



Collective Agreement
Between
Teamsters Local Union No. 419
(hereinafter referred to as the "Union")

And

Woods Park Care Centre Inc.
(hereinafter referred to as the "Company")

October 1, 2022 to September 30, 2024



IMPORTANT

You are in a unionized company. To work here, you must become and remain a member in good standing with your Local, and pay Union Dues each month (12 months per year).

However, if you do not work for a period of one (1) complete calendar month and more, due to lack of work (lay-off), sickness, accident, W.S.I.B. or maternity leave, **GET A WITHDRAWAL CARD FROM YOUR LOCAL.** This will protect you when you return to work since you will not have to pay arrears of dues or re-initiation. The withdrawal card must be requested within thirty (30) days of the lay-off or other absence as listed above; furthermore, you are obliged to return your withdrawal card to your Local when you return to work.

Make sure that your Union and your Employer have, at all times, your correct address and that your monthly dues and initiation have been deducted from your pay, **OTHERWISE** you will have to pay back dues or re-initiation dues to your Local.

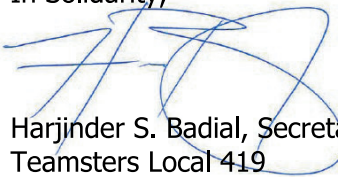
Suspension – should a member neglect to pay his dues for a period of three months he shall stand suspended from the Union and re-initiation fee will be required before you can again become a member in good standing. **IT IS YOUR SOLE RESPONSIBILITY TO SEE THAT YOUR DUES ARE PAID.**

General membership meetings for your Local are always held each month unless notified to the contrary.

When you have a grievance, see your shop steward or your business agent, **IMMEDIATELY – DO NOT WAIT**, and make sure that the grievance procedure established in your Collective Agreement is followed. **THIS IS VERY IMPORTANT AND YOUR RESPONSIBILITY.**

Call the Union...please don't hesitate to call if you are not sure. We are here to help you with any questions that you may have.

In Solidarity,



Harjinder S. Badial, Secretary Treasurer
Teamsters Local 419

LETTER FROM THE PRESIDENT OF TEAMSTERS LOCAL UNION NO. 419

**To all bargaining unit employees of
Woods Park Care Centre Inc.**

Dear Sister or Brother,

On behalf of the Officers, Executive Board and the thousands of Union members of Teamsters Local Union 419, I welcome you; you are among over 1.3 million working women and men who are members of the Teamsters Union.

Teamsters move forward together...

Your Union contract is your security. In addition to providing you with the best possible wages, benefits and working conditions in your industry, it enables you to have pride and dignity on the job and in yourself.

Our organizing team works around-the-clock. If you have friends or family who want to join the Teamsters, tell them to get in touch with us. Everyone deserves a Union on their side.

Please feel free to contact me at any time with questions or concerns about the Union. Make sure you attend Union meetings; the Union is built on membership involvement.

At Teamsters Local Union 419, you are family.

Fraternally and sincerely,



Jason Sweet, President
Teamsters Local 419

“In Solidarity We Rise”

TEAMSTERS LOCAL UNION NO. 419

EXECUTIVE BOARD

President	JASON SWEET
Vice-President	OWEN LANE
Secretary-Treasurer	HARJINDER S. BADIAL
Recording Secretary	KEITH BRUCE
Trustee	AARON NOVIELLI
Trustee	GWEN PAINTER
Trustee	TROY SNOW
Business Agent	KEN DEAN
Business Agent	FAHEEM BHATTI
Business Agent	BRANDON DAWE

STAFF

Executive Assistant	JOY QUE
Accounting	RANEM DHALI WAL
Admin. Support/Dues	KAREN CANN



“In Solidarity We Rise”

Teamsters Historical Overview



**International Brotherhood of Teamsters
1,400,000 Members**

**Teamsters Canada
130,000 Members**

**Teamsters Ontario
Joint Council 52
44,000 Members
In nine (9) different local unions across
the Province of Ontario**

Teamsters Local Union 419

When you're a member of Teamsters Local Union 419, you are a part of a diversified Union family with an experienced elected Executive Board.

Teamsters Local Union 419 includes members in the following industries:

- AIRLINE DIVISION
- ARMoured CAR DIVISION
- FOOD PROCESSING DIVISION
- HEALTHCARE DIVISION
- MISCELLANEOUS
- RETAIL DIVISION
- SOLID WASTE AND RECYCLING DIVISION
- WAREHOUSE DIVISION

Teamsters Local 419 is a democratically run union. Officers are elected by the members. Stewards are elected by the members. Collective Agreements are voted by the members.



Teamsters Local Union 419

Teamsters Local 419 is proudly affiliated with the International Brotherhood of Teamsters which is 1.3 million Members Strong and Teamsters Canada with over 125, 000 Members.

PROTECT YOUR RIGHTS AND SECURE YOUR FUTURE!
This is what Teamsters Union Local 419 does for you!!!

- Equal rights for employees
- Seniority rights
- Grievance procedure and arbitration
- Protection against unjust discipline, suspension, or discharge
- Protection against favouritism, discrimination on promotion, transfers, shift assignments and layoffs, etc.
- Legal assistance if you are being terminated for the so called "just cause" (and Employment Insurance Benefits are being denied)
- Legal assistance when you have a problem with the Workplace Safety and Insurance Board



WHAT DO YOU GET FOR YOUR UNION DUES?

- **Higher than average wages and benefits.** According to recent Government statistics, unionized workers make, on average, 38% more in wages and benefits than non-union workers in the same industries. This fact alone makes your union dues an outstanding investment in your future.
- **Job Security.** Your Union will not let you be fired or disciplined without just cause, and it is up to management to prove just cause. Every year the Union spends tens of thousands of dollars in grievance and arbitration expenses just to protect your rights. If you are unjustly discharged, your Union will spare no expense in getting you back to work. Does a non-union worker have that kind of security?
- **Grievance Procedure.** Even the smallest contract rights are vitally important to your Union. Are non-bargaining unit people doing your work? Were your bumping rights ignored? Have you been unfairly disciplined for a very minor mistake? The grievance procedure allows the Union to go to bat for you. In a non-union workplace you have no rights except what management chooses to allow you. Via the grievance procedure, workers have the rights to talk back if they feel they have been treated unfairly.
- **Problems with the Workplace Safety and Insurance Board or Employment Insurance.** The Union has the expertise to cut the red tape and represent you to Government agencies. These services are free to you, should you ever need them. Non-union workers are usually in the dark and left out in the cold with respect to these matters. They can only turn to expensive lawyers for help.
- **Tax Deduction.** Each year when you fill out your income tax return, you deduct the amount you've paid in Union dues from your income. That means you pay less income tax.

In short, dues pay for legal representation, educational programs, help worker's compensation problems, strike benefits, the cost of offices and meeting halls, newsletters, and other resources, such as pay equity or health and safety expertise.

WHO IS YOUR UNION STEWARD?

Your Union Steward is an elected front-line representative of the Teamsters Union in your workplace. It is his or her duty to give you advice on your rights and to represent you to management in the first stage of the grievance procedure.

The responsibility of the Steward is to enforce the Collective Agreement. The means by which the Collective Agreement is enforced is called the grievance procedure. Without the Steward to enforce it, even the best Collective Agreement would only amount to a collection of well-chosen words – a worthless piece of paper.

Bring any suspected violation of this agreement to the attention of the Union Steward as soon as possible, because time limits may be important in winning your grievance. A Union Steward cannot work miracles and solve your problem on the spot, but he or she will either give you an answer or find out the answer to your problem by contacting the Union Representative.

Union Stewards are all volunteers. They receive no pay for their important work and have a lot of responsibility. Treat them with consideration, as you would any friend who tries to assist you.

Never ask your Union Steward to look into a violation of your contract rights unless you are willing to file a grievance, if necessary. Their time is as important as yours. Your Steward can assist you in winning your rights under this Collective Agreement, but only if you are willing to see it through. Management cannot deny anyone the right to file a grievance and has to accept the grievance as presented to them.

Despite the trouble involved in the job, being a Union Steward can be a rewarding and educational experience. If you are not afraid to ask that your legal contract rights be respected by management and if you also enjoy helping people, talk to your Union Representative. You might make a good Union Steward.

To most workers, a Union represents security in the workplace, dignity on the job and a means to a better life. Therefore, enforcing the contract provisions through the grievance procedure is important because the rights and interest of the Union members are protected and guaranteed.

Interviews or Investigations

As a Teamster Member,

You have rights on the job: Know Them - Use Them

Union members have the right to representation by their Stewards or Union Officers during conversations with the supervisor which could potentially lead to discipline or termination. If you believe the conversation is disciplinary in nature, follow these steps:

1) Demand union representation:

Ask for Union representation before the interview.

2) Refuse to proceed without union representation:

If management refuses to allow you representation, stay in the room, but let management know that the meeting should start only once your right to a Union Steward is respected.

3) Union representation is a fundamental right:

The right to a Union Steward is the Union's right as well as yours. Be sure to stand up for this very important right.

What should you say:

"If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I request that my Union Steward or Union Officer be present at this meeting. Without representation, I choose not to answer any questions."

