

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**(hereinafter referred to as the "Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL #5571**

**(hereinafter referred to as the "Union")**

**OFFICE STAFF**

**EXPIRES MARCH 31, 2027**

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## **ARTICLE 1 - PURPOSE**

- 1.01 The general purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the Employer and its employees, and to provide means and methods for the prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement. It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for residents.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 5571 as the exclusive bargaining agent of all employees of St. Joseph's at Fleming in the City of Peterborough, Ontario, working in Coordinator and Receptionist positions save and except HR Coordinators, Senior Fundraising and Administrative Coordinators, Finance Coordinators, and Senior Administrative Coordinators, supervisors and those above the rank of supervisor.

### **2.02 DEFINITIONS**

A regular full-time employee is an employee who is regularly scheduled to work the regular full-time hours set out in this Collective Agreement.

A regular part-time employee is an employee who is regularly scheduled on average to work not more than twenty-four (24) hours per week.

A casual part-time employee is a part-time employee who is not regularly scheduled to work, but who works on an intermittent basis as required by the Employer.

A part-time employee who is engaged on a temporary or interim basis for more than twenty-four (24) hours per week on average will be advised in writing as to the term, where possible, of their temporary or interim employment. The Union will also be advised. In no case shall such employment exceed six (6) consecutive months. No part-time employee will be compelled to accept such temporary or interim employment.

## **ARTICLE 3 - UNION SECURITY**

- 3.01 Every employee currently employed in a position covered by this Collective Agreement shall as a condition of employment contribute to the Union by payroll deduction, an amount equal to the current biweekly Union dues.
- 3.02 Every employee commencing employment in a position covered by this Agreement, subsequent to the date of this Agreement shall, as a condition of employment, contribute to the Union, by payroll deduction, an amount equal to the current biweekly Union dues, such deduction to commence with the check-off next following

their date of employment.

3.03 The Employer shall remit the total of all deductions to the Secretary-Treasurer of the Union by the fifteenth of each month, with a list showing any changes in job classification and rates of pay of all employees covered by this Agreement, as well as a list showing the names of new employees from whom Union dues are being deducted, terminations and leaves of absence granted to any such employees and the effective dates thereof.

3.04 **New Employee Session**

A new employee will have the opportunity to meet with a representative of the Union in the employ of the Home for a period of up to fifteen (15) minutes during the employee's orientation period without loss of regular earnings. The purpose of the meeting will be to acquaint the employee with such representative of the Union and the Collective Agreement. Such meetings may be arranged collectively or individually for employees by the Home as part of the orientation program.

3.05 **Access to Union Membership Information**

The Employer agrees to provide to the Union a list of Union members including their home addresses, email addresses and telephone numbers so that the Union may communicate directly with its members. This list shall be updated and provided to the Union at the time when the seniority list is published.

**ARTICLE 4 - NO DISCRIMINATION**

4.01 The Employer will continue its policy of no discrimination, interference, restriction or coercion being exercised or practised with respect to any employee by reason of any enumerated grounds in the Human Rights Code, or by reason of their membership or lack of membership in a trade union, activity or lack of activity in the Union.

4.02 The Union, its members and/or its agents shall not, on the Employer's premises, conduct activities except as herein expressly provided.

**ARTICLE 5 - MANAGEMENT RIGHTS**

5.01 The Union agrees that it is the exclusive right of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, direct, transfer, classify, promote, demote, or discipline employees;
- (c) generally manage the Home for the benefit of the Residents;
- (d) introduce new and improved facilities and methods aimed to improve the efficiency of the operation of the Home.

- 5.02 The Employer agrees that these functions shall be executed in a manner consistent with the general purpose and intent of this Agreement, and that a claim of discrimination, discharge or discipline without just cause, may be the subject of a grievance in this Agreement.

## **ARTICLE 6 - UNION COMMITTEES**

### **6.01 Negotiating Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Negotiating Committee of not more than three (3) employees and a CUPE National representative. The Union will advise the Employer of the names of such employees. The time spent by the negotiating committee in negotiations with the employer during their regular hours of work shall be considered paid time.

### **6.02 Grievance Committee**

The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee consisting of the President of the Local, Chief Steward/Vice-President and one (1) Steward.

### **6.03 Stewards**

The Employer acknowledges the right of the Union to appoint or otherwise select two (2) stewards to represent employees who are members of the bargaining unit.

- 6.04 The Union will advise the Employer of the names of the stewards and said committee members within seven (7) days of their appointment or selection and when changes are made from time to time.

In order to qualify as a steward or member of a said committee, the employee must have served their probationary period.

- 6.05 It is agreed that stewards and members of the Negotiating and Grievance Committee have their regular duties and responsibilities to perform for the Employer and they shall not leave regular duties or absent themselves from work without first obtaining permission from their immediate supervisor or designate. If in the performance of their duties a steward or member of the Grievance Committee is required to enter a department in which they are not ordinarily employed they shall, immediately upon entering such department, report their presence to the supervisor or person in charge, as the case may be. When resuming their regular duties such persons shall again report to their immediate supervisor or designate. Where the provisions of this clause have been met then:

- (a) the time spent by stewards during their regular hours of work when carrying out their duties as stewards, and on the Employer's premises only, shall be without loss of pay;
- (b) the time spent by members of the Grievance Committee in carrying out their

- duties as defined in Article 8 - Grievance Procedure during their regular hours of work and on the Employer's premises only shall be without loss of pay;
- (c) the time spent by members of the Negotiating Committee during their regular hours of work shall be without loss of pay when meeting with the Employer in negotiations up to and including Arbitration.

## **ARTICLE 7 - ASSISTANCE OF THE UNION**

- 7.01 The Union shall have the right of assistance from a representative of the Canadian Union of Public Employees when negotiating or dealing with the Employer on matters related to the administration of the Collective Agreement.

## **ARTICLE 8 - DISCIPLINE**

- 8.01 The Parties recognize the principles of progressive discipline and the presumption of innocence. In all proceedings, the Employer shall bear the onus of proving just cause for discipline imposed.
- 8.02 An Employee shall have union representation at any meeting with management occurring during the disciplinary process.
- 8.03 Such disciplinary meeting shall normally take place during the employee's scheduled shift and the amount of time allotted for the meeting shall be appropriate to the circumstances which gave rise to the meeting. If the employee is not at work and is not scheduled to work within three (3) days of the incident, or if the incident giving rise to the meeting is so serious that more immediate action is warranted, the employee may be called in at a time when they are not scheduled. The employee shall be paid for all time spent in disciplinary meeting at straight time.

The employee and the Steward may be allowed to meet for a reasonable period of time in private if such a meeting is requested by either party.

### **8.04 Access to Personnel File**

Each employee shall have reasonable access to their personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Manager of Human Resources or designate. An employee has the right to request copies of any evaluations in their file. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

- 8.05 Any letter of reprimand, suspension or any other sanction will be removed from the record of an employee provided that such employee's record has been discipline free for a period of twelve (12) months.

Notwithstanding the above, disciplinary matters related to resident abuse shall be

removed from the record of an employee provided that such employee's record has been discipline free for a period of twenty-four (24) months

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

9.01 For purposes of this agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of this agreement, including any question as to whether a matter is arbitrable.

