

COLLECTIVE AGREEMENT

BETWEEN

**GOOD SAMARITAN SENIORS COMPLEX
Alliston, Ontario**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2250**

DATE OF EXPIRY: MARCH 31, 2024

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COLLECTIVE AGREEMENT

BETWEEN

GOOD SAMARITAN SENIORS COMPLEX, Alliston, Ontario
(hereinafter called the "Employer")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its Local 2250
(hereinafter called the "Union")

WHEREAS IT IS THE DESIRE OF BOTH PARTIES TO THIS AGREEMENT:

- a) to maintain and improve the relationship between them and to settle the conditions of employment on behalf of the Employer's employees;
- b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in the Employer's operation;
- d) to promote the morale, well-being and security of the employees in the bargaining unit;

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

NOW THEREFORE, the Employer and the Union agree as follows:

ARTICLE 1 - RECOGNITION

- 1.01 The Employer recognizes the Canadian Union of Public Employees and its Local 2250 as the sole and exclusive Bargaining Agent for all employees at Good Samaritan Seniors Complex, Alliston, save and except R.N.'s, Graduate Nurses, Activity Director, Office and Clerical employees, Housekeeping-Laundry-Maintenance Supervisor, Dietary Supervisor and persons above the rank of Supervisor, and hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning all

matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that might arise between them.

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

1.03 Persons not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by this Agreement, except for purposes of instruction, experimentation, or in emergencies when regular employees are not readily available.

It is agreed that this clause shall not apply to participants in co-operative work programs from area secondary schools, who shall be assigned to work with, and under the guidance of, bargaining unit employees.

It is understood that unpaid volunteers may perform services which are normally performed by volunteers, in order to enhance the wellbeing of the residents.

1.04 No Contracting Out

The Employer shall not contract out any work usually performed by members of the bargaining unit if such contracting out results in the lay-off of bargaining unit employees.

1.05 Agency Staff

Prior to retaining an agency to fill a shift, the Employer will ensure that the shift is offered to members of the bargaining unit in order of seniority on a rotational basis at non-overtime rates of pay, and then at overtime rates of pay.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes the right of the Employer to introduce new and improved methods, facilities and equipment, and to control the amount of supervision of staff, which may be required from time to time, and, for the purposes of the Nursing Home only, in accordance with guidelines as supplied by the Ministry of Health. The Union recognizes the right of the Employer to schedule work and to increase or decrease personnel in any

particular area, consistent with the proper and economic operation of the Employer's business, except as such rights are modified or limited by this Agreement.

Without limiting the generality of the foregoing, the Union recognizes that it is the regular and customary function of the Employer to:

- a) maintain order, discipline, efficiency and establish and enforce reasonable rules and regulations governing the conduct of employees;
- b) hire, discharge, classify, direct, transfer, lay-off, promote, demote, suspend or otherwise discipline employees; and
- c) generally, manage and operate the facilities in all respects, in accordance with its obligations, determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required, the standards of performance for all employees, and all other matters concerning its' operations.

2.02 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 representative exercise its rights in a discriminatory manner. Nor shall these rights be used in a manner which could deprive present employees of their employment, unless through just cause.

2.03 The Employer and the Union agree not to interfere with the rights of the employees of the Employer, and there shall be no discrimination, interference, intimidation, restraint or coercion by either of the parties to this Agreement. The Union further agrees that membership solicitation and other Union activities not provided for in the Agreement will not take place during working hours or on the premises of the Employer.

2.04 The Employer will post rules and regulations to be observed by the employees and will present a copy thereof to the Union.

2.05 No Discrimination

There shall be no discrimination on the part of the Employer, the Union or any employees covered by this Agreement by reason of race, creed, colour, ethnic origin, marital status, family status, sex, citizenship, ancestry, sexual orientation, gender identity, gender expression, disability,

place of origin, residence, age, political or religious affiliation or other factors not pertinent to performance with respect to employment, placement, promotion, salary determination or other terms of employment.

This Article shall be interpreted within the context of *the Ontario Human Rights Code*.

2.06 Definition of Employee

- a) A "full-time" employee shall be deemed to be an employee who is regularly scheduled to work more than twenty-four (24) hours per week; who makes a commitment to be available on a pre-scheduled basis as required; and in respect of whom there is advance scheduling of work.
- b) A "part-time" employee shall be deemed to be an employee who is regularly scheduled to work twenty-four (24) hours or less per week; who makes a commitment to be available on a pre-scheduled basis as required; and in respect of whom there is advance scheduling of work.

These definitions shall be interpreted in a manner consistent with other articles in this agreement, including, but not limited to, Article 13.13.

ARTICLE 3 - UNION DUES AND SECURITY

3.01 It is agreed that all existing members, and all new members of the bargaining unit, following ratification, who have completed their probationary period, as a condition of continuing employment, must become and remain members in good standing of the Union.

3.02 The Employer agrees to deduct from each employee covered by this Agreement, an amount equal to their regular Union Dues. Such monies shall be deducted from each of the employees every pay. Such dues shall be forwarded in the month following the month they are deducted to the Canadian Union of Public Employees to the attention of the National Secretary-Treasurer at the Union's National Office in Ottawa. The Union agrees to indemnify and save harmless the Employer from any and all actions or causes of action by employees or persons claiming on their behalf and relating to the deduction of dues as aforesaid.

Probationary employees shall pay Union dues after thirty (30) days of

employment and shall be entitled to all rights in the Agreement except to grieve on discharge and except as expressly covered in this Agreement.

3.03 Union dues deducted by the Employer shall be remitted to National Secretary-Treasurer of the Union, together with a list of employees from whom the deductions were made.

3.04 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 by permitting the Union to interview each new employee during the first month of employment.

NOTE: Union is to notify Employer who it designates to do interviews. Preferably during orientation days.

3.05 The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and of termination of employment, in the bargaining unit.

In order to ensure the proper flow of communication between the parties all correspondence arising out of or incidental to this agreement shall pass electronically to and from the Administrator or designate and the Secretary of the Union, with a copy to the Local President.

ARTICLE 4 - NO STRIKES, NO LOCKOUTS

4.01 The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service. Therefore, the Employer will not cause or direct any lockout of its employees and the Union will not cause or direct any strike or collective action which will interfere with, or in any way impair, the services of the Employer. The Employer and the Union recognize the application of the Hospital Labour Disputes Arbitration Act to this contract.

4.02 Definition of the terms "strike" and "lockout" as used in 4.01 above shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

ARTICLE 5 - LABOUR-MANAGEMENT COMMITTEE

5.01 There shall be a Labour-Management Committee consisting of three (3) members of the Union, selected by the Union, and an equal number of management representatives.

The purpose of the Committee is to discuss issues which relate to the workplace, including issues, which effect either the Union, Employer or any employee. This includes workload issues.

The Committee will meet quarterly or at the request of either party.

Such meetings will be scheduled with due consideration for the operation of the nursing home.