This is what your Steward can do for you:

Union representatives when summoned to the interview will:

- Be informed of the subject matter of the interview.
- Hold a private pre-interview conference with the employee.
- Speak during the interview.
- Request clarification of questions.
- Advise the employee on how to answer questions.
- Provide additional information once the interview is over.

OCCUPATIONAL HEALTH & SAFETY LAW



THE OCCUPATIONAL HEALTH AND SAFETY ACT

Most work-related disabilities can be avoided if both management and workers live up to their responsibilities under Ontario's Occupational Health and Safety Act. Here is a quick guide to the Act. For details, refer to the Act itself, which is found in the small green book which must be posted in every workplace.

Employer's Duties

Among other things the employer must:

- Provide information, instruction and training so that the employee can work in a safe manner.
- Acquaint the worker with any workplace hazard.
- Appoint a competent person as supervisor.
- Co-operate with and assist the Health and Safety Committee and representative.
- Take every precaution reasonable for the protection of the worker.

Supervisor's Duties

The Supervisor must:

- Ensure that the worker works in a safe manner and uses all the equipment, protective devices or clothing that is required.
- Advise a worker of any potential or actual danger to health and safety.
- Provide written safety instructions, where required.
- Be familiar with the Act and Regulations.

Workers' Obligations

- Use all safety equipment and wear all protective clothing required by the employer.
- Report any potentially unsafe condition or defect in safety equipment to your Supervisor.
- Obey the Health and Safety law and all regulations and report any violations of the law or regulations to your Supervisor.

Workers may not:

- Remove or turn off any safety device.
- Use any equipment or work in a manner which may endanger yourself or another worker.
- Engage in horseplay of any kind.

The Right to Refuse Unsafe Work

If you encounter an unsafe condition at work, your first obligation is to report it to your Supervisor. Once you have done that, you may refuse to work at a job or task where you have reason to believe that:

- Any machine or equipment you are supposed to use is likely to endanger yourself or another worker, or
- The condition of the workplace itself is hazardous.

You must promptly notify your Supervisor of your refusal. He must then investigate the matter in your presence and that of a Health and Safety Representative of the workers (normally the Steward or a member of the Health & Safety Committee). If the Supervisor orders you back to work and you are still not satisfied that the job is safe, you may continue to refuse to work, provided you have **reasonable grounds** to believe the condition still constitutes a hazard.

At this point, the Inspector from the Ministry of Labour must be called in. While you are waiting for him, the Supervisor can request that someone else perform the job provided that he is informed that the job was refused and the reasons for the refusal. This second worker also has the same right to refuse. The refusing worker may be assigned reasonable alternative work, subject to the Collective Agreement.

The decision of the Inspector is final. Although his order may be appealed, you must return to the job if he so orders, pending the outcome of such appeal.

**HEALTH & SAFETY
(Ministry of Labour)
Toronto – 416-326-7770, Mississauga – 905-273-7800
After hours – 1-800-268-6060**

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the Employees concerned and to provide machinery for the prompt and equitable disposition of grievances and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit. This Agreement shall be regarded as a complete and full statement of the relationship between the Employer and the Union.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all its employees at Woods Park Centre in Barrie, save and except registered and graduate nurses, physiotherapists, occupational therapists, coordinators of activity, leisure and volunteers, chef, maintenance staff, supervisors, foremen, all persons above the rank of supervisor or foreman, and office and reception staff and students.

The Employer undertakes that they will not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively other than as contemplated by this Agreement or unless agreed to by the Union.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Union recognizes and acknowledges that the management of the Care Community and direction of the working force are fixed exclusively in the Employer, and without restricting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order and efficiency;
- (b) hire, promote, demote, classify, transfer, and suspend employees; and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that they have been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (c) make, enforce, and alter from time to time, reasonable rules and regulations to be observed by the employees provided that the Employer shall first discuss proposed changes in the rules with the Union;
- (d) determine the nature and kind of business conducted by the Employer, the kinds of equipment and materials to be used, the control of materials, the methods and techniques of work, the content of jobs, the schedule of production, the number of employees to be employed, the extension, limitation or curtailment or cessation of operations or any part thereof; and to determine and exercise all other

functions and prerogatives which remain solely with the Employer except as specifically limited by the express provisions of this Agreement.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 Any reference to doctor will include, where appropriate, nurse practitioner
- 4.02 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non- membership in the Union, or because of his activity or lack of activity in the Union.
- 4.03 The Employer and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status or disability where to do so would be contrary to the Ontario *Human Rights Code*.
- 4.04 The Employer and the Union agree that there shall not be any form of harassment in the work place. The parties will agree to meet at Labour/Management to address any such complaints that arise and to find a mutually satisfactory resolve

to the matter. It is understood that performance management is not deemed to be harassment.

4.05 Employment of Disabled Workers

The Union and the Employer acknowledge their obligations to accommodate certain individuals under the *Human Rights Code of Ontario* and agrees that this Collective Agreement will be interpreted in such a way as to permit those obligations to be discharged

4.06 No Discrimination

The Union and the Employer agree to abide by the *Human Rights Code of Ontario*.

ARTICLE 5- UNION SECURITY

5.01(a) Deductions shall be made from each pay and forwarded once to the Union Office on or before the 10th of the month following the month in which the deductions are made, where practicable.

(b) Union dues are not deducted from sub plan payments and the employer has no responsibility for union dues while an employee is off on Pregnancy and/or Parenting leave.

5.02(a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall as a

condition of employment, be subject to regular monthly dues to be deducted from their wages and remitted to the Union. It is understood that dues shall be deducted from all employees beginning in their first month of hire and that these new employees shall also be subject to a one-time initiation fee during this first month.

- (b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction and on an annual basis thereafter.

If the home agrees to provide the union with information in an electronic format, the parties will meet to discuss the format in which the information will be set out.

The parties will endeavour to communicate on this issue so that implementation is not impeded.

The home agrees to provide the Union with employee addresses on the first dues deduction and on an annual basis.

- 5.03 The Employer will provide each employee with a T4 slip showing the annual union dues paid by that employee for the year previous.

- 5.04 It is mutually agreed that arrangements will be made for a Union Steward to interview each new employee who is not a member of the Union once during the first thirty (30) days of employment for the purpose of informing such employee of the existence of the Union in the Home, and of ascertaining whether the employee wishes to become a member of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for interview and the time and place on the premises of the Employer designated for each such interview, the duration of which shall not exceed fifteen (15) minutes.
- 5.05 The Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without permission of the Management, the administrator or delegate.
- 5.06 Authorized representative(s) of the Union will be permitted to enter the premises of the Company at reasonable times for the purposes of adjusting grievances, negotiating the settlement of disputes and for carrying into effect the purposes of this Agreement, subject to the approval of the Administrator or designate. The representative(s) of the Union shall, on arrival at the premises advise the Administrator or her designate of the visit. Without permission of the Employer, Union representatives will not conduct any business in the public areas of the premises nor within the hearing of Residents and Visitors, and will not interfere with an employee in the discharge of her duties.

ARTICLE 6- NO STRIKES OR LOCK-OUTS

6.01 The Union agrees that, during the lifetime of this Agreement, there will be no strikes, picketing, slowdown or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.

ARTICLE 7- UNION REPRESENTATION AND COMMITTEES

7.01 Grievance Committee and Stewards

- (a) The Employer will recognize a Grievance Committee which shall consist of not more than three (3) employees selected by the Union known as Stewards, provided that no more than two (2) members of this Committee shall be present at any meeting with the Employer. All members of the Grievance Committee and all Stewards shall be regular employees of the Employer during their term of office, who have completed their probationary period.
- (b) The Union will inform the Employer in writing of the names of the Stewards and members of the Grievance Committee and of any subsequent changes in the names of any Steward or member of the Grievance Committee. The Employer shall not be asked to recognize any Steward or member of the Grievance Committee until such notification from the Union has been received.

7.02 Grievance Committee and Stewards

- (a) The Union may designate a Negotiating Committee for the purpose of negotiating amendments to this Agreement, or a new Agreement and such Committee shall consist of:

Four (4) regular employed employees, including a chief steward, when negotiating with management of this Employer.

- (b) It is agreed that full-time General Representatives of the union shall act in addition to members of such Negotiating Committee.

The parties may invite additional participants to attend the meeting to support constructive review and discussion.

- (c) The nursing home members of the Committee will be paid by the Employer for time spent during normally scheduled working hours in negotiations of this Agreement or its successor up to but not including Arbitration.
- (d) The Union acknowledges that Stewards have their regular duties to perform on behalf of the Employer and that such persons shall not leave their regular duties without having first secured permission from their immediate supervisor. Stewards shall state their destination to their immediate supervisor and shall report again to them at the time of their return to work. The time shall be devoted to the prompt

handling of grievances. The Employer reserves the right to limit such time if it deems the time so taken is excessive.

- (e) It is understood that there shall be no more than two (2) Personal Support Workers from long term care on the committee and where possible, they shall not be from the same shift.

