

COLLECTIVE AGREEMENT

- between -

AMICA BAYVIEW VILLAGE

(Hereinafter called the "Employer")

- and -

**CANADIAN UNION OF PUBLIC
EMPLOYEES and its LOCAL 4844**

(Hereinafter called the "Union")

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PREAMBLE

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

- a) To maintain and improve the relationship between them to settle the conditions of employment on behalf of the employer's Employees;
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) The Union and Employer recognize the quality of services provided by Amica at Bayview is related to an effective working relationship between the parties;
- d) To promote the morale, well-being and job security of the Employees in the bargaining unit.

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

AND WHEREAS, it is now desirable that methods of bargaining and those matters pertaining to working conditions of the Employees be drawn up in an agreement.

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

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all Employees of Amica Bayview Village, in the city of Toronto, save and except, supervisors and persons above the rank of supervisor.

1.02 **Work of the Bargaining Unit**

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

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

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

1.03 **Contracting Out**

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

1.04 **Definitions**

A "full time" Employee shall be deemed to be an Employee who regularly works more than thirty (30) hours per week.

A "part time" Employee shall be deemed to be an Employee who regularly works less than thirty (30) hours per week.

A "relief part-time" Employee is one who is employed for relief purposes or for work, which is not scheduled on a regular basis.

Relief part-time Employees shall have to be available to accept assignments reasonably often to retain their status.

Where relief part-time is used, the status "casual" is intended to mean the same

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union agrees that it is the exclusive function of the Employer to perform the usual functions of management, including but not as to restrict the generality of the foregoing, except insofar as these rights are limited by the Agreement:

- a) Conduct its business in all respects in accordance with its commitments and responsibilities, including the right to maintain and improve order, discipline, and efficiency;
- b) To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the Employees.

2.02 It is agreed that the functions set forth in Article 2.01 shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

2.03 No Discrimination

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

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

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

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

2.04 Complaints Investigation

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

- i. Investigate the complaint;
- ii. Determine the nature of the complaint; and
- iii. Make written recommendations and ensure the complaint is resolved.

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- iv. The complainant shall at any point in the process, have the right to file a grievance. It is understood that the filing of a grievance shall not unnecessarily delay the complaint investigation.

2.05 Personal Harassment

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

The Employer agrees to maintain a policy consistent with Provincial and Federal law, amended from time to time, with regards to personal or sexual harassment, discrimination, bullying or violence and agrees to include these topics in staff or management training sessions.

ARTICLE 3 – NO STRIKES OR LOCKOUTS

- 3.01 The parties to this Agreement recognize they have a responsibility to the residents and the public for the continuance of uninterrupted service; and in view of the orderly procedure established by this agreement, the Employer agrees that there will be no lockouts of the employees and the Union agrees that there will be no strikes, as defined by the Labour Relations Act of Ontario as amended from time to time.

Any employee participating in an illegal strike, may be subject to discipline or dismissal.

- 3.02 Definition of the terms, "strike" and "lockouts" as used in Article 3.01 above, shall be in accordance with the Ontario Labour Relations Act and amendments thereto.

ARTICLE 4 – UNION SECURITY

- 4.01 The Employer, during the life of this Agreement as a condition of employment, shall deduct monthly from each Employee in the bargaining unit, a sum equal to Union dues as certified by the Union, and remit such sum within forty-five (45) days, to the National Secretary Treasurer along with a list of Employees who have been terminated in the preceding month; a

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- list of the Employees in the bargaining unit; their Employee status; the amount of dues or equivalent monies currently being deducted for each Employee in the preceding month; a list of the Employees who have completed their probationary period in the preceding month and a copy to the Local Secretary – Treasurer.
- 4.02 All Employees within the Bargaining Unit on the date of signing of the Agreement must become members of the Union in good standing in accordance with its Constitution and By-laws and, as a condition of employment, maintain their membership in the Union for the duration of the Agreement.
- 4.03 All new Employees shall, within seven (7) days of commencement of employment, become members of the Union and maintain their membership in the Union for the duration of the Agreement. The Employer agrees to sign into the Union all such Employees.
- 4.04 Union dues deducted from the pay of each Employee will be shown on the Employee's T4 slip.
- 4.05 The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.
- 4.06 Quarterly every calendar year, the Employer shall provide to the President of the Union, a list of all Employees in the Bargaining Unit, their status, job titles, home addresses, email addresses, home telephone numbers known to the Employer.
At the beginning of each calendar month, the Employer shall provide the opportunity for a Union-designated representative to meet with any new Employees hired within the previous thirty (30) days. Such meetings shall not exceed twenty (20) minutes in duration or incur any additional expense for the Employer.

ARTICLE 5 – CORRESPONDENCE

- 5.01 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the General Manager or her designate and the President of the Union with a copy sent to the National Representative of the Union and the Manager of Human Resources or her designate.

ARTICLE 6 - LABOUR MANAGEMENT RELATIONS

6.01 Representation

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

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

6.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than three (3) members of the Employer, as appointees of the Employer, and not more than three (3) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee. No more than two (2) Employees from the same classification shall form part of this Committee unless mutually agreed otherwise by the parties.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission will be granted provided resident care and or operations are not affected. All time spent in performing the above shall be considered as time worked without loss of remuneration.

6.03 Labour-Management Relations Committee

The parties hereby agree to appoint a joint Labour Management Committee of three (3) Employees appointed by the Union and three (3) members appointed by the Employer who shall meet to discuss and if possible provide understanding of points of mutual interest between the parties and to promote cooperative workplace issues and workplace productivity, it being understood that such Committee shall have no right to usurp the power of the negotiation or grievance committees. The committees shall meet from time to time as

agreed between the parties but at least quarterly and all matters for discussion shall be submitted to the Committee Chair previous to each meeting to be placed on the agenda. By mutual agreement of the parties, the number of representatives on the Labour Management Committee may be increased.