ARTICLE 6 - STEWARDS AND UNION OFFICERS

6.01 The Employer recognizes the right of the Union to appoint, or otherwise select, from among employees who have completed their probationary period and who are covered by this Agreement, three (3) Stewards, one of whom shall be a Retirement Lodge employee, whose responsibility it shall be to assist employees in preparing and presenting grievances, in accordance with the Grievance Procedure. It is understood that wherever possible, the Stewards will be selected from different shifts.

6.02 The Union Negotiating Committee will consist of up to three (3) members of the bargaining unit who have passed their probationary period. The Union will advise the Employer of the names of the committee members at the time it provides the Employer with its Notice to Bargain, or as soon thereafter as possible.

Members of the Negotiating Committee will be paid for scheduled time missed as a result of attending negotiating meetings with the Employer, up to and including conciliation subject to Article 6.05.

6.03 The Union undertakes to notify the Employer of the names of the Stewards and Union Officers immediately when such an appointment or any replacement is made.

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

this Agreement. The Union understands and agrees that each Steward is employed to perform work for the Employer and that they shall not leave their work during working hours, except to perform their duties under this Agreement and provided the Steward shall not leave work where their absence might, detrimentally, affect the safe and efficient operation of the facility. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, whose permission shall not be unreasonably denied.

- 6.05 Provided such employees give reasonable notice, where possible, and provided the orderly and safe operation of the facility is not unreasonably affected, the Employer shall compensate Stewards or Union Officers, at the rate of pay they would have received under normal circumstances, for time spent on meetings with the Employer, or in the investigation of grievances, etc., during working hours.
- 6.06 Either party may initiate a request for a meeting and such a meeting shall be held at a time and place fixed by mutual agreement.
- 6.07 The Union shall have the right to have the assistance of a designated representative of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative shall have reasonable access to the Employer's premises, upon request, in order to investigate and assist in the settlement of a grievance, provided such investigation is reasonable and is taken with discretion and provided it does not interfere with the efficient operation of the facilities.
- 6.08 The Employer shall make available to the Union, on request, information relating to this Agreement, required by the Union, such as job descriptions, positions in the bargaining unit, job classifications, wage rates and welfare plans.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 (a) A grievance under this Collective Agreement shall be defined as any difference or dispute between the Employer and any employee(s) of the Bargaining unit, or the Union.
- (b) The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible. It is understood that an employee has no grievance until the employee has first given the immediate supervisor an opportunity to adjust the employee's complaint. An employee may be accompanied by a Union Steward if so desired. The

employee's immediate supervisor shall give the employee a reply within two (2) working days.

- (c) No grievance shall be considered which was not presented within five (5) working days after the occurrence of the matter, which is the subject of the grievance, or when it ought reasonably to have come to the employee's or the Union's attention.
- (d) Step 1 - An employee who is unsatisfied with the response at the Complaint stage shall, with a Steward, submit the grievance, in writing, including the detailed nature of the grievance and the section of the Agreement being relied on to the Department Head. The Department Head shall reply to the grievance in writing within five (5) working days.
- (e) Step 2 - Failing settlement at Step 1, the parties shall meet to discuss the grievance (s). The meeting shall be attended by the Grievance Committee and by the Administrator. Either party may have an outside representative in attendance as well. Such meeting shall be held within five (5) working days of the receipt of the response of Step 1, unless otherwise agreed to. The Administrator shall issue a reply in writing within ten (10) working days of the meeting, unless otherwise agreed.

7.02 Failing settlement being at Step 2 of the grievance procedure within ten (10) days either party may request to have the grievance heard by a grievance mediator. Upon approval of both parties the grievance will be held in abeyance until the completion of the mediation process. Failing a satisfactory resolve, the grievance may be reinstated and taken forward to arbitration in accordance with Article 8.

7.03 Where a dispute involving a question of general application or interpretation occurs, or where a group of employees, or the Union, has a grievance, Step 1 may be by-passed.

7.04 The Union shall have the right to originate a grievance under Step 1 or 2, when an employee has refused to file a grievance, after being requested to do so by the Union, and the alleged grievance directly affects the interests of other employees.

7.05 The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (either by the Union, or by any employee covered by this Agreement), in writing, at Step 2 of the Grievance Procedure, by forwarding a written statement of the said grievance to the Secretary of the Local Union; provided that the grievance shall be presented not later than fourteen (14) working days after the

circumstances giving rise to the grievance have originated or occurred. The Union shall answer the grievance, in writing, within five (5) working days of receipt of the grievance, and failing settlement, the grievance may be referred to arbitration, by the Employer, in accordance with 7.02 of the Grievance Procedure.

- 7.06 The Arbitration Board shall have the power to waive formal procedural irregularities in its hearing of a grievance in order to determine the real matter in dispute and to enable the giving of a decision, according to equitable principles and the justice of the case. This clause notwithstanding, no matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 7.07 The time limits fixed in both the Grievance and Arbitration Procedures may be extended by consent of the parties to this Agreement.
- 7.08 Both parties agree that, in accordance with Article 7.01, when processing a grievance from Step 2, the Union shall address the communication to the Administrator of the facility.

ARTICLE 8 - ARBITRATION

- 8.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by Registered Mail addressed to the other party, indicating the name of its nominee on an Arbitration Board, within ten (10) days of reply at Step 2, or within ten (10) days of completion of Mediation if Mediation is used and does not resolve the issue. Within ten (10) days, the other party shall answer by Registered Mail, indicating the name and address of its appointee to the Arbitration Board. The two (2) appointees shall then meet to select an impartial Chairman.
- 8.02 If the two (2) appointees fail to agree upon a Chairman, within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 8.03 The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision at the earliest opportunity.
- 8.04 The decision of the majority shall be the decision of the Board. The decision

of the Board shall be final and binding and enforceable on all parties, but in no event shall the Board have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

8.05 Should the parties disagree as to the meaning of a decision, either party may apply to the Chairman of the Board to reconvene the Board to clarify the decision, which it shall do within a reasonable period of time.

8.06 Each party shall pay:

- a) the fees and expenses of the appointee it appoints,
- b) one-half (1/2) the fees and expenses of the Chairman.

8.07 Either party may make application for an Arbitrator under Section 49 of the Ontario Labour Relations Act as an alternative to the foregoing.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 (a) An employee subject to disciplinary action which is to be recorded in the employee's personnel file, shall have the right, if they so desire, to the presence of the Union Steward or, if not available, a member representative of the employee's choice who is working on the current shift. In the case of discharge or suspension, the employee shall be informed of their rights in advance.

(b) A copy of the recorded disciplinary action in (a) above shall be forwarded to the President of the Union as soon as possible.

(c) Upon evaluation of performance, each employee will be given, if requested, a copy of their signed report. There shall be no charge to the employee.

9.02 An employee, who has completed their probationary period, may be discharged or suspended but only for just cause. When an employee is discharged or suspended, they shall be given the reason in the presence of their Steward, and such employee and the Union shall be advised promptly, in writing, by the Employer of the reason for such discharge or suspension.

9.03 A non-probationary employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under the

Grievance Procedure - Step I of the Grievance Procedure shall be omitted in such cases.