7.03 Labour Management Committee

- (a) Where there are matters of mutual concern and interest that would be beneficial if discussed at a Labour-Management Committee meeting during the term of this Agreement, the following will apply.

An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory. A request for such meeting will be made in writing at least one (1) week prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not include matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of this Agreement. Suitable subjects for discussion will include orientation, aggressive residents and workload issues. Meeting will be held regularly unless otherwise agreed.

A union staff member and/or a representative of the Employer may attend any meeting.

(b) CMA/RAI 2.0

Recognizing the mutual objective of quality care, the Employer agrees to meet through the Labour Management Committee with the Union as soon as practicable after the receipt of the annual CMI/RAI MDS 2.0 results. The Employer agrees to discuss with the Union Representative with staffing levels, and staffing mix information; the impact of related payroll costs on staffing levels and a written notice of the CMI/RAI MDS 2.0 results for the facility.

The purpose of this meeting is to discuss the impact of the CMI/RAI MDS 2.0 changes on the staffing levels in the facility, and quality care, and provide the Union with an opportunity to make representation in that regard.

The parties shall meet as necessary to discuss other changes to workload issues.

ARTICLE 8-GRIEVANCE PROCEDURE

8.01 Complaints and Grievances

- (a) A grievance under this Agreement shall be defined as any difference or dispute between the Employer and any employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable and an allegation that this Agreement has been violated.

- (b) All complaints and grievances shall be taken up in the following manner:

Step No. 1

Step No. 1 may be invoked only within five (5) working days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employee. The employee, who may be assisted by their shop steward, may invoke Step No. 1 by presenting their grievance to their immediate supervisor not included in the bargaining unit. The grievance must be in writing and signed by the employee, and must set out the particulars of the facts alleged to give rise to the grievance, the section(s) of the Agreement which the employee alleges has been violated or a sufficient description of that portion, and the remedy sought. The Department Head immediate supervisor will deliver their decision in writing to the employee within five (5) working days after they receive the grievance.

Step No.2

Except as otherwise provided in this Agreement, Step No. 2 may be invoked only within five (5) working days after the immediate supervisor's decision is given at Step No. 1 or in the event the immediate supervisor does not reply within five (5) working days then after the time permitted for the written decision by the supervisor. The employee may invoke Step No. 2 by submitting the written grievance to the Executive Director or his designate. A meeting will be held between the Executive Director or designate and the employee concerned within five (5) working days

thereafter or at such time as may be mutually agreed to in writing by the Employer and the Union. A shop steward may be present if the employee desires their assistance, and a staff representative of the union may be present at the request of either the Employer or the employee. The Executive Director or designate may have an advisor or advisors with them at the meeting, if they wish. The presence of a second or more staff representative of the Union is subject to their availability to meet within five (5) working days of the submission of the grievance at Step 2 or at a mutually agreed upon time in writing otherwise the meeting shall proceed with their presence. The decision of the Executive Director or designate shall be delivered in writing to the Union within seven (7) working days of the of the meeting.

- 8.02 Any of the time allowances above may be extended by mutual agreement of the parties in writing.
- 8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.
- 8.04 An employee subject to disciplinary action which is to be recorded in the employee's personnel file shall have the right to the presence of a Union Steward. An employee shall have the right to the presence of a Union Steward at a meeting at which the employee is to receive disciplinary action which is to be recorded in the employee's personnel file. The Union Stewards undertake to be reasonably available in person for such meeting. In extraordinary

circumstances when a Union Steward is entirely unavailable the employee shall have the right to the presence of a Union committee member or a member representative of the employee's choice who is working on the current shift.

8.05 Discharge Grievance

In the event of an employee who has completed his probationary period being discharged from employment, and the employee feeling that an injustice has been done, the case may be taken up as a grievance.

All such cases shall be taken up within five (5) days and, except where a case is taken to Arbitration, disposed of within seven (7) days of the date that the employee is notified of their discharge, or such longer period as may be mutually agreed upon in writing. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

Such special grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee or any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.06 Employer's Grievances

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or

violation of this Agreement (by the Union or any employee covered by this Agreement), by forwarding a written statement of said grievance to the Teamsters Local Union No. 419 Union Representative, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or ought reasonable to have come to the attention of the Employer: the Teamsters Local Union No. 419 Union Representative shall give their decision in writing within five (5) working days after receiving the written grievance. Failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Article 9.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step Number 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred or within ten (10) working days from when the Union ought reasonably to have been aware of the circumstances giving rise to the grievance.

8.08 Group Grievance

Where a number of employees have similar grievances and each employee would be entitled to grieve separately, they may present a group

grievance identifying each employee who is grieving to the Department Head or their designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

ARTICLE 9- GRIEVANCE MEDIATION

9.01 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to Grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitrator.
- (b) Grievance Mediation will commence within twenty-one (21) days of the grievance being submitted to mediation, or longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure, provided that the parties may extend the time limits fixed in the grievance procedure.

- (d) The parties shall agree on a mediator.
- (e) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence will not apply, no record of the proceedings shall be made and legal counsel shall not be used by either party.
- (f) If possible, an agreed statement of facts will be provided to the Mediator, and if possible, in advance of the Grievance Mediation Conference.
- (g) The Mediator will have the authority to meet separately with either party.
- (h) If no settlement is reached within five (5) days following Grievance Mediation, the parties are free to submit the matter to Arbitration in accordance with the provisions of the collective agreement. In the event that a grievance which has been mediated subsequently proceeds to arbitration, no person serving as the Mediator may serve as an Arbitrator. Nothing said or done by the mediator may be referred to Arbitration.
- (i) The Union and Employer will share the cost of the Mediator, if any.

9.02 Arbitration Process

- (a) If either part advises the other that it does not agree to submit to Grievance mediation pursuant to article 9.01, the party with the grievance may refer the

grievance to arbitration within ten (10) working days from the decision denying the grievance.

If arbitration is to be invoked, written notice containing the name of the moving parties' nominee to the Board of Arbitration must be served upon the other party. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall Endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chairman of the Board of Arbitration. If the nominees are unable to agree upon a third person as Chairman within ten (10) days after the appointment of the second one of them, then either party may request the Ministry of Labour for the Province of Ontario to appoint the third member as Chairman of the Board of Arbitration.

The said two (2) nominees first appointed shall be at liberty prior to the expiration often (10) days from the date of the appointment of the second of them, or prior to the appointment of the Chairman within the said period often ten (10) days, to discuss the grievance submitted to them with a view to mutual settlement.

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its

own nominee and one-half (1/2) of the expenses and fees of the Chairman or sole Arbitrator.

- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority the decision of the Chairman shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the employee(s) involved.
- (g) No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the employee or employees concerned as a witness, all reasonable arrangements will be made to permit

the conferring parties or the Board of Arbitration to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the Home.

9.04 Sole Arbitrator

Notwithstanding any other provision of this Collective Agreement, the parties may agree to refer the matter to a sole arbitrator.

Where one party wishes to submit a grievance to Arbitration and is content that the matter be dealt with by a Sole Arbitrator as opposed to a tripartite Board of Arbitration as hereinbefore referred to, the party submitting the grievance to arbitration shall so signify when advising the other party and shall advise as to three (3) alternative choices as to a Sole Arbitrator in addition to that party's nominee to a tripartite board. The recipient of the notice shall in reply advise as to its nominee to a tripartite board and three (3) alternative choices as to a Sole Arbitrator. If the parties can agree to a Sole Arbitrator within twenty (20) days of the notice referring the matter to arbitration the matter shall be determined by a Sole Arbitrator and failing such agreement the regular Arbitration procedure shall apply.

9.05 Nothing in this article prevents the parties from agreeing that a Board of Arbitration or a Sole Arbitrator has the power to mediate and if the

matter is not resolved to act as the Board of Arbitration or Sole Arbitrator, as the case may be.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.01 All new employees shall be probationary employees for the first four hundred and fifty (450) working hours of their employment and will have no seniority rights or health and welfare (and fringe benefits) during that period.

10.02 Upon completion of her probationary period each new employee's name shall be added to the seniority list and their seniority shall date back to the date of hire.

Full-time employees' seniority shall be reflected as the last date of hire. Part-time employees seniority shall be reflected in hours paid.

10.03 The parties acknowledge that the probationary period affords the Employer an opportunity to assess an employee and it is therefore agreed that the dismissal of a probationary employee is not subject to just cause but rather shall be at the discretion of the Employer provided in the Employer's opinion it can provide a rational basis for the dismissal.

ARTICLE 11- SENIORITY

11.01 A full-time employee is one who is regularly scheduled to work more than forty-eight (48) bi-weekly.

11.02 A part-time employee is one who is regularly scheduled to work forty-eight (48) hours or less per bi-weekly.

11.03 The seniority of a part-time employee is the length of uninterrupted service they have with the employer and shall be computed from the date of last hire. Seniority shall be attained only after the employee concerned has finished his probationary period. A part-time employee shall be deemed to have one (1) year of seniority for each one thousand eight hundred (1,800) hours actually worked. In the event that a full time employee displaces a part time employee, one (1) year of full time seniority equals eighteen hundred (1,800) hours part time seniority.

