

# Collective Agreement



Between St. Peter's Residence at Chedoke  
(hereinafter referred to as the "Residence" or "Employer")  
And Canadian Union of Public Employees/CUPE Local 7780  
(hereinafter referred to as the "Union")  
Effective February 7, 2017 to February 7, 2019

## TABLE OF CONTENTS

1	PREAMBLE/PURPOSE .....	3
2	SCOPE .....	3
3	MANAGEMENT RIGHTS .....	3
4	DEFINITIONS .....	4
5	NO DISCRIMINATION.....	5
6	STRIKES & LOCKOUTS .....	6
7	UNION SECURITY .....	6
8	UNION ACTIVITY.....	7
9	GRIEVANCE AND ARBITRATION PROCEDURE.....	10
10	PERSONNEL FILE .....	13
11	SENIORITY .....	14
12	JOB VACANCIES .....	18
13	LEAVES OF ABSENCE .....	20
14	HOURS OF WORK, SCHEDULING AND REST PERIODS.....	24
15	OVERTIME, REPORTING PAY, CALL-BACK AND WEEKEND PREMIUM .....	27
16	PAID HOLIDAYS .....	29
17	VACATION .....	30
18	SICK LEAVE.....	32
19	HEALTH AND SAFETY .....	33
20	HEALTH & WELFARE BENEFITS .....	33
21	MISCELLANEOUS .....	36
22	WAGES.....	38
23	TERMINATION AND RENEWAL.....	40
	SCHEDULE A – WAGE RATES .....	41
	WORKLOAD REVIEW FORM.....	42
	LETTER OF UNDERSTANDING (INFLUENZA VACCINATIONS) .....	43
	LETTER OF UNDERSTANDING (STAFFING) .....	44
	LETTER OF UNDERSTANDING .....	45
	(JOB POSTING AND SUCCESSFUL APPLICANTS).....	45
	LETTER OF UNDERSTANDING .....	46
	(JOB POSTING MOVEMENT) .....	46
	WORK ACCOMMODATION – RETURN TO WORK PLAN .....	47

## **1 PREAMBLE/PURPOSE**

- 1.1 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the employees covered by this Agreement; to provide for ongoing means of communication between the Union and the Employer and the prompt disposition of grievances and the final settlement of disputes and to establish and maintain mutually satisfactory wages, hours of work and other conditions of employment in accordance with the provisions of this Agreement.

It is recognized that the employees wish to work efficiently together with the Employer to secure the best possible care and health protection for residents in the context of a safe and collaborative work environment. To this end, the Employer and Union agree to exercise their rights and obligations in a fair and reasonable manner and to meet their obligations as required under the terms of the Collective Agreement and relevant legislation, including but not limited to the following:

- i. Employment Standards Act (Ontario)
- ii. Labour Relations Act (Ontario)
- iii. Human Rights Code (Ontario)
- iv. Occupational Health and Safety Act (Ontario)
- v. The applicable long-term care facility statute
- vi. Regulated Health Professionals Act

## **2 SCOPE**

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees employed by the Employer at 125 Redfern Avenue (St. Peter's Residence at Chedoke) save and except Customer Service Clerks, Business Clerk, Maintenance Servicers, Registered and graduate nurses, supervisors, and those above the rank of supervisors.

## **3 MANAGEMENT RIGHTS**

- 3.1 Except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority which the Employer had prior to the execution of this Agreement, are retained by Management, and remain exclusively and without limitation within the rights of Management.
- 3.2 Without limiting the generality of the foregoing, Management's functions shall include:
- 3.2.1 The direction of the working forces, the right to plan, direct and control the operation of the Employer; the right to introduce new and improved therapeutic methods and facilities, equipment, the amount of supervision necessary, combining or splitting up the departments, work schedules, establishment of standards of care and quality, the determination of the extent to which the Employer will operate and the increase or decrease in employment.
- 3.2.2 The sole and exclusive jurisdiction over all operations, building, machinery, equipment and tools shall be vested in the Employer.
- 3.3 In addition, Management's rights shall include:
- 3.3.1 The right to maintain order, discipline and efficiency, and in connection therewith, to make, alter, and enforce from time to time, rules and regulations, policies and practices to be observed by its employees, and the right to discipline or discharge employees for just cause.

- 3.3.2** The right to select, hire, discipline, dismiss, transfer, assign to shifts, promote, demote, classify, lay-off, recall, retire at normal retirement age and suspend employees, and select employees for positions not covered by this agreement

## **4 DEFINITIONS**

### **4.1 FULL TIME EMPLOYEE**

A Full Time Employee is an employee who is regularly scheduled to work seventy-five (75) hours bi-weekly.

### **4.2 PART TIME EMPLOYEE**

A Part Time employee is an employee who is regularly scheduled to work less than seventy-five (75) hours biweekly and who may provide availability for work.

### **4.3 CASUAL EMPLOYEE**

A Casual Employee is an employee who is called in to work as required.

### **4.4 STUDENT EMPLOYEE**

A Student employee is an employee who is in full time attendance at a recognized educational institute, or a student who intends to return to full time attendance in the next semester.