An employee has no grievance until they have given their supervisor an opportunity to adjust their complaint.

If the alleged circumstances of any complaint (save and except discharge cases) occurred more than fifteen (15) days prior to a grievance being filed at Step 1 of Clause 8.02, the Chief Executive Officer may, at her discretion, refuse to consider the matter, or having considered it may refuse to agree to submit the matter to arbitration.

### 9.02 **Step 1**

If an employee is satisfied that he/she has a grievance, the Union shall present such grievance in writing to their immediate supervisor/manager, and a member of the Grievance Committee (selected by the Union) shall accompany them. If a settlement satisfactory to the employee is not reached within four (4) working days then the second step of this Grievance Procedure may be invoked.

### **Step 2**

The grievance shall be reduced to writing and submitted to the appropriate Director. The Director shall arrange a meeting with the Grievance Committee within three (3) working days. The Director shall give their reply, in writing, within a period of three (3) working days following the meeting. Receipt of such reply, to be acknowledged by the Chairperson of the Grievance Committee. Failing a satisfactory settlement, within four (4) working days of receipt of the Director's reply, the third step of the Grievance Procedure may be invoked.

### **Step 3**

The Grievance Committee, at a meeting called for that purpose, shall present the written grievance to the Chief Executive Officer/designate, and a decision shall be rendered within five (5) working days from the date of receipt of the grievance. Should the reply of the Chief Executive Officer/designate be deemed unsatisfactory, the Grievance Committee may, within a period of fifteen (15) days from the date of receipt of the reply of the Chief Executive Officer/designate, invoke the arbitration provisions of this Agreement or notify the Employer of the Union's preference to proceed to Grievance Mediation prior to Arbitration. Attendance at Grievance Mediation and choice of Mediator shall only be through mutual agreement. Within fifteen (15) days of a failed Mediation attempt, the Union shall provide notice of its

desire to proceed to Arbitration.

9.03 In the event of a dispute involving a question of general application or interpretation of this Agreement, and which could not otherwise be resolved by a grievance of an employee (or a group of employees), the Union may commence proceedings at Step 2 of the Grievance Procedure.

9.04 **Management Grievance**

It is understood that the Employer may bring forward at a meeting with the Grievance Committee, called for that specific purpose, any complaint or grievance and that if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration in the same way as a grievance of an employee.

9.05 The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration. A claim by an employee who has completed their probationary period that they have been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within fifteen (15) working days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

- (a) confirming the Employer's action in dismissing the employee; or
- (b) reinstating the employee with or without full compensation for the time lost; or
- (c) any other arrangement which may be deemed just and equitable.

9.06 The time limits referred to in this Article shall be exclusive of Saturdays, Sundays and statutory holidays.

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

**ARTICLE 10 – ARBITRATION**

10.01 When either party requests that a grievance be submitted to arbitration, and within the time limit set forth above, such request shall be made in writing to the other party to the Agreement, indicating the name of three arbitrators it proposes to hear the grievance. Within fifteen (15) days thereafter the other party shall answer in writing, either agreeing to one of the proposed arbitrators or proposing an alternative selection of three arbitrators. If the parties are unable to agree upon an arbitrator to hear the grievance, the Provincial Minister of Labour may be asked to exercise its jurisdiction to appoint an arbitrator.

10.02 The decision of the arbitrator shall be final and binding upon the parties.

10.03 The arbitrator is not authorized to alter, modify, amend, or add to any part of this

Agreement, nor to deal with any matter not covered by this Agreement. However, the arbitrator shall have the power to dispose of any discharge or suspension grievance by any arrangements which, in their opinion, it deems just and equitable.

- 10.04 No person may be appointed as an arbitrator who has been involved in a previous attempt to negotiate or settle the grievance.
- 10.05 Each party shall be responsible an equal share of the fees and expenses of the arbitrator.
- 10.06 Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to clarify the decision.

#### **ARTICLE 11 - NO STRIKE OR LOCKOUT**

- 11.01 The Employer agrees that it will not cause or direct any lockouts of its employees, and the Union agrees that there will be no strike during the term of this agreement. The meaning of "Strike and Lockouts" shall be defined in the *Ontario Labour Relations Act*, as amended from time to time.

#### **ARTICLE 12 - LEAVE OF ABSENCE**

##### **12.01 Request for Leave of Absence**

All requests for leave of absence will be submitted in writing to the department head on the approved form and considered on an individual basis. Such requests will be made as far in advance as possible, and a written reply will be given by the Manager or designate, except in cases of emergency. Such approval shall not be unreasonably withheld.

##### **12.02 Bereavement Leave**

An employee who notifies the Employer as soon as possible following the death shall be granted a leave of absence, without loss of regular straight time earnings for their scheduled hours of work, as follows:

Death of an employee's spouse, common law spouse, mother, father, same sex partner, child, or step-child: fourteen (14) consecutive days commencing with the day of death.

Death of an employee's mother-in-law, father-in-law, brother, sister, son-in-law, daughter-in-law, legal guardian, grandparent or grandchild: five (5) consecutive days commencing with the date of death.

Death of an employee's brother-in-law, sister-in-law, aunt, uncle, grandparent-in-law, niece and/or nephew: three (3) days at the time of death.

It is understood that one of the shifts listed above may be taken for the service in the event it takes place outside of the initial three (3), five (5) or fourteen (14) day period.

### 12.03 **Pregnancy and Parental Leave**

.01 A pregnant employee is entitled to up to seventeen (17) weeks' leave of absence without pay and with accumulation of seniority and service, for the purpose of childbirth and recovery. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act*.

.02 A parent is entitled to up to sixty-one (61) or sixty-three (63) weeks of parental leave of absence, without pay and with accumulation of seniority and service. The leave of absence shall be in accordance with the provisions of the *Employment Standards Act*.

Seniority and service for part-time employees for the purposes of Articles 11.03 .01 and .02 above, shall be based upon the employee's average weekly hours worked in the twenty-six (26) weeks immediately preceding the commencement of the leave, excluding any periods of approved leaves of absence in excess of five (5) continuous calendar days.

.03 The Employer shall continue to pay its share of the premium cost of insured benefits and pension, where applicable, while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit.

.04 The Employer shall reinstate an employee returning from pregnancy or parental leave to the position the employee most recently held at St Joseph's at Fleming, if the position still exists, or to a comparable position, if it does not. A reinstated employee shall be paid an hourly rate at least equal to the greater of their hourly rate at the time of taking leave, or the hourly rate that the employee would be earning had the employee worked throughout the leave.

.05 When persons are hired to replace employees who are on approved pregnancy or parental leave, the period of employment of such persons will not exceed the pregnancy or parental leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

This clause would not preclude such employees from using the job posting provision under the Collective Agreement and any successful applicant who has completed their probationary period will be credited with the appropriate seniority.

The Employer will outline to employees selected to fill such temporary vacancies, the circumstances giving rise to the vacancy, and the special conditions relating to such employment.