9.04 Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such an employee shall immediately be reinstated in their former position without loss of seniority and shall be compensated for all time lost in a manner which is just and equitable in the opinion of the parties, or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

9.05 Personnel File

An employee may, upon giving prior notice, review the contents of their personnel file twice each calendar year, except in discharge cases in the presence of their Supervisor.

An employee shall not alter, destroy or remove any document or page contained therein, but shall be allowed a copy of any document.

9.06 Clearing of the Record

The record of any verbal or written warning shall not form the basis of further discipline provided the employee's record remains discipline free for the period twelve (12) months from the date the last discipline was received. The record of any suspension shall not form the basis of further discipline provided the employee's record remains discipline free for the period eighteen (18) months from the date the last discipline was received. At the request of the employee such record (verbal, written or suspensions) shall be removed and destroyed.

This article does not apply in cases of resident abuse or in cases of violence.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.01 A newly hired employee shall be on probation until they have completed four hundred and fifty (450) hours worked from the date of last hire. During the probationary period the Employer will make the employee aware of their progress and concerns about their performance etc. They shall be entitled to the rights and privileges as set out in this agreement unless specifically set out elsewhere. The continued employment of a probationary employee shall be made on the basis of the Employer's assessment of their performance. Termination during the probationary period shall not be the

subject of a grievance or arbitration, unless the termination violates the law or legislation. After completion of the probationary period, seniority will be effective from the last date of hire.

ARTICLE 11 - SENIORITY AND SERVICE

11.01 Seniority is defined as the length of service with the employer from the hiring date of the latest period of employment. Seniority shall be used in determining preference or priority for promotions, transfer, layoffs and recalls, provided that the employee has the skills, abilities, and training qualifications to do the work required, and is available to do the work on a full-time basis and in the case of a part-time employee, as reasonably required. Seniority and service for part-time employees (working less than twenty-four (24) hours per week) shall be based on actual hours paid, i.e. 1950 hours = 1 year of seniority and service. Seniority shall operate on a bargaining unit wide basis.

11.02 Lay-Off and Rehiring Procedure

- (1) Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay-off, employees shall be laid off in accordance with Article 11.01; however, the Employer will retain sufficient employees in each classification in order to continue to provide competent nursing care for residents of the Home. Employees shall be recalled in the order of their seniority.
- (2) Lay-offs, under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.
- (3) In the event of a proposed lay-off of a permanent or long-term nature of thirteen calendar weeks or more, the Employer will:
 - (a) provide the Union with at least six (6) weeks' notice prior to its implementation. This notice is not in addition to required notice for individual employees.
 - (b) provide affected employees with notice in accordance with the Employment Standards Act.

However, the employment standards will be deemed to be amended to provide notice to the affected employee as follows:

 - If for services greater than - 9 weeks' notice

- If for services greater than nine (9) years - 10 weeks' notice
 - If for services greater than ten (10) years - 11 weeks' notice
 - If for services greater than eleven (11) years - 12 weeks' notice
 - If for services greater than twelve (12) years

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

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

- (d) In the event of a layoff of a full-time employee, the Employer shall pay its share of the insured benefit premiums for the duration of the entitled notice period provided for in Article 10.02(3)(b), provided the employee pays their share (if applicable).

(4) Lay-off Procedure

- (a) In the event of lay-off, the Employer shall lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
- (i) accept the lay-off; or
 - (ii) displace an employee who has lesser bargaining unit seniority and who is the least senior employee in a lower or identical paying classification in the bargaining unit if the employee originally subject to lay-off is qualified for and can perform the duties of the lower or identical paying classification without training other than orientation. Such employee so displaced shall be laid off.
 - (iii) In the event that an employee is laid off from the full-time

bargaining unit and provided that no other full-time bargaining 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.

(5) Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (c) It is the sole responsibility of the employee who has been laid off to notify the employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the fourth day after mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- (d) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provisions.

11.03 In cases of transfer, promotion or demotion, the applicant with the most seniority and having the required qualifications shall be the successful applicant.

11.04 Loss of Seniority

An employee shall lose all seniority and their employment shall be deemed to be terminated if they:

- (a) voluntarily resigns (and does not withdraw their resignation within forty-eight (48) hours), retires or is discharged for just cause; or
- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which they are scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future; or
- (f) fails upon being notified of a recall to a position of the same employment status held prior to the layoff (other than a temporary or casual part-time position) to signify their intention to return within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after they have received the notice of recall mailed by registered mail to the last known address according to the records of the Employer; or
- (g) fails to report to work within ten (10) working days after they have received the notice of recall such further period of time as may be agreed by the parties.

Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, they will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

An employee who has been granted a leave of absence of any kind and who overstays their leave, unless they obtain permission or provides a satisfactory explanation, shall be considered to have terminated their employment without notice.

The union and the employer agree to abide by the Human Rights Code.

- 11.05 Subject to Article 11.04 above, an employee shall not lose seniority because of absence due to verified illness or personal injury. Employees who incur such absence for a period in excess of six (6) months must give the Home one (1) week's written notice before return to work, and the employee shall, upon return to work, be in all respects capable of work as defined in Article 11.01.
- 11.06 Seniority lists of employees covered by this Agreement shall be posted and revised by the Employer at least twice yearly, with a copy to the President of the Union. Seniority list must comply with clause 11.01, 11.08 (b) and 11.08 (d).
- 11.07 Should the Employer merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to exercise their best efforts towards the retention of seniority rights for all employees with the new Employer.
- 11.08 (a) It is understood and agreed that during an approved unpaid absence not exceeding thirty (30) calendar days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions 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 full payment of subsidized employee benefits in which they are participating for the period of the absence .
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for 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.
- (d) 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 twenty-four (24) months following the date of the injury.

ARTICLE 12 - TRANSFERS AND PROMOTIONS

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

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and having the necessary skills, ability, training and qualifications to do the work of the job. The name of the successful applicant from the bargaining unit shall be made know to the president of the local within three (3) weeks of the posting.

12.02 When a vacancy occurs, in the full time bargaining unit, or a new position is created, inside the bargaining unit (full time or part time), the Employer shall notify the Union, in writing, and post notice of the position on the Employer's main bulletin boards for a minimum of five (5) working days, in order that all members will know about the position and be able to make written application therefore. The Employer shall have the authority to fill the vacancy temporarily pending the appointment of the successful applicant.

The parties agree that where the Employer is in a layoff situation and a vacancy exists that has not been posted, the employer may reduce the effect of layoff by not filling the vacancy on agreement with the Union. The Union will not unreasonably withhold its agreement to this decision.

12.03 The successful applicant shall be placed on trial for a period of sixty (60) working days. Conditional on satisfactory service, such trial promotion shall become permanent after the period of sixty (60) working days. Employees will be limited to two (2) successful applications under Article 12.02 in any twelve (12) month period. In the event that 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, they shall be returned to their former position and salary without loss of seniority, wage, or salary. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to their former position and salary without loss of seniority, wage,

or salary.

12.04 No employee shall be transferred to a position outside the Bargaining Unit without their consent.

12.05 Subject to the requirements, as set out in Article 12.01, when a vacancy occurs for a full-time position within the Bargaining Unit, part-time employees (excluding students), in accordance with their seniority, shall be given first preference over non-bargaining unit members when filling such positions.

