

**COLLECTIVE AGREEMENT**

**Between**

**SUN PARLOR HOME FOR SENIOR CITIZENS**

**- And -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

**Effective: April 1, 2025 - March 31, 2028**

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## **ARTICLE 1 - MANAGEMENT RIGHTS**

- 1.01 The Union recognizes the Employer as a non-profit Corporation, which is supported by monies raised through taxes.
- 1.02 The Union acknowledges that it is the right of the Employer to hire, promote, demote, transfer, suspend, or otherwise discipline and discharge an employee for proper cause, provided that procedures contrary to this Agreement are not used and it is the right of the Union and/or employee to lodge a grievance in the manner and extent herein provided and to have it dealt with in accordance with the grievance procedure hereinafter detailed.
- 1.03 The Union recognizes the right of the Employer to operate and manage the said Sun Parlour Home in accordance with its obligations and in the interest of the residents thereof, and to the community at large and to make and alter from time to time rules and regulations to be obeyed by the employee, which rules and regulations shall not be inconsistent with the provisions of this Agreement. Such rules and regulations and any changes therein from time to time shall not be enforced by the Employer until they have been discussed with the Union and the reason for the change is explained. The change will be posted on the bulletin board normally used for this purpose for a period of at least one (1) week.

The Employer shall send to the Union copies of all rules, regulations and policies in force at Sun Parlor Home and, from time to time as they occur, any changes or amendments thereto.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

- 2.01 The Employer, or anyone authorized to act on its behalf, approves and recognizes the Canadian Union of Public Employees and its Local 860 as the exclusive bargaining agent for all its employees save and except the Administrator, Administrative Assistant, Director of Nursing, and Personal Care, Assistant Director of Nursing and Manager of Building Services, Manager of Food & Nutrition Services, Health and Safety/Staff Development Manager, Manager of Resident Services and Clinical Practice, Manager of Life Enrichment, Food Services Supervisor, Clinical Informatics Supervisor, Registered Nurses and Employees in Bargaining Units for which any Trade Union held bargaining rights as of July 1<sup>st</sup>, 1990, and hereby consents and agrees to negotiate with the Union, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 2.02 No employee shall be required or permitted to make any written or verbal agreement, which may conflict with the terms of the Collective Agreement.

Unless of a confidential, personal nature and dealing with subject matter not addressed in the Agreement, copies of written agreements between the employee and the Employer shall be forwarded to the Union.

- 2.03 In respect of employees covered by this Agreement, the Employer shall not recognize during the currency of the Agreement any other Bargaining agent in respect of any matters herein dealt with.

### **ARTICLE 3 – RELATIONSHIP**

- 3.01 All employees in the Bargaining Unit shall fall into one of the following definitions:

Full-time shall consist of those permanent employees who are employed on a regularly scheduled shift consisting of 160 hours (4 weeks) and a daily shift of eight (8) hours. Such permanent employees shall be entitled to all benefits and conditions of this Collective Agreement.

Part-time shall consist of those permanent employees who are employed to enable the efficient operation of the shift schedules posted from time to time providing days off for a Full-time employee or, to replace those employees in Full-time that are unable to work their regular shift as scheduled for any reason.

Temporary shall consist of an employee who has been hired from outside the Bargaining Unit as a Temporary employee to fill a temporary position. They shall receive those benefits and seniority which are provided to part-time employees. Upon becoming a permanent employee, they shall receive the appropriate benefits of the Collective Agreement. Temporary employees are hired with a start date and an end date. The term of the assignment shall not exceed one (1) year with the exception of a pregnancy/parental leave which shall be the term of the leave, not to exceed eighteen (18) months.

Students shall consist of employees as per the following definition and conditions. Students shall mean a person attending school, college or university on a full-time basis and who has indicated their intention to return to school.

Students will only be used during the summer months, March break and the period between December 10<sup>th</sup> and January 10<sup>th</sup> and only when no employees with acquired seniority have been laid off.

These Students shall not be scheduled for any hours more than Full-time or Part-time employees, nor shall they be called in until all other Part-time and Temporary employees have been given an opportunity to accept such hours. Students shall not accumulate seniority under this Collective Agreement, and shall not receive any benefits under this Agreement save and except statutory vacation and basic hospitalization coverage as required under the Employers Health Tax Legislation.

Any amendments to this Article shall be considered but changes will only occur if agreed by both parties.

**Benefits**

Vacation

Paid Holidays

Longevity Pay

Life Insurance

Pregnancy/Parental top up

**Part-time and Temporary Employees**

As per Article 18

As per Article 17

As per Article 21.04

As per Article 24.02

As per Article 27

- 3.02 All employees shall give their best effort at all times in performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. The Director of Nursing, the Assistant Director of Nursing, Managers and Supervisors will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at the time extend their fullest cooperation to one another, in order that the assigned work will be carried on efficiently and economically. The Union will not engage in Union activities during working hours unless provided for in the Agreement, or hold meetings at any time in the premises without the permission of the Administrator or designate. Such permission shall not be unreasonably withheld.
- 3.03 The Employer and the Union mutually agree, that no employee shall be in any manner discriminated against, coerced, restrained, or influenced, because of their race, sexual orientation, religious affiliation, national origin or non-membership in any labour organization or by reason of any activity or lack of activity in any labour organization, or because of any of the prohibited grounds under the Ontario Human Rights Code R.S.O. 1990.
- 3.04 The Employer and the Union recognize that this Agreement is subject to all Government regulations as they apply to employees and to the Employer.
- 3.05 To create harmonious relationships between the parties hereto, any problems confronting the Union and which are not likely to be the subject of a grievance shall be discussed with the Director of Nursing, Assistant Director of Nursing, Managers and Supervisors first, then the Administrator. If a settlement satisfactory to the Union is not reached, the Union may so inform, in writing, the Director, Human Resources for the County, who shall refer the matter to the Chief Administrative Officer for consideration and follow up with the Union within thirty (30) days as mutually agreed.
- 3.06 An employee may view the Employer's file on such employee at a mutually agreeable time upon written request to the Administrator.

## **ARTICLE 4 - CHECK OFF OF UNION DUES**

- 4.01 The Employer shall deduct monthly Union dues from all employees covered by this Agreement. Deductions shall be forwarded by electronic funds transfer to the National Secretary-Treasurer of CUPE **sometime around the** 10th day of the following month for which the dues were levied. This transfer shall be accompanied by a list of names, classifications and total hours worked of employees from whose wages the deductions have been made. The Employer further agrees that on the first remittance of each year it will provide the addresses names of those employees reported upon. A copy of such list shall be provided to the Secretary Treasurer of the Local Union. A three (3) dollar one-time deduction will be deducted from the employees first pay as their assessment fee and sent to CUPE National Secretary-Treasurer which would be included in the monthly remittance.
- 4.02 All employees covered by this Agreement shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment is to be made by payroll deductions, provided membership in the Union remains on a voluntary basis and is not a condition of employment.
- 4.03 At the same time that Income Tax (T4) slips are made available, **employees will be provided with access to their T4 slips which also indicate** the amount of union dues paid by each Union Member in the previous year.

## **ARTICLE 5 - NEW EMPLOYEES**

- 5.01 On commencing employment, the Employer shall introduce the new employee to the area Union Steward or Representative at an appropriate time.

The Employer shall at the time of orientation direct the new employee to the list of current Executive Members as updated and prepared by the Union on County Connect. The employer shall also make available to new employees a copy of the current Collective Agreement **upon request**.

## **ARTICLE 6 - CORRESPONDENCE**

- 6.01 Unless otherwise specified in the Collective Agreement, all correspondence between the parties arising out of this Agreement or incident thereof shall pass to and from the Administrator and the author of the correspondence with a copy to the Secretary of the Union, whose name and address from time to time shall be forwarded to the Employer. As a general practice, the Employer will also send copies of such correspondence to the President of the Union, the National Representative of CUPE and the Director, Human Resources.

## **ARTICLE 7 - UNION REPRESENTATION**

7.01 Any duly appointed representative of the Union, in the employ of the Employer, shall have the privilege of attending meetings for the purpose of dealing with a complaint or grievance (Three (3) Union Officers) or the negotiation (full executive) of a new Agreement held within working hours without loss of remuneration, provided such employee first obtains permission from the Administrator. The Union is limited to three representatives at meeting(s). Such permission shall not be unreasonably withheld.

### **7.02 Right of Fair Representation**

- (a) The Union shall have the right at any time to have the assistance of representatives of The Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such representative(s), advisor(s) shall have reasonable access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.
- (b) Members of the Bargaining Unit shall have the right to Union representation from within the Bargaining Unit in any dealings with the Employer that may result in disciplinary action being taken against the employee. It is understood and agreed that the right to Union representation shall not be exercised during the usual or routine non-disciplinary discussions between supervisors and members of the Bargaining Unit.
- (c) Prior to discussions of a disciplinary nature with the Employer, the Union shall be notified no less than one-half (1/2) hour of the nature of the meeting or as soon as practicable to do so.
- (d) Unless otherwise specified, if a member of the Bargaining Unit is required to be in attendance in a meeting with the Employer as provided in this Agreement and such attendance is outside of the employee's regular hours, then such employee(s) shall be entitled to time off equivalent to the amount of time in such meeting which was outside the employee's regular hours at a time suitable to the employee. Such time off shall be with pay. Part-time employees shall be paid at their regular rate of pay for the hours in attendance.

## **ARTICLE 8 – LABOUR MANAGEMENT**

### **8.01 Establishment of Labour Management Committee**

A Labour Management Committee shall be established consisting of three (3) representatives of the Union, with one (1) alternate who shall only attend if

needed to replace the full-time representatives, and also consisting of three (3) representatives of the Employer, one (1) of whom shall be the Administrator of the Home or designate. The number of representatives may be greater than noted above if by mutual agreement. The Committee shall enjoy the full support of both parties in the interest of improved service to the residents, and job security for the employees.

#### 8.02 **Function of the Committee**

The Committee shall develop a mandate for its continued consideration, which shall include:

- 1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- 2) Reviewing suggestions from employees, questions or working conditions and service (but not grievances concerned with service).
- 3) Correcting conditions causing grievances and misunderstandings.
- 4) Other items, from time to time, which are felt to be appropriate by a majority of the Committee members subject to Article 8.06.

#### 8.03 **Meetings of Committee**

The Committee shall meet as necessary but not more than once a month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

#### 8.04 **Chairperson of the Meeting**

An employer and Union representative shall be designated as chairpersons and shall alternate in presiding over meetings. Chairperson will have voice and vote.

#### 8.05 **Minutes of Meeting**

Minutes of each meeting of the Committee shall be prepared by the Chairperson as promptly as possible after the close of the meeting. All members of the Committee shall each receive a copy of the minutes within one (1) week following the meeting. The minutes shall be typed and distributed by the Employer. Following distribution of the minutes to the Committee Members said minutes shall be posted appropriately.

## 8.06 **Jurisdiction of the Committee**

The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining, including the administration of the Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 9 - SENIORITY**

9.01 Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer and the Home prior to certification or recognition of the Union. Except as otherwise provided in Article 11.04(a), seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay-off, permanent reduction of the work force and recall from lay-off. Seniority, unless otherwise specified, shall operate on a Bargaining-Unit-Wide basis.

### 9.02 **Seniority List**

The Employer shall maintain a seniority list showing the current classification and seniority date of each employee. Seniority dates for Full-time employees, subject to the provisions of the Article and unless having been employed as a Temporary or Part-time employee or in a supervisory position, shall be their original date of hire.

An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards in January and July of each year.

Unless otherwise provided in the collective agreement, the seniority lists posted in January and July shall govern how employees are scheduled, called in, **awarded job postings** and provided vacation preference.

### 9.03 **Calculation of Seniority**

- (a) Except as otherwise provided for in this agreement, it is understood that overall bargaining unit wide seniority shall not be lost as a result of transfers, promotions or demotions within the bargaining unit.
- (b) Part time and Temporary employees' seniority date shall be based on 1850 hours being equal to one year's seniority.
- (c) Should an employee move to or from full time positions, an employee's seniority date shall, in such circumstances, be calculated and adjusted

from any period of time spent in a part-time position on the prorated basis of 1850 hours being equal to one (1) year of seniority.

- (d) If it is necessary as a result of lay-off to transfer an employee from one department to another, the employee shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the Department to which they transferred.
- (e) Departmental seniority shall only be used to determine preference or priority for vacations, and call-ins within a department. For the purpose of this article RPN's and Personal Support Workers/PSWs shall be treated separately from each other.
- (f) Both parties agree that when a temporary employee has completed the temporary assignment, and the employer rehires that employee within thirty (30) calendar days, their entitlement to seniority that was created as a result of the previous assignment shall be retained and continue to accumulate from the new hire date forward.

#### 9.04 **Seniority for New Employees**

- (a) Full-time employees shall be regarded as probationary employees for the first six (6) calendar months continuous employment. At the expiration of said time they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by for a period of more than two (2) weeks. In cases where the continuous employment has been broken as above, the probationary period of six (6) months shall resume.
- (b)
  - (i) Part-time permanent and Temporary employees shall be regarded as probationary employees for the first 720 hours. At the expiration of said time, they shall be placed on the seniority list dating from the first day of their employment provided that continuous employment shall not be broken by absence for a period of more than two (2) weeks.
  - (ii) The Employer will do a review of the probationary employee at mid-point through the probationary period.  
  
