 1<sup>st</sup> in any year in accordance with the following:

(a) Full-time Employees shall be entitled to receive the following:

<b>Years of Service (as at January 1<sup>st</sup>)</b>	<b>Length of Vacation Service</b>
Less than one (1) year	one day for each month of service to a maximum of ten days
After one (1) year of service	Ten (10) days
After three (3) years of service	Fifteen (15) days
After eight (8) years of service	Twenty (20) days
After seventeen (17) years of service	Twenty-five (25) days
After twenty-three (23) years of service	Thirty (30) days
Twenty-eight (28) or more years of service	Thirty-five (35) days

(b) Part-time Employees shall be entitled to receive the following:

1,820 hours of paid work = 1 year of service

<b>Years of Service (as at January 1<sup>st</sup>)</b>	
Less than one (1) year of service	Four percent (4%) of earnings
After one (1) year of service	Four percent (4%) of earnings
After three (3) years of service	Six percent (6%) of earnings
After eight (8) years of service	Eight percent (8%) of earnings
After seventeen (17) years of service	Ten percent (10%) of earnings
After twenty-three (23) years of service	Twelve percent (12%)
48,750 or more hours worked	Fourteen percent (14%)

20.03 Holidays During Vacation

When a paid holiday falls or is observed during an employee's vacation period, the employee may elect to be paid for the holiday at his/her regular rate for the hours of his/her regular work day, or receive an additional day of vacation at a time mutually agreeable to the employee and the Employer.

20.04 Vacation Pay on Termination

An employee terminating his/her employment at any time in the vacation year will be entitled to payment of any proportionate payment of vacation pay that has accrued but not yet been paid at the time of termination.

20.05 Vacation Scheduling

Deadlines for submitting vacation requests shall be as follows:

- a) For vacations falling in June, July and August, vacation requests must be made no later than March 15<sup>th</sup>. The vacation schedules for this period shall then be posted by the Employer no later than **April 15<sup>th</sup>**.
- b) The Employer will determine the number of employees and classifications permitted to be on vacation at one time based on operational requirements. Where a conflict arises between employees as to requested vacation periods, seniority shall govern.
- c) For all other vacation times, vacation requests must be submitted at least two (2) months in advance of the time wished to be taken off as vacation.
- d) Vacation schedules shall not be changed after they have been scheduled and posted unless mutually agreed to by the employee and the Employer.
- e) Subject to (f) below employees who do not submit a vacation request by September 15<sup>th</sup> in any vacation year shall have their vacation entitlement scheduled for them by the Employer.

- f) Employees may request to have up to one (1) week vacation carried over from the current vacation year for use by March 31<sup>st</sup> in the following year. Such permission will not be unreasonably denied.
- g) All requests for vacation shall be responded to in writing within four (4) weeks of the request being made.

20.06 An employee shall be entitled to his or her vacation in an unbroken period of up to three weeks unless otherwise mutually agreed between the employee and the Employer.

20.07 Illness During Vacation

When an employee's scheduled vacation is interrupted by a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee furnishes satisfactory documentation of the illness and hospitalization to the Employer. The portion of the employee's vacation which is deemed to be sick leave under the terms and conditions of this provision will not be counted against the employee's vacation entitlement.

Sick days will only be paid for shifts assigned on the master schedule and only if sick days have been earned prior to the illness.

## **ARTICLE 21 – SICK LEAVE**

21.01 Sick Leave Defined

Sick leave means the period of time a full-time employee who has completed his/her probationary period is permitted to be absent from work with full pay up to the maximum of his/her approved sick leave credits by virtue of being unable to work because of sickness or accident for which compensation is not payable under the *Workplace Safety and Insurance Act*. Sick pay may only be claimed in cases of legitimate illness.

21.02 Full-time employees shall accrue sick leave credits at the rate of one (1) day for each month of service to a maximum of twelve (12) days per year. Unused sick leave credits may be carried over to a maximum of twelve (12) days

21.03 Proof of Illness

An employee may be required to produce a certificate from a duly qualified medical practitioner for any absence of three consecutive working days or more or in any case where the Employer suspects sick leave abuse.

21.04 Sick Leave Record

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

21.05 Injury Pay Provisions

An employee who is injured during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of the shift at his/her regular rate of pay and without deduction for sick leave unless a doctor or registered nurse states that the employee is fit for further work on that shift.