### **4.5 TEMPORARY EMPLOYEE**

- 4.5.1** Employees may be hired for a specific term not to exceed six (6) months, to replace an employee who will be on approved leave of absence, absence due to WSIB disability, sick leave, long term disability or to perform a special non-recurring task. This term may be extended a further six (6) months on mutual agreement of the Union, employee and Employer or by the Employer on its own up to fourteen (14) months where the leave of the person being replaced, or the non-recurring task extends that far. The period of employment of such persons will not exceed the absentee's leave. The release or discharge of such persons shall not be the subject of a grievance or arbitration.

- 4.5.2** This clause would not preclude such employees from using the job posting provision under the collective agreement and any successful applicant who has completed his probation period will be credited with the appropriate seniority.

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

The Employer shall further advise the incumbent of the date they will complete employment with the Employer. The Employer shall advise the Union President in writing when it has filled a position with a term and task employee. The notice shall state the rate of pay as well as the completion date of employment.

The Employer shall also advise a temporary employee hired under Article. 4.5.1 that she is a member of CUPE Local 7780 and will pay Union dues.

#### **4.6 DEPARTMENTS**

Nursing; Food Services; Housekeeping; Recreation

#### **4.7 TIME PERIODS**

**4.7.1** Where such shift exists, the shift commencing at 11p.m. shall be considered the first shift of the working day. A shift shall be deemed to be entirely within the calendar day in which the majority of hours are actually worked.

Example: Paid holidays shall be considered to be the twenty-four hours beginning 11:00 p.m. of the night prior to the calendar day of the holiday (e.g. New Year, 11:00 p.m. December 31 – 11:00 p.m. January 1).

**4.7.2** A weekend is defined as Friday 11:00 p.m. – Sunday 11:00 p.m.

**4.7.3** Except where otherwise specified in this Agreement, the reference to a number of days within which any matter shall be dealt with is to be in terms of calendar days.

#### **4.8 REPRESENTATIVE TERMINOLOGY**

**4.8.1** Wherever the term *Union Representative* is used in this Agreement it shall mean any employee working for and/or on the active payroll with the Union.

**4.8.2** Wherever the term *Union Steward* is used in the Agreement it shall mean an employee of the Employer representing the staff covered under this Agreement. Use of *Union Steward* shall mean and include employee representative.

**4.8.3** A *TERRACE* is a geographic area where 30 beds are grouped together (e.g. Aspen Terrace, Birch Terrace etc.)

#### **4.9 PAY/WAGES**

**4.9.1** The regular straight time rate of pay is that prescribed in the wage schedule of the Collective Agreement.

**4.9.2** Whenever gross wages are referred to in this agreement, they shall include regular straight time earnings, overtime pay, holiday pay.

#### **4.10 "REGISTERED MAIL"**

Whenever "registered mail" is referred to in this agreement, it shall include registered by Canada Post or any other commercial courier (e.g. UPS, Fed-Ex., DHL Express, Purolator etc.)

### **5 NO DISCRIMINATION**

It is agreed that there will be no discrimination by either party or by any of the employees covered by this Agreement.

**5.1** The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of her membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her rights under the Collective Agreement.

- 5.2** The Union shall be provided a copy of any written notice provided to an employee that he or she may be subject to termination, demotion, transfer, or notice of progression on the attendance management program.

## **6 STRIKES & LOCKOUTS**

In view of the orderly procedures established by this agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws (including the Hospital Labour disputes Arbitration Act HLDSS and Regulations).

## **7 UNION SECURITY**

### **7.1 DUES, DEDUCTIONS AND REMITTANCE**

- 7.1.1** The Employer shall deduct regularly from the pay of every employee in the bargaining unit an amount equivalent to the sum of union dues and assessments which are uniformly levied on each and every member of the union.
- 7.1.2** Such dues shall be per pay period and, in the case of newly employed persons, such deductions shall commence in the month following their date of hire.
- 7.1.3** Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all the employees from whose wages deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the secretary of the Local Union.
- 7.1.4** In remitting such dues, the Employer shall provide a list of employees from whom deductions were made, including their employee numbers and classification.
- 7.1.5** The amount of regular monthly dues and assessments shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deduction specified.
- 7.1.6** In consideration of the deducting and forwarding of Union dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

### **7.2 EMPLOYEE INTERVIEW**

- 7.2.1** a. The employer will schedule an opportunity for a representative of the Union in the employ of the Employer during orientation for a period of up to 15 minutes without loss of regular earning. The purpose of the meeting will be to acquaint the employee with the Union and the collective agreement.
- b. The Employer shall advise the Union President at least one month ahead of time or as soon as practicable to do so of the date and time of the orientation. The Union will advise the Employer in writing who will attend the orientation session to represent the Union.

**7.2.2** In the event that orientation is not scheduled to be held in the month the employee commences work, the Employer shall arrange for a representative of the Union to meet collectively or individually with employees by the Employer.

### **7.3 NOTIFICATION TO UNION**

The Employer will provide the union with a list, monthly, of all hiring's, lay-offs, recalls and terminations within the bargaining unit where such information is available or becomes readily available through the Employer's payroll system.

### **7.4 AGREEMENT**

Employees covered by this agreement shall be provided with a copy of the current Collective Agreement. The Employer and Union agree to share the cost of copying and printing the Agreement equally.

### **7.5 NO OTHER AGREEMENTS**

**7.5.1** No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representative(s) which conflicts with the terms of this agreement.

**7.5.2** No individual employee or group of employees shall undertake to represent the union at meetings with the Employer without proper authorization from the union.