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

6.04 Health and Safety Committee

- a) The Employer and the Union agree to cooperate in the promotion of safe working conditions and practices; and the prevention of workplace accidents and injuries.
- b) A joint management and Employee health and safety committee shall be constituted with equal representation from management and the bargaining unit. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.
- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the bargaining Unit Employees, shall make monthly inspections of the workplace and report to the Health and Safety Committee.

In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. In the event of a general inspection, the representatives shall have the right to accompany the Government Inspector, on his/her/their inspections. Scheduled time spent in all such activities shall be considered as time worked.

- d) This committee will function in accordance with the Occupational Health and Safety Act. The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- e) The employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- f) At least one of the members of the committee will be selected by the Union and will be trained to be a certified worker as defined under the Act. Training shall be provided by the Workplace Safety and Insurance Agency with full costs paid by the Employer (including keeping pay whole)

6.05 Aggressive Residents

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

6.06 Representative of the Canadian Union

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

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Election of Union Representatives

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

Elected Union Executives may act in the capacity of Union Representative where necessary.

7.02 Names of Union Representatives

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

7.03 Union Representation

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

7.04 Definition of a Grievance

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

7.05 Grievances shall be processed in the following manner:

Step One (1)

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

Step Two (2)

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

Step Three (3)

The Grievance Committee and representatives appointed by the Employer, shall meet within twenty-one (21) calendar days or at another mutually agreed to time to discuss the grievance. At this step of the grievance procedure, each party shall provide to the other a statement of facts and copies of all relevant documents. The findings or decisions of the Employer shall be presented to the Union in writing within fourteen (14) calendar days of the meeting. If the grievance is not settled at this step, either party may refer the grievance to arbitration under Article 8 within thirty (30) calendar days. The Employer agrees that their representatives at the Step Three (3) meeting have the authority to resolve grievances.

7.06 Policy Grievance

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

7.07 Grievance Mediation

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

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

ARTICLE 8 - ARBITRATION

- 8.01 It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement, which cannot be settled after exhausting the Grievance Procedure, shall be settled by arbitration.

Wherever an Arbitration Board is referred to in the Agreement, the parties may mutually agree in writing to substitute a single Arbitrator for the Arbitration Board at the time of reference to Arbitration. All other provisions referring to an Arbitration Board shall appropriately apply.

A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 7.05 and such notice shall contain the name of the grievor's appointee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their appointee. A third person to act as Chairman shall be appointed by the respective appointees. Should either party fail to name their appointee within five (5) working days or should the appointees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their appointee shall request the Office of Arbitration, Ontario Ministry of Labour, to make the appropriate appointment.

- 8.02 Each of the parties hereto shall bear the expense of the arbitrator appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises. The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration.
- 8.03 It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.
- 8.04 The Arbitration Board shall hear and determine the matter and shall issue a decision, which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.
- 8.05 The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties.

8.06 Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

8.07 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to this contract, it is found that an Employee has been unjustly laid off, suspended, or discharged, that Employee shall be reinstated by the Employer without loss of pay, with all his/her/their rights, benefits, and privileges which he/she/they would have enjoyed if the layoff, suspension, or discharge had not taken place.

If the Arbitration Board finds that an Employee has been unjustly laid off, suspended, or discharged, that Employee shall be reinstated by the Employer and the Arbitration Board may order that this reinstatement be without loss of pay, and with all rights, benefits, and privileges which would have been enjoyed if the layoff, suspension, or discharge had not taken place. Provided, however, that it is shown to the Arbitration Board that the Employee has been in receipt of wages during the period between layoff, suspension, or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the Employee has incurred in order to earn the wages so deducted.

ARTICLE 9 – DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 a) Right to Have Union Representative Present

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

b) Warnings

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

9.02 Discharge Procedure

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

9.03 May Omit Grievance Steps

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

9.05 Access to Personnel File

Upon giving twenty-four (24) hours' notice excluding weekends and holidays, and noting that if notice is given on Friday, the request will be processed on the next business day), an Employee shall have the opportunity to review the contents of his/her/their personnel file at a mutually agreeable time in the office, in which, the file is normally kept. If the Employee so chooses in the presence of an employee Representative. The Employee will be allowed to make copies of any document contained therein. The Employee shall have the right to respond in writing to any document placed in the file in the current year from the last date of review. Such reply shall become part of the permanent record.

9.06 Clearing the File

The record of an Employee shall be removed from the employee's file and not be used against his/her/them at any time after eighteen (18) months following a suspension or disciplinary action, provided that there is no recurrence of disciplinary action within the eighteen (18) month period. At the end of the eighteen (18) month period all reference to the discipline will automatically be removed from the file. Verbal warnings shall be removed from the Employee's file and not used against his/her/them at any time after one (1) year following the date of the letter.

ARTICLE 10 - SENIORITY

10.01 Seniority Defined

Seniority is defined for part-time and relief part-time Employees on the basis of one thousand eight hundred and seventy-five (1875) hours paid.

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

When employees move from part time or part time relief to full time employment, their hours worked will be converted using 1875 hours paid to establish a seniority date.

When employees move from full-time employment to part-time relief, their seniority date shall be used to calculate seniority hours using 1875 hours per year of seniority.

Seniority shall operate on a bargaining unit wide basis.