21.06 Notification to Employer

An employee who is unable to report for duty on his or her scheduled shift shall notify the Employer by telephone a minimum of four (4) hours in advance of the commencement of the scheduled shift. Where an employee cannot provide the requisite notice due to circumstances beyond his or her control, the notice period may be waived. Employees are required to contact their supervisor on a regular basis to report on their progress and the estimated date of their return to work.

21.07 There shall be no payout of unused sick leave credits upon termination of employment.

## **ARTICLE 22 – HEALTH AND WELFARE BENEFITS**

22.01 Master Policy

Once annually and upon request, the Union shall be provided with a current copy of the Master Policy of all insured benefits as such Policy applies to bargaining unit employees.

22.02 Change of Carriers

It is understood and agreed that the Employer may at any time substitute another carrier for any insurance or other benefit plan provided the benefits remain the same. Upon making such a substitution, the Employer shall notify the Union. 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.

22.03 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for a Group Life Insurance and Accidental Death and Dismemberment plan to provide coverage to permanent full-time employees who have completed their probationary period.

- i. One (1) times annual earnings to a maximum of \$500,000.00
- two (2) times annual earnings to a maximum of \$500,000.00

- ii. Upon reaching the age of sixty-five (65), Life Insurance reduces by fifty percent (50%)
- iii. Upon reaching the age of seventy (70) or earlier retirement, Life Insurance Benefits end.

#### 22.04 Extended Health Care Benefits and Dental Benefits

- i. The Employer agrees to pay eighty percent (80) of the billed premiums for single and dependent coverage for Extended Health Care Benefit and Dental Benefit plans for permanent full-time employees who have completed probation.

Whenever they are used in the Collective Agreement, the terms seniority and service shall be deemed to refer to length of employment subject to the following conditions:

1. It is understood that during an approved absence not paid for by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue. It is further understood that the provisions of this article shall be applied in a manner consistent with the Ontario Human Rights Code, as amended.
2. During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for the purposes of salary increment, vacation, sick leave, or any other benefits under any provision of the Collective Agreement or elsewhere shall be suspended; the benefits concerned appropriately reduced on a pro-rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for the full payment of subsidized employee benefits in which he/she is participating for the period of the absence.
3. It is further understood that during such leave of absence not paid by the Employer, credit for seniority for the purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of thirty-six (36) months if an employee's absence is due to a disability resulting in WSIB benefits.
4. Benefits – WSIB or Paid Leave: The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or receiving WSIB benefits if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to thirty-six (36) months following the date of the injury.

5. For the purposes of this provision, it is understood and agreed that absence on EI sick benefits and top-up, shall be considered a leave with pay.
    - i. Extended Health Care Benefit coverage provided by RWAM insurance carrier Employee Benefits booklet Hellenic Home for the Aged Inc. Group 18284-2-A (Toronto Hourly) and Group 18284-4-A (Scarborough Hourly) and shall provide at minimum the same level of benefits previously provided for and as defined in the Class "B" (The Benefits Trust Contract #287 – Full-time Hourly Employees) and Class "D" (The Benefits Trust Contract #287 – Full-time Employees Age 70 and Over) contracts.
    - ii. Dental Benefit coverage provided by RWAM insurance carrier Employee Benefits booklet Hellenic Home for the Aged Inc. Group 18284-2-A (Toronto Hourly) and Group 18284-4-A (Scarborough Hourly) and shall provide at minimum the same level of benefits previously provided for and as defined in the Class "B" (The Benefits Trust Contract #287 – Full-time Hourly Employees) and Class "D" (The Benefits Trust Contract #287 – Full-time Employees Age 70 and Over) contracts.
- 22.05 Part-time employees shall receive four percent (4%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix "A" hereto attached in lieu of all forms of health and welfare and fringe benefits.
- 22.06 Vision Care  
Vision Care coverage to a maximum of two hundred and seventy-five dollars (\$275) per every twenty-four (24) month period.

## **ARTICLE 23 – BEREAVEMENT LEAVE**

- 23.01
- a) Upon the death of an employee's spouse (including same sex and/or common-law), parent, step-parent or child/step-child, an employee shall be granted leave up to a maximum of five (5) days without loss of pay between the date of death and the date of the funeral.
  - b) Upon the death of an employee's mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, son-in-law, or daughter-in-law, the employee shall be granted leave up to a maximum of three (3) days without loss of pay between the date of death and the date of the funeral.
  - c) Upon the death of an employee's aunt/uncle or niece/nephew, an employee shall be granted one (1) day bereavement leave without loss of pay.
  - d) When it is necessary because of distance, an employee may, at the

Employer's discretion, be granted additional unpaid leave to enable such employee to attend the funeral of a family member as above defined.