12.06 Employees posting or otherwise transferring into a higher paying position will be paid the Start Rate for the duration of the trial period as set out in Article 12.03. Thereafter the employee shall be placed on the grid at the step which provides them with an increase over the rate of pay they were receiving in their former position.

Employees posting or otherwise transferring from a higher paying to a lower paying classification will be paid the Start Rate for the duration of the trial period as set out in Article 12.03. Thereafter the employee shall be placed on the grid at the step which provides the least reduction from the pay they were receiving in their former position.

12.07 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 except in the case of pregnancy/parental leaves, extended absences in excess of six (6) months related to injury, illness or disability or where otherwise agreed to in writing between the parties. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their 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 their temporary position.

Part time employees who fill temporary full-time positions shall continue to be treated for all purposes as part time employees. However, if the part time employee continues in the temporary position for more than 14 months, and is receiving money in lieu of benefits, the part time employee will be enrolled in the premium based benefits (being full time life insurance, extended health care and dental) and the money in lieu ceases. For any other purpose, the employee continues to be treated for all purposes as a

part time employee. When the temporary position ends, the employee returns to their part time position, benefits cease, and money in lieu is reinstated.

- 12.08 No external applicants will be considered before all internal applicants for a posted position are reviewed.

ARTICLE 13 - HOURS OF WORK

- 13.01 The normal hours of work shall be seventy-five (75) hours over a two (2) week period. The normal hours per day shall equal seven and one-half (7½) hours with an unpaid one-half hour (1/2) hour lunch break.

Any hours of work in excess of seven and one-half (7½) hours per day or seventy-five (75) hours per two (2) week pay period, performed at the request of the Employer shall be compensated at the rate of time and one-half (1½) regular hourly rate, however, this will not prevent the Employer from introducing a compressed work schedule in which case daily overtime provisions shall be waived.

Any proposal to introduce a compressed work schedule shall be the subject of negotiations between the parties.

- 13.02 Days off shall be planned in such a way as to equally distribute free weekends, keeping in mind the requirement of the Employer. As far as is possible, employees' days off shall remain regular. The Employer shall provide one (1) weekend off in every two-week period, which shall include Saturday and Sunday (for night shift, Friday and Saturday night off to regular start of night shift on Sunday.)

Notwithstanding, an employee required to work on a normally unscheduled weekend will be compensated for such weekend work at time and one-half (1 1/2) regular straight time pay. This does not apply when employees mutually agree to exchange shifts, or when an employee, with the knowledge of the Union, agrees to work in writing, consecutive weekends. There shall be at least twelve (12) hours rest between shifts.

- 13.03 No employee shall be required to work more than six (6) consecutive days. In the event they consent to work more than six (6) consecutive days, they shall be paid time and one-half (1 ½) for the time so worked.

- 13.04 Work schedules shall be posted every four (4) weeks and shall be two (2)

weeks in advance. An employee wishing to change shift may do so after making arrangements with another employee and must obtain permission from the Employer. Such permission shall not be unreasonably denied.

- 13.05 Employees shall have their preference of shifts in accordance with seniority, the ability to perform the work and providing there is vacancy in the shift requested. Employees are not required to work split shifts.
- 13.06 Twenty-four (24) hours' notice shall be given before change of shift, except in emergencies. Failure to provide at least twelve (12) hours' rest between shifts which are being changed, shall result in payment of overtime at established rates for any hours worked during normal rest period, except in emergencies.
- 13.07 The Employer agrees to post all shift times and further agrees to provide a copy to the union of all work schedules at the time of posting.
- 13.08 Employees shall not be required to layoff during regular hours to equalize any overtime worked.
- 13.09 An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of three (3) hours at overtime rates.
- 13.10 An employee reporting for work on their regular shift shall be paid their regular rate of pay for the entire period of work, with a minimum of four (4) hours' pay, unless the employee has been notified twenty-four (24) hours in advance not to report, or work is not available due to conditions beyond the control of the Home.
- 13.11 Additional hours of work for part-time employees shall be assigned in order of seniority on a rotating basis. In administering this provision, time refused will be considered as time worked.
- 13.12 No present full-time position shall be split or reduced in hours to make two or more part-time positions if doing so results in the layoff of a full-time employee.
- 13.13 It is understood that part-time employees may be scheduled up to full-time hours (as per Article 13.11) without changing their status from part-time to full-time status (i.e. in lieu to benefits).

13.14 CALL-IN PROCEDURE

Where additional shifts become available, they will be offered as follows:

- i) First to part-time employees with fewer than three (3) shifts so that as many part-time employees as possible receive three (3) shifts per week.
- ii) A shift is deemed to have been refused if an employee says they are unavailable or if they do not respond to a call (no answer).
- iii) The Employer will call employees in order of their seniority, subject to (i) above.
- iv) Once all employees with fewer than three (3) shifts have been offered available work the shift will be offered to part-time employees in order of seniority.
- v) Once an employee accepts an extra shift and a subsequent shift becomes available the Employer will commence calling the employee next most senior to the employee who was last called in.

The call-in list will be rotated through using the above process.

- vi) Nothing herein will require the Employer to offer an employee a shift that would result in their receiving overtime.
- vii) If the Employer has called all part-time employees and the shift remains unfilled, the Employer is entitled to call full-time employees.

In the event the Employer calls full-time employees, calls will be made in order of seniority.

- vii) In an overtime situation the Employer reserves the right to fill the shift or allow the shift to remain vacant.

ARTICLE 14 - COFFEE BREAKS

- 14.01 All employees shall be entitled to a fifteen (15) minute break, with pay, in each half shift, at times designated by the Employer. Employees shall use their best efforts to limit breaks to no more than fifteen (15) minutes.

ARTICLE 15 - PAID HOLIDAYS

15.01 The Employer recognizes the following as paid holidays (subject to the provisions of Article 18.09):

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

The Employer agrees to grant full-time employees one float day off with pay to be taken on a day mutually agreed upon between the Employer and the employee.

15.02 In order to qualify for holiday pay, a full-time employee must work their full scheduled shift immediately preceding and immediately following the holiday, except where such absence is due to sickness or other authorized leave of absence.

15.03 A full time employee scheduled to work on a holiday must work on the holiday in order to qualify for holiday pay, except where such absence is due to sickness or other authorized leave of absence.

15.04 A full time employee required to work on a holiday on a regular scheduled shift shall be paid time and one-half (1½) and receive an alternate day off with pay at a time mutually agreeable to the Employer and the employee. If a holiday falls on a full-time employee's regular day off, the employee will receive one regular day's pay or compensating day off in lieu thereof.

15.05 When an employee qualifies for a lieu day, they shall have a period of sixty (60) days from the holiday to attempt to schedule such day. It is understood that the employee may request a day in the following schedule (s) as long as the day falls within sixty (60) days of the holiday. Final approval will be made by noon on the Monday prior to the posting of the schedule. All special requests (Time off, Lieu Days, etc.) must be submitted on the Wednesday, prior to the Monday of the affected schedule to ensure that the requests are granted in order of seniority.