10.02 Probationary Period

Newly hired Full time and Part Time Employees shall be considered on a probationary period for three (3) months.

Newly hired relief part time Employees shall be considered on a probationary period of five hundred (500) hours and/or six (6) months whichever comes first.

During the probationary period, an Employee may be terminated. If it is shown on behalf of the Employee that the termination was not for just and reasonable cause, the Employee shall be reinstated.

The probationary period may be extended by mutual agreement between the Employer and the Union.

10.03 Seniority List

The Employer shall supply the Union with a seniority list by department in January and July of each year; showing Employees' names alphabetically and their seniority start dates or hours as applicable. Up-to-date information of any interim seniority changes will be available to the Recording Secretary at the General Manager's office during regular daytime hours.

Employees who have a change in status shall have thirty (30) working days from the date of the change in status to challenge the conversion of seniority established in determining their appropriate equivalent seniority and if the Employee fails to do so, the seniority as determined by the Employer shall be deemed to be correct.

10.04 Loss of Seniority

An employee shall lose all seniority and shall be deemed to have terminated employment with the Employer for the following reasons:

- a) Voluntary resignation;
- b) Discharge for just cause and is not reinstated;
- c) Layoff in excess of eighteen (18) months;
- d) Failure to signify intention to return to work within three (3) working days of the receipt of the notice of recall, which shall be in writing addressed to the last known address of the Employee according to the records of the Employer, or failure in fact to return to work within a further seven (7) working days of such signification. An Employee who so fails shall forfeit his/her/their claim to re-employment; or
- e) Is absent from work for three (3) or more consecutive working days without providing a satisfactory explanation and without notifying the Supervisor or designate;
- f) Utilizes a leave of absence for purposes other than those for which the leave may have been granted.

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- g) Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause.

10.05 Transfers and Seniority outside Bargaining Unit

No Employee shall be transferred to a position outside the bargaining unit without her consent.

ARTICLE 11 - NEW AND CHANGED POSITIONS

11.01 Notice of New Position and Changed Positions

In the event the employer establishes a new position, the classification and wage rate for this new position shall be established by the Employer;
and/or;

In the event the Employer adopts new methods of operation, and the effect of which changes job content, and/or required qualifications, a change in the job classifications and/or wage rate shall apply as follows:

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

11.02 Job Descriptions

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

ARTICLE 12 - PROMOTIONS AND STAFF CHANGES

12.01 Job Postings and Applications

If a vacancy or a new job is created for which Union personnel might reasonably be expected to be recruited, the following shall apply:

If the vacancy or new job has a duration of twelve (12) weeks or more, the vacancy or new job including the salary range, a summary of the job description, the required qualifications, the hours of work, including start and stop times and days off and the commencement date shall, before being filled, be posted for a minimum of seven (7) calendar, in a manner which gives all Employees access to such information so that they may apply.

Temporary vacancies anticipated to be less than twelve (12) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will distribute shifts as equally as possible based on seniority and availability.

12.02 The Employer shall also consider applications from those Employees, with the required seniority, who are on an approved leave and who have filled in an application form stating the jobs they would be interested in applying for should a vacancy or new job occur during their leave.

12.03 External Applicants

No external applicants shall be considered until Article 12.01 herein has been complied with.

12.04 Selection and Appointment Criteria

Selections of employees for promotions, demotion, transfers or vacancies within the bargaining unit shall be based primarily on the skills, ability, experience and required qualifications of the employees concerned. Between candidates of similar standing, based on the above factors, seniority shall govern.

12.05 Qualifying Period

The successful applicant shall be placed on trial for a period of thirty (30) days for full time and 45 days for part time. Conditional on satisfactory service, such trial promotion shall become permanent after the above time frames. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, she shall be returned to her former position and salary without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

Employees applying for positions must commit to a trial period of not less than two (2) weeks.

12.06 Union Notification

The Union shall be notified of all appointments, hiring's, layoffs, recalls and terminations of employment.

Notice of such appointments shall also be posted. The Union will be supplied a copy of each posting.

12.07 Full-Time Preference

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

ARTICLE 13 - LAYOFF AND RECALL

13.01 Layoffs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a layoff, employees shall be laid off in accordance with Article 10 – Seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

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

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

13.03 In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remain on the job employees who are qualified and able to meet the normal requirements of the job.

In the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.04 In the event of a layoff of an Employee, the Employer shall pay its share of insured benefit premiums for the duration of the notice period provided for in Article 13.05.

13.05 Notice of Lay Off

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

- a) Provide the Union with 31 work days notice prior to its implementation. This notice is not in addition to required notice for individual employees. At the request of the Union, the Employer will meet to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit..
- b) Provide affected Employees with notice in accordance with the Employment Standards Act. However, the Employment Standards Act will be deemed to be amended to provide notice to the affected employee as follows:
 - i) If service is greater than 9 years – 9 weeks notice
 - If service is greater than 10 years – 10 weeks notice
 - If service is greater than 11 years – 11 weeks notice
 - If service is greater than 12 years – 12 weeks notice

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

13.07 An Employee in receipt of notice of lay-off may:

- a) Accept the layoff; or displace an Employee who has lesser bargaining unit seniority, if the Employee originally subject to layoff is qualified for and is able to meet the normal qualifications of the classification. Orientation will be provided as required. An Employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with the provisions pertaining to notice to lay-off.
- b) An Employee who chooses to exercise the right to displace another Employee with lesser seniority shall advise the employer of his/her/their intention to do so in writing and the position claimed within seven (7) calendar days after receiving the notice of lay-off. Employees failing to do so will be deemed to have accepted the layoff.
- c) A part time or part time relief employee may not displace a full-time employee.