### **7.6 WORK OF THE BARGAINING UNIT**

**7.6.1** Employees not covered by the terms of this Agreement will not perform any duties which are normally performed by employees who are covered by this Agreement, which would directly cause, or result in, the layoff of regularly scheduled hours of work of an employee in the bargaining unit.

**7.6.2** It is understood that this clause shall not be used for the purpose of bypassing the call-in procedure. (Article 14.5) or to avoid overtime.

**7.6.3** Other arrangements: This article shall not prevent residents or their designate from making arrangements for private care providers or publicly funded service delivery (e.g. VON), private duty or companion care. Such service(s) is between the resident and or designate and the provider and shall not be viewed as a violation of the Collective Agreement.

**7.6.4** Volunteers: it is understood that volunteers are an integral part of residence life and the Employer shall not use volunteers to replace bargaining unit workers.

**7.6.5** Contracting out: The employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a layoff of any employees results from such contracting out.

## **8 UNION ACTIVITY**

The Union agrees that neither it, nor its officers, agents, representatives and members will engage in the solicitation of members, holding of meetings or any other Union activities on Employer premises or on Employer time except as specifically provided for in this Agreement without the prior approval of the Employer. This approval shall not be unreasonably denied.

## **8.1 ACCESS TO PREMISES**

The Employer agrees to give representatives of the Union access to the premises of the Employer for the purpose of attending grievance meetings or otherwise assisting in the administration of this Agreement, provided prior arrangements are made with management.

## **8.2 REPRESENTATIVES**

The Employer agrees to recognize five (5) union stewards to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period for the purpose of dealing with Union business as provided under this Collective Agreement.

**8.2.1** The Residence agrees to recognize the following representatives, to be elected or appointed from amongst employees in the bargaining unit who have completed their probationary period, for the purpose of dealing with Union business as provided under this Collective Agreement.

- a) All elected officers.
- b) Five Stewards
- c) Negotiating Committee of not more than four (4) employees. The Union President and National Staff representative shall be additional committee members
- d) A Grievance Committee of not more than three (3) employees
- e) A Workers' Compensation representative or designate.

The parties recognize the diversity of classifications to be represented.

**8.2.2** It is agreed that elected officers may also be designated as stewards by the Union provided such designations do not increase the number of stewards beyond the maximum defined in Article 8.2.1 b

**8.2.3** The Union shall keep the Employer notified in writing of the names of representatives appointed or selected under this Article (Article 8) as well as the effective date of their respective appointments before the Residence shall recognize them.

**8.2.4** Regular duties: It is agreed that Union stewards have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. If, in the performance of his duties, a Union steward is required to enter an area within the Residence in which he is not originally employed, he shall report his presence to the supervisor in the area immediately upon entering it. Such permission shall not be unreasonably withheld. When resuming his regular duties and responsibilities, such steward shall again report to his immediate supervisor. A Union steward shall suffer no loss of earnings for time spent in performing the above duties during his regular scheduled working hours.

## **8.3 MEETINGS AND COMMITTEES**

Time spent in meetings shall not result in premium pay. This clause applies to Labour/Management, Grievance committee and Negotiation committee. Employees who are members of committees will suffer no loss of earnings for time spent during their regular working hours for attending committee meetings.

### **8.3.1 LABOUR MANAGEMENT COMMITTEE**

Where the parties mutually agree that 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 shall apply.



- a) Meetings shall be held every three months or more frequently at the call of the Chair, if required. An equal number of representatives of each party as mutually agreed shall meet at a time and place mutually satisfactory.
- b) A request for a meeting hereunder will be made in writing 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 grievance or negotiations for the amendment or renewal of this agreement. Any representative(s) attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.
- c) The Committee shall maintain minutes of all meetings and make the same available for review. The role of the Chair and Secretary shall alternate between the Union and the Employer.
- d) It is understood that joint meetings with other Labour-Management Committees of the Employer may be scheduled concerning issues of mutual interest if satisfactory to all concerned.
- e) No grievance shall be discussed at Labour/Management meetings.

### **8.3.2 GRIEVANCE COMMITTEE**

- a) The Employer will recognize a Grievance Committee composed of not more than one (1) of the employee representatives provided for in 8.2.1 d) above plus the Union Local President and one (1) union representative and not more than three (3) employer representatives. The purpose of the Committee is to deal with complaints or grievances as set out in this Collective Agreement.
- b) A Committee member shall suffer no loss of earnings for time spent during their regular scheduled working hours in attending grievance meetings with the Employer up to, but not including arbitration.

### **8.3.3 NEGOTIATING COMMITTEE**

- a) The Employer agrees to recognize a negotiating committee comprised of four (4) union members (current employees of the Residence) for the purpose of meeting with the employer to negotiate renewal agreements. The Union Local President and National Staff representative shall be additional committee members.
- b) The Employer agrees to pay members of the negotiating committee for straight time wages lost from their regularly scheduled working hours spent in direct negotiations for a renewal agreement, up to but not including arbitration. No such payment shall result in premium pay.
- c) The employer shall grant unpaid time off to allow the negotiating committee members to attend interest arbitration hearing(s). For any unpaid leave of absence under this provision, the employee's salary and applicable benefits shall be maintained by the employer and the union agrees to reimburse the Employer in the amount of the full cost of such salary and benefits.
- d) To facilitate planning, the union will endeavour to advise the employer, at the time of booking the arbitration, which members will be required.