The Union will be notified of the review.
- (c) Employees who have completed their probationary period as stated above, shall not be required to complete a second probation in the case of job transfer or job posting.

9.05 **Loss of Seniority**

An employee shall lose all seniority and employment shall be deemed terminated if the employee:

- (a) **voluntarily quits the employ of the Employer;**
- (b) is discharged for just cause and is not reinstated pursuant to the terms of this Agreement;
- (c) is absent from work without leave of absence for more than three (3) consecutive days, **without providing a** reasonable justification for such absence;
- (d) fails to report for work within two (2) calendar days after being notified by registered mail, provided that no employee shall fail to lose their seniority or employment if failure to report to work when called is caused by sickness or accident substantiated by a Health Professional's Certificate which shall be provided upon return to work;
- (e) is laid off for a period of more than thirty-six (36) months.
- (f) during a leave of absence is employed in another manner without prior permission.

9.06 **Seniority During Transfers to Supervisory Positions and Within Bargaining Unit**

- (a) The selections or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. Any employee transferred to a supervisory position and subsequently transferred back to a position within the Bargaining Unit shall be credited with accumulated seniority to a maximum of twelve (12) months of the time spent in the supervisory position for the purpose of vacation preference and postings within the Bargaining Unit.
- (b) Subject to Article 11 when an employee is the successful applicant for a job posting from one department to another within the Bargaining Unit they shall be governed by departmental seniority, so that an employee so transferred shall begin to accumulate seniority for the purposes of such department from the date of transfer thereto but shall retain his overall seniority within the Bargaining Unit for all other purposes within the scope of this Agreement.
- (c) Notwithstanding anything contained herein, transfer of employees from one department to another within the Bargaining Unit due to layoff shall be

governed by their overall seniority within the Bargaining Unit and the employees shall be allowed to carry their overall seniority within the Bargaining Unit to count as their seniority within the department to which they transferred.

## **ARTICLE 10 - LAY-OFF AND REHIRING**

10.01 A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

### **10.02 Notice of Lay-off**

In the event of a lay-off, the following notice period shall apply:

- (a) Employees with less than three (3) years seniority shall be provided with two (2) weeks notice in writing or two (2) weeks pay in lieu of such notice.
- (b) Employees with three (3) years seniority shall be provided with four (4) weeks notice in writing or four (4) weeks pay in lieu of such notice.
- (c) Employees with more than eight (8) years seniority shall be provided with eight (8) weeks notice in writing or eight (8) weeks pay in lieu of such notice.
- (d) In all cases, pay in lieu of notice of lay-off shall be considered and calculated on the basis of a regular non-overtime work week of the affected employee, or such longer period or pay as may be required by the Employment Standards Act as amended from time to time.
- (e) In the case of an undetermined leave due to accident or illness, such temporary replacement shall be given notice of the termination of their employment of not less than the length of notice received by the Employer of the intended return of the employee on such leave.

10.03 (a) Provided that an employee has acquired seniority, the last employee hired shall, in the case of lay-off, be the first laid off and the last employee laid off shall be the first rehired. No new employee will be hired until those laid off have been given an opportunity of re-employment. In the event of a lay-off, if an employee is transferred from one department to another within the Home, such employee shall be credited with one hundred (100) percent of the seniority accumulated by him/her in accordance with the terms of the Agreement.

(b) **Lay-off Procedures**

In the event of a lay-off as defined in this Agreement, the Employer shall identify the position/classification to be eliminated or reduced, and advise the affected employee(s) of their options pursuant to this provision, and subsequently affected employees shall also be advised of options.

**Option 1:** The affected employee can transfer into any position/classification held by an employee with less seniority provided they have the skill, ability, and competence to perform the necessary work.

**Option 2:** The employee can accept lay-off subject to recall rights for a period of thirty-six (36) months as provided for in the Collective Agreement.

(c) As a result of the lay-off procedure, the employee shall be placed on the grid scale for that position, at the rate closest to their current rate as of the effective date of transfer.

(d) Upon receipt of a notice of lay-off and advice of options, an employee shall be afforded three (3) working days in which to advise the Employer of their decision.

10.04 Where a Full-time employee transfers to a Part-time position as a result of their option, there shall be a reduction in the number of Part-time employees within the affected department.

10.05 No Temporary or Student employees shall be hired while Full-time or Part-time employees are laid off provided those on lay-off are qualified to do the work required.

10.06 Full-time employees who transfer to Part-time positions shall be placed on the top of the part-time schedule and receive their maximum fifteen (15) shifts scheduled if available. When no other Part-time or Temporary employee is available under Article 15.07 (a), the employee affected by the lay-off shall be offered the call-in. They shall not exceed a maximum of 20 shifts, including call-ins.

10.07 When any vacancy occurs within a job classification, and there is no employee in that classification laid-off, the job shall be posted in accordance with Article 11, Promotion and Staff Changes.

When a vacancy occurs in a job classification and any employee in the classification/relationship has been laid-off, they shall have recall rights in accordance with Article 10, Lay-off and Rehiring.

## 10.08 **Recall**

- (a) All notices of recall shall be in writing and sent registered mail with a copy sent to the Union.

An employee issued a Notice of Recall will have three (3) consecutive days from receipt of notice to respond to the notice.

- (b) An employee in lay-off position will be recalled by seniority:
  - (i) Within the classification
  - (ii) Within the department
  - (iii) Within the building
- (c) If a full-time position becomes available in a department, where employees are affected by a layoff, that position will be canvassed within that department. At the conclusion of the canvassing process, notices of recall shall be issued in accordance with the Collective Agreement.
- (d) It is understood that if the employee on lay-off does not accept recall within the classification from which they were laid off, that such employee has forfeited any other recall rights, unless satisfactory proof is submitted to the employer that he or she cannot return for reasons of illness/disability.
- (e) In all cases, it is understood that the employee must have the skill, ability and competence to perform the work.

## **ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

- 11.01 (a) When a vacancy does occur or a new position is created within the Bargaining Unit, the Employer shall notify the Union in writing and post notice of the position on the bulletin board and County Connect for a period of six working days for the purpose of permitting any member of the Bargaining Unit to make an application thereof.

If the Employer is aware of an upcoming vacancy or new position, and if practicable to do so, shall post such position no earlier than fifty-six (56) days and no later than thirty (30) days prior to date when the position will be open.

The application will be submitted in writing to the Department Head. Except in extenuating circumstances, any employee who wishes to withdraw from a posting shall do so in writing prior to the closing of the posting. The successful applicant will be notified in writing and the name

of the successful applicant shall be posted within three (3) days after termination of the posting.

(b) **Job Posting Information**

Such notice shall contain the following information: date and time of posting, date and time posting closes, effective date, nature of position, qualifications, required knowledge and education, skills, department area/location, shift and wage rate. Reference to area or location shall be for clarification purposes only and shall not restrict the ability to transfer as work requires subject to other provisions in this Agreement. Such qualifications and requirements shall be those necessary to perform the job function and which have been agreed upon by the Joint Job Evaluation Committee and contained in the current Job Description

11.02 (a) In making staff changes and promotions, appointment shall be made of the applicant with the greatest seniority having required qualifications, skill and competence.

(b) The successful applicant on a job posting shall assume the schedule of the new position as it pertains to scheduled days off.

11.03 No outside applications shall be considered until after the termination date of the posting.

11.04 (a) In making emergency transfers to cover any period of less than thirty (30) days, the employee with the least seniority in the Department from which transfer is to be made may be transferred provided that, in the opinion of the Department Head and/or Administrator, the employee to be transferred has sufficient skill and competence to perform the job in question.

(b) (i) A temporary position shall be posted for the purpose of replacing permanent employees absent on pregnancy/parental leave or other approved leave of absence. Employees working in a temporary position shall work the regular schedule that the absent employee would work. The temporary position shall not end until the permanent employee returns to active employment or twelve (12) months, or whichever comes first **with the exception of a pregnancy/parental leave which shall be the term of the leave, not to exceed eighteen (18) months.** If the employee does not return, the job shall be posted.

(ii) If the permanent employee goes off again within twenty-one (21) days for the same injury/illness the person that filled the position originally on a temporary basis would be offered the position again.

- (iii) If the permanent employee returns once a schedule has already commenced, the employee that was working in the temporary full-time position will be given the option to work twenty (20) shifts on a call-in basis in order of seniority.
- (c) A permanent employee in a temporary position may not bid on or be awarded another temporary position unless one of the following applies:
  - (i) The employee has completed or will have completed their term in the present position prior to the starting date of the new position; or
  - (ii) A temporary part-time employee is applying for a temporary full-time position; or
  - (iii) An employee in a temporary position is applying for a temporary position of higher rank.
- (d) Except in circumstances where the employee is absent due to a short-term illness of less than three (3) days, approved vacation or bereavement leave, any employee who applies for a temporary job posting must be available to commence work on the effective date to be deemed the successful applicant under Article 11.02 (a).
- (e) If the successful candidate of a temporary position is off due to illness or injury when that employee returns, they shall resume the temporary posting for the remaining duration or until the permanent employee returns, whichever is sooner.
- (f) In the circumstances whereby, an employee is absent for 24 months or more, and the prognosis is one that would indicate that the absence shall be of greater duration, the vacancy created shall be posted as a permanent position and should the permanent employee return to work, they shall have access to their former position through the exercise of their seniority rights and reclaim their position.

It is further understood that the following procedure will be followed:

- 1) The first/original position, and all subsequent positions in the chain, originating from the vacant position, were posted as permanent positions after a period of 24 months.
- 2) Each employee awarded a job posting as noted, is deemed to be the permanent employee to be considered in these circumstances.
- 3) At the point of return to work of the original employee, each employee who posted into the first and all subsequent permanent positions, shall be returned back to their previous permanent position, displacing the current permanent employee.

- 4) If one of these employees, after securing one such permanent position as noted, - subsequently posts into a further permanent position, they will not be considered the current permanent employee, but rather their successor would be the current permanent employee affected by this process.
- 5) Further, if one of the employees, after securing one such permanent position as noted, subsequently posts into a position, however on a temporary basis only, then such employee is still deemed to be the current permanent employee. In such event, such employee will be allowed to complete the duration of their current temporary position before returning and displacing to their previous permanent position.
- 6) During the timeframe of the temporary position, a job posting to replace such vacancy will be exercised.

11.05 The Employer shall provide time off with pay, if necessary, for any employee required to write exams in any course that has been previously approved by the Manager, Supervisor and/or Administrator, which will result in improving the employee's ability to perform their job with the Employer.

11.06 **Trial Period**

The successful applicant shall be notified in writing and the name of the successful applicant shall be posted within three (3) days following the end of the posting period. If changing classifications, they will be given a trial period of thirty (30) shifts, during which time they will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of thirty (30) shifts exclusive of vacation or approved leaves. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable or unwilling to continue to perform the duties of the new job classification, they shall be returned to their former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Transfer of employees back to their original position, from within the department shall occur not more than two (2) weeks from notice being given to the employer.

Transfer of employees back to their original position, from one department to another shall occur not more than four (4) weeks from notice being given to the employer.

The above trial period shall not be applicable to any employees moving from a full-time position to a part-time position, unless mutually agreed between the parties to this Collective Agreement. The trial period shall not be applicable in cases where the employee was previously in the job classification as per schedule "B" for 6 or more continuous months within the past 48 months, unless there is a substantial change in the position.

#### **11.07 Notification to Employee and Union**

The Employer shall provide a full explanation and notification of any shortcomings in their qualifications to all senior applicants who have been denied the job posting **when requested**. The Union shall be notified of all promotions, demotions, hirings, lay-offs, transfers, recalls, resignations, retirements, deaths or other terminations of employment.

#### **11.08 Changes in Classification**

- (a) The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change substantially. Where the Union and/or an employee feels a job, which has changed substantially is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to Article 11.08(b).
- (b) In order to ensure the appropriate classification of jobs listed under Schedule "B" of the Collective Agreement, the parties agree that matters related to the classification of new jobs and reclassification of existing jobs shall be dealt with in accordance with the Job evaluation Terms of Reference which forms part of this Collective Agreement.

If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and/or arbitration for determination. The new rate shall become effective at the time the new position was first filled by the employee or the date of change in job duties or if not mutually agreed upon, then the date upon which a grievance was filed if the grievance is successful.

- (c) Every employee covered by this Agreement will be classified in accordance with a job title, and a wage classification within that job title as set forth in Schedule B. All affected employees shall be entitled to all rights as stipulated in Article 10.

**11.09** Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

12.02 No grievance shall be considered where the circumstances giving rise to it occurred or originated more than ten (10) calendar days before the filing of the grievance.

12.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

(a) **Step 1**

It is understood that prior to a grievance being submitted, the affected employee and/or the Union shall discuss the complaint with the Director of Nursing, Assistant Director of Nursing, Manager and Supervisor who shall have an opportunity to adjust the complaint. Failing resolve with the Director of Nursing, Assistant Director of Nursing, Manager and Supervisor the grievance shall be submitted at Step 2.