13.08 Recall

An Employee shall have opportunity of recall from layoff to an available opening, in order of seniority, providing he/she/they has/ve the ability and qualifications to perform the work. Vacancies during a layoff/recall will be posted in accordance with Article 11 of the Collective Agreement. Once the job vacancy has been filled under the job posting procedure (and any subsequent posting) an Employee shall have an opportunity of recall from layoff to an available vacancy as set out below in this article.

- a) In determining the ability and qualifications of an Employee to perform the work for the purposes of the paragraphs above, the Employer shall not act in an arbitrary or unfair manner.

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- b) An Employee recalled to work in a different classification from which he/she/they was/were laid off shall have the privilege of returning to the position held prior to the layoff should it become vacant.
 - c) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provisions, or have been found unable to perform the work available.
 - d) The Employer shall notify the Employee of recall opportunity by registered mail, addressed to the last address on record with the Employer. The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. It is the sole responsibility of the employee who has been laid off to notify the Employer of his/her/their intention to return to work within five (5) working days after being notified.

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

13.09 Staff Planning Meetings/Reduction in Workforce

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

ARTICLE 14 - HOURS OF WORK

- 14.01 The work week shall provide for continuous operation Sunday through Saturday.
- 14.02 The hours of work for each regular full-time Employee covered by this Agreement, exclusive of mealtimes, shall be seven and one-half (7.5) hours per day, and thirty-seven and one-half (37.5) hours per week or mutually agreed equivalent agreed to by the Employer and the Union.
- 14.03 Employees who are scheduled to be on-call during a meal period shall be paid for a full shift with the meal period being included within such shift.
- 14.04 Employees will not be required to work more than six (6) consecutive shifts without receiving a minimum of two (2) consecutive shifts off duty. Should an Employee be required to work more than six (6) consecutive shifts the following shift will be paid at overtime rates.

14.05 Rest Periods

All Employees working more than a five (5) hour shift will receive a thirty (30) minute unpaid meal break scheduled as closely as practicable to the middle of the workday.

Subject to operational requirements, the Employer will schedule the following rest periods:

All Employees working a seven and one-half (7½) hour shift shall receive a fifteen (15) minute paid rest period, in each half (½) of the shift.

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

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

14.06 Scheduling

- a) The Employer will arrange the times of all on-duty and off-duty shifts, including statutory holidays, and post these at least thirty (30) calendar days in advance of their effective date.
- b) There will be a minimum of twelve (12) consecutive hours off duty between the ending of one shift and the commencing of another.
- c) When it is not possible to schedule twelve (12) consecutive hours off duty between work shifts, all hours by which such changeover falls short of the twelve (12) consecutive hours off duty, shall be paid at overtime rates in accordance with Article 15 of this Agreement.
- d) If a written request for a change of scheduled shift is made by an Employee which would not allow twelve (12) consecutive hours off duty between work shifts and such request is granted, then the application of paragraphs (b) and (c) of this Article shall not apply.
- e) If the Employer alters the scheduled work days of a regular Employee without giving at least seven (7) calendar days advance notice, such Employee shall be paid overtime rates in accordance with Article 15 – Overtime, for the first shift worked.

14.07 Availability

Part Time will be scheduled equitably on the posted schedule.

Part-time and Full-time staff with less than 75 hours biweekly, are expected to provide reasonable on call availability. Employees are expected to indicate their availability, in writing at the beginning of each month, for additional call-

in shifts. If no availability has been received, the previous availability will remain in effect. The Employer will use this to fill on call shifts in order of seniority.

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

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

14.08 Shift Exchanges

Any Employee who, for their own personal convenience, wishes to exchange shifts with an appropriately qualified other Employee, must first submit such a request to their Supervisor or their authorized designate, in writing seventy-two (72) hours in advance, if possible, of the proposed change. This request will not be unreasonably denied. It is understood that such change in shift shall not result in any overtime payment.

14.09 Standard/Daylight Savings Time

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

14.10 No split shifts will be worked. There will be no rotation of permanent shifts, except as required for in service or other training requirements. In no instance will an Employee be required to rotate over two (2) shift schedules in any two (2) week period.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

Authorized work performed in excess of seven and one-half (7.5) hours per day, or in excess of seventy-five (75) hours in a two (2) week pay period shall be paid for at the rate of time and one-half (1½) of the Employee's regular rate of pay. All overtime must be authorized in advance.

15.02 No Layoff to Compensate for Overtime

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

15.03 Assignment of Overtime

Overtime shall be distributed among Employees, in order of seniority, to those who are willing and qualified to perform the available work. Where possible, call-back time shall also be assigned on the basis of seniority and availability.

Should no Employee be willing to work overtime in a department and other options have been exhausted, the person with the least seniority will be required to work.

15.04 Call-Back Pay Guarantee

If an Employee is called back in case of emergency to work outside his/her/their normal working hours, he/she/they shall be paid at his/her/their regular rate, or at the overtime rate if he/she/they qualifies for overtime with a guaranteed minimum of four (4) hours at the appropriate rate for each call back. When an employee is called back to work, no lieu time shall be substituted.

15.05 Time Off in Lieu of Overtime

Subject to operational requirements, time off in lieu of overtime pay may be taken on a mutually agreed upon basis between the Employee and the Employer, such time off will be the equivalent of the premium rate the Employee has earned for working overtime. The Employer shall revert to payment of premium rate if time is not taken within sixty (60) calendar days.