11.04 Transfer of Seniority and Service

When an employee transfers from full-time to part-time, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1800 hours.

An employee whose status is changed from part-time to full-time shall receive credit for their full seniority and service on the basis of one (1) year of seniority for each 1800 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of the

transfer. The seniority date will be amended accordingly.

11.05 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any Approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a prorated basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which they are participating of the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence provided such denial of credit does not violate the *Human Rights Code*.

(d) Benefits WSIB Paid Leave

The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence or WSIB if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits while on WSIB, shall continue for up to thirty six (36) months following the date of the injury.

11.06 Seniority Lists

- (a) The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments with employees names listed in order of seniority, in January and July of each year.
- (b) The list shall show employees' names, classification, and their seniority date for full-time employees and for part-time employees the number of hours of accumulated seniority.

11.07 Loss of Seniority

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

- (a) voluntarily resigns, retires or is discharged for just cause; or

- (b) is absent from work more than thirty-six (36) months by reason of illness or other physical disability and there is no reasonable likelihood the employee will return to work within the near future; or
- (c) is absent from work without a reasonable excuse for more than three (3) consecutive days for which they are scheduled to work; or
- (d) is absent from work for more than thirty-six (36) months by reason of lay-off; or
- (e) is absent from work for more than thirty-six (36) months by reason of absence while on WSIB and there is no reasonable likelihood the employee will return to work within the near future.
- (f) Is absent from work on a leave of absence and engages in gainful employment without the prior agreement of the Employer.

11.08 The Employer will notify the employee when their benefits will cease.

ARTICLE 12- JOB SECURITY

12.01 Lay-Off and Recall

In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least six (6) weeks' notice. This notice is not in addition to required notice for individual employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected employees with notice in accordance with the Employment Standards Act. However, the Employment Standards will be deemed to be amended to provide notice to the affected employee as follows:

- if their service is greater than 9 years - 9 weeks' notice
- if their service is greater than 10 years - 10 weeks' notice
- if their service is greater than 11 years - 11 weeks' notice
- if their service is greater than 12 years - 12 weeks' notice

.02 (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.

(b) An employee who is subject to lay-off shall have the right to either:

(i) accept the lay-off; or

(ii) First bump an employee with less fulltime or part-time seniority within their full-time or part-time status in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.

- (iii) Chain bumping will be allowed with the understanding that an employee subject to layoff, who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
- (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted will be given notice of lay off at the outset of the process.
- (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
- (vi) In the event that there are no employees within the laid off employee's full or part time classification status with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee with greater regularly scheduled hours within 10% of the laid off employee's regularly scheduled bi-weekly hours within their classification.

- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within their fulltime or part time status, the seniority lists will be merged and the laid off employee may bump into a different fulltime or part time status.

In the event that there are no employees in either fulltime or part- time status with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided they are qualified for and can perform the duties without training other than orientation.

- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

.03 Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed.

In determining the ability and qualifications as required by law as agreed between the parties of an employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position they held prior to the lay-off should it become vacant within six (6) months of being recalled.
- (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 provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid

Holidays) after being notified to do so by registered mail, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for their proper address being on record with the Employer.

(e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off. This provision supersedes the job posting provision.

(f) A laid off employee shall retain the rights of recall for a period of thirty-six (36) months.

.04 Benefits on Lay-off

In the event of a lay-off, provided the employee deposits with the Home their share of insured benefits for the succeeding month (save for weekly indemnity for which laid-off employees are not eligible) the Employer shall pay its share of the insured benefits premium for a period up to three (3) months from the end of the month in which the lay-off occurs, or until the laid-off employee is employed elsewhere, whichever comes first.

- .05 Employees shall be laid off in the reverse order of their seniority, within the facility, provided that the remaining employees are fully qualified and willing to do the work which is available.
- .06 Employees shall be recalled in reverse order of lay-off provided that such employees are fully qualified and willing to do the work which is then available.
- .07 Note: For purposes of lay-off and recall, full-time and part-time seniority will be deemed to be merged. It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.
- .08 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.
- For these purposes, 1 year full-time seniority = 1800 hours part-time seniority.
- .09 Minimum severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 13 – BULLETIN BOARD

- 13.01 The Employer agrees to make available to the Union for the posting of seniority lists and Union notices, a lockable bulletin board in such place so as to inform all employees in the bargaining unit of the activities

of the Union. It is agreed that no notice will be posted on the bulletin board without prior approval by the Executive Director of the Home.

ARTICLE 14-JOB POSTING

- 14.01 In the event new jobs are created or vacancies occur in existing job classifications which the Employer intend to fill, the Employer will post such new jobs or vacancies for a period of eight (8) calendar days and shall stipulate the qualifications, classification, rate and department concerned. An employee who wishes to be considered for the position so posted shall signify their desire to be considered by submitting an application in writing to the Department Head or designate. This applies to primary and secondary postings only.
- 14.02 An employee selected as a result of a posted vacancy need not be considered for further vacancies for a period of six months from the date of the award of the position, unless such position is for a permanent position or increases the biweekly hours by seven and a half (7.5) hours or more or for a completely different shift.
- 14.03 Only the original vacancy which the Employer intends to fill and subsequent vacancy which the Employer intends to fill, shall be posted and all vacancies which the Employer intends to fill as a result of having filled the original vacancy and subsequent vacancy shall be filled at discretion of the Employer.

The Employer shall endeavour to post the name of the successful candidate of permanent vacancies within seven (7) days following the awarding of a position.

14.04 Trial Period

The successful applicant will be placed in the vacancy for a trial period until the completion of the posted schedule and if the employee proves suitable, then she shall be considered permanently assigned to the vacancy. If the employee proves unsuitable during that time, or if the employee feels they are unable to perform the duties of the vacancy to which they are posted, the employee will be returned to their former position at their former salary or rate of pay, as will any other employee in the Bargaining Unit who was promoted or transferred by reason of such placing. Newly hired employees shall be terminated and such termination shall not be subject to the grievance and arbitration procedure.

14.05 It is understood that the Employer may elect to fill a part-time vacancy by expanding the hours of work of existing part-time employees.

14.06 Upon request to the Department Head, the Employer will discuss with the unsuccessful applicant the manner in which the employee may improve their position and their work in order to be considered for any future vacancy.

14.07 In the event one (1) or more employees apply in writing, the Employer shall consider the:

- i) qualifications
- ii) ability, and
- iii) seniority

of the applicants. Where in the opinion of the Employer the factors in (i) and (ii) are relatively equal, the applicant with the greatest seniority shall fill the vacancy provided they meet the minimum qualifications for the position. For the purposes of this Article seniority in (iii) shall mean seniority of the employee in the full-time or part-time unit.

14.08 Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. The employer will outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An employee returning from leave of absence shall have the right to return to their former position if it still exists. In instances where an employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain their part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a

period of up to six (6) weeks duration as the Employer may deem appropriate.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position, unless an opportunity arises which allows a part time employee to bid on a temporary full-time posting.

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

14.08 Permanent Transfers

- (a) If an employee is transferred or reclassified to a higher rated job group, they shall receive the rate immediately above the rate of their prior job in the salary range of the job to which they are is

transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

- (b) If an employee is transferred to a lower job group due to a reduction in staff or at the employee's own request, the employee will receive the corresponding rate for the job group to which they were transferred. Job seniority for pay purposes shall include seniority on the job they are being transferred from.
 - (c) Subject to (a) and (b) above, a part-time employee, changing their status to that of a full-time employee, covered by this Agreement, shall retain their corporate seniority and their classification seniority. Upon entering into full-time status, they shall suffer no loss of basic wage rate nor loss of any benefits in which the employee may be enrolled, and then will progress in seniority and service and their wage rate will increase in the same manner as other full-time employees covered by this Agreement
- 14.09 If an employee is temporarily assigned to a higher rated job for more than four (4) hours, they shall receive the next highest rate for the new job group above their regular rate for the time so assigned.

ARTICLE 15- LEAVE OF ABSENCE

- 15.01 The Executive Director may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that they receive at least one (1) months notice in writing, unless impossible,

and that such leave may be arranged without undue inconvenience to the normal operations of the Care Community. Applicants when applying must indicate the date of departure and specify the date of return.

If a leave of absence is granted, the employee shall be advised in writing with a copy to the Union.

To qualify for leaves of absence as stipulated above the employee must have completed six (6) months of employment with the Employer and it is expressly understood, no benefits except as hereinafter provided shall accrue to or be paid to any employee on leave of absence.

15.02 Education Leave

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

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

The Administrator may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that they receive at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged

without undue inconvenience to the normal operations of the Nursing Home.

Applicants, when applying, must indicate the date of departure and specific date of return.

15.03 (a) Leave of Absence for Union Business

The Company shall grant leaves of absence to each Union Steward, and may grant leaves of absence to such other employees as may request to attend Union Convention Seminars, Education Classes or other Union business provided it is no more than once a month and that in the aggregate no more than three (3) employees are *off* at the same or overlapping time. The Employer agrees to review more than one request per month on an individual basis as requested by the Union.