(b) **Step 2**

The aggrieved employee shall submit their grievance in writing to the Union Grievance Committee. The Union Grievance Committee may then present the grievance in writing to the Administrator. If a settlement satisfactory to the employee and/or the Union Grievance Committee is not reached within five (5) working days, excluding Saturday, Sunday and Statutory holidays, or any longer period which may be mutually agreed upon, the grievance may be presented at Step 3.

(c) **Step 3**

The Union Grievance Committee, after having completed the procedure set forth in Step (b) hereof, may then present the grievance to the Chief Administrative Officer for the County who shall conduct a meeting within ten (10) working days of the receipt of request from the Union. At this step the aggrieved employee may be accompanied by a representative of the Union if their presence is requested by either party.

(d) If final settlement of the grievance is not completed within seven (7) calendar days after the Step 3 meeting between the Union Grievance Committee and the Chief Administrative Officer, and if the grievance is one which concerns the interpretation of alleged violation of the Agreement, the grievance may be referred by either party to the Board of

Arbitration as provided herein at any time within twenty-one (21) days thereafter, but not later.

- 12.04 Replies to grievances shall be in writing at all times.
- 12.05 Grievances settled satisfactorily within the time allowed shall date from the time that the grievance was filed.
- 12.06 The Employer shall supply the necessary facilities for the grievance meetings.
- 12.07 (a) Where dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, such a question or grievance shall be directly submitted to the Chief Administrative Officer at Step 3 with a copy to the Administrator for consideration and any prior steps of the Grievance Procedure may be bypassed.
- (b) When a termination occurs, the grievance will be submitted directly to the Chief Administrative Officer as a Step 3 grievance with a copy to the Administrator.
- 12.08 The time limits set forth in the Grievance Procedure may be extended at any time upon the mutual agreement of the Employer and the Union.
- 12.09 **Mediation**
- (1) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration, Article 12.03(c). Where the matter is so referred, the mediation process shall take place before the matter is referred to arbitration.
  - (2) Grievance mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
  - (3) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.
  - (4) The parties shall agree on a Mediator.
  - (5) Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.

- (6) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (7) The Mediator will have the authority to meet separately with either party.
- (8) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the Collective Agreement. In the event that a grievance, which has been mediated, subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator, nothing said or done by the Mediator may be referred to Arbitration.
- (9) The Union and Employer will share the cost of the Mediator, if any.

## **ARTICLE 13 - ARBITRATION**

### **13.01 Arbitration**

Both parties to this Agreement agree that any dispute or grievance concerning the interpretation or alleged violation of the Agreement, which has been properly carried through all the steps of the grievance procedure outlined in Article 12 above and which has not been settled, will be referred to the Board of Arbitration or a Sole Arbitrator at the request of either of the parties hereto.

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement. Within five (5) days thereafter each party shall notify the other party of the name and address of its Nominee, if a Board of Arbitration is requested, or if a Sole Arbitrator is requested the party submitting the grievance to arbitration shall forward names of arbitrators for consideration to the other party.

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a Chairman within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party and the said Minister shall nominate a Chairman.

### **13.02 Who may be an Arbitrator**

No person shall be selected as a member of an Arbitration Board who:

- (a) is acting, or has within a period of six (6) months preceding the date of his appointment acted in the capacity of solicitor, legal advisor, counsel, or paid agent of either of the parties;
- (b) has any pecuniary interest in the matters referred to the Board.

### 13.03 **Board Procedure**

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.

### 13.04 **Decision of the Board**

The decision of the Board of Arbitration or Arbitrator shall be final and binding on all parties, but in no event shall the Board of Arbitration or Arbitrator have power to alter, modify, or amend this Agreement in any respect. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and is binding upon all parties thereto.

### 13.05 **Expenses of the Board**

Each party shall pay:

- (a) the fee and expenses of the nominee it appoints in Board hearing;
- (b) one-half of the fees and expenses of the Chairman.

### 13.06 **Amending of Time Limits**

The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.

### 13.07 **Witness**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and other witnesses. All reasonable arrangements will be made to permit the conferring parties or the Arbitrator(s) to have access to any part of the Employer's premises to view any working conditions, which may be relevant to the settlement of the grievance.

## **ARTICLE 14 - DISCIPLINE AND DISCHARGE**

### 14.01 **Progressive Discipline**

Normally disciplinary procedures for repeated offences shall be listed below. Discipline for first or subsequent offences may start at a level beyond "verbal warning" depending on the severity of the offence.

- (a) verbal warning
- (b) written warning
- (c) one (1) day suspension, thereafter further suspension and/or discharge, as warranted by the circumstances.

- 14.02 (a) Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority rating, and shall be compensated for all time lost at the rate equal to their normal earnings during the pay period next proceeding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration if the matter is referred to such a Board.
- (b) The Employer must act on the discipline within ten (10) days of the occurrence becoming made known to the Administrator or designate or such longer time as mutually agreed upon by the parties.
- 14.03 The record of an employee shall not be used against them at any time after eighteen (18) months following the incident. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.

14.04 **Personnel Records**

An employee shall have the right to have access to and review their personnel file upon obtaining permission from the Home Administrator or designate. Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure and the eventual resolution thereof shall become part of the employee's record.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. An employee shall have the right to make copies of any material contained in their personnel record.

14.05 **Right to have a Steward Present**

An employee shall have the right to have their Union Representative present at any discussion with -the Director of Nursing, Assistant Director of Nursing, Manager or Supervisor. The Director of Nursing, Assistant Director of Nursing, Manager or Supervisor or Union Representative shall so notify the employee in advance of the purpose of the meeting.

Prior to discussions of a disciplinary nature with the Employer, the Union shall be notified no less than one-half (½) hour of the nature of the meeting or as soon as practicable to do so.

## ARTICLE 15 - HOURS OF WORK

### 15.01 Working Schedule

- (a) It is understood and agreed that as the Home is operated twenty-four (24) hours a day seven (7) days a week, it is necessary that the employees, save and except the office and clerical employees, work according to a shift schedule. The Employer agrees that such shift schedules shall be prepared and posted by the Department Head, Director of Nursing, Assistant Director of Nursing, Manager or Supervisor or Union at least seven (7) calendar days prior to such schedule becoming effective. In addition, the Christmas, New Year's work schedule shall be posted no later than November 15th of each year. To ensure the validity of the Christmas/New Year schedule(s), no temporary transfers as a result of Postings shall occur from November 1<sup>st</sup> up to and including the Christmas/New Year schedule(s).
- (b) The work schedules of all Full-time employees shall consist of one hundred and sixty (160) hours in a shift schedule four (4) weeks, and the daily shift of each such employee shall consist of eight (8) hours, including thirty (30) minutes for lunch.
- (c) The work schedule for all Full-time office and clerical employees shall be seven and one-half (7 ½) hours per day with an unpaid lunch, Monday to Friday inclusive.
- (d) The work schedules for Part-time employees shall be made on the basis of seniority with the greater seniority employees receiving first available work.
- (e) Subject to Article 15.07, if an employee refuses a call-in after three (3) consecutive days off, provided the employee is not on vacation or on an approved leave, then the refused shift shall be considered a shift worked.
- (f) Notwithstanding overtime call-ins, no Part-time employee shall be permitted to work more than fifteen (15) working days in any one shift schedule. No Temporary employee shall be permitted to work more than the aforesaid twelve (12) month period **with the exception of a pregnancy/parental leave which shall be the term of the leave, not to exceed eighteen (18) months**. Should any Part-time employee exceed the said fifteen (15) working days or any Temporary employee exceed the twelve (12) month period without agreement between the Union Executive and Management, they shall automatically become a Full-time employee.

## 15.02 **Minimum Hours**

At no other time than on an employee's scheduled shift change or in the case of an emergency shall they be required to work more than eight (8) hour in the case of full-time employees, in a twenty-four (24) hour period, or more than seven and one-half (7 ½) in the case of Office and Clerical employees in any twenty-four (24) hour period.

Notwithstanding the above, where an employee has been scheduled a shift, and a call-in becomes available which would normally result in overtime by applying the twenty-four (24) hour rule, overtime shall be exempt if the call-in overlaps the previous scheduled shift by two (2) hours or less and is not one of continuous hours. If the employee works beyond the two (2) hours, overtime shall be paid for all hours worked in accordance with the terms of the Collective Agreement.

## 15.03 **Break Period**

All employees shall be permitted two (2) fifteen (15) minute rest periods with a choice of tea, coffee, milk or juice in designated staff areas. One (1) rest period shall be taken in the first half of the shift and the other rest period shall be taken in the second half of the shift.

- 15.04 (a) The number of positions on alternating shifts shall not exceed the present complement unless mutually agreed upon.
- (b) No shift shall be less than four (4) consecutive hours in duration.
- (c) No employee shall be scheduled to work less than four (4) consecutive hours.
- (d) There shall be no split shifts.
- (e) Employees shall not be scheduled to work more than six (6) consecutive days.

## 15.05 **Call Back Pay Guarantee**

An employee who is called in and required to work outside their regular working hours shall be paid for a minimum of four (4) hours at overtime rates whenever there is a break between the employee's regularly scheduled hours and the work the employee is called to do. When the work called back for is completed, the employee shall be allowed to leave. Time earned on a call back may be compensated with time off in lieu at the rate of time-and-one-half provided approval of the Department Head has been obtained.

15.06 When a conversion from Standard Time to Daylight Saving Time, or Daylight-Saving Time to Standard Time occurs, employees working the duty shift during which the conversion occurs will be paid for all hours actually worked. Where the number of hours actually worked exceeds eight (8), those hours in excess will be paid at the appropriate overtime rate.

15.07 (a) **Call In, Start of Shift**

Employees called in for emergency replacement purposes which may result in the employee arriving late for the start of the shift, shall be paid for the full shift, provided said employee reports for work within one (1) hour from the time they are called. If the employee does not report as stated above, they may be required to work into the next shift to make up the time.

(b) **Call In, Mid Shift**

Employees called in for emergency replacement purposes after the shift has already commenced shall be paid from the time of the call-in provided said employee reports for work within one (1) hour from the time they are called. If the employee does not report as stated above, they shall only be paid for actual hours worked.

(c) **Call Ins for Part-time Staff**

Part-time employees shall be called to replace employees on a scheduled shift, when required, on the basis of departmental seniority; save and except the RPN and Personal Support Worker/PSW classifications, which shall be deemed separate for the purpose of the clause.

Part-time employees shall not be unjustly disciplined for not accepting shifts or call-ins over and above those for which they have been scheduled to work. No employee shall be required to work more than six (6) consecutive days. Except for vacation or approved leaves as specified in this Agreement, an employee shall not be able to refuse call-ins for more than four (4) days in any given work schedule.

Part-time employees will be given the opportunity to make up for lost emergency leave and/or sick time by being called in based on their departmental seniority within their current schedule.

(d) **Cancellation of Scheduled Shift**

In the case of the Employer cancelling shifts, it shall be done on the basis that the least senior employee called in on that shift shall be the first employee's shift cancelled. Should the Employer not attempt to provide

notice to the affected employee at least two (2) hours prior to the beginning of the shift, they shall receive four (4) hours pay at the appropriate rate.

(e) **Missed Call in Shift**

A make-up shift, defined as a shift where the employee is an extra staff member, either on an assigned unit or on an assigned task/project, will be offered to an employee that has been overlooked for a call-in shift. The shift offered will be available in the current posted schedule, and at the employee's preference. If the replacement shift is not possible to accommodate on the current schedule, the employee will select a preferred date in the next posted schedule only. The replacement shift will be mutually agreed upon by the employee and the Director of Nursing, Assistant Director of Nursing, Manager, Supervisor, and shall be paid at the rate of pay of the original missed shift. The missed shift shall be recognized for seniority purposes only and Article 15.01 may not be utilized. If the shift is granted in the next schedule, the employee may exceed 15 shifts without the 16<sup>th</sup> shift being paid at overtime or requiring that the part-time employee be deemed full-time. This will serve as full restitution for the erroneous call-in and the employee has been made whole.

- 15.08 The Employer agrees to provide two (2) weekends off in each four (4) week schedule for part time employees with alternating weekends off; except where a request is made to change by an employee or the Union which is in accordance with the Terms of the Collective Agreement or in the case of a job posting or the Christmas or New Year's Holiday.

The exception to this will be the Service Departments, who shall be scheduled to have every third weekend off. Amendment to the normal schedule may be granted by management subject to the nature of the request along with reasonable notice; however, at all times proper staffing at the home shall be the determining factor.

- 15.09 The Employer agrees to provide two (2) weekends off in each four (4) week schedule for Full-time employees with alternating weekends off, except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's holidays.

The Full-time charge employees [(laundry (1), housekeeping (1), **maintenance (1)**), will be scheduled to work one (1) weekend in the four (4) week schedule. The weekend off will remain as the same set weekend every schedule.

15.10 All employees will be entitled to one (1) shift giveaway in each posted schedule (four-week period). Such giveaways shall not result in any additional cost to the Employer.