.06 **Pregnancy Supplemental Unemployment Benefit (SUB)**

An employee on Pregnancy Leave as provided under this Agreement who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Section 30 of the *Unemployment Insurance Act, 1971*, shall be paid a supplemental unemployment benefit upon approval of such by the Unemployment Insurance Commission. That benefit will be equivalent to the difference between eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week unemployment insurance waiting period. Receipt by the Employer of the employee's unemployment insurance cheque stub as proof that the employee is in receipt of unemployment insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks.

12.04 **General Leave**

The Employer may grant a leave of absence, without pay and without loss of seniority, to any employee who requests such leave for good and sufficient cause, such requests to be in writing.

12.05 **Medical Leave - Part-Time Employees**

For regular part-time employees, where such leave is granted for medical reasons, seniority shall continue to accrue on the basis of the employee's regularly scheduled hours.

12.06 **Jury Duty**

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

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

12.07 (a) **Medical Care Leave - Full-Time Employees**

Full-time employees may be allowed to use accumulative sick leave in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance. On request, employees will be required to provide proof of attendance for the preventative medical or dental care concerned. Such leaves shall not normally exceed one-half (1/2) working day. In the event that the leave exceeds one-half (1/2) working day, a certificate from the employee's

doctor or dentist to substantiate the need for additional time will be required. The maximum number of such leaves shall be three (3) in any one (1) calendar year.

The Employer agrees that they shall reimburse costs for the production of the medical certificate. The Employer shall supply the appropriate form to be completed by the medical practitioner.

(b) **Injury Pay - Part-Time Employees**

If a part-time employee is injured on the job and their supervisor excuses them from further duty for the balance of their shift, the employee's regular rate of pay shall continue for the balance of the shift.

12.08 **Effect of Absence - Full-Time Employees**

It is understood that during an approved unpaid absence not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.

During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.

Notwithstanding this provision, service shall accrue during a pregnancy or parental leave.

In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence, except that the Home will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of Workplace Safety & Insurance Board benefits, and during a pregnancy or parental leave, unless an employee elects in writing not to participate in a benefit.

It is further understood that during such unpaid absence, credit for seniority for purposes of promotions, demotions, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision, seniority for full-time and part-time employees shall accrue during pregnancy or parental leave and if an employee's absence is due to a disability. For part-time employees, seniority is based on an average of their hours worked for the twenty-six (26) week period prior to their absence.

12.09 **Education Leave**

If required by the Home, an employee shall be entitled to leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications.

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

- 12.10 (a) Union Leave: Upon receipt of reasonable notice, the Employer will grant leave of absence without pay and benefits and without loss of seniority to an employee who is elected or selected for a full-time or part-time position with CUPE, the Ontario Federation of Labour (OFL) or the Canadian Labour Congress, for a period of up to two (2) years.

The employee will be entitled to return to their former position at the expiration of the period or to another position in accordance with their ability and seniority, if their position is not available.

- (b) Union Leave: Where leave of absence has been granted under this Article to an employee who has been elected to the National Executive Council of the Canadian Labour Congress, or appointed to a CUPE or OFL sponsored board or agency, such leave of absence will be automatically renewed for the duration of the employee's term or office.

Seniority will accrue for the initial two year period.

- 12.11 Union Affairs: Employees elected or appointed to attend conferences, conventions, seminars and schools or to conduct the Union's affairs will, where reasonably possible, be granted to leave of absence without pay for the same provided the Employer is given reasonable notice. Service and seniority shall accrue during such leave. The Employer will continue to pay the employee's salary and benefits and invoice the Union for the same

- 12.12 Public Office: When elected to a federal or provincial legislature or elected to a full-time municipal office, the Employer will grant leave of absence without pay and benefits and without loss of further accumulation of seniority for one (1) term of office. One further extension of one (1) term may be granted on written application.

### **ARTICLE 13 - SICK LEAVE, INJURY AND DISABILITY - FULL-TIME EMPLOYEES**

- 13.01 The Home will continue to provide and fund a short-term sick leave plan equivalent to that described in the 1992 Hospitals of Ontario Disability Income Plan brochure, which is appended to this Agreement.
- 13.02 The Home will continue to pay seventy-five percent (75%) of the billed premium towards coverage of eligible employees under the long-term disability portion of the Plan (HOODIP), the employee paying the balance of the billed premium through payroll deduction.
- 13.03 If an employee with sick leave credits in a sick leave bank is prevented from working for the Home on account of an occupational illness or accident that is recognized by the Workplace Safety & Insurance Board as compensable within the meaning of the Workplace Safety & Insurance Act, the Home, on application from the employee, will supplement the award made by the Workplace Safety & Insurance Board for the loss of wages to the employee by such amount that the award of the Workplace

Safety & Insurance Board for loss of wages, together with the supplement of the Home, will equal 100% of the employee's net earnings, to the limit of the employee's accumulated sick leave credits.

- 13.04 There shall be no pay deduction from an employee's regular scheduled shift when an employee has completed any portion of the shift prior to going on Workplace Safety & Insurance Board benefits.
- 13.05 The Home further agrees to pay employees an amount equal to any loss of benefits under HOODIP for the first two days of the fourth and subsequent period of absence in any calendar year.
- 13.06 A copy of the current HOODIP plan text or, where applicable, the master policy of the current HOODIP equivalent shall be provided to the Union upon written request.
- 13.07 An employee may be required to produce a certificate from a qualified medical practitioner for any illness of more than three (3) working days, certifying that such employee is unable to carry out their duties due to illness. However, where there is a suspected abuse of sick leave, a medical certificate may be required for a shorter period of absence, provided reasonable advance notice is given to the employee.

The Employer agrees that they shall reimburse costs for the production of the medical certificate. The Employer shall supply the appropriate form to be completed by the medical practitioner.

13.08 **Medical certificate**

There shall be a maximum of eighty (80) dollars reimbursed with respect to the cost for the production of a medical certificate.

The eighty (80) dollar cap shall not apply with respect to the Employer seeking the production of additional medical information beyond the original medical certificate.

**ARTICLE 14 - VACATIONS**

- 14.01 For the purpose of calculating vacations and eligibility, the vacation year shall be from January 1 to December 31.

**Full-Time Employees' Vacation Entitlement**

Full-time employees shall be entitled to vacation on the following basis:

- (a) After six (6) months and less than one (1) year of service as of July 1, an employee shall be entitled to one (1) weeks' vacation with pay.
- (b) After one (1) year of service as of July 1, an employee shall be entitled to two (2) weeks' vacation with pay.
- (c) After two (2) years of service an employee shall be entitled to three (3) weeks' vacation with pay.