(b) Absence on Union Leave

While on unpaid union leave of up to 30 days, employees will be maintained on normal pay and benefits (including Pension) and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension.

(c) Extended Union Leave

Upon application by the Union in writing, the Nursing Home will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is

understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It will become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

15.04 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 or coroner's inquest 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 Nursing Home immediately on the employee's notification that he will be required to attend at court;
- (b) presents proof of service requiring the employee's attendance; and

- (c) deposits with the Nursing Home the full amount of compensation received, excluding mileage, traveling and meal allowance and an official receipt thereof.

ARTICLE 16- BEREAVEMENT LEAVE

- 16.01 Upon the death of an employee's spouse, child or stepchild, parent or sibling, an employee shall be granted leave up to a maximum of **five (5) consecutive calendar** days without loss of pay. Where the term "spouse" is used in this Agreement, it shall mean a person to whom an employee is married or with whom an employee is living in a conjugal relationship for a duration of a period of at least one year, including a person of the same or opposite sex.
- 16.02 Upon the death of an employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, guardian, grandparent, grandchildren, son-in-law, or daughter-in-law the employee shall be granted leave up to a maximum of three (3) **consecutive calendar** days without loss of pay.
- 16.03 In the event of a **delayed** interment **or similar service**, an employee may save one of the days identified above without loss of pay to attend the interment.
- 16.04 The Employer has the right to request proof of death.

- 16.05 An employee shall be granted one (1) day bereavement leave without loss of pay upon the death of their aunt, uncle, niece or nephew.
- 16.06 An employee will not be eligible to receive payment under the terms of Bereavement Leave for any period in which they are receiving payments for holiday pay or vacation pay.
- 16.07 It is understood that if an employee is on sick leave and attends the funeral that the bereavement leave will not be charged against sick leave accumulated.
- 16.08 Where it is necessary because of distance, the employee may be provided additional unpaid leave.

ARTICLE 17- LEAVE OF ABSENCE FOR PREGNANCY

17.01 Pregnancy and Parental Leave

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

17.02.1 Pregnancy Leave

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

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

- (b) The employee must have started employment with their Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The employee shall give at least two (2) weeks' notice of their intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of their intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that they are able to resume their work.

Additional leave of absence may be taken under Article 17.10, Parental Leave.

- (d) Notwithstanding Article 17.02 (b) above, an employee must complete ten (10) months of continuous service prior to the expected date of birth to be paid a supplemental Employment Insurance Benefit.

17.03 An employee who does not apply for leave of absence under Article 17.02 (a) and who is otherwise entitled

to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.02 (a) upon providing the Employer, before the expiry of two (2) weeks after they ceased to work, with a certificate of a legally qualified medical practitioner stating that they were not able to perform the duties of their employment because of a medical condition arising from their pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of their delivery.

- 17.04 An employee on pregnancy leave who is in receipt of Employment Insurance pregnancy leave benefits shall be paid a supplemental Employment Insurance Benefit.

That benefit will be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings (which for part-time employees shall include any in-lieu payment, if applicable) and the sum of their weekly rates of Employment Insurance benefits. In any week, the total amount of SUB payments and the weekly rate of E.I. benefits will not exceed seventy-five percent (75%) of the employee's regular weekly earnings.

Vested Interest – Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred

remuneration of severance pay benefits are not reduced or increased by payments received under this plan.

Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks.

The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate, on their last day worked prior to the commencement of the leave times their normal weekly hours. The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System. The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.

When an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Insurance Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12(3)(b)(i) of the Employment Insurance Act.

- 17.05 An employee who intends to resume their employment on the expiration of the leave of absence granted to them under this Article shall so advise the Employer when she requests the leave of absence. If a full-time

employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to their former job, and former shift, if designated.

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

- 17.06 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 17.05.
- 17.07 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan and the weekly indemnity plan cannot be used.
- 17.08 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

17.09 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.10 of this Agreement. The employee shall give the Employer at least two (2) weeks' notice, in writing that they intend to take parental leave.

17.10 Parental Leave

- (a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- (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 or her 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.
- (d) The employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

Parental leave ends their parental leave as set out in paragraph c) above or earlier, by giving the

Employer at least four (4) weeks written notice of that day.

- (e) For the purposes of parental leave under Article 17.10 Parental Leave, the provisions under 17.02, 17.05, 17.06, 17.07, 18.08, 17.09 and 17.10 shall also apply.

ARTICLE 18-HOURS OF WORK

18.01 The following paragraphs and sections are intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

18.02 The regular hours of work for full time employees shall be seven and one half (7 1/2) hours per day, not including a one half hour (1/2) unpaid meal break, thirty-seven and one half (37 1/2) hour per week, and seventy-five (75) hours in a two (2) week pay period.

Notwithstanding the foregoing, it is agreed that the hours of work of a full time employee may regularly be less than thirty-seven and a half (37.5) hours per week, but more than twenty-four (24) hours per week.

18.03 Time worked at the request of the Employer, for all employees, in excess of seven and one half (7 1/2) hours per day, or seventy-five (75) hours in a two (2) week pay period, shall be counted as overtime,

and will be paid for on the basis of time and one half (1 1/2) the employee's regular rate of pay.

- 18.04 Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked but may take time off equivalent to overtime (time and one-half) by mutual arrangement.
- 18.05 A paid fifteen (15) minute rest break shall be given to full time employees in each half of each shift at a time to be determined by the Employer. Part-time employees shall be entitled to a paid, rest period of fifteen (15) minutes for each three and three-quarters (3 and 3/4) hours of work during their shift at a time to be determined by the Employer. Employees shall be ready to commence work promptly at the end of the break.
- 18.06 Time schedules covering a two week period shall be posted at least two (2) weeks in advance of their taking effect. Once posted, employees' work schedules shall not be altered without the mutual agreement of the supervisor and the employee(s) concerned, provided in respect of a shift change requested by employees concerned and approved by the supervisor, the Employer will not be responsible for or liable for overtime rate claims nor for any infringement of this Article which may accrue or arise consequent upon such an exchange of shifts.

18.07 In the case of departments where employees are required to rotate on the day, evening and/or night shift, the Home will Endeavour to arrange shifts such that there will be a minimum of twenty-three (23) hours between the beginning of shifts and changeover of shifts and of thirty-nine (39) hours if there is one (1) day off and of sixty-three (63) hours if there are two (2) days off between the changeovers of shifts.

18.08 Part Time Scheduling

- (a) Part time employees shall be scheduled by seniority provided senior employees possess the necessary qualifications and ability to perform the normal requirements of the job. Part-time employees are required to provide the Employer with their availability one (1) week prior to the posting of the schedule.
- (b) All regularly scheduled part-time employees are required to provide a minimum availability of four (4) shifts bi-weekly unless they are on vacation, an approved leave of absence, or otherwise approved by the employer.
- (c) All unscheduled part-time employees are required to provide a minimum availability of four (4) shifts bi – weekly, two (2) of which must be a weekend, unless they are on vacation, an approved leave of absence, or otherwise approved by the employer.

- (d) All call-in of shifts shall be offered to all part-time employees on the call-in list, in order of seniority before securing an agency replacement.

Note: The parties have discussed the advanced scheduling and call-in of part-time employees. In order to provide maximization of hours to part-time employees, employees will be offered scheduled shifts on the posting of the schedule by availability, on order of seniority. The parties agree that they may agree to a different process for scheduling and call-ins through their labour management meeting.

18.09 There shall be no pyramiding of overtime.

18.10 Split Shifts

The Employer shall not schedule employees for split shifts.

18.11 Where a full time employee's hours are reduced at the initiative of the Employer the Employer will not replace the reduced hours with additional part time hours; subject to the lay off and recall provisions of the Collective Agreement.

18.12 When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside the bargaining unit for a period in excess of one-half (1/2) shift, the employee shall receive an allowance of \$5.50 for each shift from the time of the assignment.

18.13 Daylight Savings Time

On the day that the clocks change with respect to daylight savings, employees will be paid for hours worked. An employee who works an eight and one half hour shift shall be paid straight rates for the extra hour

- 18.14 Where an RN is absent from their normal shift, and the Employer temporarily assigns an RPN to carry out some additional responsibilities of the absent RN for a period in excess of 1/2 shift, the employee shall receive an allowance of ten dollars (\$10.00) for each shift.

Effective first pay period following written notice of ratification, increase Responsibility Premium to reflect \$2.00 per hour when an RPN is temporarily assigned to carry out the duties of an absent RN.

ARTICLE 19- PAY DAY

- 19.01 A pay day shall be every other Friday, by direct deposit to the local bank identified in writing by the employee. A Statement of all items on pay slips shall be clearly defined.
- 19.02 Any payroll errors in excess of one day's pay shall be paid by separate cheque within three business days of the date the employer is notified.

ARTICLE 20- PREMIUM PAYMENTS

20.01 Overtime

- (a) Time worked at the request of the Employer, for all employees, in excess of seven and one half (7 1/2) hours per day, or seventy-five (75) hours in a two (2) week pay period, shall be counted as overtime, and will be paid for on the basis of time and one half (1 1/2) the employee's regular rate of pay.
- (b) Overtime shall be paid for all hours worked over seven and one-half (7 1/2) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1 1/2) the employee's regular rate of pay.
- (c) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Administrator or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission to exchange shifts shall not be unreasonably denied.
- (d) Overtime shall be based on the employee's regular rate of pay.