## **ARTICLE 16 - OVERTIME**

16.01 Overtime shall be paid at the rate of time-and-one-half for all authorized hours or portion thereof, worked beyond the normal workday and/or work week, as set out in Article 15.01 of this Agreement and verified by the Director of Nursing, Assistant Director of Nursing, Manager, or Supervisor. Although it is not the intention of the Employer to work a shift short, the Union recognizes and agrees that there are times when it will be necessary for this to occur.

16.02 Instead of payment for overtime, an employee may choose to receive time off at the overtime rate at a time mutually agreed upon between the employee and Employer. Such agreement shall not be unreasonably withheld.

This provision shall not apply to part-time or term part-time employees as defined in Article 3 as Part Time or Temporary employees. Furthermore, the provision above will apply to any part-time employee that is in a temporary full-time position. The lieu bank will then be cashed out when the employee leaves the temporary full-time position.

Overtime shall be offered to the most senior employee who possesses the necessary skill and competence to perform the job in question first within the Classification and then within the Department.

No employee shall be permitted to work more than sixteen (16) consecutive hours in a twenty-four (24) hour period in an overtime situation

16.03 In order to ease the workload of the oncoming shift in a short-staffed situation, or a situation where the replacement staff is not able to arrive within 30 minutes of the start of the shift, overtime will be offered for a one-hour time limit on a volunteer basis to staff who remain in the building.

## **ARTICLE 17 - HOLIDAYS**

17.01 (a) All employees shall be entitled to the following holidays or any other day proclaimed to be a holiday by the Federal or Provincial Government:

Good Friday	Thanksgiving Day	Civic Holiday
Easter Monday	Victoria Day	Canada Day
Labour Day	Remembrance Day	Christmas Day
Boxing Day	New Year's Day	
Family Day	National Day for Truth and Reconciliation	

In addition to the above, all full-time employees shall receive a Floating Day. Such day shall be granted on a first-come-first-serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time throughout the year.

Part-time Employees shall have their entitlement for and payments of the holidays (13) listed in this article established in accordance with the Employment Standards Act formula.

**Part time employees shall receive one (1) float day, such day shall be granted on a first come first serve basis upon a request being submitted at least fourteen (14) calendar days in advance of the requested date at any time throughout the year. The float day is not accumulative. The calculation for the float day will be based on the ESA.**

- (b) All Full-time office and clerical employees shall, in addition to those holidays as set out in Article 17.01(a) of this Agreement, be entitled to receive the following holidays:

- ½ day before Christmas Day

- ½ day before New Year's Day

- 17.02 (a) Subject to Article 15.01, it is understood and agreed that the operation of the home is a twenty-four (24) hour a day, seven (7) days a week operation, and that all employees will not receive holidays on the specific date in each year that the above-mentioned holidays occur. Any employee required to work on the specific date in each year upon which any of the above-mentioned holidays occur shall be paid for that holiday at the rate of time-and-one-half and shall receive a day off in lieu of the said holiday.
- (b) A full-time employee may also request to be paid their regular rate for all hours worked on the holiday, plus be allowed to take one and a half (1½) days off in lieu at the applicable rate of pay, upon mutual agreement of the parties. In case an employee cannot utilize their lieu time by December 31<sup>st</sup> in each year, they shall be paid out at the appropriate rate in the month of January and any lieu time accumulated from December 25<sup>th</sup> will move forward to the following year.
- (c) Any employee may add two (2) or more holidays to their vacation. However, the period during which holidays may be taken by any employee shall remain at the discretion of the Employer. Any refusal by the Employer to grant a holiday as requested shall be in writing.

17.03 In the event of a special occasion arising, an employee will be allowed to be absent by using a "holiday day" provided such employee gives notice to the Department Head at least seven (7) calendar days prior to the date being requested.

No employee shall be entitled to any of the above holidays prior to the actual holiday or the day observed as such.

17.04 Employees covered by this Collective Agreement shall be so entitled to receive not less than two consecutive days off (48 hours) at either Christmas or New Years, New Years shall be known as December 31<sup>st</sup> and January 1<sup>st</sup>. Entitlement for receiving time off for the above holidays shall be done on an alternating basis from year to year, unless mutually agreed upon by the parties.

- 17.05 (a) Any statutory Holidays or overtime hours earned that an employee banks prior to December 25<sup>th</sup> must be utilized by December 31<sup>st</sup> of the same year. Any unused hours earned in these two banks will be paid out in January of the subsequent year. Banks will be paid out at the rate in which the time was earned.
- (b) Any statutory Holidays or overtime earned that an employee banks between December 25<sup>th</sup> and December 31<sup>st</sup> will remain in the employee's bank into the following year. This earned time that is carried over into a new year must be used by December 31<sup>st</sup> of that year. Any carry over not used will be paid out in January of the subsequent year.
- (c) There will no longer be a March 31<sup>st</sup> payout of banked overtime or statutory holiday pay. Employees may request a payout from banked overtime or earned statutory holidays at any time during the year by completing a Banked Payout Request Form (available from Payroll). Bank payouts will be processed and deposited as part of the regular payroll process.

17.06 **Holiday/Sick Day**

The Parties to this agreement understand and agree, that where the employee has been granted a holiday, as provided under Article 17 of the Collective Agreement, they shall be entitled to cancel such holiday and replace that day with a sick day, provided:

- (a) Three (3) days notice be given to the Employer,
- (b) The reason for cancellation is understood that an absence for illness will be for three (3) days or more and Article 19.04 will apply,

- (c) The holiday must occur during an absence of three (3) days or more.

Any changes to this agreement shall only occur upon mutual agreement of the Parties.

## **ARTICLE 18 – VACATIONS**

- 18.01 (a) All full-time employees shall be granted vacations with continuous earnings as follows:
  - (i) After completing one (1) year of continuous service, ten (10) days of vacation.
  - (ii) After completing three (3) years of continuous service, fifteen (15) days of vacation.
  - (iii) After completing eight (8) years of continuous service, twenty (20) days of vacation.
  - (iv) After completing fifteen (15) years of continuous service, twenty-five (25) days of vacation.
  - (v) After completing twenty-two (22) years of continuous service, thirty (30) days of vacation.
  - (vi) After completing twenty-seven (27) years of continuous service, thirty (30) days of vacation plus one (1) additional -vacation day per year to a maximum of thirty-five (35) days.

Employees who have completed six (6) months of continuous service, shall be entitled to five (5) days of vacation

- (b) All employees other than full-time shall be granted vacation pay as follows:
  - (i) After completing one (1) year of continuous service, ten (10) days of vacation, with vacation pay computed at four (4) percent of gross annual earnings.
  - (ii) After completing three (3) years of continuous service, fifteen (15) days of vacation, with vacation pay computed at six (6) percent of gross annual earnings.
  - (iii) After completing eight (8) years of continuous service, twenty (20) days of vacation, with vacation pay computed at eight (8) percent of gross annual earnings.
  - (iv) After completing fifteen (15) years of continuous service, twenty-five (25) days of vacation, with vacation pay computed at ten (10) percent of gross annual earnings.
  - (v) After completing twenty-two (22) years of continuous service, thirty (30) days of vacation, with vacation pay computed at twelve (12) percent of gross annual earnings.

- (vi) After completing thirty (30) years of continuous service, thirty-five (35) days of vacation, with vacation pay computed at fourteen (14) percent of gross annual earnings.

Employees who have completed six (6) months of continuous service, shall be entitled to five (5) days of vacation.

- (c)
  - (i) The appropriate hours of vacation entitlement shall be placed in the full-time employee's vacation bank on January 1 of each year, with the eligible non-probationary employee allowed to take it immediately. Should an employee start employment during that calendar year, their vacation entitlement for that calendar year will be prorated. For full-time probationary employee, they may take vacation after six months of service up to sixty (60) hours.
  - (ii) Should a full-time employee become entitled to increased vacation during a calendar year, such additional vacation shall be prorated for that calendar year.
  - (iii) Employees may not run a negative balance of vacation entitlements notwithstanding the fact that vacation requests will be approved, although vacation credits will not be deducted from the bank until vacation is taken.

(d) **Vacation Recording and Eligibility Process for Full-Time Employees**

- (i) All vacation years referred to in the Collective Agreement will be based on the calendar years (January 1<sup>st</sup> – December 31<sup>st</sup>).
- (ii) Should an employee leave the employ of the County of Essex prior to the end of the calendar year, and have taken vacation hours in excess of vacation earned, the County will deduct from any amounts owing to the employee at the end of employment, an amount equal to the cost of vacation taken in excess of vacation earned as of their last day of work for the County of Essex.
- (iii) If that does not completely satisfy the amount owing, the employee will provide the County of Essex with a cheque or money order for the remaining balance within two (2) weeks of their last day of work for the County of Essex.

(e) **Effect of Absences on Vacation Entitlements for Full-time Employees**

Employees who are absent from work for more than six (6) months, in their vacation year, shall have their vacation pay for that vacation year reduced by 1/12<sup>th</sup> of their entitlement for each full calendar month they are absent beyond six (6) months. If an employee's absence extends into

their second or subsequent vacation year(s) the same principle shall apply, 1/12<sup>th</sup> of the normal entitlement to vacation pay shall be deducted for each full month of absence beyond six (6) months from the commencement of the absence.

This deduction shall apply to the amount of vacation pay only and does not affect the time off entitlement that shall accrue as provided in this Article.

#### 18.02 **Holidays During Vacation**

Where a statutory holiday, as defined in Article 17 hereof, occurred during the employee's vacation period, such employee shall be entitled to one (1) extra day off added to such employee's annual vacation.

18.03 Firstly, vacation requests will be received in the month of February and finalized by March 15<sup>th</sup> for the period April 1<sup>st</sup> thru September 30<sup>th</sup>.

Secondly, vacation requests will be received in the month of August and finalized by September 15<sup>th</sup> for the period October 1<sup>st</sup> thru March 31<sup>st</sup>.

Employees must complete and return to their supervisor the Request for Leave Form. Any conflict of vacation choices between employees shall be decided on the basis of departmental seniority.

Any conflict with requests submitted after February 28<sup>th</sup> and August 31<sup>st</sup> for the respective vacation periods shall be decided in favour of the employee first requesting the vacation period over which there may be conflict. The Request for Leave Form shall provide for an employee to make at least two (2) choices for their vacation period.

Any choices made after February 28<sup>th</sup> and August 31<sup>st</sup> shall be responded to within seven (7) days of the request being made.

**Upon request**, the employer will provide employees with a report showing banked time owing, vacation and statutory holidays, in hours, which the employee has available. This practice will be in place until such time that vacation banks are made accessible to employees electronically.

18.04 In extenuating circumstances, employees shall be entitled to take their vacation in a manner suitable to the employee, including one (1) day at a time upon agreement with the Administrator or his designate. Such agreement shall not be unreasonably withheld.



(b) **Benefit Level**

Benefit levels will be determined by the employee's length of service with the Employer. Service for employees will be based upon their date of hire.

(c) **Earnings**

Earnings are those in effect on the last day the employee was actively at work. Earnings shall be the employee's usual straight time earnings in effect at the time the employee went on the Short-Term Disability Plan.

(d) **Term of STD Plan**

Benefits are payable for up to fifteen (15) weeks based on the periodic Health Professional's certificate the employee's Health Professional provides the Employer.

A separate claim shall be defined as a medically substantiated illness or injury unrelated to a previous or concurrent claim.

In the event an employee returns to their regular duties from Short Term Disability, and experiences a recurrence of the same original claim, on-going treatment or testing, and as a result must again return to Short Term Disability, such return to Short Term Disability will be considered to be a continuance of the original claim. In order for it not to be considered a continuance of the original claim, the employee must have been performing at work the regular duties of -their role for twenty-one (21) calendar days.

(e) **Third Party Claims**

If the Employer has paid a benefit for any injury or illness in which any third party is or may be liable for damages, the employee will be required to fully refund the Employer for the benefit paid by the Employer to the employee upon settlement. The employee will be required to sign an undertaking to reimburse the Employer. In the event the 3rd party benefit is a WSIB benefit, the employee will be required to reimburse the Employer the net amount of payments paid by the Employer under the Short-Term Disability Plan pending receipt of payments by the employee from WSIB.

(f) **Cost of the Plan**

The Employer will pay the cost of this Short-Term Disability Plan. The Employer agrees that it will pay the cost of a Health Professional's

certificate required to qualify for the Short-Term Disability Plan and any subsequent certificates as may be required from time to time.

(g) **Higher Classification**

In the event of illness of an employee while performing a job of higher classification the employee shall receive pay for the job of the higher classification provided the employee worked at such higher classification on the employee's regular scheduled work day prior to the illness.

19.03 Any employee absent from work for more than two (2) days shall not return to work or receive payment for days absent unless the employee produces a Health Professional's certificate. Such certificate will contain a general statement of the employee's condition and prognosis.

19.04 The Employer shall automatically deduct a sick day from the employee's bank for the first day of absence unless otherwise notified at the time of the call in.