- (d) After seven (7) years of service an employee shall be entitled to four (4) weeks' vacation with pay.
- (e) After fifteen (15) years of service an employee shall be entitled to five (5) weeks' vacation with pay.
- (f) After twenty-three (23) years of service an employee shall be entitled to six (6) weeks' vacation with pay.
- (g) After thirty (30) years of service an employee shall be entitled to seven (7) weeks' vacation with pay.
- (h) Vacation pay will be calculated on the basis of each employee's regular hourly rate at the time of taking their vacation for thirty-seven and one half (37.5) hours for each week of vacation entitlement, save and except that where an employee has worked less than eighty percent (80%) of their regular working hours in the previous year (or six (6) months, if applicable), vacation pay will be calculated on the basis of 4%, 6%, 8%, 10%, 12% or 14% (whichever is applicable for two, three, four, five, six or seven weeks) of their earnings received from the Employer in such period.
- (i) When employment is terminated before the employee has been granted a paid vacation, they shall be entitled to pay in lieu of vacation based on 14% 12%, 10%, 8%, 6% or 4% of their earnings received from the Employer in such period where six, five, four, three, two and one week respectively would otherwise have been applicable.
- (j) Paid holidays will be in addition to the time granted for vacations.
- (k) The Employer will make every reasonable effort to grant an employee their annual vacation in consecutive weeks. It is understood that where the vacation period extends beyond two (2) weeks, the Employer reserves the right to make the final determination as to the time of the third (3rd) and subsequent weeks.
- (l) In determining vacation periods of two (2) weeks during the months of July and August, seniority within the departments will apply. In determining vacation periods in excess of two (2) weeks' duration during the period from September 1 to June 30 of the following year, seniority within the department will apply. Vacation will not normally be granted between December 24 at 2300 hours and January 1 at 2300 hours.

#### 14.02 **Illness During Vacation - Full-Time Employees**

When an employee's scheduled vacation is interrupted due to serious illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.

Serious illness is defined as an illness which requires the employee to receive on-going medical care and/or treatments resulting in either hospitalization or which would confine the employee to their residence or to bed rest for more than three days.

The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

**14.03 Part-Time Employees' Vacation Entitlement**

Each part-time employee shall be entitled to a vacation allowance calculated on the basis of their total earnings between July 1 of the previous year and June 30 of the current year, as follows:

- Less than two years of service 4%
- Two or more years of service but less than seven years of service 6%
- Seven or more years of service but less than fifteen years of service 8%
- Fifteen or more years of service but less than twenty-three years of service 10%
- Twenty-three or more years of service But less than twenty-eight years of service 12%
- Twenty-eight or more years of service 14%

For the calculation of service, one year is equal to 1725 hours.

When a part-time employee's employment is terminated before the employee has received their vacation allowance, he shall be entitled to such allowance based on four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen (14%) of their total earnings as set out above, between July 1 of the previous year and their date of termination.

The Employer shall provide the Part-time employee their vacation earnings accumulated to date with two (2) weeks written notice from the employee. Vacation earnings can be accessed two (2) times per year. The Employer shall pay the part-time employees on the final non-pay week in June of each year any remaining money owed will be paid to employees on a separate cheque.

**14.04 Work During Vacation - Full-Time and Part-Time Employees**

Should an employee who has commenced their scheduled vacation agree, upon request by the Home, to return to perform work during their vacation period, the employee shall be paid at the rate of one and one-half (1 1/2) times their basic straight time hourly rate for all hours so worked. The originally scheduled days on which such work is performed will be re-scheduled.

**ARTICLE 15 - PAID HOLIDAYS - FULL-TIME EMPLOYEES**

**15.01**

01. The following holidays shall be observed by the Employer, and a full-time employee who has completed thirty (30) days of employment and otherwise

qualifies under Article 04. hereunder shall receive the following paid holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 <sup>st</sup> )	Boxing Day
Civic Holiday	National Day for Truth and Reconciliation
Easter Monday	

02. Should the Employer be required to observe additional paid holidays as a result of legislation, it is understood that one of the existing holidays recognized by the Employer shall be established as the legislated holiday after discussion with the Union, so that the Employer's obligation to provide for thirteen (13) paid holidays remains unchanged.
03. Holiday pay is defined as the amount of regular straight time hourly pay exclusive of shift premium which an employee would have received had they worked a normal shift on the holiday in question.
04. In order to qualify for pay on a holiday, an employee shall complete a full scheduled shift on each of their working days immediately preceding and immediately following the holiday concerned unless the employee was absent due to:
  - (a) verified illness or accident which commenced in the current or previous pay period in which the holiday occurred;
  - (b) lay-off for a period not exceeding five (5) calendar days, inclusive of the holiday;
  - (c) a leave of absence for a period not exceeding five (5) calendar days, inclusive of the holiday;
  - (d) vacation granted by the Employer;
  - (e) the employee's regular scheduled day off.
05. An employee who qualifies under Article 04., and is required to work on any of the above-named holidays will, at the option of the Employer, receive either:
  - (a) pay for all hours worked on such day at the rate of one and one-half (1 1/2) times their regular straight time rate of pay in addition to their regular straight time rate of pay; or
  - (b) pay at the rate of time and one-half the employee's regular straight time rate of pay for work performed on such holiday and a lieu day off at regular straight time rate of pay within ninety (90) days following the holiday.

Such lieu day off to be selected by the employee and the Department Head by mutual agreement. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.

06. An employee who is scheduled to work on a paid holiday and who fails to do so shall lose their entitlement to holiday pay unless the employee provides a reason for such absence which is acceptable to the Employer.
07. If a paid holiday falls during an employee's vacation, their vacation shall be extended accordingly, provided the employee qualifies for the holiday pay.
08. If a paid holiday falls during an employee's regular day off, another day off selected by the employee and the Department Head by mutual agreement, providing the employee qualifies for the holiday pay. Failing such mutual agreement, the lieu day will be scheduled by the Department Head.
09. An employee entitled to holiday pay hereunder shall not receive sick leave pay to which they may otherwise have been entitled.

10. **Work on a Holiday - Part-Time Employees**

When an employee is required to work a shift on any of the following days:

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

The employee will be paid at time and one-half (1 ½) their regular hourly rate for all hours worked on the scheduled shift.

**ARTICLE 16 - HOURS OF WORK AND WORKING CONDITIONS**

- 16.01 (a) The normal full-time working hours shall average seven and one-half (7 1/2) hours per day and seventy-five (75) hours in a two (2) week period, arranged as follows:

**Full-Time Employees**

Scheduled working hours of between 7.5 and 11.25 ~~7.5~~ hours per day, paid at the employee's regular straight-time rate of pay except as noted below. Such hours are exclusive of a one-half (1/2) hour unpaid meal break.

**Part-Time Employees**

Scheduled working hours of between 4.0 and 11.25 hours per day, paid at the employee's regular straight-time hourly rate except as noted below. Such hours are exclusive of a one-half (1/2) hour unpaid meal break.

If a full-time or part-time employee's normal daily shift is seven and one-half (7 1/2) hours or less, and if the employee works in excess of 7 1/2 hours on that shift at the request of, or approval of, the Head of the Department in which

he is employed, the employee shall be paid at their regular hourly rate for hours worked up to and including seven and one-half (7 1/2) hours, and at time and one-half (1 1/2) their regularly hourly rate for hours worked beyond seven and one-half (7 1/2).

If an employee's normal daily shift exceeds seven and one-half (7 1/2) hours, and if the employee works in excess of their regularly-scheduled hours on that shift at the request of, or approval of, the Head of the Department in which he is employed, the employee shall be paid for such excess hours at the rate of time and one-half (1 1/2) their regularly hourly rate.

(b) Posting of Schedules

Schedules will be posted two (2) weeks in advance of their implementation date and will cover a six (6) week period.