20.02 Shift Premiums

- (a) All employees who are required by the Employer to rotate over two (2) or more shifts shall receive a shift premium of twenty-eight (\$.28) cents for each hour worked on the afternoon or evening shifts only. Shift premium will not be paid for any hour in which an employee receives overtime premium and shift premium will not form part of the employee's straight time hourly rate

(b) Weekend Premium

Any employees who are working on a weekend shall receive **forty cents (\$0.40)** cents per hour worked weekend premium payable between the start of the shift commencing on or about 2300 hours Friday, and the end of the shift ending on or about 2300 hours Sunday.

Effective one (1) full pay period following written notice of ratification, increase Weekend Premium to fifty cents (\$0.50) per hour.

- (c) In no event shall there be any pyramiding of benefits or payments.

ARTICLE 21 - PAID HOLIDAYS

- 21.01 The following days are recognized holidays with pay under this Agreement for all employees who have completed their probationary period:

New Year's Day
Family Day
Victoria Day
Civic Holiday
Thanksgiving Day
Float Holiday (2)

Good Friday
Canada Day
Labour Day
Christmas Day
Boxing Day

Alternating Christmas, Boxing Day, day before new Years
and New Years:

Employees shall post by October 22 their willingness to
work:

- (i) on December 25 and December 26 and
- (ii) on December 31 and January 1

The Employer shall not be responsible or liable for overtime rate
claims or premium pay or for non-compliance with scheduling
provisions, that might arise or accrue as a result of the Employer
scheduling an employee who requests to work on any of the
above dates. The Employer shall endeavour not to schedule
employees:

- (i) on December 31 and January 1 if the employee was
scheduled and worked on December 25 and December 26; and
- (ii) on December 25 and December 26, if the employee is
scheduled to work on December 31 and January 1.

The interests of the residents shall prevail when determining the
schedule of work. The Employer will provide the schedule for
December 25 to January 1 by December 1.

21.02 In order to qualify for holiday pay, an employee must work:

Her last full-scheduled shift immediately preceding or her full-scheduled shift immediately following the holiday, unless excused from doing so by the employer.

The employee shall receive pay for each hour worked not less than one and one half (1 ½) her regular rate, in addition to the regular wages for the Paid Holiday.

An employee who does not qualify for holiday pay under paragraph 21.02 for a paid holiday must be paid at least time and one half the employee's regular rate for each hour worked on a recognized holiday as set out in Article 21.01.

21.03 The float holiday shall be granted on the following basis. The employer is to be notified two (2) weeks prior to the date selected, and the request is to be made before the schedule is posted. In the event that more than one request is made for a date, and only one person may have the day, approval will be granted on the basis of seniority. The holiday must not be connected to an existing holiday.

21.04 Full-time employees may bank up to three (3) holiday lieu days to be used by no later than October 31st, at which time all holiday lieu days will be paid out. Employees who have accrued more than three (3) holiday lieu days shall be automatically paid out.

Employees requesting the Employer to bank holiday days off in lieu will notify the Employer in writing by December 1 for the upcoming year. Employees who elect to bank such holiday lieu days may not alter their choice until the following year. Note. These days are not to be used or tacked on to vacations. It is understood that the scheduling of such days off are subject to agreement with the Employer. Such agreement shall not be unreasonably withheld.

ARTICLE 22- VACATIONS

- 22.01 All employees who have been employed by the Employer less than one (1) year prior to June 30th in any year shall receive vacation with pay in an amount equal to four per cent (4%) of their gross earnings up to the 30th of June in that year.
- 22.02 A full-time employee who has been employed by the Employer for more than one year by June 30th in any year shall be entitled to two (2) weeks' vacation at a time or times determined by the Employer and shall be paid as vacation pay four per cent (4%) of his gross earnings for the twelve (12) months preceding June 30th of the current year.
- 22.03 A full-time employee who has been employed by the Employer for more than four (4) years in any year shall be entitled to three (3) weeks' vacation pay at a time or times determined by the employer and shall be paid as vacation pay six per cent (6%) of their gross earnings from his anniversary date.

- 22.04 A part-time employee who has been employed by the Employer for more than 7200 hours paid from the last date of hire in any year shall receive vacation with pay in an amount equal to six (6) per cent of his gross earnings from their anniversary date.
- 22.05 A full time employee who has been employed by the Employer for more than eight (8) years in any year shall be entitled to four (4) weeks' vacation pay at any time or times determined by the Employer and shall be paid as vacation pay eight (8%) percent of their gross earnings from his anniversary date.
- 22.06 A part-time employee who has been employed by the Employer for more than fourteen thousand four hundred (14,400) hours paid from the last date of hire in any year shall receive vacation pay in the amount equal to eight (8%) percent of their gross earnings from his anniversary date.
- 22.07 A full time employee who has been employed by the Employer for more than fifteen (15) years in any year shall be entitled to five (5) weeks' vacation pay at any time or times determined by the Employer and shall be paid as vacation pay at ten (10%) percent of his earnings from their anniversary date.
- 22.08 A part time employee who has been employed by the Employer for more than twenty seven thousand, (27,000) hours paid from the last date of hire in any year shall receive vacation pay in the amount equal to ten (10%) percent of their earnings from his anniversary date.

- 22.09 A full time employee who has been employed by the Employer for more than twenty- three (23) years in any year shall be entitled to six (6) weeks' vacation pay at any time or times determined by the Employer and shall be paid as vacation pay at twelve (12%) percent of their gross earnings from his anniversary date.
- 22.10 A part time employee who has been employed by the Employer for more than forty-one thousand, four hundred (41,400) hours from the last date of hire in any year shall receive vacation pay in the amount equal to twelve (12%) percent of his gross earnings from their anniversary date.
- 22.11 A full time employee who has been employed by the Employer for more than twenty- eight (28) years in any year shall be entitled to seven (7) weeks' vacation pay at any time or times determined by the Employer and shall be paid vacation pay at 14% of gross earnings from their anniversary date.
- 22.12 A part-time employee who has been employed by the Employer for more than fifty thousand, four hundred (50,400) hours from the last date of hire in any year shall receive vacation pay in the amount equal to 14% of his gross earnings from their anniversary date.
- 22.13 Employees will be requested to record their vacation schedule preference on a sheet to be posted from March 1 to April 1 of each year. Approved vacation schedule shall be posted by April 30 annually.

A week of vacation is seven (7) calendar days. Normally, a week of vacation must be consistent with the first or second week of a pay period. Vacations that are inconsistent with the first or second week of a pay period may be approved by the Employer.

- 22.14 Prior to leaving on vacation, an employee shall be notified of the date and time on which to work following vacation.
- 22.15 The Employer shall give every consideration to the preference of employees, in accordance with their seniority, as to which time an employee desires his vacation. The final rights to determine vacation time is vested in the Employer to ensure efficient operation of the Home.
- 22.16 It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to their scheduled vacation.
- 22.17 Vacation pay shall be paid on the regular pay day in advance of the vacation, provided the Employer receives written request for vacation pay by the payroll cut off time of 11:00 p.m. on the Thursday of any pay week. If no request for vacation pay is received then such vacation pay will be paid on the next regularly scheduled payday.

- 22.18 When an employee's employment is terminated, they shall receive any vacation pay owing, less any payment owing to the Employer.

ARTICLE 23 - WAGES COMPENSATION

- 23.01 Schedule "A" attached hereto is hereby made a part of this agreement.

23.02 New Classifications

When a new classification (which is covered by the terms of this agreement) is established by the Home, the home shall determine the rate of pay for such new classification and notify the local union of the same within seven (7) days. If the local union challenges the rate, it shall have the right to request a meeting with the home to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

When the Home makes a substantial change during the term of the Agreement in the job content of an existing classification which in reality causes such classification to become a new classification, the Home agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union, the matter may be referred to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

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

23.03 Recognition of Previous Experience – RPN's Only

The Employer will recognize recent related experience on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of eighteen hundred (1800) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired

employee to provide reasonable proof of recent and related experience in order to be considered for a salary increment, and if she fails to do so they shall not be entitled to recognition.

ARTICLE 24- HEALTH AND SAFETY

24.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time.

24.02 A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by the Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least every two (2) months or more frequently as the committee decides.

Scheduled time spent in such meetings is to be considered time worked for which representative(s) shall be paid by the Employer at his or her regular rate.

Minutes shall be taken of all meetings and copies shall be distributed to the Committee members. Minutes of the meetings shall be posted on the workplace health & safety bulletin board.

The Employer shall provide the time from work with pay and all related tuition costs and expenses necessary to certify the worker representative.

Where "Inspector" or "Government Inspector" is used in relation to this article it shall mean "Occupational Health & Safety Ministry of Labour inspector" only.