### **8.3.4 HEALTH AND SAFETY COMMITTEE**

The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Residence in order to prevent accidents, injury and illness.

- a) The employer agrees to accept as members of its Health and Safety Committee three (3) representatives selected or appointed by the Union from amongst bargaining unit employees.
- b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.

- c) The Employer agrees to cooperate reasonably in providing necessary information to enable the committee to fulfill its functions. In addition, the Employer will provide the committee with reasonable access to all accident reports, health and safety records and any other pertinent information in its possession.
- d) The Employer will provide copies of Incident Reports, of Bargaining Unit employees sustaining lost time and medical aid injuries, to the Union's WSIB and Health and Safety Representatives within four (4) days. The incident report will include the employee's department, date of injury and type of injury.
- e) The parties agree that, in the interests of confidentiality, the above will be provided through access to a binder secured at the Residence. The Local Union shall provide the Employer with the name(s), on an annual basis, of individual(s) who will receive (have access to) the Incident Reports.
- f) Meetings shall be held every three months or more frequently at the call of the Chair, if required. The Committee shall maintain minutes of all meetings and make the same available for review.
- g) Any representative appointed or selected in accordance with 8.3.4 hereof, shall serve for a term of at least two (2) calendar years from the date of appointment. Time off for authorized representative(s) to attend meetings of the health and safety committee shall be granted and any representative(s) attending meetings shall be paid at the appropriate rate for all time spent at such meetings. It is understood there will be no duplication of payment for such hours.
- h) The union is committed to obtaining the full cooperation of its membership in the observation of all safety rules and practices.
- i) All time spent by a member of the Health and Safety Committee to carry out her duties, as authorized by the committee, shall be deemed to be work time.
- j) A Union Representative will attend all meetings in regard to a workplace injury, where practicable.

### **VIOLENCE IN THE WORKPLACE**

The parties recognize that employees may be exposed to unwanted behavior from others in the workplace and that such behavior may result in injury and/or emotional distress to an employee.

Both Parties agree that they share a responsibility to maintain a workplace free from risk of violence. The Employer agrees to provide a Violence in the Workplace Prevention Program with explicit policies and procedures to deal with such situations. The Joint Occupational Health and Safety Committee shall review the program on a regular basis and make recommendations as it deems appropriate. Any changes to the Violence in the Workplace Prevention Program shall be agreed to by both parties.

- 8.3.5** In the event any accommodation results in the employee moving to a lower classification, the rate of pay shall be adjusted to the rate in that classification which the employee would be entitled to had they posted into such position.

## **9 GRIEVANCE AND ARBITRATION PROCEDURE**

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

At the time formal discipline is imposed or at any stage of the grievance procedure an employee shall have the right upon request to the presence of his/her steward. In the case of suspension or discharge the Employer shall notify the employee of this right in advance.

It is understood that, if an employee requests a particular steward who is not scheduled to be at work at the time of meetings under this clause, and an alternate steward is, the employer will not incur additional cost or undue time delay to accommodate the request.

## **9.1 GRIEVANCE PROCESS**

It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until she has first given her immediate supervisor the opportunity of adjusting her complaint. The grievor may have the assistance of a union steward. Such complaint shall be discussed with her immediate supervisor within seven (7) calendar days after the circumstances giving rise to it have occurred or ought reasonably to have come to the attention of the employee. Failing settlement, within seven (7) calendar days following advice of her immediate supervisor's decision the matter shall be handled in the following manner and sequence:

### **Step No. 1**

The employee may submit a written grievance signed by the employee, to her immediate supervisor. The grievance shall be in writing and shall identify the nature of the grievance and the remedy sought and should identify the provisions of the Collective Agreement which are alleged to be violated. The immediate supervisor will deliver her decision in writing within seven (7) calendar days following the day on which the grievance was presented to her. Failing settlement or response, then:

### **Step No. 2**

Within seven (7) calendar days following the decision under Step No. 1, the grievance may be submitted in writing to the Administrator or his/her designate. A meeting will then be held between the Employer and the Grievance Committee within seven (7) calendar days of the submission of the grievance at Step No. 2 unless extended by agreement of the parties. It is understood and agreed that a representative of the Canadian Union of Public Employees (CUPE) and the grievor may be present at the meeting. It is further understood that the Administrator (or designate) may have such counsel and assistance as he/she may desire at such meeting. The decision of the Employer shall be delivered in writing within seven (7) calendar days following the date of such meeting.

## **9.2 POLICY GRIEVANCE**

A complaint or grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step No. 2 within fourteen (14) calendar days following the circumstances giving rise to the complaint or grievance. It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which such employee could himself institute and the regular grievance procedure shall not be thereby bypassed.

## **9.3 GROUP GRIEVANCE**

Where a number of employees have identical grievances and each employee would be entitled to grieve separately they may present a group grievance in writing, signed by each employee who is grieving, to management within fourteen (14) calendar days after the circumstances giving rise to the grievance have occurred or ought reasonably to have

come to the attention of the employee(s). In the case of such grievances the Union shall select up to two employees as representative of affected employees to attend hearings held in conjunction with the grievance or grievances. The grievance shall then be treated as being initiated at Step No. 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

#### **9.4 DISCHARGE GRIEVANCE**

The release or discharge of an employee during the probationary period shall not be the subject of a grievance or arbitration unless the release or discharge is a violation of the Human Rights Code.