- (c) Employees may request to exchange shifts of work with another employee in their own classification forty-eight (48) hours prior to the start of the affected shifts. Employees must submit their request in writing to their Manager or designate, co-signed by the employee who is willing to exchange their shifts of work. Such exchanges will be subject to the discretion of Manager or designate and will not be unreasonably denied. It is understood that such a trade initiated by the employee and approved by the Employer shall not result in overtime rates of pay or any claims of non-compliance with any scheduling provision of this Agreement.

Shift exchanges with less than forty-eight (48) hours' notice may be approved by the department Head or designate at their discretion.

16.02

- (a) For full-time employees, the employer will schedule weekends off on the basis of every other consecutive Saturday and Sunday for all employees or, in lieu thereof, pay the employee at the rate of time and one-half (1 1/2) for all hours worked on the second consecutive weekend. It is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday, or for those working twelve (12) hour shifts, the weekend shall commence at 1900 hours Friday and end at 1900 hours Sunday
- (b) For part-time employees, the Employer will schedule weekends off on the basis of every third consecutive Saturday and Sunday for all employees or, in lieu thereof, pay the employee at the rate of time and one-half (1 1/2) for all hours worked on the third consecutive weekend. It is understood that a weekend shall commence at 2300 hours Friday and end at 2300 hours Sunday, or for those working twelve (12) hour shifts, the weekend shall commence at 1900 hours Friday and end at 1900 hours Sunday.

- (c) It is understood that where possible, the Employer will endeavour to schedule senior part-time employees on the same basis as full-time employees for weekend work.

Where paid holidays fall on a Friday and/or a Monday, available holiday shifts will be given by seniority to the part-time employees who are scheduled to work that weekend.

- (d) It is understood that call-in shifts offered to employees does not violate the provisions of (a) and (b) above when determining the appropriate level of weekends off.

- 16.03 Notwithstanding Article 15.02, part-time employees may make a written commitment (revocable every six months) to receive additional weekend call-ins at the regular straight-time rate of pay. Part-time employees who volunteer for such additional call-ins shall not have those call-ins counted to equalize shifts with those employees who have not so volunteered.

**Clarity Note:**

In all the above cases, the appropriate premiums shall be paid for weekend work on a paid holiday, after seventy-five (75) bi-weekly hours, or after 7½ daily hours or the normal shift, whichever is greater.

- 16.04 Part-time employees shall not be required to work split-shifts.

- 16.05 Except where the parties have agreed otherwise, no full-time employee shall be scheduled to work more than six (6) consecutive days, but days off (excluding every second weekend off) may be non-consecutive. Where an employee does work more than six (6) consecutive shifts, pay for the seventh (7th) and subsequent shifts worked without a day off shall be at the rate of one and one-half (1 1/2) times their regular hourly rate.

- 16.06 The Employer shall schedule part-time employees in such a manner that no employee will work more than six (6) consecutive shifts without a day off. Where a part-time employee does work more than six (6) consecutive shifts, pay for the seventh (7th) and subsequent shifts worked without a day off shall be at the rate of one and one-half (1 1/2) times their regular rate of pay.

- 16.07 The Employer will make every reasonable effort to afford employees engaged in shift work at least forty-eight (48) hours' notice in advance of assignment to a different shift.

- 16.08 When an emergency arises after an employee has left the Home, following completion of their regular shift, and the employee is required by the Home to return to the Home to perform emergency duties before their next scheduled shift commences, then the employee will be paid a minimum of three (3) hours at time and one-half (1 1/2).

16.09 The Employer agrees to continue its present policy of granting one (1) fifteen (15) minute rest period in each four (4) hour shift, the time for such period for such employee to be determined by the Manager or designate.

16.10 **SHIFT DIFFENTIAL**

The Employer will pay a shift differential to all employees for each hour where at least half of hours worked fall between 2:00 pm and 6:00 am of the following day, as follows. Shift premium shall not form part of the employee's regular hourly rate.

April 1 2024: \$1.25

April 1 2025: \$1.40

April 1 2026: \$1.55

**WEEKEND PREMIUM**

The Employer will pay a shift differential to all employees for all hours worked where the majority of hours on their worked shifts falls between Friday at 23:00 and Sunday at 23:00, as follows. Weekend premium shall be in addition to any other premium paid at that time and shall not form part of the employee's regular hourly rate.

April 1 2024: \$0.70

April 1 2025: \$0.85

April 1 2026: \$1.00

16.12 In the case of shift changes made at the request of an employee, or on changeover to/from daylight savings time, there will be no overtime pay owing to the employee. The employee will be paid for actual hours worked.

16.13 **Reporting Pay**

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

16.14 Overtime premiums shall not be duplicated nor pyramided nor shall the same hours worked be counted as part of the normal work week and also hours for which the overtime premium is paid. For clarity, there shall be no layoff in normal regular scheduled hours to avoid paying for overtime costs.

16.15 The Home shall schedule each full-time employee off for four (4) consecutive days at either Christmas or New Year's. The days off at Christmas shall include December 25 and December 26, and the days off at New Year's shall include December 31 and January 1. For purposes of clarity, it is understood that no employee will have a right to be scheduled off over Christmas in two consecutive years, or over New Year's in two consecutive years. Christmas and New Year's days off shall commence not later than 1900 hours of the previous day.

During the period between December 15<sup>th</sup> and January 5<sup>th</sup> and when Christmas, Boxing Day, New Years' eve, or New Years' day falls on either Saturday or Sunday, the schedule provisions under 15.02 shall be suspended in order to accommodate the above four (4) consecutive days.

16.16 The Home shall endeavour to schedule each part-time employee off on either Christmas Day or New Year's Day, the day to alternate each year. Where it is not possible to provide such time off for all part-time employees, then it will be provided on the basis of seniority. Christmas and New Year's days off shall commence not later than 1900 hours of the previous day.

16.17 An employee shall receive four (4) hours pay if their scheduled shift is cancelled with less than twenty-four (24) hours' notice, except in circumstances beyond the Home's control, e.g., fire, flood.

16.18 No part-time members will be scheduled for more than one hundred and forty-four (144) hours on a six-week schedule.

Call-ins will be done in order of seniority for employees marked "available".

Employees with less than one hundred and forty-four (144) hours will receive call-ins by seniority until they receive one hundred and forty-four (144) in the current six-week schedule period.

Where all employees have obtained one hundred and forty-eight (144) hours of work within a six-week schedule period, or where those employees under one hundred and forty-four (144) hours of work are not available or would incur overtime rates for working, additional call-in will be by seniority.

## **ARTICLE 17 - BENEFIT PROGRAMMES - FULL-TIME EMPLOYEES**

### **17.01 Insurance Plans**

The Home agrees, during the term of the Collective Agreement, to contribute towards the premium coverage of participating eligible employees in the active employ of the Home under the insurance plans set out below, subject to their respective terms and conditions including any enrolment requirements:

(a) In the event that an employee is obliged to specifically request semi-private coverage, the Home agrees to reimburse the cost, if any, to employees for such semiprivate coverage.

(b) The Home agrees to contribute one hundred percent (100%) of the billed

premium towards coverage of eligible employees in the active employ of the Home under the existing Insurance Plans providing for ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) deductible.