15.06 An Employee required to work more than two (2) hours of overtime shall be provided with a meal voucher.

ARTICLE 16 - STATUTORY HOLIDAYS

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

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

The Employer agrees to grant full-time (permanent and temporary) employees one floating day off with pay to be taken on a day mutually agreed upon between the Employer and the Employee within each calendar year.

16.02 Work on Scheduled Holidays

A full-time employee who is required to work on any of the above-mentioned holidays shall receive double and one-half (2½) times his or her/their regular rate of pay for all hours worked on that day. By mutual agreement between the full-time employee and the Employer, the regular full-time employee may opt to receive one and one-half (1½) times his or her/their regular rate of pay for all hours worked on that day and shall receive another day off with regular rate of pay which must be taken within 30 days. If it is

the employee's decision to schedule another day they will inform the employer, in writing, of the preferred date seventy-two (72) hours in advance of the master schedule posting date. Approval is subject to operational requirements.

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

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

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

16.03 Holidays for Days Off

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

16.04 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off, alternating yearly, unless otherwise desired and mutually agreed. In the event of a conflict, the deciding factor shall be seniority.

It is understood Christmas includes Christmas Day and Boxing Day and New Year's includes New Year's Eve and New Year's Day.

ARTICLE 17 – VACATIONS

17.01 Each Employee covered by this Agreement shall receive the following vacation with pay on the basis of service as follows:

Before one (1) year of completed service	One (1) day/month to a maximum of ten (10) days
After one (1) year completed service	Two (2) weeks at four percent (4%) of gross earnings
After five (5) years of completed service	Three (3) weeks at six percent (6%) of gross earnings
After eight (8) years of completed service	Four (4) weeks at eight percent (8%) of gross earnings
After fifteen (15) years of completed service	Five (5) weeks at ten percent (10%) of gross earnings.

Part-time and relief part-time employees will have the option of receiving corresponding vacation pay as per 17.01 on each pay cheque or accruing the amount to be paid out at time of vacation leave.

17.02 Vacation time will be allotted as mutually arranged between the individual Employee and the Employer. The Employer will consider the wishes of the Employees in order of the Employees' seniority. The final right to determine vacation time is vested in the Employer to ensure efficient operation of the Employer's business. All vacations must be taken by December 31st of the qualifying year.

17.03 For Part Time employees, week is defined as a regular scheduled week (i.e. employees who work two days a week would be entitled to those two days off for vacation purposes).

17.04 Vacations Carry-over

Employees shall be allowed to carry over five (5) days of vacation from one calendar year to the next, and must be taken within the year of carry-over.

17.05 Vacation Entitlement upon Dismissal

Employees dismissed for cause shall be paid their unused earned vacation allowance.

17.06 Reinstatement of Vacation Days – Sick Leave

In the event an Employee is sick or injured prior to the commencement of his/her/their vacation, and with written medical certification, such Employee shall be granted accrued sick leave and the vacation period so displaced shall be added to the vacation period if requested by the Employee and it is mutually agreed to by the Employee and the Employer; but where the parties do not agree, it shall be reinstated for use at a later date.

17.07 Vacation Scheduling

The choice of vacation periods shall be granted to full-time Employees on the basis of seniority with the Employer. The Employer shall not deny any requested vacation period unreasonably, subject to operational requirements. All vacation requests must be submitted to the Employee's supervisor no later than March 15th of each year. Employees, who do not submit their vacation requests by March 15th of each year, will have their vacation allotment granted on a first come first served basis.

ARTICLE 18 – SICK LEAVE

Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workers' Compensation Act

18.01 a) After completion of probation, Full time Employees shall be granted sick leave for illness from date of employment. Such sick leave shall be granted on the basis of seven (7) working days per year and shall be accumulative to a maximum of ten (10) working day days.

b) After completion of probation, Part time Employees shall be granted sick leave for illness from date of employment. Such sick leave shall be granted on the basis of four (4) working days per year and shall be accumulative to a maximum of five (5) working days.

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

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

18.04 Where specialist medical and/or specialist dental appointments cannot be scheduled outside of work hours, sick leave with pay shall be granted from accumulated sick leave credits.

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

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

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- 18.06 Employees qualifying for WSIB coverage shall be continued on the payroll and shall not have their employment terminated during the compensable period.
- 18.07 Sick leave pay shall be computed on the basis of scheduled work days and all claims shall be paid on this basis.
- 18.08 The Employer shall inform all Employees at least once each year of the number of sick days accumulated and shall make the information available to an Employee on request.
- 18.09 Weekly Indemnity
Employees will become eligible for benefits on the first (1st) day due to accident; first (1st) day of hospitalization (must be hospitalized twenty-four [24] hours or more); or on the eighth (8th) day due to illness for up to seventeen (17) weeks at the rate of sixty-seven percent (67%) of weekly earnings. Coverage terminates at the earlier of retirement or age seventy (70).
- 18.10 Long Term Disability
Employees become eligible for Long Term Disability after seventeen (17) Weeks of continuous disability at the rate of sixty-six and two-thirds percent (66 2/3%) of earnings. Coverage terminates at the earlier of retirement or age sixty-five (65).
- 18.11 Self-Isolation Leave
If an employee is required to self-isolate because of the Employer's policy, Public Health directive, or at the direction of the Employer and if the employee is not entitled to WSIB benefits for the period of such self isolation, the employee will be entitled to use sick-leave, vacation or in lieu entitlements for any hour of work lost during such period.

ARTICLE 19 - LEAVE OF ABSENCE

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

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

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

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

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

19.02 Leave for Union Conventions, etc.

Upon 30 days notice, the Employer shall allow a maximum of two (2) Employees from different classification, at any one time, leave of absence without pay in order that they may attend union conventions, conferences or seminars.