19.05 The employer will allow entitlement for 1<sup>st</sup> day Hospitalization (Article 19.02) provided an Employee is:

- (a) admitted to Hospital as an inpatient or outpatient as defined by the Public Hospitals Act or,
- (b) the employee receives any treatment and/or procedure which is recommended by a Health Professional to be performed in a hospital or,
- (c) exclusions to paragraph (b) shall be routine treatment and/or procedures available outside a Hospital, unless substantiated by a Health Professional's note as to why the specific routine is being done in Hospital.

It is understood that every attempt should be made to schedule appointments, treatments and procedures outside of working hours. When a procedure is scheduled to take place during working hours, the employee and employer will endeavour to allocate a reasonable amount of time for the treatment/procedure in question.

19.06 Upon an employee submitting a Health Professional's certificate, the Employer shall reimburse the employee for the cost of such certificate within fourteen (14) calendar days.

19.07 Where practicable, employees will provide fourteen (14) hours notice to the Employer when they shall be returning to work.

Where practicable, employees will provide a minimum three (3) hours notice before the start of their shift to the Employer when they are not able to start their shift.

## **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01 (a) Except where otherwise provided in this Article, a minimum of one (1) week leave of absence, without pay, may be granted to employees for personal reasons. Any requests for such leave shall be made not earlier than ninety (90) days and not later than thirty (30) days prior to the date the leave of absence is requested for, or for such lesser time as may be approved by the Employer. Such leave shall be granted on the basis of the date of request filed and for the purposes of this clause, any employee that has received a leave of absence between June 1<sup>st</sup> and September 30<sup>th</sup> in any one year, shall drop to the bottom of the seniority list for any such leave in the following year. In the event of any extreme emergency, the conditions affecting a leave of absence under this Article can be altered only upon agreement between the Union and Administrator of the Sun Parlor Home.
- (b) Notwithstanding 20.01(a), special leaves of absences shall be granted by the Administrator or designate based on the merits of the request.
- (c) Any employee who is granted an Emergency Leave pursuant to the Employment Standards Act shall be entitled to work the number of shifts equivalent to the number of shifts missed during the period of leave within the current schedule which will be subject to the call-in procedure. Those employees that have banked time can request reimbursement by submitting an Employee Request for Bank Pay-out form.
- 20.02 Any leave of absence may be immediately cancelled if obtained under false pretences, and if the employee does not immediately report for work on notification of cancellation, the employee will lose all seniority.
- 20.03 (a) Leave of absence without pay, not to exceed sixty (60) working days, shall be granted to employees who are members of the Union, when such employees are acting as delegates to any regularly called Union Convention, Seminar, or Provincial Committee(s) meeting(s). No more than five (5) employees may leave at one time. Two (2) weeks notice shall be given before such leave. No request to the employer will unreasonably be denied.
- (b) An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, may be granted a leave of absence for a period of two (2) years. Such leave may be extended by mutual agreement. Such employee shall not accumulate

seniority but may at their option, continue payment or arrange for payment of any fringe benefits to which they may be entitled under this Agreement.

- (c) Leaves of absence with pay (for which the Employer shall be reimbursed by the Union) of up to three (3) people for up to three (3) days annually, shall be granted for internal Union business, including preparation for negotiations, meetings with C.U.P.E. staff and for advisors, etc.

20.04 Where leave of absence is granted in excess of thirty (30) days for personal reasons, seniority will not accrue during such leave. If any employee is granted a leave of absence in excess of thirty (30) days, such employee may, at his option, continue payment of any fringe benefits to which they may be entitled under this Agreement.

- 20.05 (a) All employees shall be granted five (5) consecutive calendar days leave **within any period of ten (10) days that include the date of the service** following the death without loss of salary or wages in the case of the death of a parent, spouse, child, step-child, step-father, step-mother or grandchild. The employee will be paid for scheduled shifts missed at the employee's regular rate of pay.
- (b) All employees shall be granted three (3) consecutive calendar days leave **within any period of ten (10) days that include the date of the service** following the death without loss of salary or wages in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, step-brother, step-sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law and immediate family members as listed above, or any relative who has been residing in the same household as the employee. The employee will be paid for scheduled shifts missed at the employee's regular rate of pay. If the burial occurs more than 500 kilometers from the County of Essex and the employee attends the burial, the employee shall be granted five (5) calendar days leave for scheduled shifts missed at the employee's regular rate of pay.
- (c) An employee requested to be a pallbearer at the **service** on one of his regularly scheduled work days, shall be granted that day off without loss of salary.
- (d) An employee shall be granted one (1) calendar day leave without loss of salary or wages, to attend the funeral of an uncle, aunt, niece or nephew, including those of a common-law relationship.
- (e) An employee shall be allowed half (1/2) a day off without loss of salary or wages to attend the funeral of a close friend, providing such absence has been approved by the manager and providing the funeral is held on a work day.

- (f) Where an employee's scheduled vacation or banked time owing is interrupted due to bereavement, the employee shall be entitled to bereavement leave. The portion of the employee's vacation or banked time owing, which is deemed bereavement leave, will not be counted against the employee's vacation credits or banked time owing credits.
- (g) In the event, a memorial service **or Celebration of Life** is to occur at a later date as part of aforementioned bereavement, the employee shall be entitled to one (1) unpaid day to attend. The Employer shall be advised in conjunction with the bereavement even if the date is not known.

20.06 The Employer shall grant leave of absence without loss of seniority to an employee who is required by subpoena to serve as a juror or witness in any court. The Employer shall pay such employee the difference between their hourly earnings and the payment they receive for jury service or witness fees, excluding payment for travelling, meals, or other expenses. Employees shall furnish evidence to the Employer that they reported for or performed jury duty or appeared as a Crown witness in a court of law on the days for which they claim payment.

20.07 A leave of absence for a period not to exceed one (1) year may be granted to an employee subject to the approval of the Administrator or designate with one (1) or more years of seniority in order to attend a recognized college, university, or trade or technical school full-time, provided the course of instruction is related to the employee's employment opportunities with the Employer.

Prior to the approval of the leave, the employee is required to submit to the Employer satisfactory evidence that the college, university or trade or technical school has accepted the employee as a student, and on the expiration of each semester or other school term shall submit proof of attendance. Such leaves may be extended for an additional period not to exceed one (1) year each.

Employees granted such leave of absence shall retain their seniority at the time of the leave of absence, but will not accrue seniority during the period of leave. Employees granted such leave of absence will indicate in writing their intent to return to the Sun Parlor Home following such leave.

The employee may continue to be enrolled in the benefit plan, provided the employee issues prepaid cheques to the employer one month in advance of the benefit coverage.

## ARTICLE 21 - PAYMENT OF WAGES

### 21.01 (a) Pay Days

The Employer shall pay salaries and wages every two (2) weeks. The direct deposit remittance slip for each employee shall contain itemized calculations of their wages and deductions. The salaries and wages shall be paid in accordance with the salary grid in Schedule "B" to this Agreement

- (b) The Employer agrees that employees may, through the direct deposit system, have deposits made into not more than two (2) different institutions and not into more than two (2) different accounts in those institutions. Employees will be entitled to make a single change during the calendar year as to the amount, institution or accounts in those institutions.
- (c) In the event that an employee has been underpaid by more than \$125.00 in a pay period, the Employer shall, within three (3) business days, supply the affected employee(s) a cheque for the appropriate amount
- (d) Save and except in the event of lay-off or disciplinary measures, no employee shall receive a reduction in wages unless such reduction is in accordance with other terms of this Agreement.

21.02 (a) All new employees shall be hired at the starting point of the salary grid schedule. All employees shall progress one (1) step up into the salary grid schedule as follows: upon completion of six (6) months service; upon completion of eighteen (18) months service; and upon completion of thirty (30) months of service, so that any employee shall have reached the high point of the salary grid schedule.

- (b) If an employee is promoted or transferred to a higher-ranking position, such employee shall be paid the rate in the higher classification that is next above the employee's own rate and the employee shall progress through the grid scale recognizing their date of transfer.

### (c) Higher Ranking Pay

Where any employee is required to perform duties of a higher-ranking position, such employee shall be paid the rate in the higher classification, that is, next above the employee's own rate. For the purpose of this Article, effective April 1, 1997, seniority within the higher-ranking position shall be accrued based on hours worked in the position and the employee will be paid in accordance with Schedule "B", upon becoming the successful applicant to the job posting for the higher-ranking position.

- (d) Where an employee is the successful applicant for a job posting, or accommodated into a position, of a lower ranking pay, such employee shall be paid at the rate in the lower ranking position that is at the same grid step that they are paid in their current position. The employee that is not at the top grid step shall begin to progress through the wage schedule from their date of transfer.

#### 21.03 **Vacation Pay**

Employees will be paid their vacation pay from January 1 in the current calendar year to the second (2<sup>nd</sup>) pay in November of the current calendar year. This shall not coincide with the payment of longevity pay.

Any vacation monies earned for the remainder of the calendar year shall be included in the following year's calculation for vacation pay.

An employee who receives a Record of Employment shall be paid any outstanding vacation pay and it shall be noted on the Record of Employment.

#### 21.04 **Longevity Pay**

In recognition of the principle that a long-service employee is of increased value to the Employer through his acquired knowledge and experience, the Employer agrees to Long Service Pay in accordance with the following table:

After five (5) years of service	<b>\$ 140.00</b>
After ten (10) years of service	<b>\$ 280.00</b>
After fifteen (15) years of service	<b>\$ 420.00</b>
After twenty (20) years of service	<b>\$ 560.00</b>
After twenty-five (25) years of service	<b>\$ 700.00</b>
<b>After thirty (30) years of service</b>	<b>\$ 840.00</b>

Subject to Article 3.01, Part-time employees are entitled to longevity pay on a pro-rata basis. This Long Service Pay shall be calculated as at November 30<sup>th</sup> and paid in the first full pay period of December each year. On severance or retirement, an employee shall be entitled to Long Service Pay calculated on a pro-rata basis from November 30<sup>th</sup> to the date of departure. In case of death, the Long Service Pay shall be paid to the employee's estate.

#### 21.05 **Mileage**

For the use of personal vehicles for the purpose of the Employer's business, the Employer will reimburse the employee's approved mileage claim at a rate per kilometre traveled as established by the Canadian Revenue Agency at the rate allowance as a tax-exempt allowance.

The Employer shall advise the Union annually in writing within thirty (30) days of being advised by Canadian Revenue Agency of the rate to take effect as of January 1st.

The Employer agrees that the rate shall not be less than thirty cents (0.30 ¢) per kilometre.

#### **21.06 Shift Premium**

Employees shall be paid a shift premium of sixty cents (0.60¢) per hour for all hours worked where the majority of their scheduled hours fall between 1500 and 0700 hours.

In addition to the shift premium, **one dollar (\$1.00)** will be paid as a weekend premium for all hours worked between 2300 hours Friday and 2300 hours Sunday.

#### **21.07 Employee's that Orientate New Employees**

During one on one orientation/training of any newly hired staff, the staff that is orientating/training that is designated by management to do so will be paid an additional \$1.00/hr for the increase in responsibility.

### **ARTICLE 22 - COMPENSATION AWARD/RETURN TO WORK PROGRAM**

22.01 If an employee is absent from work as a result of a compensable injury or illness for which the employee is granted an award by the Workplace Safety and Insurance Board for a period of temporary total disability, the employee shall receive a full salary from the Employer, providing the employee has a sick leave bank. Any monies received by the employee from the Workplace Safety and Insurance Board shall be paid directly to the Employer. One and one-half (1 ½) days out of every ten (10) days of absence shall be deducted from the employee's sick leave, otherwise the employee shall receive only those amounts paid by the Workplace Safety and Insurance Board. Top up will be at the employee's option even if sick days are available.

While an employee is receiving Compensation from the Workplace Safety and Insurance Board, an employee's seniority will continue to accumulate in accordance with Article 9.03. Seniority for the above provisions for Part-time employees shall be calculated on a pro-rated basis in accordance with the previous four (4) work schedules prior to the injury.

22.02 Where an employee is absent as the result of an injury or illness sustained at work and the employee has made application for compensation the Employer will pay the employee their normal rate of pay in accordance with their entitlement under Article 19 (Short Term Disability). If the claim has not been approved by

the Workplace Safety and Insurance Board at the exhaustion of the employee's entitlement under the Short-Term Disability Plan, the employee may apply for Long Term Disability as described in Schedule A. If the claim is subsequently approved, Article 19.02 (e) shall apply.

### 22.03 **Modified Work**

#### (a) **Sick Days**

An employee who works on a modified program for six (6) hours or more per day shall be entitled to sick leave as per Article 19.

Employees who work less than six (6) hours per day shall receive sick time on a prorated system.

#### (b) **Statutory Holidays**

An employee who works on a modified program shall maintain their pre-injury number of scheduled hours, but may not be on the same schedule rotation, unless mutually agreed upon by the parties. Workers on modified duties will not be:

- entitled to overtime
- entitled to call ins

### 22.04 **Disability Management/Early & Safe Return to Work Programs**

#### **Summary**

All staff positions and job functions at the Sun Parlor Home are critical to the efficient and effective operation of the Home.