A claim by an employee who has completed his probationary period that he has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged by the employee with the Employer at Step No. 2 within seven (7) calendar days after the date the discharge or suspension is affected. Such special grievance may be settled under the Grievance or Arbitration Procedure by:

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

Wherever the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union of such suspension or discharge in writing. The Employer agrees that it will not suspend, discharge or otherwise discipline an employee who has completed his probationary period, without just cause.

#### **9.5 AGREEMENTS BINDING**

All agreements reached under the Grievance Procedure between the representatives of the Employer and the representatives of the Union will be final and binding upon the Employer and the Union and the employees.

#### **9.6 REFERRAL TO ARBITRATION/MEDIATION**

**9.6.1** Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within eighteen (18) calendar days after the decision under Step No. 2 is given, the grievance shall be deemed to have been abandoned. Where such a written request is postmarked within sixteen (16) calendar days after the decision under Step No.2, it will be deemed to have been received within the time limits.

**9.6.2** The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding 9.6.1 above, the parties may, upon mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

#### **9.7 ARBITRATION PROCESS**

**9.7.1** When either party requests that any matter be submitted to arbitration as provided in the foregoing Clause (9.6.1), it shall make such request in writing addressed to the other party to this Agreement, and at the same time name a nominee. Within ten (10) calendar days thereafter the other party shall name a nominee, provided, however,

that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have power to affect such appointment upon application thereto by the party invoking Arbitration Procedure. The two nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon a chair within a period of fourteen (14) calendar days, they shall then request the Minister of Labour for the Province of Ontario to appoint the chair.

- 9.7.2** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.7.3** No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure.
- 9.7.4** The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 9.7.5** The proceedings of the Arbitration Board will be expedited by the parties hereto and the decision of the majority and, where there is no majority the decision of the chair will be final and binding upon the parties hereto and the employee or employees concerned.
- 9.7.6** Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

## **9.8 TIME LIMITS**

The time limits set out in the Grievance and Arbitration Procedures herein are mandatory and failure to comply strictly with such time limits except by the written agreement of the parties shall result in the grievance being deemed to have been abandoned subject only to the provisions of Section 48 (16) of The Labour Relations Act.

## **9.9 SUBSTITUTION**

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

# **10 PERSONNEL FILE**

## **10.1 ACCESS TO FILE**

Each employee shall have reasonable access to his/her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Administrator or designate. An employee has the right to request copies of any evaluations in this file.

## **10.2 CLEARING OF RECORD**

Letters of reprimand and suspension will be removed from an employee's personnel file in sixteen (16) months following receipt provided that the employee's record has been discipline free for the said sixteen (16) month period, except in the cases of incidents involving resident abuse, and where the allegation is not resolved between the parties or overturned by an arbitrator where the record will remain on file for twenty-four (24) months

provided that the employee's record has been discipline free for the said twenty-four (24) month period.

## **11 SENIORITY**

### **11.1 DEFINITION OF SENIORITY**

Seniority shall be defined as length of continuous service in the bargaining unit from the last date of hire and shall be calculated on the basis of one (1) year for each 1725 hours worked per year

Such hours shall be worked hours, except otherwise provided for in the agreement, or as legislated.

- 11.1.1** Notwithstanding the above, an employee cannot accrue more than the equivalent of one year's "full-time" seniority in a twelve (12) month period.
- 11.1.2** Seniority for the purpose of job postings, transfers and rates of pay shall be within the Residence (bargaining unit wide).

### **11.2 PROBATIONARY PERIOD**

- 11.2.1** All new full-time employees will complete a probationary period of three calendar months. All new part time and casual employees will complete a probationary period of the lesser of 450 hours worked, or six calendar months.
- 11.2.2** It is understood that if absence exceeding five days, for whatever reason, occurs during the probationary period, the period will automatically be extended by the amount of absence. The employee will be advised of this in the probationary paragraph of the offer letter.
- 11.2.3** An employee who transfers from casual or regular part time to full time status or full time to regular part time status shall not be required to serve a probationary period where she has previously completed one since her date of last hire.
- 11.2.4** Upon completion of the probationary period the employee's name shall be added to the seniority list (and credited with the hours worked).
- 11.2.5** With the written consent of the Employer, the probationary employee and their Employee representative, the probationary period provided for above may be extended for a maximum of thirty (30) shifts, or such other period as mutually agreed. Any extensions agreed to will be in writing and will specify the length of the extension.

### **11.3 SENIORITY LISTS**

- 11.3.1** The Employer will maintain a record of seniority of all employees covered by this agreement
- 11.3.2** Seniority lists shall be posted twice per year in January and July. A copy shall be given to the Local Union. The seniority listing shall contain the name of the employee, position, seniority date (for Full-Time employees) and seniority hours (converted for Full-Time employees on the basis of 1 year = 1725 hours). The previous seniority list shall remain posted for a period of two (2) months
- 11.3.3** While Probationary employees appear on the seniority list for convenience and record-keeping purposes only, it is understood that probationary employees do not have seniority status other than for availability for calls made for unfilled shifts until they have first completed their probationary period.