15.06 Where a full-time employee is scheduled off on a weekend with a paid holiday attached, the Employer will consider a request to have the holiday as a lieu day. Such request shall not be unreasonably denied. In order to maximize the time off for all employees the above shall not apply on

Christmas Day, Boxing Day and New Years Day.

15.07 Part-time employees who work on a paid holiday as set out in 15.01 shall receive 1 ½ times pay for all hours so worked.

15.08 Employees shall receive time off on either Christmas or New Years on an alternating basis. The rotation of Christmas and New Years is not guaranteed when an employee changes departments or changes from full-time to part-time status or vice versa. The Employer will attempt to accommodate the employee's existing rotation, taking into account the needs of the department or the full-time, part-time rotation.

ARTICLE 16 - VACATIONS WITH PAY

16.01 For the purpose of calculating eligibility, the vacation year shall be the period July 1st of any year to June 30th of the following year.

16.02 Annual vacations will be allowed for all employees on staff, in accordance with the following schedule:

- a) Employees who have not completed their probationary period as of the June 30th cut-off-date, will receive four percent (4%) of their gross earnings during the vacation year.
- b) Employees who have completed their probationary period as of the June 30th cut-off-date, will be granted one (1) day of vacation for each month of service, to a maximum of ten (10) days' vacation period. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.
- c) Provided that this provision does not affect the accumulation of service and seniority pursuant to Article 11.01, the employer will permit employees with one year of employment from last date of hire to schedule in each of the first three calendar years, two (2) weeks or ten (10) days off as vacation time, without scheduling work for them for that period. Vacation pay for such employees will be four percent (4%) of gross earnings for the vacation year.
- d) Employees with three (3) years' service, on or before June 30th of the current year, shall receive three (3) weeks (15 days) vacation. Vacation pay for such employees will be six percent (6%) of gross earnings for the vacation year.

- e) Employees with eight (8) years of service, on or before June 30th of the current year shall receive four (4) weeks (20 days) vacation. Vacation pay for such employees will be two percent (2%) of gross earnings in the previous vacation year, for each week of vacation.
- f) Employees with fifteen (15) years of service, on or before June 30th of the current year, shall receive five (5) weeks (25 days). Vacation pay for such employees shall be two percent (2%) of gross earnings for the vacation year in the previous vacation year, for each week of vacation.
- g) Employees with twenty-four (24) years of service, on or before June 30th of the current year, shall receive six (6) weeks (30 days). Vacation pay for such employees shall be two percent (2%) of gross earnings for the vacation year in the previous vacation year, for each week of vacation.
- h) Employees with twenty-eight (28) years of service, on or before June 30th of the current year shall receive seven (7) weeks (35 days.) Vacation pay for such employees shall be two percent (2%) of gross earnings for the vacation year in the previous vacation year, for each week of vacation.

16.03 An employee who falls sick or is injured during vacation and can establish the validity of such sickness or accident, to the satisfaction of the Employer, may make arrangements with the Home for a compensating vacation with pay, and may apply accumulated sick leave credits for the time they were incapacitated during their vacation. The time of such compensating vacation will be arranged between the parties and will be taken during a period conducive to efficient operation of the Home.

16.04 Every employee shall give notice in writing to the supervisor by the 1st of April in each year of their preferred vacation dates. On receipt of such notice, vacation dates will be confirmed by the supervisor by May 1st except when two or more employees on the same shift request the same or overlapping dates, vacation shall be assigned on the basis of seniority.

Vacation schedules shall be posted by May 1st, each year and shall not be changed unless mutually agreed to by the employee and the Employer, except in emergencies. Subject to the ability of the Employer to provide consistent standards of care, in the case of the Nursing Home in accordance with the Ministry of Health guidelines for standards of care,

vacation shall commence immediately following an employee's regularly scheduled days off, wherever possible. Any employee that has had their vacation request denied will have an opportunity to discuss with the employer possible solutions or alternate date(s).

Scheduled vacation time cannot be guaranteed when an employee changes departments or changes from full-time to part-time status or vice versa. The Employer will attempt to accommodate the employee's existing schedule having due regard to operational requirements.

- 16.05 Subject to Article 16.04, an employee shall be entitled to receive their vacation in an unbroken period of at least three (3) weeks, if applicable, unless otherwise mutually agreed upon between the employee concerned and the Employer. Vacations will not normally be scheduled between December 15 and January 15; however, requests will be considered on their individual merit.
- 16.06 If a paid holiday falls, or is observed, during an employee's vacation period, they shall be granted an additional day's vacation for each holiday, in addition to their regular vacation time, at dates scheduled by the Employer, within fifteen (15) days prior or fifteen (15) days following the holiday, or a day's pay in lieu, as the employee chooses.
- 16.07 In the event that an employee is called back to work during vacation, the employee shall be paid for hours worked at time and one-half (1½) their regular rate of pay, and in addition, will receive additional vacation equal to the hours worked due to such call back.
- 16.08 Employees shall receive their vacation pay on the pay period prior to their vacation period provided a written request is made at least twenty-one (21) days in advance.

ARTICLE 17 - LEAVE OF ABSENCE

- 17.01 An employee may request leave of absence, without pay, provided they give the Employer at least fourteen (14) days' notice in writing. The notice shall set out the reasons for the proposed leave of absence. All leaves of absence require the approval of the Administrator, which approval shall not be unreasonably denied. Any denied leave of absence shall be in writing with reason for denial.

17.02

Pregnancy Leave

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

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

The employee shall give the Employer two (2) weeks' notice, in writing, of the day upon which they intend to commence their leave of absence, unless impossible, and furnish the Employer with a certificate of a legally qualified medical practitioner stating that they are pregnant and giving the estimated day upon which delivery will occur.

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

- (iii) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work. Where a doctor's certificate is provided stating a longer period of maternity leave is required for health reasons, an extension of up to a total of twelve (12) months shall be allowed.

Additional leave of absence may be taken under 17.03 Parental Leave.

- (b) An employee who does not apply for leave of absence under 16.02(a)(i) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with 16.02(a)(i) upon providing the Employer, before the expiry of two (2) weeks after they have ceased to work, with a certificate of a legally qualified medical practitioner stating that they are 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.

- (c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life, and other benefits included and prescribed by the Employment Standards Act if the employee elects, in writing, to continue their share of the premiums and pays their portion by the fifteenth (15th) of the month that the premiums are due.
- (d) An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when they request the leave of absence. If a full-time employee returns to work at the expiry of the normal maternity or adoption leave, and the employee's former permanent position still exists, the employee will be returned to their former job, former shift if designated. Such return to work will be in accordance with the Employment Standards Act.
- 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 17.02(d).
- (f) Such absence is not an illness under the interpretation of this Agreement, and sick leave benefits cannot be used.
- (g) Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- (h) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under the Parental Leave provisions of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing, that they intend to take parental leave.

17.03

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 their 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 they 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 17.02(a), (c), (d), (e), (f), (g), and (h) shall also apply.

17.04

a) In the event of death of an employee's spouse or child, the employee shall be entitled to leave of absence without loss of pay for up to five (5) consecutive working days up to and including the day following the day of the funeral. Spouse shall include same sex spouse.