All employees are required to be fully productive while on duty. Management is obligated to ensure all employees, while at work are able to remain fully productive.

In accordance with the Sun Parlor Home "Health and Safety Policy", employees have a legislated and personal responsibility to preserve their health and work safely at all times.

Should an employee become injured or ill and unable to perform regular duties, the Sun Parlor Home supports the concept of Early and Safe Return to Work programs, which enable employees to be reintegrated back into the workforce as soon as possible.

1. **Gradual Return to Work Program**

In order to assist and support the Early and Safe Return to Work for employees, **the Ability Wellness Specialist will assist in identifying if** a worker can safely work but is unable to resume full duties and/or hours of their position they can take part in the **gradual return to work program**. This work-hardening program enables employees to gradually increase their hours and duties until they reach their pre-injury level. Employees under this program will receive either Workplace Safety and Insurance benefits or short-term disability benefits.

2. **Modified Work Program**

The second program is a “modified work program” whereby no expectations are put on the employee until the attending Health Professional has authorized that one is ready for the **gradual return to work program**. The main focus of this program is to keep the employee in touch with the employer and make a valuable contribution to the workplace while recovering to the point that regular duties may be resumed. An employee under this program (pending consent from the Health Professional) can come in for a few hours at a time to do those activities that they are able to do at home. Such activities may include answering the phones, visiting with residents, minor clerical duties. Employees under this program will receive either Workplace Safety and Insurance Benefits or short-term disability benefits.

The objective of both programs is to restore the employee to full performance in their pre-injury position within the time frames of the program. It is also crucial to maintain the valuable relationship between the employer and employee by having the employee at work being productive and maintaining contact with one’s peer group.

All aspects of these programs will be closely monitored by the **Ability Wellness Specialist** to ensure symptoms of a recurrence are identified early so as to prevent any further injury to the employee.

Performance appraisals, supervision and all other management functions will remain in effect during this time period and employees will be assessed in relation to conducting their duties to their potential within the parameters of medical precautions placed upon them.

Benefits of both these programs go beyond that of the injured/ill employee, co-workers also benefit from these programs because the injured/ill employee is an additional staff performing a useful function. It also improves staff morale to see their co-workers maintaining their role in the respective peer group and back in the workforce being productive.

## **Purpose**

To provide clear, consistent and equitable early and safe return to work programs for both occupational and non-occupational disabilities and illnesses. These programs will meet the legislative requirements outlined in the Workplace Safety and Insurance Act and the Ontario Human Rights Code.

## **Policy**

The Sun Parlor Home will provide a timely ease-back and/or modified work program as appropriate and feasible for all employees with medically documented limitations on physical and/or mental capabilities resulting from injuries and illnesses.

## **Explanation**

### **(a) Program Options**

Employees with medically documented limitations resulting from illnesses or injuries can access one or both of these Early and Safe Return to Work programs:

#### **(1) Modified Work Program**

Available to employees who are able to perform none or too few of their regular duties to establish an ease-back program. Employees will be on temporary assignment, subject to availability, in any department, and will be assigned simple and appropriate tasks such as answering phones, visiting with residents or minor clerical duties. They may assist other employees but will not take the place of a regularly scheduled employee. The duration is normally not expected to exceed 90 days.

#### **(2) Gradual Return to Work Program**

A work-hardening program enabling an employee who can work safely but is not capable of resuming full duties and/or hours of their regular position to gradually increase their hours and/or duties to the pre-injury level. The duration is normally not to exceed 90 days.

### **(b) Getting the Employee into a Suitable Program(s)**

Tailoring suitable Early and Safe Return to Work Programs to the needs of the employees and the workplace will be a joint effort involving the **Ability Wellness Specialist**, accommodation committee, employer and the Health Professional.

The following procedure will be used, once the **Ability Wellness Specialist** receives information that an employee is not capable of returning to his or her regular duties within one week of the onset of the injury or disease/disability:

- (1) The **Ability Wellness Specialist** will convene a meeting involving the employee and the Accommodation Committee during the second week of absence due to injury or disease/disability or as soon thereafter as the employee is capable of attending a meeting.
- (2) The Accommodation Committee and the employee will review the physical demands of the pre-injury position and determine if it is within their physical precautions as outlined by the treating Health Professional.
- (3) If no information has been received from the treating Health Professional (Medical Assessment or Functional Abilities Form) and the employee is physically capable of coming to work and mentally capable of following simple instructions, as established by the program and accommodation committee, or the information from the treating Health Professional indicates that the worker is not medically ready for the Gradual Return to Work program, parties involved will determine what activities will form part of the Modified Work Program to provide for meaningful and useful activities and establish a schedule of hours and activities which will apply until the employee is ready for the Gradual Return to Work program.
- (4) There will generally not be more than two employees assigned to Modified Work Program on the same unit. If more than two individuals who regularly work in the same unit access the program, seniority will be used to determine the lowest ranking employee(s) who will then be moved to another work area.
- (5) When the employee is medically ready to participate in the Gradual Return to Work program, all parties (employee, accommodation committee and program coordinator) will meet again to develop the specific tasks, the hours to be worked and the time frames of the program.
- (6) Follow-up meetings will be scheduled as required if there is a need to modify or extend the Gradual Return to Work program.
- (7) (a) For part-time employees working temporary full-time positions, the normal hours of work for the purposes of establishing a Modified Work Program, will be the approximate average of the previous four work schedules

and will not exceed 20 shifts. At the end of the temporary full-time position, the employee returns to their part-time position, the number of modified shifts will not exceed 15 shifts.

(b) Part-time employees will be entitled up to five (5) Gradual Return to Work shifts.

(c) Monitoring Progress

All employees participating in Early and Safe Return to Work Programs (see attachment D) will complete Daily Work Sheets (see attachment D). The sheets will identify the individual's level of functionality and associated comfort with the activities assigned.

### **Implementation**

- A program coordinator will be assigned to oversee program.
- Develop accommodation committee including union representatives and program coordinator.
- Conduct physical demands analysis of each position at the Sun Parlor Home, which will be utilized when making accommodation decisions as well as to inform the external Health Professionals of the actual activities involved.
- Present in-service training to all employees about this program and their responsibilities under the Workplace Safety and Insurance Act and promote the benefits of shared responsibility in the Early and Safe Return to Work programs.

### **Roles and Responsibilities**

#### **Ability Wellness Specialist:**

1. Contact the employee immediately following receipt of an incident, injury or accident report to establish the appropriate duration of absence.
2. Ensure that all the necessary paperwork has been completed; arrange for Physical Demands Analysis and Medical Assessment/Functional Abilities Form to be provided to the employee.
3. Meet with the employee and Accommodation Committee to develop specific goals and objectives for each case.
4. Involve the immediate manager/supervisor in the employee's return to work plan.

5. Monitor progress of employees in the programs and maintain regular communication with the Administrator, to ensure a successful outcome.
6. Maintain communication with all parties involved to ensure consistency and accuracy of information.
7. Review all current employees on short term disability to determine eligibility for these programs.
8. Present in-service training to all employees/staff.

**Accommodation Committee:**

1. Develop knowledge and understanding of Disability Management and Early and Safe Return to Work programs.
2. Assist in the development of mutually agreed upon objectives.
3. Conduct thorough physical demands analysis of all positions at the Sun Parlor Home including possible modifications.
4. Participate in the individual employee return to work plans.
5. Educate workers on the benefits of participating in the Early and Safe Return to Work Program.
6. Communicate potential labour relations problems to management.

**Employee:**

1. Report any incident or illness to manager immediately.
2. Complete necessary paper work with the Program Coordinator before leaving that shift, if applicable.
3. Obtain medical approval from treating Health Professional for the Early and Safe Return to Work programs utilizing the Medical Assessment Form attached and return to Sun Parlor Home as quickly as possible.
4. Participate and cooperate with the Early and Safe Return to Work program by maintaining personal contact with program coordinator regarding physical capabilities and treatment plans (weekly basis minimum).
5. Ensure other scheduled treatment such as physiotherapy are continued in conjunction with the return to work plan.

6. Communicate any concerns to program coordinator and accommodation committee so that potential problems are openly addressed and resolved.

**Manager:**

1. Develop knowledge and understanding of Early and Safe Return to Work programs and Disability Management.
2. Investigate injury or complaint and ensure immediate completion of incident/accident report and submit to program coordinator.
3. Participate in the promotion of the Early and Safe Return to Work programs and provide ongoing support to those employees involved in the program.
4. Assist with the physical demands analysis for job descriptions.

**Administrator:**

1. Provide leadership and support to the Early and Safe Return to Work programs and Disability Management.

**Attachments**

- A. Physical demands analysis (this will be completed for each position at Sun Parlor Home)
- B. Letter to injured/ill employee
- C. Medical Assessment/Functional Abilities Form

**Benefits to Employer**

- According to the American Occupational Medical Association's Committee on practice, early return to work programs enhance both psychological and physical recovery
- Reduces medical, disability and lost time claims
- Minimizes the chance of re-injury
- Establishes a more stable work environment
- Promotes good employee morale
- Maintains the valuable relationship between employee and employer.

**Benefits for Employee**

- Maintains valuable relationship between employee and employer
- Allows the employee to maintain a productive life

- Allows the employee ownership of their own return to work program which will increase their confidence and motivation
- Reduces financial hardships
- Promotes psychological well-being.

## **ARTICLE 23 - HEALTH AND SAFETY**

23.01 The Employer and the employees will cooperate to ensure adequate health and safety conditions for all employees in the Home.

23.02 The Health and Safety Committee shall be composed of two (2) Employer Representatives and two (2) Union Representatives of the Bargaining Unit. Said representation may be expanded from time to time upon request, and mutual agreement of the parties. All members shall have a vote. The Health and Safety Committee shall hold meetings in accordance with the Health and Safety Act or more frequently if requested by the Union or by the Employer. Minutes shall be taken of all meetings and copies shall be sent to all members of the Committee. Following distribution of the minutes to the Committee Members, said minutes shall be posted appropriately.

### **23.03 Time off for Health and Safety Training**

With the permission of the Home Administrator, Union members of the Health and Safety Committee shall be entitled to time off from work, with no loss of seniority or earnings, to attend up to two (2) educational courses/seminars per year by government agencies or union for instruction and upgrading on Health and Safety matters.

### **23.04 Proper Training**

No employee shall be required to work on any job or operate any piece of equipment until they have received proper training and instructions.

### **23.05 Injury Pay Provisions**

An employee who is injured during working hours and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at their regular rate of pay, unless a Health Professional states that the employee is fit for further work on that shift.

### **23.06 Influenza Vaccine**

The parties agree that influenza vaccinations may be beneficial for residents and employees. Upon a recommendation pertaining to a facility or a specifically designed area(s) thereof from the Medical Officer of Health or in compliance with applicable provincial legislation, the following rules will apply:

- (a) Employers recognize that employees have the right to refuse any required vaccination.
- (b) If an employee refuses to take the vaccine required under this provision, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case they will be placed on unpaid leave. If an employee is placed on unpaid leave, they can use banked lieu time credits in order to keep her or his pay whole.
- (c) If an employee refuses to take the vaccine because it is medically contradicting, and where a medical certificate is provided to this effect, they will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- (d) If an employee gets sick as a result of the vaccination, and applies for WSIB, the Employer will not oppose the claim.
- (e) If the full cost of such medication is not covered by some other source, the Employer will pay the full or incremental cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- (f) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

## **ARTICLE 24 - BENEFITS**

24.01 Every continuous full-time employee shall join the Ontario Municipal Employees Retirement System Plan (O.M.E.R.S.). Such employee must comply with requirements of the Plan from time to time. Payments are to be made equally by the Employer and the employee as required by the Plan from time to time.

Any contribution towards an annuity by the Employer will be the responsibility of the employee, but the Employer agrees to allow the payment for such an annuity by payroll deduction.

### **24.02 Group Life Insurance**

- (a) The Employer shall pay the premium cost of a group life insurance plan of a value equal to two (2) times annual salary or a minimum of \$10,000. All new employees shall be obligated to join such group plan.

- (b) The Employer shall pay the premium cost of a group life insurance plan for Part-time employees equal to \$10,000.00.

**24.03 Employment Insurance**

All employees shall be covered by the provisions of the Employment Insurance Act, and the Employer shall contribute according to the Employment Insurance Commission regulations

- 24.04 Effective January 1, 2023 – Annual College of Nurses (CNO) licensing fee to a maximum of three hundred dollars (\$300.00) will be reimbursed for full-time employees after one (1) year of employment with submission of original receipt. This payment will be prorated based on active months in cases where the employee is on a leave of absence. The Employer will not be responsible for any late payment fees.

**24.05 Health Benefits**

The Employer shall pay one hundred (100) percent of the premium cost of all health benefits provided. The Employer shall provide health benefits as per Schedule “A” of this Agreement.