- e) The Employer reserves the right to request satisfactory proof of death. The Employer will not be unreasonable in their request.

## **ARTICLE 24 – LEAVES OF ABSENCE**

### **24.01 Pregnancy and Parental Leave**

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

- (a) (i) An employee who is pregnant shall be entitled, upon application, to pregnancy leave and parental leave immediately thereafter. Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin no earlier than seventeen (17) weeks before the expected birth date.
- The employee shall give the Employer four (4) weeks' notice, in writing, of the day upon which she intends to commence his/her leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.
- (ii) The employee must have started employment with his/her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least four (4) weeks' notice of his/her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks' notice of his/her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume his/her work.

Additional leave of absence may be taken under 24.01 (i) Parental Leave.

- (b) An employee who is on pregnancy leave as provided under this Agreement and has applied for and is in receipt of Employment Insurance pregnancy/parental benefits pursuant to sections 18 and 20 of the Employment Insurance Act, 1971, shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly rate of Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the **one (1)** week Employment Insurance waiting period and receipt by the

Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours.

The employee does not have any vested right except to receive payment for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- (c) An employee who does not apply for leave of absence under 24.01 (a) i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 24.01 a) i) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in their opinion, delivery will occur or the actual date of their delivery.
- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to their under this article shall so advise the Employer. If an employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job and former shift if their shift was designated.  

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (e) When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to their employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of 24.01 d).
- (f) Such absence is not an illness under the interpretation of this agreement, and sick leave benefits cannot be used.

- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

#### Parental Leave

- (i) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (ii) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or his own.
- (iii) Parental leave must begin within **seventy-eight (78)** weeks of the birth of the child or within **seventy-eight (78)** weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to **sixty-one (61)** weeks in duration if the employee also took pregnancy leave and **sixty-three (63)** weeks in duration if she did not.
- (iv) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.  
  
Parental leave ends **sixty-one (61)** weeks or **sixty-three (63)** weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.
- (v) For the purposes of Parental Leave the provisions under 24.01 a), d), e), f), g) and h) shall also apply.

The employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

Credits for service and seniority shall accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave on the

basis of what the employee's normal regular hours of work would have been.

**24.02 General Leave**

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons. The decision to grant this leave is solely within the Employer's discretion. Leaves of absence requests must be made to the Employer, in writing, in advance and must state the date the leave will commence and the date the leave will end. Employees on approved leaves of absence cannot engage in any gainful employment while on leave without the expressed written permission of the Employer. Such leave request will not be unreasonably denied.

**24.03 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 who is subpoenaed as a witness in any Court. The Employer shall pay such an employee the difference between their 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 their employment, shall be considered as time worked and shall be paid at the appropriate rate of pay.

**24.04 Self Isolation**

**If an employee is required to self-isolate as a result of the Employer policy or at the direction of the Employer, and if the employee is not entitled to WSIB benefits for the period of such self-isolation, the employee will be entitled to use sick-leave, vacation, or lieu entitlements for any hour of work lost during such period.**

**ARTICLE 25 – UNION LEAVES OF ABSENCE**

25.01 The Employer may grant, on request of the Union, leaves of absence to employees, without pay, to attend Union conventions, functions or seminars, provided such leave does not unduly interfere with the Employer's undertaking or does not interfere with the due and efficient operation of the Employer's Home.

The Union agrees that it will provide at least two weeks advance notice, in writing, of any leave requested pursuant to this Article, except in cases of emergencies, where as much advance notice, in writing, as possible will be provided.

25.02 Representatives of the Union shall not suffer any loss of pay when

required to leave their employment temporarily in connection with the grievance procedure or for negotiations with the Employer up to the point that either party applies for conciliation services.

- 25.03 An employee who is elected or selected for a full-time position with the Union may be granted a leave of absence without pay and without loss of seniority for a period of up to one (1) year, provided such leave does not unduly interfere with the Employer's undertaking.