- 11.3.4** Where two (2) or more employees have identical seniority, except as provided for below, seniority order will be determined by the last three digits of their social insurance number, with the higher number having more seniority.
- 11.3.5** In the case of job postings and lay-off provisions where two (2) or more employees have identical seniority, seniority order will be determined by drawing names out of a hat at a time scheduled by the Employer. The Union may invite the affected employees it represents to be present. A representative of Union and management will perform the draw.
- 11.3.6** In the event that an employee transfers from part-time to full-time or vice versa the calculation in Article 11 above (11.1.1) shall be used to calculate seniority.

## **11.4 EFFECT OF ABSENCE**

### **11.4.1 Effect of Absence on Accrual of Seniority**

If an employee's absence without pay from the Employer including absences under Article 12, Leaves of Absence, exceeds thirty (30) continuous calendar days she will not accumulate seniority or service for any purposes under the Collective Agreement for the period of the absence in excess of thirty (30) continuous calendar days except as otherwise provided for in this article. Notwithstanding this provision:

- a) *Seniority* shall accrue for a period of two years if an employee's absence is due to disability resulting in W.S.I.B. benefits. Notwithstanding this provision, *service* shall accrue for a period of fifteen (15) weeks if an employee's absence is due to a disability resulting in WSIB benefits.
- b) Employees on approved (eligible) pregnancy or parental leave (Article 12.7, 12.8) shall continue to accrue service and seniority for the duration of leave, up to 52 weeks
- c) Seniority shall accrue for a period of twelve months for an employee absence due to illness, injury or disability.
- d) Seniority shall accrue for a period of twelve months for an employee absence due to an approved leave of absence with pay.

### **11.4.2 Effect of Absence on Maintaining Benefits**

Where the employee wishes to continue their benefits (Health and Welfare and NHRIPP Plan) they must make their contributions to the plan. Failure to maintain the payment schedule will result in discontinuation of benefits. The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including Retirement Plan. For the duration, service and/or seniority are continued as indicated above, providing the employee makes their contributions.

## **11.5 TERMINATION**

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

- a) leaves of her own accord;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off for twenty-four (24) calendar months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days without notifying the Employer of such absence and providing a satisfactory reason acceptable to the Employer;
- e) fails to return to work (subject to the provisions of 11.7(6) upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence for purposes other than that for which the leave was granted;

- f) fails, upon being notified of a recall to signify his/her intention to return within five (5) calendar days after he/she has received notice of recall mailed by registered mail addressed to the last known address on the records of the Employer, and fails to report to work within seven (7) calendar days after he/she has received the notice of recall.
- g) Is absent from work in excess of thirty-six (36) months due to illness, accident or WSIB and the requisite accommodation process has been exhausted to the point of undue hardship.
- h) Retires;
- i) Fails to provide availability as provided for in Article 14.3.2 a) for 2 successive pay periods (This section (i) applies only to Casual employees)

## **11.6 REALLOCATION**

**11.6.1** The provisions of this clause are not intended to bypass the normal posting procedure for vacancies (Article 12) and will be invoked only after discussion with the Union at Labour Management Committee outlining the purpose and need for reorganization, such discussion to include consideration of the Union's perspective on the proposed reallocation.

**11.6.2** In the event of reorganization of work in the Residence, which results in permanent changes to the allocation of staffing across the Residence, employees will be reassigned in accordance with the following:

- a. Reallocations will occur in seniority preference.
- b. The reallocation shall be to an appropriate permanent job with the employer having regard to the employee's skills, abilities, qualifications and training. Such reassignment is able to be made without training, other than the familiarization and orientation normally afforded in transfers between positions.
- c. The reallocation does not result in a reduction of the employee's hourly rate or base compensation (regular hourly rate times hours of work).
- d. The employer will make their best efforts to reassign the employee to a job on the same or substantially similar shift or shift rotation.

**11.6.3** Any vacancy to which an employee is reallocated pursuant to this clause need not be posted.

Where more than one employee is to be reallocated in accordance with 11.6.2 the reassigned employees shall be entitled to select, in order of seniority, from the appropriate vacancies available for reallocation (i.e. for which they meet the criteria defined in 11.6.2 b) above).

## **11.7 LAY-OFF**

A lay-off is defined as a displacement of an employee due to:

- a) a permanent or long-term reduction in the workforce

or

- b) a permanent or long-term reorganization for which there is no suitable reallocation opportunity

Lay-offs, under the provisions of this collective agreement, shall include the reduction of daily or bi-weekly hours of any full-time or part-time employee

**11.7.1** In the event of a layoff the Employer shall:

- a) Provide the Union with no less than three (3) month's written notice of the proposed layoff;



and

- b) Within two (2) weeks of providing such notice, convene a special subcommittee of the Labour Management Committee to discuss the need for, and alternatives to, lay-offs.
- c) Provide the affected employee (s), if any, who will be laid off with no less than 10 weeks written notice of layoff or pay in lieu thereof.

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

**11.7.2** The special subcommittee shall be comprised of two (2) employer representatives and two (2) union stewards (employee representatives) and will meet as required following the initial meeting. The mandate of this sub-committee is to:

- a) Identify and propose possible alternatives to the proposed layoff(s) or elimination of position(s), including but not limited to identifying mechanisms to recall laid off employees prior to using agency staff.
- b) Identify vacant positions in the bargaining unit or positions which are currently filled but which are expected to become vacant within a twelve (12) month period.

Meetings of this sub-committee shall be held during normal working hours.