- 24.06 The Employer shall pay for the premium cost of Extended Disability Insurance coverage for all employees. Any monies received for such insurance coverage by an employee while such employee is receiving sick leave benefits under this Agreement shall be paid by said employee to the Employer. If such employee is not receiving sick leave benefits, any monies received under such insurance coverage shall be retained by him/her.
- 24.07 The Employer agrees to pay twenty-five (25) percent of the cost of the Extended Health Care Plan as provided by the Employer’s insurance carrier on behalf of retirees that retired prior to January 1, 2020.
- 24.08 The Employer will pay full. The benefits as referred to in Schedule “A” for those employees who are eligible and receiving an unreduced pension under O.M.E.R.S. to age sixty-five (65).
- 24.09 Reimbursement of up to **two hundred dollars (\$200.00)** every **two (2)** years, payable upon receipt for purchase of CSA approved steel-toed boots for Maintenance Staff. For probationary employees, reimbursement will be processed after the completion of probation.

#### **24.10 Disposition of. Employment Insurance (E.I.) Rebate**

The Employer shall register its Wage Loss Replacement Plan with Service Canada for premium reduction purposes. The Union shall be notified of the premium reduction, which shall be disposed of in a manner mutually agreeable to the parties.

If there is no agreement of the disposition of the premium rebate, the matter shall be submitted to arbitration in accordance with the terms of this Agreement and the relevant regulations of the Commission.

24.11 All employees who continue to be employed beyond the age of 64, and who are qualified under the terms of the benefit plans, will be provided with the same benefits as all eligible employees with the exception of Life Insurance which shall be provided but reduced by 50% and the exclusion of Long-Term Disability (L.T.D.) and Accidental Death and Dismemberment (A.D.&D.) These benefits will be provided until the age of 70 or retirement; whichever occurs first.

24.12 In the event that any legislated changes are made which result in the basic health care system being supported by individually paid premiums, the Employer will pay one hundred (100) percent of such premiums for all present employees and their eligible dependents and twenty-five (25) percent of such premiums for former employees now retired.

24.13 The Employer will ensure that, at all times, the Insurance and Welfare Benefits coverage provided for in this and any other Article are fully in effect for all eligible employees who are qualified under the terms of the plans as they presently exist, and that all premiums necessary to continue coverage are paid. At no time will the Employer make any changes or take any actions, including any changes in insurance carrier, which results in any decrease in insurance or benefit coverage.

#### **ARTICLE 25- GENERAL CONDITIONS**

25.01 The Employer will provide a bulletin board for the use of employees, provided that no material will be posted on said bulletin board until first approved by the Administrator or his designate. One additional bulletin board will be placed in the staff lounge.

#### **ARTICLE 26 - CONTRACTING OUT**

26.01 No member of the Bargaining Unit, in the employ of the Employer or as of the 31<sup>st</sup> day of March 2022, shall be laid off during the term of this Contract, as a result of the Employer contracting out all or in part, work then being performed by such member.

## **26.02 Work of the Bargaining Unit**

Persons whose jobs (paid or unpaid) are not in the Bargaining Unit, shall not perform the duties of any jobs, which are included in the Bargaining Unit, except in cases of emergencies, training of employees or other circumstances mutually agreed upon by the parties.

## **ARTICLE 27 – PREGNANCY AND PARENTAL LEAVE**

27.01 Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22, or 23 of the Employment Insurance Act shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The supplement shall be equivalent to the difference between eighty percent (80%) of her normal weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs shall constitute proof that she is in receipt of Employment Insurance pregnancy benefits.

### **27.02 Supplemental Compensation (Parental Leave)**

Effective on confirmation by the Canada Employment Insurance Commission of the appropriateness of the Employer's Supplementary Unemployment Benefit (SUB) Plan, an employee who is on parental leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 22 or 23 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding ten (10) weeks. That benefit shall be equivalent to the difference between eighty percent (80%) of the employee's normal weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Receipt by the Employer of the employee's employment insurance cheque stubs will serve as proof that the employee is in receipt of Employment Insurance parental benefits.

27.03 In the case that an employee elects to receive extended Employment Insurance parental benefits, such that his or her weekly benefit is reduced, the Employer's financial obligation under this Article shall not increase. For greater clarity, the value of the supplemental compensation that the employer is obligated to provide to the employee shall be the same as if the Employee had not elected to receive extended Employment Insurance parental benefits. Such supplemental compensation shall continue to be paid for the period described in this Article.

## **ARTICLE 28 - PRESENT CONDITIONS AND BENEFITS**

28.01 All rights, benefits, privileges, and working conditions which employees now enjoy, receive or possess as employees of the Employer shall continue to be enjoyed and possessed insofar as they are consistent with the Agreement, but may be modified by mutual agreement between the Employer and the Union.

## **ARTICLE 29 - COPIES OF AGREEMENT**

29.01 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 shall make an electronic copy of the Agreement available within thirty (30) days of signing and make available a copy for each employee. A printed copy will be made available upon request.

## **ARTICLE 30 - GENERAL**

30.01 Wherever the singular or masculine is used in the Agreement, it shall be considered as if the plural or feminine had been used where the context of the party or parties hereto so require.

30.02 Unless otherwise modified by this Collective Agreement, the Employer and the Union agree that neither will, at any time, act or proceed in any manner contrary to the provisions of the Employment Standards Act, the Labour Relations Act, the Industrial Standards Act, the Occupational Health & Safety Act, or the Ontario Human Rights Code or any other statute dealing with discrimination in employment or employee safety standards.

### **30.03 Staff Training**

The Home shall provide time off with pay, if necessary, for any employee required by the Home to write exams in any course that will result in improving the employee's ability to perform their job with the Home.

Furthermore, if any online training is mandated by the ministry or the home and if it is completed off site, the following are the parameters that will govern;

- a) If the performance of the training is to be done at home it must be approved and signed off by the manager.
- b) Standard time for each module is what will be paid although it will be rounded up to the nearest fifteen (15) minutes.
- c) Payment will be for the successful completion of the module, regardless of how many times you had to take it.

Also, if upgrading is a condition of employment, the Employer shall pay all costs for tuition and books and, if necessary, provide time off with pay and without loss

of seniority. Payment shall be made to the employee on the basis of a receipt provided and upon proof of satisfactory completion of required course. Payment shall be made within thirty (30) days.

30.04 The Employer agrees to indemnify all employees and save them harmless from any and all damages or claims for damages or injuries or accidents done or caused by them during the performance of their duties, excluding wilful and malicious damage. Legal counsel, when required, will be provided by the Employer.

**30.05 Personal and Sexual Harassment**

In the event of alleged incidents of sexual or personal harassment, employees who believe they have become victims of sexual or personal harassment will report the circumstances in writing, to the next uninvolved Director of Nursing, Assistant Director of Nursing, Manager or Supervisor in the line of authority, giving him/her the opportunity to investigate the complaint.

The Director of Nursing, Assistant Director of Nursing, Manager or Supervisor receiving the written complaint will respond promptly and with discretion and take appropriate action.

Where the Employer fails to take appropriate disciplinary action, the complaint shall be eligible to be processed as a grievance, which may be lodged at any stage of the grievance procedure. An Arbitration Board shall have the power to impose penalties against the harasser.

**ARTICLE 31 - STRIKES AND LOCKOUTS**

31.01 In view of the orderly procedures established by this Agreement for the settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement, there will be no strike, picketing, slow-down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lock-out.

**ARTICLE 32 - TERMINATION**

32.01 This Agreement shall continue in full force and effect from April 1, **2025** up to and including March 31, **2028** unless either party notifies the other in writing not less than thirty (30) days and not more than sixty (60) days prior to the expiration of this Agreement that it desires to amend this Agreement.

32.02 In the event of such notification being given as to the amendment of this Agreement is not reached, the procedures as outlined by the Ontario Labour Relations Act shall apply.

32.03 This Agreement may be extended for a specified period by mutual agreement of the parties.

**IN WITNESS WHEREOF** the said Corporation has here unto affixed its Corporate Seal duly attested by its proper officers in that behalf, and the Union has hereunto affixed its Corporate Seal by its proper officers in that behalf.

Dated this 11th day of July, 2025.

**THE CORPORATION OF THE COUNTY OF ESSEX**

PER *Sandra Juiers*  
CHIEF ADMINISTRATIVE OFFICER

*Kyla Pritiko*  
Kyla Pritiko (Jul 11, 2025 11:47 EDT)  
DIRECTOR OF HUMAN RESOURCES

**SUN PARLOUR HOME EMPLOYEES CUPE LOCAL 860**

PER *Tracey Blair*  
Tracey Blair (Jul 10, 2025 16:18 EDT)  
PRESIDENT

*Stephanie Bain*  
Stephanie Bain (Jul 10, 2025 16:54 EDT)  
1<sup>ST</sup> VICE-PRESIDENT

*Decio Barbosa*  
Decio Barbosa (Jul 14, 2025 16:52 EDT)  
2<sup>ND</sup> VICE-PRESIDENT

*Kelly Gerald Gaudreau*  
Kelly Gerald Gaudreau (Jul 10, 2025 18:10 EDT)  
SECRETARY-TREASURER

*Amelia Richter*  
Amelia Richter (Jul 14, 2025 14:33 EDT)  
RECORDING SECRETARY

*Kristin Foltz*  
Kristin Foltz (Jul 10, 2025 18:01 EDT)  
CHIEF STEWARD

**SCHEDULE "A" – GROUP BENEFITS**

**Life and Accidental Death and Dismemberment Insurance**

<b>Class of Members</b>	<b>Benefit Formula</b>	<b>Minimum Benefit</b>	<b>Maximum Benefit</b>
5. Sun Parlor Home Union Employees C.U.P.E. Local 860	2x earnings	\$10,000	\$100,000

Part-time employees as of September 30, 2009 are covered for \$10,000.00 Group Life Insurance.

**Long Term Disability Insurance**

<b>Class of Members</b>	<b>Benefit Formula</b>	<b>Maximum Monthly Benefit</b>
5. Sun Parlor Home Union Employees C.U.P.E. Local 860	66 2/3% of monthly earnings	\$4, 000

Qualifying Period: 105 days

Benefit Period: to 65<sup>th</sup> birthday

**Extended Health Insurance**

<i>Part</i>	<i>Benefit</i>	<b>Deductible</b>		<i>Reimbursement</i>	<i>Maximum</i>
		<b><u>Per person</u></b>	<b><u>Per family unit</u></b>		
A	Drug: Pay Direct	\$3.00 per prescription		100%	--
B	Vision: \$400.00*	None	None	100%	--
C	Hospital: ward to semi-private	None	None	100%	--
D	Supp: Health Care (Includes semi-private to private hospital coverage)	\$35**	\$70**	100%	\$10,000**
E	Out-of-Province Emergency	None	None	100%	
F	<b>Psychologist Master of Social Work Social Worker/Counsellor Psychoanalyst Psychotherapist</b>	<b>None</b>	<b>None</b>	<b>100%</b>	<b>\$1000 per calendar year for all practitioners combined</b>

**Addition:**

The benefits outlined in this schedule are provided for summary purposes only and are not intended to replace or modify the official benefit plan documents. For full and complete details regarding your benefit coverage including eligibility, limitations, and exclusions, please refer to the benefit booklet.

Chiropractic services to a maximum of \$450.00 per year.

\*Maximum for eyeglasses/contact lenses every 24-month period for the member and each insured dependant. An additional \$100.00 per person in any 24 consecutive months for eye examinations.

\*\*The deductible applies per calendar year. The deductible applies to the eligible expenses of Part D.

\*\*\*Maximum amount payable applies to the eligible expenses incurred in a calendar year under Part D for the member and for each insured dependant.

Other maximums are listed under the appropriate provision page.

Termination of Insurance: If the member takes early retirement with an unreduced pension under OMERS, insurance will continue until the member's 65<sup>th</sup> birthday.

**Dental Insurance**

<i>Part</i>	<i>Benefit</i>	<i>Deductible per family unit</i>	<i>Reimbursement</i>	<i>Maximum</i>
A	Basic Services	None	100%	None
B	Denture Services	None	100%	None
C	Periodontal and Endodontic Services	None	100%	None
D	Prosthetic Services and Prosthodontics (Removable)	None	100%	None
E	Caps and Crowns	None	50%	\$1,500 for employee and spouse

\*Recall examinations are limited to once in a 9-month period.

Orthodontic Services - \$1000.00/life-time/50% coinsurance.

Late Entrant Maximum: If an eligible person or an eligible dependant becomes insured more than 31 days after the date he became eligible for the Dental Insurance Provision, the maximum amount payable for the combined eligible expenses of all parts incurred during the first **twelve (12)** months of insurance will be limited to **two hundred and fifty dollars (\$250)** for the member and for each insured dependant.

**Termination of Insurance:** If the member takes early retirement with an unreduced pension under OMERS, insurance will continue until the member's 65<sup>th</sup> birthday.

**Dental Fee Guide:** The applicable fee guide is the one in force on the day when and in the province where the expense is incurred or, for expenses incurred outside Canada, in the province of residence of the member. For expenses incurred in Alberta, or outside Canada by an Alberta resident, the applicable fee guide is the 1997 Alberta Fee Guide plus an inflationary adjustment determined by us.

**Pay-in-lieu of benefits for part time employees:** Part-time employees shall receive **twelve percent (12%)** of their regular rate of pay for per hour worked above their regular rates of pay as set out in Schedule B in lieu of all forms of health and welfare and fringe benefits except life insurance.