**The employee shall receive pay for their regularly scheduled work hours and all other benefits to which they are entitled. The employer shall invoice the Union for re-imbusement.**

## **ARTICLE 26 – HEALTH AND SAFETY**

- 26.01 The parties agree to abide by the *Occupational Health and Safety Act* and its Regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.
- 26.02 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 26.03 A Joint Management and Employees Health and Safety Committee shall be constituted with equal representation by employees at the Home represented by the Union and by employees at the Home who are not represented by the Union. There shall be a minimum of two (2) employee members and two (2) management members and a maximum of four (4) Union members and four (4) management members, the actual numbers to be determined by the Committee. The Committee shall identify potential dangers, and recommend means of improving the Health and Safety Programs. The Committee shall normally meet at least once every two (2) months. Scheduled time spent at such meetings is to be considered to be time worked. Minutes shall be taken at all meetings.
- 26.04 Two (2) representatives of the Joint Management and Employees Health and Safety Committee, one (1) from management and one (1) from the employees, on a rotating basis, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. Further, in the event of a death or critical injury as defined in the *Occupational Health and Safety Act* and its Regulations of an employee in the workplace, an employee member of the Joint Health and Safety Committee appointed by the employee members of the said Committee shall be entitled to inspect the place where the accident occurred and to report on his or her findings to the Committee. The Health and Safety Committee will be notified of the inspection of a government Health and Safety Inspector and one (1) employee member and one (1) management member shall have the right to accompany him on the inspection. Scheduled time spent in

such inspections shall be considered as time worked at regular or premium rates that may apply.

26.05 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 work day cases, the number of lost work days, the number of non-fatal cases that required medical aid without lost work days, and the incidents of occupational injuries. However, it is understood and agreed that any name or other information that might identify any individual in such data and information will be removed before the data and information is provided to the Joint Health and Safety Committee and its representatives.

26.06 First Aid

The Employer will provide an appropriate first aid kit at the designated first aid station and it will be inspected monthly.

## **ARTICLE 27 – WAGE RATES**

27.01 The various job classifications and the applicable hourly rates therefore are set forth in Schedule "A" hereto.

**Effective August 11, 2023, a shift premium of twenty-five (25) cents per hour shall be paid for all hours worked between 3:00 P.M. and 7:00 A.M.**

A weekend premium of twenty (20) cents per hour shall be paid for all hour worked between 11:00 P.M. Friday and 11:00 P.M. Sunday.

A weekend premium of thirty (30) cents per hour shall be paid for all hour worked between 11:00 P.M. Friday and 11:00 P.M. Sunday.

27.02 The Employer shall pay the wages due to employees' bi-weekly on Friday by direct deposit. On each payday, each employee shall be provided with an itemized statement of wages, hours and deductions.

If an employee is underpaid, the following applies:

- a) If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.
- b) Errors for lesser amounts will normally be corrected on the next pay.

27.03 The Employer agrees that employees who perform substantially the same kind of work under similar working conditions will not be paid differently because of gender.

27.04 Pay During Temporary Transfer

When a bargaining unit employee temporarily relieves in or performs the principal duties of a higher paying position within the bargaining unit for a period greater than one-half (1/2) a regular shift, such employee shall receive the rate for the higher paying position. When an employee is temporarily assigned by the Employer to a lower paying position, then such employee's own rate shall not be reduced.

27.05 Payment For In-Service

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

27.06 Equal Pay for Equal Work

The principle of equal pay for equal work regardless of gender as provided for in the *Employment Standards Act, 2000* shall apply.

## **ARTICLE 28 – GENERAL**

28.01 The Employer will provide a bulletin board accessible to all employees. The Union may post notices on this bulletin board provided that the notices are first approved by the Employer. Such approval will not be unreasonably withheld.

28.02 Employees shall be required to comply with the dress code policy.

28.03 Employees shall be required to keep the Employer updated as to contact information, changes in address, phone, dependants etc.

## **ARTICLE 29 – PENSION**

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

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

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

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

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

- 29.02 Each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to one percent (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 one percent (2%) of applicable wages to the Plan.

**Effective August 11, 2023, each eligible employee covered by this Collective Agreement shall contribute for each pay period an amount equal to three-point five percent (3.5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to three-point five percent (3.5%) of applicable wages to the Plan.**

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

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

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

- 29.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing 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 in the Plan, but is required to contribute only that amount as required by the collective agreement in force between the parties.