- (c) The Home agrees to contribute one hundred percent (100%) of the billed premium towards coverage of eligible employees in the active employ of the Home under HOOGLIP.
- (d) The Home agrees to contribute fifty percent (50%) of the billed premiums towards coverage of eligible employees in the active employ of the Home under the Benefit Plan with a limit fluoride treatment to those 18 years of age or comparable coverage with another carrier (based on the current ODA fee schedule as it may be updated from time to time) providing the balance of the monthly premium is paid by the employee through payroll deduction.
- (e) The Home agrees to contribute one hundred percent (100%) of the billed premium towards the coverage of eligible employees in the active employ of the Home under the Vision Care Plan. Vision Care Plan maximum shall four hundred dollars (\$400.00). The vision care plan shall provide for vision testing costs as part of the four hundred dollars (\$400.00) maximum every twenty-four months.
- (f) In the event of a lay-off of an employee, the Home shall pay its share of insured benefit premiums up to the end of the month in which the lay-off occurs.
- (g) The employee may, if possible under the terms and conditions of the insurance benefit programs, continue to pay the full premium cost of a benefit or benefits for up to three (3) months following the end of the month in which the lay-off occurs. Such payment can be made through the payroll office of the Home, provided that the employee informs the Home of their intent to do so at the time of lay-off, and arranges with the Home the appropriate payment schedule.
- (h) Where an employee, with fifteen (15) years or more seniority, opts for early retirement between age fifty-five (55) and sixty-five (65) the employer shall continue to pay its share of the benefits until the retiree reaches the age of sixty-five (65) provided the retiree makes suitable pre-payment arrangements with the Home.

#### 17.02 **Pension (applicable to both full-time and part-time employees)**

All present employees enrolled in the defined benefit Hospitals of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the plan subject to its terms and conditions. New employees and employees not yet eligible for membership in the plan shall, as a condition of employment, enrol in the plan when eligible in accordance with its terms and conditions. It is understood that enrolment in the pension plan is optional for part-time employees.

#### 17.03 **Benefit Information**

The Employer shall provide the Union with a copy of all employee benefits and health and welfare master plan texts and amendments upon written request. It is understood that the Employer may, at any time, substitute another carrier for any plan listed in this Article, provided that the level of benefits conferred thereby are

not decreased. The Employer will notify the Union in advance of any such 7

## **ARTICLE 18 - SENIORITY**

### **18.01 Calculation of Seniority**

Seniority shall be established on the basis of an employee's service with the Home, calculated as follows:

#### **Full-time Employees**

A full-time employee's seniority is calculated from the date upon which the employee last commenced employment with the Home, save and except as may be necessary to give effect to Article 11.08.

#### **Part-Time Employees**

A part-time employee's seniority is calculated from the date upon which the employee last commenced employment with the Home, and is based upon hours worked. For part-time employees, 1725 hours worked equals one year of seniority.

18.02 A combined seniority/service list of all employees covered by this Agreement, both full-time and part-time, shall be posted in February and August of each year. This list shall show names, positions and hours worked since the employee last commenced employment with the Home in a position covered by this Agreement, save and except as may be necessary to give effect to Articles 11.08 and 18.01. Copies of the seniority list will be posted on the bulletin board for a period of thirty (30) days and one (1) copy will be supplied to the Union. If no challenge is filed within the period of thirty (30) days, the list shall be accepted as correct for all employees except for any employee absent on vacation for all of such period, who will be afforded five (5) days from the date of their return from vacation to satisfy themselves that their date and position are correct.

### **18.03 Seniority During Absence**

If an employee is absent from work because of lay-off for a period other than defined in 18.07 or absence approved by the Home, the employee shall not lose their seniority rights. For part-time employees, their seniority shall be equal to an average of the hours paid over the previous twenty-six (26) weeks.

### **18.04 Seniority Upon Temporary Transfer Outside of Bargaining Unit**

Any employee who is or has been transferred or appointed temporarily to a position not covered by this Agreement, shall have the service accrued in such non-bargaining unit position counted as service for the purposes of benefits and vacation, but shall not be credited with seniority for the period of absence from the bargaining unit. Upon completion of the temporary transfer, an employee shall be transferred back to their former position. Any employee shall retain seniority for up to one (1) year at which point they shall return to their former position or lose their rights under this Collective Agreement.

18.05 **Probationary Employees**

When a new employee is hired, they shall be on probation for a period of 337.5 hours. Probationary employees will be entitled to all rights and privileges of this Agreement except with respect to discharge.

18.06 **Seniority Applied to Promotions and Transfers**

- (a) Where a permanent vacancy occurs in a classification within the bargaining unit or a new permanent position within the bargaining unit is established by the Home, such vacancy shall be posted for a period of not less than five (5) days. The notice shall contain the following information: nature of position, knowledge and education, ability and skills, and the wage rate or wage range. Applications for such vacancy shall be made in writing within the five (5) day period referred to herein.
- (b) In filling a vacancy under (a) above, appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- (c) The above-noted employee, including an employee who is promoted or transferred to a position in a new job classification, shall be allowed a trial period of up to six (6) weeks, during which the Home will determine if the employee can satisfactorily perform the job. Within this period, the employee may voluntarily return, or be returned by the Home to the position formerly occupied without loss of seniority. This period may be waived with mutual agreement of the employee and Home.
- (d) The trial period per classification is only allowed one time. For example: if an RPN classified employee wishes to transfer to PSW classification and has experience as PSW there would be no 6-week trial. Also, for example, if the applicant has already trialed the position previously there would be no 6-week trial. In these cases, the applicant will have 1 business week to trial the position to determine if they wish to keep the new classification or to return to their previous position. All hours worked would count as seniority.
- (e) A temporary vacancy in a full-time or part-time position which is expected to be for a duration of over three (3) months shall be posted and appointment shall be made of senior part-time applicant, or where there is no part-time applicant, appointment shall be made of the senior full-time applicant. Employees selected for a temporary vacancy must complete the length of the vacancy prior to bidding on a different temporary vacancy unless the different temporary vacancy commences after the current temporary vacancy has been completed.
- (f) Where there is no successful applicant from within the bargaining unit, the Employer shall reserve the right to consider other employees of the Home or persons not employed by the Home.
- (g) For purposes of the operation of this Article, a position which is permanently placed on a fixed shift shall be considered to be a vacancy, and shall be posted accordingly.

- (h) The Union agrees to waive Article 18.06 where a member requires accommodation under WSIB Legislation and the position is deemed appropriate for the injured worker's accommodation.

**18.07 Loss of Seniority**

An employee shall lose all seniority and service and shall be deemed to have terminated if the employee:

- (a) resigns;
- (b) is discharged and is not reinstated through the grievance/arbitration procedure;
- (c) is retired;
- (d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Home of such absence and providing to the Home a satisfactory reason;
- (e) has been laid off for twenty-four (24) months;
- (f) has been laid off and fails to return to work within seven (7) calendar days after the employee has been notified by the Home through registered mail addressed to the last address on the records of the Home, subject to any special provisions regarding temporary vacancies noted under the heading of Layoff and Recall.

**18.08 Layoff and Recall**

A layoff shall be defined as a reduction in regularly scheduled hours of a full-time or permanent part-time employee. For the purposes of this provision, a permanent part-time employee is an employee who is part-time as defined in Article 2.02 and whose position includes a pre-determined number of hours on a regularly scheduled basis.