**SCHEDULE B – HOURLY WAGE RATES**  
 (AMENDED FOR PAY EQUITY, JANUARY 2020)

Classification	Effective	Start	6 Months	18 Months	30 Months
		Mid-low	Mid	Mid-High	High
<b>Band 8</b>					
Registered Practical Nurse	April 1 / 2025	\$32.43	\$33.09	\$33.97	\$34.82
	April 1 / 2026	\$33.57	\$34.25	\$35.16	\$36.04
	April 1 / 2027	\$34.74	\$35.45	\$36.39	\$37.30
<b>Band 6</b>					
Maintenance Charge Person Life Enrichment Aide Maintenance A	April 1 / 2025	\$27.11	\$28.00	\$28.93	\$29.81
	April 1 / 2026	\$28.06	\$28.98	\$29.94	\$30.85
	April 1 / 2027	\$29.04	\$29.99	\$30.99	\$31.93
<b>Band 5</b>					
Health Care Aide/PSW Ward Clerk Cook Clerk Bookkeeper-Scheduling Clerk Bookkeeper-A/P	April 1 / 2025	\$27.08	\$27.91	\$28.77	\$29.63
	April 1 / 2026	\$28.03	\$28.89	\$29.78	\$30.67
	April 1 / 2027	\$29.01	\$29.90	\$30.82	\$31.74
<b>Band 4</b>					
Receptionist/Informatics Assistant Physiotherapist Assistant	April 1 / 2025	\$26.89	\$27.70	\$28.52	\$29.35
	April 1 / 2026	\$27.83	\$28.67	\$29.52	\$30.38
	April 1 / 2027	\$28.80	\$29.67	\$30.55	\$31.44

<b>Band 3</b>					
Housekeeping Charge Person Coordinator of Volunteer Svcs Laundry Charge Person Maintenance	April 1 / 2025	\$26.38	\$27.18	\$28.03	\$28.86
	April 1 / 2026	\$27.30	\$28.13	\$29.01	\$29.87
	April 1 / 2027	\$28.26	\$29.11	\$30.03	\$30.92
<b>Band 2</b>					
Dietary Aide/Food Services Worker	April 1 / 2025	\$26.62	\$27.17	\$27.97	\$28.73
	April 1 / 2026	\$27.55	\$28.12	\$28.95	\$29.74
	April 1 / 2027	\$28.51	\$29.10	\$29.96	\$30.78
<b>Band 1</b>					
Housekeeping Aide Laundry Aide Seamstress	April 1 / 2025	\$26.33	\$26.85	\$27.64	\$28.39
	April 1 / 2026	\$27.25	\$27.79	\$28.61	\$29.38
	April 1 / 2027	\$28.20	\$28.76	\$29.61	\$30.41
<b>Grandfathered Incumbents</b>		<b>Grandfathered employees receive all future rate adjustments on the Grandfathered rate</b>			
Physiotherapist Assistant -GP  <div style="border: 1px solid black; padding: 5px; width: fit-content;"> This applies only to:  Kelly Child (Step 4)  Nancy Neufeld (Step 4) </div>	April 1/2025				\$29.81
	April 1/2026				\$30.85
	April 1/2027				\$31.93

## **LETTER OF UNDERSTANDING**

**Between**

**THE CORPORATION OF THE COUNTY OF ESSEX**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

### **RE: Call In Procedure**

The parties agree that, In the event a full-time employee is called in for overtime, the Employer will endeavour to have that employee work in their permanent area for the 8 hour or 4-hour shift. Immediately upon confirming a full-time employee is coming in, the part time or float employee shall move to the vacant area to cover the shortage in staffing.

We recognize that in some instances all the staff on the unit are the regular full-time employees, then the above would not apply and the employee called-in would go to the vacant area.

The parties further agree that the Employer shall maintain a list of employees who have notified the Department Head, in writing, their wishes to be recognized on the call-in list for overtime.

Should an emergency or extenuating situation arise at the Home, it is agreed that if the overtime list of call-in staff has been exhausted and no other staff are available, other staff may be called in to work the overtime hours if the unit would be in a position of working "short staffed".

## LETTER OF UNDERSTANDING

Between

**THE CORPORATION OF THE COUNTY OF ESSEX**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860**

### **RE: Short Shift Part-time Personal Support Worker/PSW Positions**

The Parties agree and understand that the seven (7) Short Shift Part-Time Personal Support Worker/PSW positions consisting of four (4) hour shifts shall continue.

The Parties further agree that the following shall apply to these positions:

1. The intent is to provide continuity of care to the residents.
  - (a) The noted compliment above shall not increase unless mutually agreed upon.
  - (b) The schedule for these positions shall be set and shall be similar to those of a full-time employee, except that the twenty (20) day schedule has a reduction of daily hours from eight (8) to four (4).
  - (c) The positions shall be posted in accordance with the Collective Agreement and shall be paid according to Schedule "B" and the specific classification.
  - (d) Benefits for the successful applicants of the job posting shall be those, which are provided to part-time employees, in accordance with the Collective Agreement.
  - (e) It is understood that the employees in these positions shall not be entitled to additional hours except when no other employee is willing to accept additional hours by virtue of a Call-in.

Further, the Parties agree that all other provisions of the Collective Agreement apply unless otherwise amended in the Letter of Understanding.

## LETTER OF UNDERSTANDING

Between

THE CORPORATION OF THE COUNTY OF ESSEX

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 860

### RE: Permanent Employees Returning To School Full-Time

NOTWITHSTANDING that the current Collective Agreement defines the meaning of Students and Education Leave, the wishes of both the Employer and the Union are to expand on the current language.

WHEREAS from time to time an employee may request a Leave of absence to return to full time schooling in a related course which will prepare them for an opportunity with their current Employer;

AND WHEREAS they have indicated an interest to continue to work throughout this educational period;

AND WHEREAS both the Employer and the Union acknowledge that their skills and abilities are an asset and can be accommodated in the work schedule;

The parties therefore agree on the following:

- 1) This shall only apply to permanent Employees whose return to school would require them to have accommodated schedules.
- 2) The Employee who files a request for a leave of absence to return to full-time schooling may be granted the leave by the administrator or designate based on operational requirements of the Home, and shall make such request in writing no later than sixty (60) days before the leave is to begin.
- 3) The Employee shall be treated as a part-time Employee under the Collective Agreement but will waive their right to the terms and conditions of scheduling and call-ins as denoted in the current Collective Agreement. **Therefore they can be scheduled every weekend and any day they are available.**
- 4) The Employee shall provide to the Employer at the beginning of each semester their availability.

The Employer will then schedule the Employee's shift(s) after all Employees who are not attending school have been scheduled or given an opportunity to accept such available hours,

- 5) Should the Employee not provide their availability, they shall not be scheduled any shifts nor be offered call-ins until they have submitted their availability. These Employees understand that they shall not be given priority when scheduling shifts or overtime and agree to not file any grievance(s) for such claim,
- 6) Upon the employee completing their schooling they shall return to the position they held prior to their leave with all rights, benefits and conditions of the Collective Agreement.
- 7) The Employee shall be credited with seniority for all hours worked.
- 8) If the Employee demonstrates an inability to maintain the obligations of the scheduling accommodation, the Employer may terminate the arrangement.

## LETTER OF UNDERSTANDING

Between

**SUN PARLOR HOME FOR SENIOR CITIZENS**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

### **RE: Employee's Scheduled Weekends off and Minimum Hours** **Article 15.08 (Nursing)**

The Corporation agrees to provide two (2) weekends off in each four (4) week schedule for ALL employees with alternating weekends off; except where a request is made to change by an employee or the Union which is in accordance with the terms of the Collective Agreement or in the case of job postings or the Christmas or New Year's Holiday schedules.

There will be no guarantee of scheduled hours for part time employees and shall be based on availability to accommodate every other weekend off and replacement for full time employees, as required.

And whereas those departments not participating in the above scheduling practice, they will maintain the schedule practice as follows:

Article 15.08 Part Time employees shall be scheduled to have every third weekend off. Amendments to the normal schedule may be granted by management subject to the nature of the request along with reasonable notice; however, at all times proper staffing at the home shall be the determining factor.

Further, the new proposed language for Article 15.02 will read:

At no other time than on an Employee's scheduled shift change, or in the case of an emergency, shall they be required to work more than eight (8) hours, in the case of full-time employees, in a twenty-four (24) hour period, or more than seven and one half (7½) in the case of office and clerical employees in any twenty-four (24) hour period.

Notwithstanding the above, where an employee has been scheduled a shift, and a call-in becomes available which would normally result in overtime by applying the twenty-four (24) hour rule, overtime shall be exempt if the call-in provides a minimum of twelve (12) hours between end of shift and start of next shift. If the call-in overlaps the end of the previous shift by less than the minimum of twelve (12) hours, all continuous hours shall be at overtime.

This Letter of Understanding will be re-negotiated during collective bargaining.

**LETTER OF UNDERSTANDING**

**Between**

**SUN PARLOR HOME FOR SENIOR CITIZENS**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

**RE: Part-time Healthcare Aides (HCA)/Personal Support Workers (PSW)**  
**Scheduled Preferred Shifts**

The below list of ten (10) employees will have their preferred shift for the life of the collective agreement. They are the top ten (1) seniority HCA/PSWs.

Employees must provide their shift preference in writing by October 15th for the upcoming calendar year. Their shift preference does mean a preference in location or area.

If an employee does not provide their preference they will remain with the preference from the previous year.

- Susan Washburn
- Catherine Glowa
- Janice Mailing
- Janet Allen
- Anna Bulhoes
- Jill McGraw
- Melanie Vourakes
- Heather Church
- Tara Wellman
- Stephanie Hines

## LETTER OF UNDERSTANDING

Between

**SUN PARLOR HOME FOR SENIOR CITIZENS**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

### **RE: Standards of Health and Safety in the Home**

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

1. Performing a risk assessment in any department/neighbourhood/area in which a risk of injury to workers from violence may arise.

**The Home shall reassess the risks of violence as often as necessary to protect employees.**

2. **In consultation with the Joint Health and Safety Committee, the Home shall develop, implement and maintain policies and programs with reassures, procedures and training to support the employees exposed to a risk of violence from work.**

- a) The Union agrees to use best efforts to obtain the full cooperation of its membership in the observation of all safety rules and practices.

**LETTER OF UNDERSTANDING**

**Between**

**SUN PARLOR HOME FOR SENIOR CITIZENS**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

**RE: Wage Enhancements**

1. The current Personal Support Worker (PSW) wage enhancement of \$3.00 will remain in place as long as it remains funded in accordance with "Personal Support Workers and Direct Support Workers Permanent Compensation Enhancement Program".
2. During this time, a wage adjustment will be in place for the Registered Practical Nurse of \$1.50 to maintain an appropriate differential.
3. These earnings are paid in accordance with the governing legislation.

## LETTER OF UNDERSTANDING

Between

**SUN PARLOR HOME FOR SENIOR CITIZENS**

And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

### **RE: Use of Technology for Postings and Work Schedule**

The employer and the union are committed to moving towards the use of technology for postings and work schedules to enhance accessibility for employees.

No later than April 1, 2026:

- The employer will commit to education for all employees to access County Connect via their personal device.
- The employer will commit to emailing all employees their schedules within their classifications via the employees Sun Parlor email address. Once the schedule is available on and off site either with the current or new software, the schedules will no longer be sent by emails.
- Employees will post for all positions electronically (via county connect, or any potential future recruitment software).
- If any potential future recruitment software is implemented, the employer will commit to education for all employees.
- The employer may post concurrently on the job posting board and electronically prior to April 1, 2026.
- Postings solely electronically will take place no later than April 1<sup>st</sup> 2026 provided that the education has been provided and schedules are also provided by email. In all events, the Union and employees will be given 4 weeks advance notice of the transition to fully electronic postings.

Once the above is in effect, the new language for 11.01a):

When a vacancy does occur or a new position is created within the bargaining unit, the employer will post the position electronically, and all employees will

**receive an email notification indicating that the position has been posted. It will be posted for a period of six working days for the purpose of permitting any member of the bargaining unit to make an application thereof.**

**If the employer is aware of an upcoming vacancy or new position, and if practicable to do so, shall post such position electronically no earlier than fifty-six (56) days and no later than thirty (30) days prior to date when the position will be open.**

**Employees wishing to post on positions will do so by applying electronically. Except in extenuating circumstances, any employee who wishes to withdraw from a posting shall do so in writing to Human Resources prior to the closing of the posting. The successful applicant shall be notified in writing within three (3) days as well as notifying the union as to the successful applicant.**

**LETTER OF UNDERSTANDING**

**Between**

**SUN PARLOR HOME FOR SENIOR CITIZENS**

**And**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 860**

**RE: Limit on Job Postings Entitlement**

**Employees can apply to and be awarded a maximum of two (2) permanent and four (4) temporary postings per calendar year. If an employee exhausts their permanent transfer opportunities and has been affected by a layoff, they will be permitted to apply on one (1) additional permanent posting.**