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

- 29.05 The Employer agrees to provide the Plan Administrator on a timely basis with all information required pursuant to the Pension Benefits Act, R.S.O. 1990, Ch. P-8, as

amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee by Article 29.05 of the agreement are:

- i) to be provided once only at Plan commencement:
  - Date of hire
  - Date of birth
  - Date of first contribution
  - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  
- ii) to be provided with each remittance:
  - Name
  - Social Insurance Number
  - Monthly remittance
  - Pensionable earnings
  - YTD pension contributions
  - Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) to be provided once, and if status changes:
  - Full address as provided to the Employer by the employee
  - Termination date when applicable (MMDDYY)
  
- iv) to be provided once if they are readily available:
  - Gender
  - Marital Status

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

29.06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

### **ARTICLE 30 – INTERPRETATION**

30.01 In this Agreement references in the singular, plural, masculine or feminine context shall be deemed to apply generally to all employees.

### **ARTICLE 31 – COPIES OF THIS AGREEMENT**

31.01 Copies of this Agreement will be reproduced such that each employee will be given their own copy. The first draft of the document will be distributed for proofreading within sixty (60) days of ratification. The cost of such reproduction shall be shared equally by the Employer and the Union.

It is also agreed that an electronic copy of the Collective Agreement will be prepared in word format for use by the Union and the Employer. Costs involved with the preparation of the electronic copy will be shared equally by the Employer and the Union.

### **ARTICLE 32 – RETROACTIVITY**

32.01 Increases to the wage schedule shall be retroactive to the dates specified and based on hours paid. The Employer will endeavour to pay retroactivity within **sixty (60) days** of the Board's award and such payments shall be made by separate cheque or itemized on employees' regular pay cheques. The Employer will notify former employees of their entitlement at their last known address on record with the Employer and they will have thirty (30) days from the date of the notice within which to claim retroactivity. Thereafter, the Employer will have no further obligation to make such payments. The Union shall be provided with copies of all notices sent to the employees.

## **ARTICLE 33 – TERM**

The agreement shall have a three (3) year term, extending from August 3, 2020 to August 2, 2023.

**DATED AT TORONTO, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

### **Hellenic Home for the Aged Inc.**

Kosta Kostouros  
Kosta Kostouros (Feb 1, 2024 14:12 EST)

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c.persaud  
c.persaud (Feb 1, 2024 14:23 EST)

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### **Canadian Union of Public Employees and its Local 4830**

Ivy Opoku  
Ivy Opoku (Feb 1, 2024 14:42 EST)

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[Signature]

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Sophie Mirtsos Asselin  
Sophie Mirtsos Asselin (Feb 1, 2024 13:33 EST)

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Margie Vallios  
Margie Vallios (Feb 1, 2024 15:49 EST)

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**Schedule "A" Scarborough – PSW & NON-RPNs**

PSWs LTC			PSWs LTC				
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22	21-Apr-22	03-Aug-22
<b>Probation</b>		\$19.27	\$19.56	\$19.85	\$20.25	\$23.25	\$24.06
<b>Start</b>	Worked 487.5	\$19.56	\$19.85	\$20.15	\$20.55	\$23.55	\$24.38
<b>Level 1</b>	Worked 1820	\$20.11	\$20.41	\$20.72	\$21.13	\$24.13	\$24.98
<b>Level 2</b>	Worked 3640	\$20.74	\$21.05	\$21.37	\$21.79	\$24.79	\$25.66

PSW Adult Day Program							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22	21-Apr-22	03-Aug-22
<b>Probation</b>		\$19.27	\$19.56	\$19.85	\$20.25	\$23.25	\$24.06
<b>Start</b>	Worked 487.5	\$19.56	\$19.85	\$20.15	\$20.55	\$23.55	\$24.38
<b>Level 1</b>	Worked 1820	\$20.11	\$20.41	\$20.72	\$21.13	\$24.13	\$24.98
<b>Level 2</b>	Worked 3640	\$20.74	\$21.05	\$21.37	\$21.79	\$24.79	\$25.66

Activation Assistant LTC							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22		03-Aug-22
<b>Probation</b>		\$19.27	\$19.56	\$19.85	\$20.25		\$20.96
<b>Start</b>	Worked 487.5	\$19.56	\$19.85	\$20.15	\$20.55		\$21.27
<b>Level 1</b>	Worked 1820	\$20.11	\$20.41	\$20.72	\$21.13		\$21.87
<b>Level 2</b>	Worked 3640	\$20.74	\$21.05	\$21.37	\$21.79		\$22.56