In the event of death of an employee's mother or father, the employee shall be entitled to leave of absence without loss of pay for up to four (4) consecutive working days up to and including the day

following the day of the funeral.

- 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 up to three (3) consecutive working days up to and including the day following the day of the funeral.
- (c) In the event of death of an employee's aunt, uncle, grandparent-in-law, sister-in-law or brother-in-law, the employee shall be entitled to one (1) working day for the purpose of attending the funeral.

17.05 When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they shall not receive sick leave credits for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay-off.

17.06 Union Leave

Leave of absence without pay and without loss of seniority shall be granted, upon request to the Employer, the employees elected or appointed to represent the Union at conventions, conferences or seminars, provided that in no circumstances in any one (1) year shall the total of such leaves of absence taken by all employees exceed a maximum total of thirty (30) days. In cases where a Union seminar falls on the employee's scheduled workday, and is granted it off, they will be paid, having their time card marked accordingly, to be paid on that pay period. The Treasurer of the Union will reimburse the Employer any wages and benefits owing by the 15th of the following month.

The request for such leave will be limited to no more than two (2) employees at any one time. The leave request must be made prior to any schedule being posted. Leave may be granted at the discretion of the Employer for later requests.

Employees requesting leave of absence shall provide such request in writing at least two days in advance of the posting of the schedule in which the leave is requested.

17.07 Education Leave

Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

17.08 Jury or Witness Leave

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a Court of law or coroner's inquest in connection with a case arising from the employee's duties at the nursing home, the employee shall not lose regular pay because of such attendance, provided that the employee:

- (a) notifies the nursing home immediately on the employee's notification that they will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and deposits with the nursing home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

17.09 In addition to anything else contained in this Article, on request, an employee shall qualify for an extra twenty (20) working days unpaid leave of absence after every five (5) years of employment.

17.10 Self Isolation Leave

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 18 - MEDICAL PLANS AND SICK LEAVE

18.01 The Employer will assume the responsibility of paying the appropriate percentage of premium costs of the following insurance plans for all full-time employees who have completed their probationary period, subject to Article 11.08 and 18.08.

- (a) 100% of premium for Ontario Health Payroll Tax.
- (b) 100% of premium for Major Medical Plan – Dispensing fee cap of \$10.00, \$25/50 deductible, no co-insurance, including a vision-care rider of \$300.00 to include the cost of an eye exam each twenty-four (24) months.
- (c) 50% of premium for Dental Plan equivalent to Blue Cross #9 with Rider 1, current O.D.A. schedule as amended from time to time.
- (d) 100% of premium for Group Life Insurance providing \$30,000 term life insurance.

Generic Substitution

The drug plan will be modified as necessary to require generic substitution for drugs covered by the plan unless otherwise prescribed by the employee's doctor.

18.02 It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Home shall notify the Union in writing sixty (60) days prior to the proposed change to ascertain the views of the employees. Upon a request by the Union, the Employer shall provide to the Union, full specifications of the benefit programs contracted for and in effect for employees covered herein.

It is further understood that the Employer shall provide the Union with a copy of the "Master Benefit Plan" booklet from the insurance carrier upon ratification.

18.03 Sick Leave

Newly hired employees who have completed their probationary period, or employees who post, or otherwise move into a full-time position and complete four hundred and fifty (450) hours of full-time service, shall be credited with four and one-half (4 ½) days of sick leave and shall then accumulate sick leave credits at the rate of one and one-half (1 ½) days per month of service, up to a maximum of one hundred and ten (110) days.

Sick leave credits may be used only when sickness of the employee forces the employee to remain at home from work. Sick leave credits used will be deducted from the total sick leave credits accumulated by the employee.

18.04 An employee shall not lose accrued sick leave credits, nor shall they receive payment from the Employer when absent from work due to any injury compensable under the provisions of the Workplace Safety and Insurance Act.

18.05 On termination of employment, for any reason, an employee who has completed five (5) or more years of continuous service, shall receive payment for fifty percent (50%) of their accumulated sick leave credits at the rate of pay effective immediately preceding their termination.

Cash out entitlement will not apply to employees hired after April 14, 1998.

18.06 An employee may be required, by the Employer to produce proof of illness in the form of a certificate signed by a legally qualified medical practitioner, for any absence due to illness. If the employee is absent due to illness for three (3) days or more, a certificate, signed by a legally qualified medical practitioner, will be required and such certificate must be available prior to any payment for illness. Such certificate shall clearly indicate the name of the medical practitioner. When the employer requires a medical certificate, it shall promptly reimburse the employee for any reasonable expense they incur in obtaining and providing that certificate.

The employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave absence. In such circumstances, and so long as it is at the Employer's request, the employer shall pay for any medical fees charged beyond OHIP in relation thereto. In order for this to occur the employee will have to have signed an agreement that they are consenting to the assessment, and that they are willing to have the assessing physician communicate to the employer their findings as it relates to the employee's ability to work.

18.07 Eligible employees will be advised of their accumulated sick leave credit days as of June 30th and December 31st of each year by means of a slip attached to their pay cheque.

18.08 Notification of Absence:

a) Day Shift: Where possible, the employee shall notify the Employer of their illness at least one (1) hour prior to the commencement of the shift.

b) Evening and Night Shifts: Where possible, the employee shall notify the Employer of their illness at least three (3) hours prior to the

commencement of the shift.

- 18.09 Part time employees shall not be covered by Article 18, or the holiday pay provisions in Article 15. In lieu of this benefit, part time employees shall be paid nine percent (9%) in lieu, above the appropriate rate in Schedule "A".
- 18.10 Notwithstanding the balance of Article 18, full-time employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:
- 18.01 (a)
 - 18.01 (b) EHC
 - 18.01 (c) Dental
 - 18.01 (d) Reduce life insurance by 50% to the equivalent of \$15,000
 - 18.03 Sick leave for the first ten (10) days of illness.

In any event, once an employee reaches age 70 and they continue to be employed they shall automatically be placed on the percentage-in-lieu as per Article 18.09 for all items now included in the payment.

ARTICLE 19 - CLASSIFICATION OF EMPLOYEES AND WAGES

- 19.01 Employees shall be classified and paid in accordance with the provisions set out in Schedule "A" forming part of this Agreement. Increments are payable at each anniversary date for Full-time employees, and for each 1950 past hours (or multiples thereof) for part-time employees, subject to Article 11.08.
- 19.02 The Employer shall pay salaries and wages every two (2) weeks by the end of the day shift on Thursday, in accordance with the Schedule outlined in Article 19.01 above. On each pay day, each employee shall be provided with an itemized statement of their wages, hours and deductions and the present pay period shall be maintained.
- 19.03 The principal of equal pay for equal work shall apply regardless of sex.
- 19.04 When an employee temporarily relieves in a higher-rated position within the bargaining unit for two continuous hours or more, they shall receive the rate applicable to the higher-rated position for the duration of the assignment. When an employee is temporarily assigned to a lower-rated position, their rate shall not be reduced.