Members shall suffer no loss of regular pay for time spent attending such meetings.

All Information relevant to the work of the subcommittee shall be provided by the appropriate party.

The Committee, or where there is no consensus, the committee members for either party, shall propose alternatives to cutbacks in staffing to the Administrator.

**11.7.3** A layoff of employees shall be made on the basis of reverse seniority provided that the employees who are entitled to remain on the basis of seniority are qualified to perform the available work. Subject to the foregoing, probationary employees shall be first laid-off.

**11.7.4** An employee in receipt of layoff notice may

- a) Accept the lay-off

or

- b) Bump another employee who has lesser bargaining unit seniority in a lower or identical paying classification for which they are qualified as per the position description, to meet the requirements of the job and perform the work, with a brief familiarization period. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with 11.7.1.

or,

- c) Where the lay-off is a direct result of a reduction in number of positions an employee may resign, and if he/she does so within 30 days after receiving notice of layoff pursuant to article 11.7.1 c. that his or her position will be eliminated, he or she shall receive separation in accordance with the Employment Standards Act.

**11.7.5** The Employer shall, except in the case of recall for casual shifts, notify the employee of recall opportunity by "registered" mail, addressed to the last address on record with the Employer, which notification shall be deemed to be received on the second day following the date of mailing (if such mechanism is agreed through the work of the subcommittee). 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 his or her proper address being on record with the Employer.

- 11.7.6** The decision of the employee to choose (a) or (b) above shall be given in writing to the Administrator within five (5) days following the notification of layoff. Employees failing to do so will be deemed to have accepted the layoff.
- 11.7.7** All regular part-time and full-time employees represented by the Union who are on layoff will be given a job opportunity in the full-time and regular part-time categories for which they are qualified before any new employee is hired into either category.
- 11.7.8** In the event of a layoff of an employee, the Employer shall pay its share of insured benefits premiums for the duration of the notice period provided for in Article 11.4.2, provided that the Employee pays theirs.
- 11.7.9** Employees shall be recalled in the order of seniority, provided that the employee is qualified to perform the available work.

## **11.8 TRANSFER OF SENIORITY OUTSIDE THE BARGAINING UNIT**

- a) It is understood that an employee shall not be transferred by the Employer to a position outside the bargaining unit without his consent except in the case of temporary assignments not exceeding six (6) months. Such employees on temporary assignments shall remain members of the bargaining unit.
- b) An employee who is transferred to a position outside the bargaining unit shall not, subject to (c) below, accumulate seniority. In the event the employee is returned by the Employer to a position in the bargaining unit within twenty-four (24) months of the transfer he or she shall be credited with the seniority held at the time of transfer and resume accumulation from the date of his or her return to the bargaining unit. An employee not returned to the bargaining unit within 24 months, shall forfeit bargaining unit seniority.
- c) In the event an employee transferred out of the bargaining unit under (a) or (b) above is returned to the bargaining unit within a period of twelve (12) calendar months, he shall accumulate seniority during the period of time outside the bargaining unit."

## **12 JOB VACANCIES**

### **12.1 PROCESS OF FILLING JOB VACANCIES**

- 12.1.1** Where a permanent vacancy occurs in a classification within the bargaining unit or a new position within the bargaining unit is established by the Employer, (unless notified in writing by the Employer of its intent to postpone the filling, of such vacancy) such vacancy shall be posted for a period of seven (7) consecutive calendar days. Employees in the bargaining unit may make written application for such vacancy within the seven (7) day period referred to herein.
- 12.1.2** Subsequent vacancies created by the filling of a posted vacancy are to be posted for three (3) consecutive calendar days excluding Saturdays, Sundays. Job vacancies shall be posted on the designated bulletin board.
- 12.1.3** During the posting and selection period, the Employer may temporarily assign an employee to fill the vacancy.
- 12.1.4** At the request of the employee, the Employer will discuss with unsuccessful applicants ways in which they can improve their qualifications for future postings.
- 12.1.5** The postings shall stipulate the qualifications, classification, rate of pay, area and shift and a copy shall be provided to the Union Steward.

- 12.1.6** In cases where an employee applies for a position in a different classification to that currently held they shall be selected for job postings on the basis of their skill, ability, experience and qualifications. Where these factors are relatively equal amongst the employees considered, seniority shall govern, providing the senior applicant meets the minimum requirements of the position and can perform the work within an appropriate familiarization period.
- 12.1.7** In matters of lateral transfer (within the same classification) the appointment shall be made of the senior applicant able to meet the normal requirements of the job.
- 12.1.8** In the event no qualified applicant is found within the bargaining unit the Employer may recruit 'external' to the bargaining unit.
- 12.1.9** The successful applicant for a permanent full-time vacancy will fill the vacancy within four (4) weeks from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.
- 12.1.10** The name of the successful applicant will be posted on the bulletin board for a period of seven (7) days.

## **12.2 CIRCUMSTANCES FOR RETURN TO FORMER POSITION**

- 12.2.1** Where the applicant has been selected in accordance with this Article and in so doing has moved to a different classification other than their own, the applicant should be allowed a familiarization period not to exceed fourteen (14) worked shifts from the date she was assigned to the new classification. Within this period, the employee may voluntarily return or be returned by the Employer to her former position.
- 12.2.2** Successful applicants to a job posting, temporary or permanent, who have successfully completed any required familiarization period as indicated in 12.2.1 above, shall not be able to return to their former position.