<b>Housekeeping Assistant LTC</b>							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22		03-Aug-22
<b>Probation</b>		\$18.93	\$19.21	\$19.50	\$19.89		\$20.59
<b>Start</b>	Worked 487.5	\$19.23	\$19.52	\$19.81	\$20.21		\$20.91
<b>Level 1</b>	Worked 1820	\$19.85	\$20.15	\$20.45	\$20.86		\$21.59
<b>Level 2</b>	Worked 3640	\$20.05	\$20.35	\$20.66	\$21.07		\$21.81

<b>Laundry Assistant LTC</b>							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22		03-Aug-22
<b>Probation</b>		\$18.93	\$19.21	\$19.50	\$19.89		\$20.59
<b>Start</b>	Worked 487.5	\$19.23	\$19.52	\$19.81	\$20.21		\$20.91
<b>Level1</b>	Worked 1820	\$19.85	\$20.15	\$20.45	\$20.86		\$21.59
<b>Level 2</b>	Worked 3640	\$20.05	\$20.35	\$20.66	\$21.07		\$21.81

<b>Heavy Duty Cleaner LTC</b>							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22		03-Aug-22
<b>Probation</b>		\$18.93	\$19.21	\$19.50	\$19.89		\$20.59
<b>Start</b>	Worked 487.5	\$19.23	\$19.52	\$19.81	\$20.21		\$20.91
<b>Level 1</b>	Worked 1820	\$19.85	\$20.15	\$20.45	\$20.86		\$21.59
<b>Level 2</b>	Worked 3640	\$20.05	\$20.35	\$20.66	\$21.07		\$21.81

<b>Maintenance Technician</b>							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22		03-Aug-22
<b>Probation</b>		\$25.90	\$26.29	\$26.68	\$27.22		\$28.17
<b>Start</b>	Worked 487.5	\$26.68	\$27.08	\$27.49	\$28.04		\$29.02
<b>Level 1</b>	Worked 1820	\$27.13	\$27.54	\$27.95	\$28.51		\$29.51
<b>Level 2</b>	Worked 3640	\$27.28	\$27.69	\$28.10	\$28.67		\$29.67

<b>Cook</b>							
	Hours	03-Aug-19	03-Aug-20	03-Aug-21	01-Jan-22		03-Aug-22
<b>Probation</b>		\$23.02	\$ 23.37	\$23.72	\$24.19		\$25.04
<b>Start</b>	Worked 487.5	\$23.39	\$23.74	\$24.10	\$24.58		\$25.44
<b>Level 1</b>	Worked 1820	\$23.79	\$24.15	\$24.51	\$25.00		\$25.87
<b>Level 2</b>	Worked 3640	\$24.37	\$24.74	\$25.11	\$25.61		\$26.51

EW/COPE491

**LETTER OF UNDERSTANDING #1**


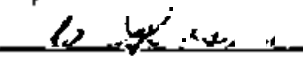
**Re: Article 20.02 – Vacations**

Without prejudice to their respective positions, the parties hereby agree to the following process for applying the provisions of Article 20.02 of the Collective Agreement at both Scarborough and Toronto locations:

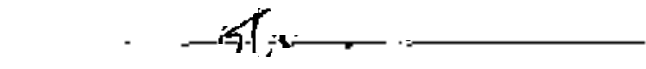
1. Beginning January 1, 2013 employees taking vacation will be paid for all time taken, understanding that a portion of such payment may be an advance on unaccrued vacation time, dependant on the time of year in which vacation is taken.
2. In a case where an employee ceases to be employed by Hellenic Home for the Aged Inc after being advanced vacation pay, as per point 1, such employee shall be responsible for reimbursing the Employer for such time.
3. Any employee with unpaid vacation entitlement as of January 1, 2013 shall be paid such outstanding amount on the first pay period of 2013.
4. Should an employee request their amount of unpaid vacation be paid prior to January 1, 2013 they shall make such request in writing to the Employer, and such request shall be granted.
5. All other provisions of Article 20 remain unaffected by the provisions of this agreement.
6. The parties further agree to clarify the language of Article 20 in bargaining.

DATED AT TORONTO, this \_\_\_\_\_ day of \_\_\_\_\_, 2016

**HELLENIC HOMES FOR THE AGED INC.**

  
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**CANADIAN UNION OF PUBLIC EMPLOYEES and its Local 4830**

  
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