- 19.05 Employees may, upon giving at least twenty-one (21) days' notice, receive on the last pay day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.
- 19.06 When an employee's regular day off is on pay day, or when on afternoon or night shift, they shall be given their cheque on the last shift worked.
- 19.07 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the 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 the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home 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 matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the 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 the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Home.

ARTICLE 20 - PENSION PLAN

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

- (a) “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; and
- iii) vacation pay.

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

“Eligible Employee” means full-time and part-time employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service.

- (b) Each Eligible Employee covered by this collective agreement shall contribute for each pay period an amount equal to 4% of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to 4% of applicable wages to the Plan.

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

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

- (e) 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.

For further specificity, the items required for each eligible employee by Article 20.01 (e) 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 Home
Termination date where 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.

- (f) 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 21 - GENERAL

- 21.01 Use of the male pronoun in this Agreement shall be read to include the female.
- 21.02 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and duties under it. For this reason, the Employer will arrange for a copy of the agreement for any bargaining unit member who requests a copy, and all new hires.
- 21.03 Proper accommodation shall continue to be provided for employees to have their meals and keep and change their clothes.
- 21.04 The Employer will provide for a uniform allowance of six cents (6¢) per hour, effective first full pay after April 1, 2016 seven cents (7¢) per hour, for all hours paid for all employees who have passed their probation.
- 21.05 The Employer shall provide a CUPE bulletin board in the present staff lounge for the access of all employees, and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees. Such notices shall be shown to the Employer prior to the posting.

- 21.06 Existing classifications shall not be eliminated or changed without prior discussion with the Union.
- 21.07 The parties agree that at present there is no normal retirement age in Ontario for workers in this facility. Should the law be amended, the newly amended law will apply at the time of its receiving Royal assent.

ARTICLE 22 - SHIFT PREMIUM

- 22.01 All employees shall receive a shift premium of thirty-five cents (35) for each hour worked on the afternoon or night shifts.
- 22.02 In addition to shift premium, a weekend premium of thirty-five cents (\$0.35) per hour will be paid on all hours worked from 12:01 a.m. on Saturday to midnight on Sunday.
- 22.03 Shift premium will not be paid for any hours in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate.
- 22.04 The Provisions of Article 22.01 will apply to employees who are called in on a shift on which they have not been regularly scheduled.

ARTICLE 23 - RETROACTIVITY

- 23.01 The Employer shall pay retroactivity in accordance with Schedule "A" hereto attached and forming part of this Agreement. If an employee has terminated their employment, the Employer shall advise the employee by notice, in writing, to the last known address on the records of the Employer, and the employee shall have thirty (30) days from the posting within which to claim any payment due to them, and failing claim for payment, the Employer shall not be further obligated for payment to such employee. Retroactivity shall be paid by separate cheque.

ARTICLE 24 - WORKPLACE SAFETY AND INSURANCE

24.01 Where an employee is absent due to illness or injury which is compensable by Workplace Safety and Insurance:

(a) The Employer shall pay its share of any and all health and welfare benefits for a period of twelve (12) months from the date of the commencement of such absence as provided for in Article 10.09.

(b) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of premiums to the Employer for each monthly period during the absence.

(c) An employee will not be eligible for paid holidays, vacation credits, sick leave, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by Workplace Safety and Insurance.

(d) An employee shall be credited with vacation credits and pay for the first twelve (12) months only.

(e) An employee absent from work in excess of six (6) months must give the Home one (1) week's written notice of ability to return to work. An employee absent from work in excess of eighteen (18) months, while on Workplace Safety and Insurance, shall be placed on lay-off and shall have access to the recall provisions of Article 11, provided they are capable of doing the work required.

(f) If an employee returns to work under the modified work program endorsed by the Workplace Safety and Insurance Board, such return to work shall be considered a continuation of the employee's current period on Workplace Safety and Insurance, from the date of injury.

(g) If an employee on the modified work program does not work on a Paid Holiday, such employee will be eligible to receive holiday pay, if they have worked 12 of the last 28 days. Pay shall be based on the average of hours worked in their working days during the immediately preceding two (2) bi-weekly pay periods.

(h) It is understood that where an employee is retained in a modified work program, the Employer may set their rate of pay in accordance with

their responsibilities and shall inform the Union of such rate. The Union will have fifteen (15) days to object to the rate as set. If, following an objection, no agreement on wage rate can be reached, the issue of the wage may be arbitrated.

Any decision made by the Arbitrator will be based on a comparison of the employee's duties and responsibilities with those of other employees in the Home.

24.02

The Union acknowledges that employees have obligations, and the Employer acknowledges that it has obligations in respect of the Early and Safe Return to Work and Labour Market Re-entry programs as may be set out from time to time by the Workplace Safety and Insurance Act and the Human Rights Code.

The Employer agrees that it will make reasonable efforts to provide modified duties to injured workers, understanding that the employee will fully cooperate in the design and implementation of a return-to-work plan.

ARTICLE 25 - TERM

25.01 This agreement shall remain in effect until March 31, 2024 and shall continue automatically thereafter during annual periods of one (1) year each unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.

DATED AT THIS DAY OF 2024.

GOOD SAMARITAN NURSING HOME

Michael Hylton
Michael Hylton (Sep 5, 2024 11:01 EDT)

Michael Hylton, CEO

Deirdre Britton
Deirdre Britton (Sep 5, 2024 10:59 EDT)

Deidre Britton, , RN
Administrator/Director of Care

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2250

Heather Rideout

Heather Rideout, National Representative

Lynn Melmore
Lynn Melmore (Aug 23, 2024 17:42 EDT)

Lynn Melmore, President

Dawn MacPherson
Dawn MacPherson (Aug 27, 2024 10:22 EDT)

Dawn MacPherson

Kim Smalley
Kim Smalley (Aug 23, 2024 19:02 EDT)

Kim Smalley

SCHEDULE A - WAGES

Classification	date	comments	start	1 year	2 years	3 years
RPN	01-Apr-21		25.81	26.41	26.84	27.18
	01-Apr-22	3.50%	26.71	27.33	27.78	28.13
	01-Apr-23	3.50%	27.65	28.29	28.75	29.12
	03-Apr-24	add 1.00	28.65	29.29	29.75	30.12
PSW (LTC)	01-Apr-21		21.24	21.69	22.12	22.49
	01-Apr-22		21.98	22.45	22.89	23.28
	21-Apr-22	add PWE 3.00	24.98	25.45	25.89	26.28
	01-Apr-23		25.86	26.34	26.80	27.20
Nurse's Aide	01-Apr-21		21.02	21.44	21.86	22.24
	01-Apr-22		21.76	22.19	22.63	23.02
	21-Apr-22	add PWE 3.00	24.76	25.19	25.63	26.02
	01-Apr-23		25.63	26.07	26.53	26.93
Activity Aide	01-Apr-21		21.02	21.44	21.86	22.24
	01-Apr-22		21.76	22.19	22.63	23.02
	01-Apr-23		22.52	22.97	23.42	23.83
Laundry/Dietary/Housekeeping Aide	01-Apr-21		20.32	20.83	21.36	21.72
	01-Apr-22		21.03	21.56	22.11	22.48
	01-Apr-23		21.77	22.31	22.88	23.27
Cook	01-Apr-21		22.16	22.64	23.24	23.52
	01-Apr-22		22.94	23.43	24.05	24.34
	01-Apr-23		23.74	24.25	24.90	25.20

GUEST ATTENDANT	01-Apr-21		15.16	16.11	16.59	16.84
	01-Apr-22		15.69	16.67	17.17	17.43
	01-Apr-23		16.24	17.26	17.77	18.04
PSW (Lodge)(PWE exempt)	01-Apr-21		21.24	21.69	22.12	22.49
	01-Apr-22		21.98	22.45	22.89	23.28
	01-Apr-23		22.75	23.23	23.70	24.09

The incumbent Housekeeper (as of June 7, 2017) will be green circled at their current rate and will receive the increases the other bargaining unit members receive.