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the employer shall afford a certified committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof. Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- 24.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly

inspections of the workplace and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

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. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

- 24.04 The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form required in s. 51, s. 52, and s. 53 of the Act and the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupation injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which

is confidential. This information shall be a standing item recorded in the minutes of each meeting.

24.05 The Union will use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.

24.06 The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.

24.07 Violence

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes they have been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.

- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.

Should the complainant not be satisfied with the response she is entitled to file a grievance under the terms of this Collective Agreement.

ARTICLE 25- SICK LEAVE

- 25.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income when they are legitimately ill and will be granted to employees on the basis hereafter set forth.
- 25.02 Any employee absenting themselves on account of personal illness must notify the Employer on the first

day of illness before the time they would normally report for duty. Failure to give adequate notice, unless such failure is unavoidable may result in loss of sick leave benefits for that day of absence. The illness is to be reported to the nurse in charge and an indication given as to how long they will be absent from work. On the day they are ready to return to work, the employee is to notify the Nursing Home. Should the length of illness be different than originally reported, the employee is to keep the Home so advised.

- 25.03 Full-time seniority employees who have successfully completed three (3) months of continuous employment shall thereafter be allowed sick leave in the amount of one and one quarter (1.25) days per one hundred and sixty-two and one-half (162.5) hours worked, accumulated to a total of forty-five (45) days.
- 25.04 Absence for injury payable under the provisions of the Workers' Compensation Act shall not be charged against sick leave credits.
- 25.05 When an employee draws Employment Insurance benefits while off sick, they will not be entitled to draw sick leave pay.
- 25.06 An employee shall be required to produce proof of sickness in the form of a medical certificate for any absence of more than three (3) days duration and may be required to produce such certificate for any

absence where the employer has reasonable grounds to believe that sick leave is being abused.

25.07 Full-time seniority employees who have sick leave credits available, shall be permitted to use a maximum of ten (10) credits per calendar year to cover the first and second day of absence due to illness. In the event an employee has exhausted the ten (10) credits in a calendar year, for succeeding illnesses in any calendar year the employees shall not be paid for the first two (2) days of absence due to illness but shall be paid for any subsequent days as long as credits are available.

25.08 If the Employer requires a sick leave certificate in accordance with the Collective Agreement and the Doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

ARTICLE 26 - HEALTH AND WELFARE AND FRINGE BENEFITS

26.01

- (a) The Employer agrees to pay a uniform allowance of seven (\$0.07) cents per hour, such amount not to form part of the regular hourly rate for purposes of overtime and paid holiday premiums.
- (b) The uniform allowance will not be paid on each cheque but will be accumulated and the total annual

accumulation will be paid by the last pay period in December each year.

- (c) When an employee leaves the employ of the Home they shall receive their accumulated uniform allowance as part of her separation cheque.

26.02 The following benefits are:

- (a) A Life Insurance Plan with coverage of \$30,000 per employee is to be implemented for all seniority employees. The employer is to pay one hundred (100%) percent of the premium.
- (b) The Employer to pay one hundred (100%) percent of the premium cost of a Blue Cross Extended Health Care Plan or equivalent; \$10.00/\$20.00 deductible; no coinsurance for all full-time seniority employees.
- (c) Reimbursement for prescribed drugs covered by the Plan will be based on the cost of the lowest cost interchangeable drug, unless there is a documented adverse reaction to the drug or where the employee's doctor stipulates in writing that there are other medical reasons why the lowest cost interchangeable drug cannot be prescribed.
- (d) The Employer to pay one hundred (100%) percent of the premium cost of a Vision Plan coverage which will include three-hundred (\$300) every twenty-four (24) months.

Effective one (1) month following written notice of ratification, increase vision plan to three-hundred and fifty dollars (\$350.00) every 24 months.

Effective one (1) month following written notice of ratification, increase paramedical plan to three-hundred and fifty dollars (\$350.00) per calendar year per practitioner.

- (e) Fifty percent (50%) Employer paid premium of a #7 Dental with a one year lag on ODA.
- (f) Mental Health: Effective date of award increase to maximum of \$500.00 per year for psychologist, registered psychotherapist, or social worker.

26.03 Part-time in Lieu

- (a) **Life Insurance Plan with coverage of \$10,000 per employee** for all regularly scheduled part-time employees. The Employer is to pay one hundred (100%) percent of the premium.
- (b) Part-time seniority employees shall receive **fifty (\$0.50)** cents per hour in lieu of health and welfare benefits and sick leave.
- (c) **Part-time employees who have completed probation would accumulate sick time on the basis of 3.75 hours for every 162.5 hours worked to a maximum of 22.5 hours. Employees will not be allowed to use more**

than 22.5 hours sick time in any calendar year. Sick banks will carry over from year to year but shall not exceed 22.5 hours. Accumulated sick days will be paid in accordance with the sick provisions of the Article 25 relating to accumulated days, except as limited by this provision.

26.04 Proration Formula Benefits

Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

The calculation of proration percentage shall be determined by dividing the hours paid in the previous predetermined six (6) month period by 975 and then multiplying by 100.

(The predetermined six (6) month period shall coincide with the pay period ending around June 30th and December 31st and the recalculated proration percentage where applicable shall apply in August for the pay period ending around June 30th and February for the pay period ending around December 31st.)

Hours paid in calculating proration formula will include WSIB and Weekly Indemnity.

When an employee is on:

- (a) pregnancy leave

- (b) parental leave
- (c) approved leave of absence in excess of thirty (30) continuous calendar days

Proration upon return shall be based on the percentage (%) in effect prior to commencement of the leave.

Employees, who regularly work more than sixty-six (66) hours bi-weekly, shall have one hundred percent (100%) of Employer portion of insured benefits paid.

Holiday and vacation entitlement for employees who regularly work more than sixty-six (66) hours bi-weekly but less than seventy-five (75) hours bi-weekly shall be based on provisions for employees regularly working seventy-five (75) hours.

N.B. Holiday and vacation pay for employees who regularly work less than seventy-five (75) hours is as follows: Holiday Pay- based on proration formula, based on hours regularly worked - 4 hours shift= 4 hours pay. Vacation pay -percentage (%) of gross earnings.

26.05 New Hires

All newly-hired employees will be eligible to join the benefit plans and the calendar time waiting period will apply equally to all.

The prorata percentage for new hires will be based on the schedule of work for which these employees

are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six (6) month period.

The only exception to this calculation will be an employee who successfully bids or otherwise obtains a seventy-five (75) hour bi-weekly position. In this instance an employee who qualifies will immediately receive entitlement of one hundred percent (100%) of the Employer's paid share of premiums and benefits, and holiday pay.

26.06 Employees who continue to be employed past age 65 shall be eligible for the following benefits under the same cost sharing basis as active employees:

- Reduce life insurance by 50%
- Extended Health
- Vision Care
- Dental
- Hearing
- Prorata Formula
- First two weeks of the short-term sick leave

In any event, once an employee reaches age 70 and she continues to be employed she shall automatically receive the in lieu to part time employees.

ARTICLE 27- PENSION PLAN

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

.01 "Plan" means the Teamsters Pension Plan, being a multi- employer plan.

"Applicable Wages" means 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 etc. are excluded.

"Eligible Employee" means full-time and part-time employees in the bargaining unit who have completed **four hundred and fifty (450)** hours of service.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to four percent (4%) of applicable wages to the Plan. The Employer shall match such contributions, the amount being four percent (4%) of applicable wages.

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.

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.

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

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's

obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the parties will meet directly to finalize methods to relieve the Employer of this increased obligation to the extent that any such obligations exceeds that which the Employer would have if the Plan were a defined contribution plan.

- .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-5 as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

The information required to be provided by the Employer may be provided in the form normally maintained by the Employer, whether on computer disc, manual records or otherwise. In the event such information is not readily available without review of other information not relevant to the Plan, the Plan shall make arrangements with the Employer for access to the required information. This may include the Employer providing such information at reasonable cost to the Plan. If the Administrator of the Plan and Employer are unable to agree on the form of such access, a mutually acceptable third party, such as a firm of accountants and auditors, shall be retained at the expense of the Plan to obtain such information from the Employer's files.

Such information shall be provided only on enrolment of an employee or with the monthly

remittances. Any additional information requests beyond that noted above may be provided, if possible, by the Employer, it being understood that any additional costs of such request shall be borne by the Plan.

For further specificity, the items required for each eligible employee are:

(i) To be Provided Once Only at Plan Commencement

Date of Hire

Date of Birth

Date of first Remittance

Seniority List (for purposes of calculations past service credit).

(ii) To be Provided with each Remittance

Name

Social Insurance

Number Monthly
remittance

Pensionable

Earnings

(iii) To be Provided Once, and if Status Changes

Address as provided to the
Home

Termination date when applicable

(iv) To be Provided Once. if they are
Readily Available

Gender

Marital Status

.06 The parties agreed that in the event that any of the provisions of the Agreement and Declaration of Trust Establishing the Teamsters Pension conflict with the provisions of the collective agreement, the provisions of the collective agreement shall prevail.