In the event of layoff, the Home shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.

An employee who is subject to layoff shall have the right to either:

- (a) accept the layoff;
- (b) displace a full-time or permanent part-time employee who has lesser bargaining unit seniority in any classification in the bargaining unit if the employee originally subject to layoff can perform the duties classification without training other than orientation. Such employee so displaced shall be laid off; or
- (c) be placed on the part-time list in the classification from which they are being laid off.

A laid off employee shall be advised of all posted vacancies and shall have the right to apply under the job posting procedures.

A laid off employee shall be advised of all vacant positions so they may apply under the posting procedure, shall be given an opportunity to fill temporary vacancies where s/he is the senior employee available without premium pay, and shall be recalled to a vacant position which is not filled through the posting procedure.

In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary or unfair manner.

An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position they held prior to the layoff should it become vacant within six (6) months of being recalled.

No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

The Home shall notify the employees of recall opportunity by registered mail, addressed to the last address on record with the Home (which notification shall be deemed to be received on the second day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Home.

Employees on layoff shall be given preference for temporary vacancies which are expected to exceed ten (10) working days but to last for a duration of thirty (30) working days or less. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff.

Except in the case where the hours of coverage required in what was formerly a full-time occupation have diminished to less than full-time hours, no full-time employee will be laid off by reason of their duties being assigned to one or more part-time employees.

#### 18.09 **Notice of Permanent or Long-Term Lay-Off**

In the event of a proposed layoff at the Home of a permanent or long term nature, the Home will:

- (a) provide the Union with no less than six (6) weeks' notice of such layoff. Notice to the Union shall include notice for an elimination of a position.
- (b) provide to the affected employee(s), if any, who will be laid off with notice in accordance with the *Employment Standards Act*. However, the *Act* will be deemed to be amended to provide notice to the affected employee as follows:
  - a. if their service is greater than nine (9) years – nine (9) weeks
  - b. if their service is greater than ten (10) years – ten (10) weeks
  - c. if their service is greater than eleven (11) years – eleven (11) weeks

- d. if their service is greater than twelve (12) years – twelve (12) weeks
- (c) meet with the Union to review the following:
  - (i) the reason causing the layoff;
  - (ii) the service the Home will undertake after the layoff;
  - (iii) the method of implementation including the areas of cut-back and employees to be laid off.

In the event of a substantial bed cut-back or cut-back in service, the Home will provide the Union with reasonable notice. If requested, the Home will meet with the Union to review the reasons and expected duration of the bed cut-back or cut-back in service, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Home and the Union resulting from the above review concerning the method of implementation will take precedence over other terms of layoff in this Agreement.

Note: Where a proposed layoff results in the subsequent displacement of any member(s) of the bargaining unit, the original notice to the Union provided in (i) above shall be considered notice to the Union of any subsequent layoff.

#### **18.10 Transfer of Seniority and Service**

Effective March 15, 1985 and for employees who transfer subsequent to March 15, 1985:

For application of seniority for purposes of promotion, demotion, transfer, layoff and recall, and service for purposes of vacation entitlement and wage progression:

- (i) an employee whose status is changed from full-time to part-time shall receive full credit for their seniority and service;
- (ii) an employee whose status is changed from part-time to full-time shall receive credit for their seniority and service on the basis of one (1) year for each 1725 hours worked.

### **ARTICLE 19 - GENERAL**

19.01 The Employer agrees to erect one (1) bulletin board in the scheduling office. The bulletin board shall be used by the Union to post bulletins, letters and any material related to the local union business, and such material shall not be posted elsewhere in the building.

Notices posted on this board by the Home shall be deemed to have been posted within the meaning and provisions of the Agreement.

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

- 19.03 (a) Any rights of the Employer which are not specifically mentioned in this Agreement, and which are not contrary to its intention, shall continue in full force and effect for the duration of this Agreement.
- (b) Any rights of employees in positions covered by this Agreement which are not specifically mentioned in this Agreement, and which are not contrary to its intention, shall remain in full force and effect for the duration of this Agreement.
- 19.04 Official correspondence between the Employer and the Union shall be between the Chief Executive Officer or designate and the President of the Local Union.
- 19.05 An employee who is displaced by technological change or mechanization shall be given the opportunity to fill another vacancy, if capable of doing so and according to seniority, or be given a period of training sufficient to perfect or acquire the skills necessitated by the new methods of operation.
- During the retraining period there will be no reduction in pay. In the event that the employee, after a reasonable training period, is unable to acquire the skill required, he shall be transferred to another position, if available, at the rate of pay for that position or shall be laid off.
- 19.06 Supervisory personnel of the Home will not perform duties normally assigned to those employees who are covered by this Agreement except for purposes of instruction, experimentation or when regular employees are not available.
- 19.07 Attached hereto, and forming part of this Agreement, is Schedule "A" which sets out job classification and wage rates of all employees covered by this Agreement.
- 19.08 **Pay Days**
- Pay periods will be of two (2) weeks' duration terminating at midnight every second Sunday. Pays will be directly deposited in the employees' bank accounts the Thursday following the termination of the pay period. Each paycheque will state vacation entitlement accrued to date.
- 19.09 **Contracting Out**
- The Home shall not contract out any work usually performed by members of this bargaining unit unless by mutual agreement with the union. However, the employer has the right to contract out in situations where it is necessary to ensure the safety and security of residents and/or employees.
- 19.10 **Performing Work Temporarily in a Higher Paid Classification**
- An employee assigned to perform the duties of a higher paid classification, who performs such duties for a period in excess of one half of a shift, shall receive the rate in the higher salary range next greater than their current rate of pay for all hours worked in the higher paid classification.
- 19.11 **Performing Work Temporarily in a Lower Paid Classification**

An employee assigned to perform the duties of a lower paid classification, shall not receive any reduction in their normal rate of pay for all hours worked in the lower paid classification.

19.12 **New Classification**

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

Any change in the rate established by the Employer as mutually agreed upon by the parties or awarded by a Board of Arbitration shall be retroactive to the date that the Union raised the issue with the Employer.

19.13 **Modified Work And Fulfilment Of The Duty To Accommodate**

Where an employee requires modified work or accommodation for a reason mandated by the *Human Rights Code*, the Employer may modify the hours or duties of the employee's current job or otherwise. The parties shall meet to decide an appropriate course of action.

19.14 **Work of the Bargaining Unit**

No unpaid student or volunteer shall do bargaining unit work when such work causes a loss of regularly scheduled hours for bargaining unit employees.

19.15 **Labour Management Committee**

A Committee will be established of two (2) regular members each from Union and Management which shall meet monthly to discuss matters of mutual concern with the objectives of promoting and improving performance of the operations in which they are engaged, the safety and nursing practices and the general relationships of the parties.

The Committee does not have the power to add to, amend or delete any part of the Collective Agreement.

The Labour Management Committee shall appoint a secretary who shall record the minutes, submit them for approval to the parties and have them posted in the workplace within ten (10) business days of each meeting. The secretary's role shall alternate between representatives of the Union and the Employer.

**ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

- 20.01 (a) The Employer and the Union agree that they mutually desire to maintain standards of health and safety in the Home in order to prevent accidents, injury and illness.
- (b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions relating to occupational health and safety.
- (c) The Employer agrees to co-operate reasonably in providing necessary information to enable the Committee to fulfil its functions.
- (d) Meetings shall be held every second month or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- (e) All time spent by a member of the Occupational Health and Safety Committee attending meetings of the Committee, shall be deemed to be time worked for which the employee shall be paid by the Employer at her regular rate and they shall be entitled to such time from her work as is necessary to attend such meetings.
- (f) The Employer and the Union shall endeavour to obtain the full co-operation of their respective constituents in the observation of all safety rules and practices.

**ARTICLE 21 - TERMINATION AND AMENDMENT**

21.01 This Agreement shall continue in full force and effect from April 1, 2024 to March 31, 2027 and shall continue in force from year to year thereafter unless written notice is given by either party within the period of ninety (90) days prior to the expiry of the contract.

The employer will endeavor to provide all retroactivity within thirty (30) days of the Interest Arbitration Award and/or receiving written notice of ratification. If retro is not paid within thirty (30) days, then thereafter interest will be paid.

All retroactivity will be paid to employees on a separate cheque.

Dated at Peterborough, Ontario this   9   day of   July   2025

**FOR THE EMPLOYER**

*Matthew Boyles*  
Matthew Boyles (Jul 14, 2025 09:02 EDT)

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\_\_\_\_\_

**FOR THE UNION**



*Cathy Webdale*  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

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*Natasha Wiranen*  
Natasha Wiranen (Jul 11, 2025 16:49 EDT)

**SCHEDULE A**

**Wage Grid - CUPE L5571 - St. Joseph's at Fleming - Office Staff**

POSITION	RATE OF PAY		
	01-Apr-24	01-Apr-25	01-Apr-26
Scheduler	\$28.00	\$29.12	\$30.43
Reception & Pastoral Care	\$24.00	\$24.96	\$26.08
Nurse Coordinator	\$29.50	\$30.68	\$32.06

**Payment in Lieu of Benefits**

A part-time employee shall receive in lieu of all fringe benefits (being those benefits to an employee, paid in whole or part by the Home, as part of direct compensation or otherwise, save and except salary, vacation pay, standby pay, call-back pay, reporting pay, responsibility allowance, jury and witness duty, and bereavement pay), an amount equal to fourteen and one-half percent (14.5%) of their regular straight-time hourly rate for all straight-time hours paid.

**FOR THE EMPLOYER**

Matthew Boyles  
Matthew Boyles (Jul 14, 2025 09:02 EDT)

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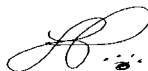


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**FOR THE UNION**

  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

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Natasha Wirranen (Jul 11, 2025 16:49 EDT)

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**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5571**

**Re: Parking**

There shall be no annual parking fee for employees.


**Dated at Peterborough, Ontario this   9   day of   July   2025**

**FOR THE EMPLOYER**

Matthew Boyles  
Matthew Boyles (Jul 14, 2025 09:02 EDT)

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**FOR THE UNION**



Cathy Webdale  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

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Natasha Wiranen  
Natasha Wiranen (Jul 11, 2025 16:49 EDT)  
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**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5571**

**Re: Job Exchanges**

The parties are agreed in principle that employees should be allowed, within their own classifications, to exchange jobs with one another for temporary periods, subject to the parties agreeing to the specifics of a job exchange program.

The parties are agreed that such specifics will include, but will not necessarily be limited to:

- the total number of job exchanges permissible at any one time;
- the period of advance notification to be provided to the Employer regarding any requested job exchange arrangement;
- the appropriateness of a requested job exchange in relation to the provision of services to St. Joseph's at Fleming residents;
- the minimum permissible period, and the maximum permissible period, of each job exchange;
- the status of employees on a specific job exchange should issues arise regarding reductions in hours of work or lay-offs which would have an effect on the employees in either their permanent or their job-exchange assignments.

**Dated at Peterborough, Ontario this   9   day of   July   2025**

**FOR THE EMPLOYER**

*Matthew Boyles*  
Matthew Boyles (Jul 14, 2025 09:02 EDT)

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\_\_\_\_\_

**FOR THE UNION**



*Cathy Webdale*  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

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*Natasha Wiranen*  
Natasha Wiranen (Jul 11, 2025 16:49 EDT)

**LETTER OF UNDERSTANDING**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5571**

**RE: Presidents Book Off**

The Employer agrees to provide one (1) shift (one (1) paid day) in a four (4) week pay period of paid Union book off for the President to complete the work of the Union. It is agreed that one (1) shift and one (1) paid day shall equal eight (8) hours regardless the shift the President is working that day.

The time spent doing Union business is time worked and all provisions of the Collective Agreement apply for these hours worked.

**Dated at Peterborough, Ontario this   9   day of   July   2025**

**FOR THE EMPLOYER**

Matthew Boyles  
Matthew Boyles (Jul 14, 2025 09:02 EDT)

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**FOR THE UNION**



Cathy Webdale  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

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Natasha Wiranen  
Natasha Wiranen (Jul 11, 2025 16:49 EDT)  
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**LETTER OF UNDERSTANDING**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5571**

**Re: Cross Training**

The employer will offer training to receptionists wishing to be able to perform scheduler duties, and vice versa, in order to be eligible to be called to fill absences. It is agreed that opportunities to pick up shifts will be offered first to employees in the classification, and then to cross-trained employees, on the basis of seniority.

**Dated at Peterborough, Ontario this   9   day of   July   2025.**

**For the Employer**

Matthew Boyles  
Matthew Boyles (Jul 14, 2025 09:02 EDT)

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**For the Union**



Cathy Webdale  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

Natasha Viriainen  
Natasha Viriainen (Jul 11, 2025 16:49 EDT)

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5571**

**Re: Recognition of Prior Service**

The following members of the bargaining unit shall have the following vacation entitlements, effective January 1, 2025:

Cathy Webdale – 7 weeks

Anna Edwards – 7 weeks

Nathasha Wirtanen – 10%

**Dated at Peterborough, Ontario this   9   day of   July   2025.**

**For the Employer**

Matthew Boyles  
Mat. rex. Boyles (Jul 14, 2025 15:22 EDT)

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**For the Union**



Cathy Webdale  
Cathy Webdale (Jul 9, 2025 12:40 EDT)

Nathasha Wirtanen  
Nathasha Wirtanen (Jul 11, 2025 16:49 EDT)

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**ST. JOSEPH'S AT FLEMING**

**AND THE**

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 5571**

**Re: Nurse Coordinator**

If a Nurse Coordinator is a qualified RPN, the parties agree that they will receive the L2280 RPN rate for the entire shift, for any shift on which they are requested to perform, and do perform, RPN duties.

**Dated at Peterborough, Ontario this   9   day of   July   2025.**

**For the Employer**

**For the Union**

*Matthew Boyles*

Matthew Boyles (Jul 14, 2025 09:02 EDT)

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*Cathy Webdale*

Cathy Webdale (Jul 9, 2025 12:40 EDT)

*Natasha Wirtanen*

Natasha Wirtanen (Jul 11, 2025 16:49 EDT)

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