19.03 Leave of Absence for Full-Time Union or Public Duties

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

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

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

19.04 Leave for Union Function

Upon two (2) weeks notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority up to ten (10) days per year. The Union shall reimburse the Employer for receipt of such pay.

19.05 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days. If the funeral or celebration of life is not immediately following the death, the employee may request to take the bereavement leave in conjunction with the funeral.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece or nephew, the employee shall be entitled to leave of absence without

loss of pay for three (3) days. If the funeral or celebration of life is not immediately following the death, the employee may request to take the bereavement leave in conjunction with the funeral.

- c) Additional leave of absence without pay may be granted for necessary travel time.

19.06 Pregnancy and Parental Leave

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

- a) i) Pregnancy leave shall be granted for seventeen (17) weeks as provided in the Employment Standards Act, and may begin up to seventeen (17) weeks before the expected birth date.

The employee shall give the Employer four (4) weeks notice, in writing, of the day upon which she intends to start her leave of absence, unless impossible, and provide the Employer, if requested, with a certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur.

- ii) The employee must have started employment with the Employer at least thirteen (13) weeks before the expected date of birth.
- iii) The employee shall give at least four (4) weeks' notice of her intention to return to work. The employee may shorten the duration of the leave of absence requested under this Article upon giving the Employer four (4) weeks notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 19.06, Parental Leave.

- b) i) If an employee who is pregnant is required to stop working and has been unable to provide two weeks notice, she shall still be entitled to pregnancy leave in accordance with 19.04(a).

Such employee shall, within two (2) weeks after stopping work, provide the Employer with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

- c) During the period of leave, the Employer shall continue to pay the Employer's portion of medical, dental, group life and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- d) i) An employee who intends to return to work after his/her/their pregnancy or parental leave shall so advise the Employer when

he/she/they requests the leave of absence. On return from pregnancy or parental leave, the employee shall be placed in his/her/their former position. If his/her/their former position no longer exists, he/she/they shall be placed in an equivalent position in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began.

All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.

- e) Such absence is not an illness under the interpretation of this Agreement thus does not qualify for sick benefits.
- f) Credits for service for the purpose of vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.
- g) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 19.07 of this Agreement. The employee shall give the Employer at least four (4) weeks' notice, in writing that she intends to take parental leave.

19.07 Parental Leave

- a) An employee who becomes a parent, and who has been employed by the Employer for at least thirteen (13) weeks immediately preceding the date of the birth of a child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) A "parent" includes: the natural mother or father of the child; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his/her/their own.
- c) Parental leave must begin within seventy-eight (78) weeks of the birth of the child or within seventy-eight (78) weeks of the day the child first came into the custody, care and control of the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty- three (63) weeks in duration and sixty-one (61) weeks in duration if pregnancy leave has been availed off.
- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.
- e) Parental leave ends sixty-three (63) weeks and sixty-one (61) if pregnancy leave was availed off, after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

For the purposes of parental leave under Article 19.07 the provisions under Article 19.06 a), c), d), e), f) and g) shall also apply.

19.08 Jury/Witness Duty

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

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

19.09 Education Leave

- a) Employee wages, seniority, all benefits and any approved expense is paid for by the Employer when the Employee participates in Employer directed training.
- b) Employees with three (3) years of continuous employment who wish to further their education in a course related to their employment, may be permitted up to two (2) years of education leave without pay subject to following provisions:
 - i) The Employee shall give the longest possible advance notice in writing. Where an Employee requests an unpaid leave of absence in excess of four (4) calendar months, such Employee shall make every effort to give six (6) calendar months advance notice, in writing, of such request;
 - ii) Every effort shall be made by the Employer to comply with such request, providing that replacements to ensure the proper operation of the department can be found;
 - iii) Notices granting such requests shall be given to the Employee in writing;
 - iv) The parties recognize the value of in-service and of encouraging Employees to participate in in-service;
 - v) Only Employees scheduled by the Employer to attend mandatory in-service seminars shall receive regular wages.

19.10 Special Leave

Special leave with pay may be used for the following purpose:

- a) To attend a formal hearing to become a Canadian citizen - one (1) day.

19.11 Family Leave

Employees shall be granted a leave of eight (8) weeks to care for a seriously ill family member. This leave is in addition to all other existing leave provisions in the collective agreement and ESA. During the leave the employees will continue to accumulate all benefits and seniority under the collective agreement. Employees will be responsible for the payment of their LTD benefits.

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

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

ARTICLE 20 - HEALTH BENEFITS

The Employer shall provide all employees who have successfully completed their probationary period with an Extended Health Care Plan.

Employee benefits will be in accordance with the current Amica Benefits Plan. The full specification of benefits contracted for herein, are as outlined in the Employee Benefits Booklet dated September 17, 2008.

The Employer shall pay one hundred percent (100%) of the premiums, (excluding L.T.D.)

Employees will pay one hundred percent (100%) of the Long Term Disability (L.T.D.) Benefits.

Briefly stated, the benefits plan will provide for the following:

20.01 Change of Carriers

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

20.02 Life Insurance and AD & D

The Employer agrees to pay one hundred percent (100%) of the billed premiums for each employee who has completed their probationary period for the Amica Benefit Plan. The Employer shall provide all employees with a life insurance and Accidental Death and Dismemberment (AD & D) policy coverage equal to two times (2x) an employee's annual earnings for the most

recently completed calendar year and Dependent Life equal to five thousand dollars (\$5,000) for spouse and three thousand dollars (\$3,000) per child.