ARTICLE 28 - GENERAL

28.01 Annual Medicals

The employer agrees that no employee will be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical examination, the matter will be forwarded to a mutually agreeable arbitrator forthwith for a decision. Failing agreement, either party may file to the Ministry for an appointed arbitrator.

ARTICLE 29 - NO CONTRACTING OUT

- 29.01 The Nursing Home shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay-off of any employees other than casual part-time employees results from such contracting out. Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this Agreement.
- 29.02 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the Bargaining Unit which shall directly cause or result in the lay-off or reduction in hours of work of an Employee in the Bargaining Unit.
- 29.03 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.
- 29.04 Full-time/Part-time Ratio
- So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 30 - PRINTING COLLECTIVE AGREEMENT

30.01 It is agreed that the Employer will pay fifty (50%) percent towards the cost of printing the Collective Agreement.

ARTICLE 31 - LETTERS OF REPRIMAND

31.01 a) Letters of reprimand are to be removed from an employee's personnel file after twelve (12) months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family where the records will remain on file.

b) Suspension

Records of suspension are to be removed from an employee's personnel file after eighteen (18) months from the date of discipline, except in the case of incidents involving third party interface i.e. residents and family where the record will remain on file.

c) Having provided a written request to the Administrator at least one (1) week in advance, an employee shall reasonably be entitled to view her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a supervisor at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

ARTICLE 32 - DURATION, RENEWAL AND TERMINATION

32.01 This Agreement shall remain in full force and effect from **October 1, 2022 to September 30, 2024** and shall continue to be in full force from year to year thereafter unless in any year within the ninety (90) days before the date of its termination either party shall furnish the other with notice of termination or of proposed revisions of this Agreement.

Ratified this 16th day of November, 2022.

**Woods Park Care
Centre Inc.**

**Teamsters Local Union
No. 419**

Christeen Read

Ken Dean

Brandie Ascott

Corinna Chahor

Lindsay Spence

/jq

Schedule 'A'

Year 1 3.00% General Wage Increase

RPN - \$0.50 Special Wage Increase effective
one (1) pay period following written notice of
ratification

RHGA - \$0.50 Special Wage Increase effective
one (1) pay period following written notice of
ratification

Year 2 3.00% General Wage Increase

Classification		Expired	01-Oct-22 3.00%	Spec. Adj. RPN & RHGA	PWE	01-Oct-23 3.00%	PWE
RPN*	Probation	\$26.69	\$27.49	\$27.99		\$28.83	
	Start	\$26.84	\$27.65	\$28.15		\$28.99	
	One Year	\$27.39	\$28.21	\$28.71		\$29.57	
	Two Year	\$28.04	\$28.88	\$29.38		\$30.26	
PSW	Probation	\$21.24	\$21.88		\$24.88	\$22.53	\$25.53
	Start	\$21.38	\$22.02		\$25.02	\$22.68	\$25.68
	One Year	\$21.79	\$22.44		\$25.44	\$23.12	\$26.12
	Two Year	\$22.37	\$23.04		\$26.04	\$23.73	\$26.73
Nurse Aide	Probation	\$20.92	\$21.55			\$22.19	
Activity Aide	Start	\$21.05	\$21.68			\$22.33	
	One Year	\$21.59	\$22.24			\$22.90	
	Two Year	\$22.14	\$22.80			\$23.49	
Program Aides	Probation	\$20.75	\$21.37			\$22.01	
	Start	\$21.01	\$21.64			\$22.29	
	One Year	\$21.59	\$22.24			\$22.90	
	Two Year	\$22.14	\$22.80			\$23.49	
Dietary Aide	Probation	\$20.25	\$20.86			\$21.48	
	Start	\$20.78	\$21.40			\$22.05	
	One Year	\$21.37	\$22.01			\$22.67	
	Two Year	\$21.97	\$22.63			\$23.31	
Cook	Probation	\$22.06	\$22.72			\$23.40	
	Start	\$22.34	\$23.01			\$23.70	
	One Year	\$22.94	\$23.63			\$24.34	
	Two Year	\$23.50	\$24.21			\$24.93	
RHGA	Probation	\$17.00	\$17.51	\$18.01		\$18.55	
	Start	\$17.12	\$17.63	\$18.13		\$18.68	
	One Year	\$17.65	\$18.18	\$18.68		\$19.24	
	Two Year	\$18.19	\$18.74	\$19.24		\$19.81	

Restorative Care shall be the same rate as the program aides. Where the incumbent is paid a rate that is greater than this rate, the rate shall be red circled until such time as the level on the grid is equal to or greater than the incumbent's at which time the Incumbent shall progress to the next rate of the wage grid in accordance with their seniority.

LETTER OF UNDERSTANDING

BETWEEN

Teamsters Local Union No. 419 (“the Union”)

And

Woods Park Care Centre Inc. (“the Employer”)

RE: Contracting Out

Notwithstanding Article 2.01 it is agreed that the following supervisory positions are working positions and subject to the provisions of Article 29.02:

The Retirement Home
Manager Chef
Assistant Director of Care
Housekeeping Supervisor

In the event that a working supervisor regularly works more than 7.5 hours per shift shall not directly cause or result in the layoff or reduction in hours of work of an employee in the bargaining unit.

The parties further understand that the full time laundry position is covered by the collective agreement, however, it is understood that using contracted staff for replacement when the full time staff is unavailable shall not be a violation of this agreement.

Ratified this 16th day of November, 2022.

**Woods Park Care
Centre Inc.**

**Teamsters Local Union
No. 419**

Christeen Read

Ken Dean

Brandie Ascott

Corinna Chahor

Lindsay Spence

LETTER OF UNDERSTANDING

BETWEEN

Teamsters Local Union No. 419 ("the Union")

And

Woods Park Care Centre Inc. ("the Employer")

RE: Vacation Pay

It is understood that vacation pay shall be accrued one vacation year for payment the next vacation year. Payment of vacation pay is made when the employee goes on vacation (accrued vacation pay is divided by the number of weeks the employee is entitled to; note for part time employees one week equals the average number of days worked) Effective July 1, 2011, any vacation pay not paid out from the vacation pay accrued (example pay accrued from July 1/09 to June 30 /10) will be paid out on the first Full pay in July 2011 and the first full pay of July each year thereafter.

Example: Vacation pay accrued from July 1, 2010 to June 30/11 is paid out for vacations taken from July 1/11 to June 2012. Any monies not taken will then be paid out.

This Letter of Agreement cannot be administered in a manner that is contrary to the *Employment Standards Act* without the Union's consent.

Ratified this 16th day of November, 2022.

**Woods Park Care
Centre Inc.**

**Teamsters Local Union
No. 419**

Christeen Read

Ken Dean

Brandie Ascott

Corinna Chahor

Lindsay Spence

LETTER OF UNDERSTANDING

BETWEEN

Teamsters Local Union No. 419 ("the Union")

And

Woods Park Care Centre Inc. ("the Employer")

RE: HOLDING 2 PART TIME POSITIONS

The parties agree that during the term of this agreement a part time staff member may apply for another part time position within the bargaining union. If awarded this second position, it will not result in over time wages. The position will be deemed to be temporary, for an initial period of 3 months, at which time the employer and employee will have the opportunity to evaluate the outcome of the combining the 2 positions as one.

If it is agreed that the outcome is positive, and the combined permanent positions are to continue, it shall be deemed to be permanent for the employee working this combined schedule. In the event the employee working this schedule discontinues or vacates the position, then it shall revert back to the original 2 part time positions. Approval of these 2 positions will be subject to management and operational requirements.

It is understood that when a posting is applied for the applicant must put in writing if they intend to continue with their existing part time position otherwise it is assumed that if the applicant is

the successful candidate their original position will be considered vacant and may be posted.

If the position continues after the 3-month period, the benefits will be available as per hours scheduled in accordance with hours of similar positions.

The benefits will not apply if one of the part time positions is temporary.

The parties agree to revisit this letter of understanding within six months of ratification. If the parties agree to any changes to this program, it shall be done in writing.

Ratified this 16th day of November, 2022.

**Woods Park Care
Centre Inc.**

**Teamsters Local Union
No. 419**

Christeen Read

Ken Dean

Brandie Ascott

Corinna Chahor

Lindsay Spence

LETTER OF UNDERSTANDING

BETWEEN

Teamsters Local Union No. 419 ("the Union")

And

Woods Park Care Centre Inc. ("the Employer")

RE: Isolation Leave

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

Ratified this 16th day of November, 2022.

**Woods Park Care
Centre Inc.**

**Teamsters Local Union
No. 419**

Christeen Read

Ken Dean

Brandie Ascott

Corinna Chahor

Lindsay Spence

2022

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Teamsters Local Union 419 (MEMOS)



Name: _____

Address: _____

Phone: _____

Work Address: _____

Work Phone: _____

Union Steward: _____

Phone: _____

Teamsters Local Union No. 419

1890 Meyerside Drive
Mississauga, Ontario
L5T 1B4

Business Agent: Ken Dean

Office: (905) 670-4190 x226

Fax: (905) 670-4957

Cell: 905-933-3178

Email: ken@teamsters419.ca

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"IN SOLIDARITY WE RISE"

Respect
Is a
Teamster
Contract



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