At such time as the incumbent leaves, their replacement will be paid on the grid for the Guest Attendant.

LETTER OF UNDERSTANDING

BETWEEN:

GOOD SAMARITAN SENIORS COMPLEX

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 2250**

RE: MANDATORY ON-LINE TRAINING

The Employer will advise employees of the annual mandatory on-line training requirements on or before January 31st of each year.

Mandatory on-line training on HR downloads was due to be completed by all employees by September 30th in each year unless the Ministry of Health or designate directs otherwise.

All employees who have completed the training by the above date will be paid six (6) hours at their straight time regular wage. This payment will be made with a regular payroll in October.

If the Ministry or the body given authority over on-line training requires more training in a year than is covered by the above amount the parties will meet in labour management to discuss what increase, if any, will be made to the compensation level (hours of pay) provided.

Employees who fail to complete the training by September 30th will receive written correspondence regarding next steps and will have until October 31st to complete the training.

Employees who have not completed the training by October 31st in any year will be placed on unpaid leave until they have completed the training, unless excused by the Employer at its sole discretion.

When these staff have completed the training, they are entitled to payment as set out above in a subsequent pay period.

Dated at this day of 2024.

GOOD SAMARITAN NURSING HOME


CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 2250

Michael Hylton
Michael Hylton (Sep 5, 2024 11:01 EDT)

Michael Hylton, CEO

Deirdre Britton
Deirdre Britton (Sep 5, 2024 10:59 EDT)

Deidre Britton, , RN
Administrator/Director of Care



Heather Rideout, National Representative

Lynn Melmore
Lynn Melmore (Aug 23, 2024 17:42 EDT)

Lynn Melmore, President

Dawn MacPherson
Dawn MacPherson (Aug 27, 2024 10:22 EDT)

Dawn MacPherson

Kim Smalley
Kim Smalley (Aug 23, 2024 19:02 EDT)

Kim Smalley

APPENDIX "A"

Addendum to the Nursing Home Agreement setting out the application of provisions to the Retirement Lodge

The parties agree that the terms and conditions of the Nursing Home Agreement apply to employees of the Retirement Lodge except as amended below:

Article 1.01 RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for all RPN's, Guest Attendants, Activity Aides, Housekeepers and students save and except supervisors and persons above the rank of supervisor and Registered and Graduate Nurses at the Good Samaritan Retirement Lodge at Alliston Ontario.

Article 5.01 One union member from the Retirement Lodge will be added to the Labour Management Committee. The Retirement Lodge issues will be dealt with at the outset of each meeting, after which the Retirement Lodge member will leave the meeting.

SENIORITY AND SERVICE

11.01 Add the following Note:

Seniority lists shall be maintained for each facility. In the case of an employee who transfers from one facility to the other, their seniority shall transfer with them after they have completed the trial period. In no case will an employee lose seniority as a result of transferring between the two.

LAYOFF AND RECALL

Layoff shall be organized in each facility and shall apply to the facility in which the layoff is occurring.

In the event of a layoff the seniority list of the facility in which the layoff is occurring shall be used.

Article 11.02 Layoffs under the provisions of this Agreement shall include the reduction of daily or weekly hours of any full time or part time employee provided such reduction exceeds twenty-five percent (25%) of the employees regularly scheduled hours. Hours provided as a result of call-ins and other non-scheduled activities are not included in regular hours.

Notwithstanding the fact that the changes in hours above are not considered as a layoff the employer agrees to provide employees, and the union, with as much notice as possible of changes in hours of work.

Where an employee loses hours under paragraph one and occupancy or demands for service increase, the lost hours will be returned to the affected employee before another employee is hired.

Where an employee cannot bump another employee in the facility in which the layoff is occurring, and there is a vacant position in the other facility for which they have the necessary skill, ability, training and qualifications to do the work without training other than orientation, they shall be awarded the position with a trial period consistent with the trial period that applies to cross unit transfers.

SERVICE TRANSFERS BETWEEN THE TWO FACILITIES

When an employee transfers from one facility to the other, their service for purposes of vacation and sick leave transfers with them.

ARTICLE 12 – TRANSFERS AND PROMOTIONS

Job Postings in each facility will operate according to the language in either the collective agreement main body or the addendum.

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

quality of service.

Therefore, when applications are considered in the event of a job posting, the employee have the necessary skill, ability, qualifications, and the most senior from within the retirement home shall be awarded the job.

Where there are no applicants from within the retirement home with the necessary skill, ability, qualifications, applicants from the nursing home will be considered under the same criteria before outside applicants are considered.

Where a retirement home employee transfers to the nursing home, or where a nursing home employee transfers to the retirement home through the job posting procedure, they shall serve a trial period of three (3) months during which either the employee or the employer can determine that the employee shall return to their former position and status, without loss of seniority or service. All other movement resulting from the filling of the original posted position shall itself be reversed. In the event an employee is returned or chooses to return under the trial period they shall not be considered for another posting within the same classification in the "other" facility for a period of one year.

If an employee moves from one facility to another as a result of the job posting procedure (where there were no successful internal applicants from the facility into which they are transferring) their seniority will transfer with them after they have completed their trial period, but they will not, in any case lose seniority as a result of such transfer.

- 12.06 For the purposes of placement on the wage grid – employees with two or more years' service shall be placed at the one-year rate after the completion of the trial period when transferring between facilities.

ARTICLE 15 - PAID HOLIDAYS

- 15.08 The following as added: It is understood that the Christmas/New Years rotation pattern enjoyed by an employee who transfers from the nursing home to the retirement lodge cannot be guaranteed but will be maintained if it is possible without affecting the proper operation of the Retirement Lodge.

ARTICLE 16 – VACATIONS WITH PAY

Notwithstanding any other provisions, the employee will not be guaranteed the vacation they have scheduled in the facility from which they came, nor can they use their seniority to disrupt already approved vacation. It is understood that if the vacation can be granted without affecting the proper operation of the Retirement Lodge it will be.

ARTICLE 22 – SHIFT PREMIUM

22.01 This article becomes effective in the Retirement Lodge as of the first day of the pay period commencing after July 1, 2007.

22.02 This article will not apply in the retirement lodge. Nothing is intended to prevent either party from tabling a proposal on the application or amount of weekend premium in the retirement home in negotiations after the expiry of the renewal of the 2007 agreement.

COPE/491 DAK