20.03 Extended Health Care Benefits

Eligible Expenses (Benefit year January 1st - December 31st)

- i) Semi-private hospitalisation: Difference between ward and semi-private hospital room.
- ii) Drugs: Prescriptions drugs as prescribed by a physician or dentist and obtained by a licensed pharmacist.
- iii) Private duty nursing at home when medically necessary, to a maximum of ten thousand dollars (\$10,000.00) per person per calendar year
- iv) Paramedical Services: Five hundred dollars (\$500.00) each per person per benefit year, per specialty.
- v) Vision Care: Up to three hundred and fifty dollars (\$350.00) for adults every 24 months, one hundred and fifty dollars (\$150.00) every 12 months for children, and one hundred dollars (\$100) for eye exams per calendar year. Coverage includes all eligible employees.
- vi) Hearing aids, including repairs and batteries to a maximum of three hundred dollars (\$300.00) per person. Effective June 1, 2019, four hundred dollars (\$400.00) per person over a sixty (60) month period.
- vii) Orthotics: One (1) pair of orthotic devices per person per calendar year to a maximum of two hundred dollars (\$200.00) provided that they are prescribed by an orthopaedic surgeon, podiatrist, pedorthist or chiropodist as being medically necessary for everyday use.
- viii) Orthopaedic devices per person per benefit year to a maximum of two hundred and fifty (\$250.00) provided that they are prescribed by a pedorthist, orthopaedic surgeon, podiatrist or chiropodist as being medically necessary for everyday use.
- ix) Drugs: Prescriptions drugs as prescribed by a physician or dentist and obtained by a licensed pharmacist. The drug plan shall include a pay-direct drug card.

20.04 Dental Benefits

The Employer shall provide all eligible employees who have completed their probationary period with a Dental Plan. The Employer shall pay one hundred per cent (100%) of the premiums.

Eligible Expenses:

Current ODA fee guide as adjusted from time to time;

Benefit year: January 1st - December 31st

One hundred percent (100%) for:

Basic, endodontic and periodontal services

Eighty percent (80%) for:

Major Restorative services

Fifty percent (50%) for:

Orthodontics (dependents under twenty [20]) - lifetime maximum of two thousand five hundred dollars (\$2500.00).

20.05 Employees who work a rolling average of twenty-five (25) hours or more per week over a three (3) month period will be eligible to receive benefits as outlined in Article 20.
Continuing eligibility will be assessed quarterly.

20.06 Employee Assistance Program

The Employer will provide an Employee Assistance Program for all members of the CUPE Bargaining Unit.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Shift Premiums

- a) The Employer agrees to pay a shift premium of fifty cents (\$.50) per hour to employees for each hour when the majority of the shift is worked between 3:00 p.m. and 11:00 p.m. and one dollar (\$1.00) per hour to employees for each hour worked between the hours of 11:00 p.m. and 7:00 Night shift will be defined as any shift, in which the major portion occurs between 12:00 midnight (2400 hours) and 8:00 a.m. (0800 hours).
- b) Employees shall be paid a Weekend Premium of an additional thirty-five cents (\$0.35) per hour for all hours worked between Friday at 23:00 pm and Sunday at 23:00 pm. This premium shall be in addition to the regular Shift Premium.

21.02 Reporting Allowance

An employee who reports for work at the starting time of his/her/their scheduled full shift, not having been previously advised not to so report shall be given a minimum of three (3) hours work at any work available, or three (3) hours pay in lieu if no work is available at the employee's regular rate of pay. The Employer shall not be subject to this obligation in the case of an employee who fails to keep the Employer informed of a current telephone number, which may be used by the Employer to give notice, and in the case of fire, power failure, or circumstances beyond the control of the Employer.

21.03 Call-in Pay

If an Employee is called into work within one-half (½) hour of the commencement of the shift and attends to work within one (1) hour of the call, the Employee will be paid for the full shift provided he/ she completes the shift for which he/she was called in.

21.04 Uniforms

- a) The Employer shall supply and maintain four (4) uniforms for full time employees and three (3) uniforms for part time employees, and an Amica branded sweater if required to wear the same.
- b) Amica will reimburse up to seventy-five (\$75) dollars annually, for steel toed footwear or slip resistant footwear where required by Amica to be worn, on presentation of proof of purchase.

21.05 Pay Days

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

On each payday each Employee shall be provided with an itemized statement of his/her/their wages, overtime and other supplementary pay and deductions. The Employee's hourly rate is to be placed on the cheque stub. If, by the Employer's error, an Employee is under paid, the following applies. If the amount of the error is equal to or greater than the Employee's Normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within five (5) business days of the error being brought to the Employer's attention.

Errors for lesser amounts, or errors, which arise because of the Employee's actions, will normally be corrected on the next pay.

21.06 Pay during Temporary Transfers

When an Employee temporarily relieves in or performs the principal duties of a higher paying position for a half shift or more, she shall receive the rate for the job. When an Employee is temporarily assigned to a lower paying position than his/her/their own, his/her/their rate shall not be reduced.

21.07 Payment for In-Service

The Employer agrees to pay employees who are required by the Employer to attend in-service sessions at their straight time hourly rate of pay for all hours in attendance at such sessions, with a minimum of at least 3 hours pay. Such payment shall not be subject to the overtime provisions of the Collective Agreement.

21.08 Responsibility Premium

Effective June 1, 2025, whenever an employee is assigned overall responsibility for students and new hires, they shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular hourly rate.

ARTICLE 22 – TECHNOLOGICAL AND OTHER CHANGES

- 22.01 The employer undertakes to notify the Union ninety (90) days in advance, as far as is practical, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effect, if any upon employees concerned.

ARTICLE 23 - GENERAL

23.01 Employer Property

Employees must return to the Employer all Employer property in their possession at the time of termination of employment.

23.02 Upon submission of reasonable proof, the Employer will repair or indemnify with respect to damage to the chattels of an Employee while on duty caused by the actions of a resident, provided such personal property is an article of use or wear of a type suitable for use while on duty.

23.03 Bulletin Board

The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all Employees in the Bargaining Unit of the activities of the Union.

It is the responsibility of the Employees to keep themselves aware of all Union matters that may concern them. It is the responsibility of the Union to maintain the bulletin board.

The employer agrees to supply and provide a location at the work place for a union filing cabinet.

23.04 Printing of the Agreement

The Union and the Employer desire every Employee to be familiar with the provisions of this Agreement, and his/her/their rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement for distribution to Employees, no later than sixty (60) days after the signing of the Collective Agreement.

The Agreement shall be printed in a Union shop and bear a recognized Union label. The cost is to be shared equally between the Employer and the Union.

23.05 Gender Neutral Terms Apply

23.06 Retroactivity

The retroactive amounts referred to in this agreement are to be paid by separate cheque/bank transfer to current employees within three (3) pay periods of the date of ratification or date of award of this Collective Agreement. Persons who worked in the period from June 1, 2024, onwards,

but who are no longer employed, will also be entitled to payment of retroactivity. The Employer is to contact the former employee within three (3) full pay periods of the date of ratification of this Collective Agreement to the last known email address and mailing address of each such former employee (with a copy to the Union), advising them of their retroactivity. Former employees will have 30 calendar days from the date of mailing to claim payment. Former employees who fail to claim their payment within the 30 day period shall be deemed to forfeit any claim thereto;

23.07 Mandatory Training/Meetings

The Employer agrees that all mandatory training (In service and online training/meetings) shall be scheduled during employee's normal working hours.

In the event that mandatory training/meetings cannot be scheduled at the workplace, the Employer in consultation with the employee, will approve time for the employee to complete the training/meeting offsite. All time spent completing the training or attending the meeting will be paid at the employee's regular earnings.

ARTICLE 24 – TERM OF AGREEMENT

24.01 Effective Date

The agreement shall be binding and remain in effect from June 1st, 2024, to May 31st, 2026 and shall continue from year to year thereafter unless either party gives to the other party in writing within two (2) months prior to the termination in any year notice that it desires its termination or amendment.

SIGNED THIS 25 DAY OF JUNE, 2025 AT TORONTO, ONTARIO.

FOR THE UNION

FOR THE EMPLOYER





Gloria Gudoy

Gloria Gudoy (Jun 25, 2025 09:57 EDT)

Graham Parker

Graham Parker (Jun 25, 2025 08:28 EDT)



Elena Milandou (Jul 22, 2025 01:02 EDT)



Juliet Gordon

Juliet Gordon (Jun 25, 2025 09:43 EDT)



SCHEDULE "A" – WAGE GRID

SCHEDULE "A" - WAGE GRID

General Wage Increase for all Classifications:

June 1, 2024 – 3.5%

June 1, 2025 – 3.5%

Prior to GWI-wage adjustments as follows:

RPN - \$0.25 Wage adjustment – Effective June 1, 2025

PSW \$1.00 Wage adjustment – Effective June 1, 2025

POSITION		June 1st 2024	Wage Adjust ments	June 1st 2025
RPN	Probation	28.90	+ \$0.25 (29.15)	30.17
	Start	29.27	+ \$0.25 (29.52)	30.55
Medication Care Partner (effective October 31, 2017)	Probation	23.23		24.04
	Start	23.59		24.42
Care Aid/PSW	Probation	20.44	+\$1.00 (21.44)	22.19
	Start	20.85	+ \$1.00 (21.85)	22.62
Life Enrichment Assistant	Probation	21.96		22.73
	Start	22.36		23.14
Reception/Concierge	Probation	19.26		19.93
	Start	19.62		20.31
Companion Service Partner	Probation	19.26		19.93
	Start	19.62		20.31
Administration/Marketing	Probation	24.17		25.02
	Start	24.57		25.43
Maintenance Assistant	Probation	21.96		22.73
	Start	22.36		23.14

SCHEDULE "B" - NHRIPP

The Nursing Homes and Related Industries Pension Plan

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

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

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

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

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

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

1.02 Each Eligible Employee covered by this Collective Agreement, effective January 1, 2020, shall contribute from each pay period an amount equal to 2% of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to 2% of Applicable Wages to Plan.

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

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

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

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

1.04 The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute towards the cost of benefits provided by the

Plan, or be responsible for providing any such benefits.

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

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

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

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

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

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

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

(ii) To be provided with each remittance:

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

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

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

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

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

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

Letter of Understanding Re: New Classifications

Between AMICA BAYVIEW VILLAGE

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
and it's LOCAL 4844**

If new classifications are added to CUPE Local 4844 through an award or outcome from the OLRB, the parties agree that they will meet within 90 days to reopen and negotiate terms and conditions for these new classifications, including Schedule A.

SIGNED THIS 25 DAY OF JUNE, 2025 AT TORONTO, ONTARIO.

For the Union

For the Employer





Gloria Gudoy

Gloria Gudoy (Jun 25, 2025 09:57 EDT)

Graham Parker

Graham Parker (Jun 25, 2025 09:28 EDT)



Elena Milandou (Jul 22, 2025 01:02 EDT)

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