For clarity, it is further understood that an employee shall not be able to return to their former position after the familiarization period has been completed.

## **12.3 TEMPORARY VACANCIES**

- 12.3.1** Vacancies which are not expected to exceed sixty (60) calendar days may be filled at the discretion of the Employer by posting, or by following the shift allocation process outlined in 14.3.2.
- 12.3.2** Temporary vacancies expected to exceed sixty (60) days shall follow the posting procedure as set out in 12.1.1. In the event there is no successful internal applicant a Temporary Employee may be hired for a specific term which would not normally exceed twelve (12) months. The release or discharge of such persons shall not be the subject of a grievance or arbitration. Prior to any extension of a specific term, the extension will be discussed with the Union.
- 12.3.3** Where part-time employees fill temporary full-time vacancies, such employees shall be considered regular part-time and shall be covered by the terms of this agreement.
- 12.3.4** Where a full-time employee fills a temporary full-time or part-time position such employee will be considered full-time and shall be covered by the terms of this agreement.
- 12.3.5** a) Temporary vacancies expected to exceed sixty (60) days shall follow the posting procedure set out in Article 12.1.1. In the event there are no successful internal applicants, a temporary employee may be hired on a specific term that will not normally exceed fourteen (14) months. The release or discharge of such

persons shall not be the subject of a grievance or arbitration. Prior to any extension of a specific term, the extension will be discussed with the Union.

- b) No employee shall be precluded from applying for a permanent or a full-time position while filling a temporary position.
- c) An employee filling a temporary vacancy shall not bid on any other temporary posting until the end of his/her temporary position.

**12.3.6** Upon completion of the temporary vacancy such employee shall be reinstated to her former position, unless the position has been discontinued, in which case she shall be subject to the lay-off provisions of the collective agreement.

**12.3.7** The successful applicant to a temporary full-time vacancy will fill the vacancy within four (4) weeks from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

## **13 LEAVES OF ABSENCE**

**13.1** Granting of time off (paid or unpaid Leave of Absence) will be subject to the operational limitations of the departments/ area(s) in which the employee(s) is/are employed. The Emergency Leave provisions of the Employment Standards Act (Ontario) shall apply but the parties understand these are complementary, but not supplemental, to the provisions of this Article (Article 13).

An employee is entitled to take a total of ten (10) days emergency leave each year based on the following criteria:

- a) Personal illness, injury or medical emergency, and
- b) Death, illness, medical emergency or of urgent matters relating to:
  - A spouse (to include same-sex spouse)
  - A parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
  - The spouse of an employee's child
  - The brother and sister of the employee
  - A relative of the employee who is dependent on the employee for care and assistance.

### **13.2 PERSONAL PAID / UNPAID LEAVE OF ABSENCE**

#### **13.2.1**

- a) Written requests for personal leave of absence without pay will be considered on an individual basis by the Employer. Such requests are to be submitted to the employee's immediate supervisor as far in advance as possible, and in any event not less than fourteen (14) days prior to the requested leave, except in cases of emergency. Requests must be in writing, and a written response will be provided not less than seven days prior to the requested leave, except in case of emergency in which case a reply will be given as soon as possible. Granting of such leave shall be subject to the operations of the Residence.
- b) Emergency Leave / Personal Days: Annually on January 1 full time employees will receive credit for up to ten (10) paid Emergency / Personal leave days to a maximum accumulation of twenty (20). This leave may be used as outlined in Article 13. Entitlement for new hires or employees transferring from part-time to full-time will be pro-rated.

c) Additional Emergency Leave/Personal Leave Credits for Full Time employees, beyond entitlement in Article 13.2.1 b. and all Emergency/Personal Leave for Part-Time Employees, shall be Leave without pay.

**13.2.2** The Employer will exercise discretion in requiring employees to use vacation prior to the granting of LOA except as required under the Emergency Leave provisions of the Employment Standards Act.

**13.2.3** Employees may not request Leave of Absence in order to 'trial' alternate employment. The Employer will not grant LOA for this purpose.

### **13.3 UNION BUSINESS**

The Employer shall grant leave of absence without pay to employees to attend Union conventions, seminars, education classes and other Union business in connection with the administration of the collective agreement provided that such leave will not interfere with the efficient operation of the Employer.

**13.3.1** In requesting such leave of absence for an employee or employees, the Union must give at least ten (10) days clear notice in writing to the Employer, unless not reasonably possible to give such notice.

**13.3.2** Such leave shall be limited to fifty-five (55) days cumulative (annual) and shall involve a maximum of five (5) employees at any one time.

**13.3.3** During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer on the basis of what his normal regular hours of work would have been, provided that the Union reimburses the Employer in the amount of such salary and applicable benefits within thirty (30) days of billing.

It is further agreed that the employer shall invoice the Union within forty-five (45) days of the date of the requested leave being taken.

### **13.4 BEREAVEMENT LEAVE**

**13.4.1** Any employee who notifies the Residence as soon as possible following a bereavement will be granted bereavement leave up to a maximum of five (5) consecutive working days of leave, four (4) of which will be without loss of regular pay from regularly scheduled hours in conjunction with the death of the spouse, child, or parent up to and including the second day following the funeral.

**13.4.2** Any employee who notifies the Residence as soon as possible following a bereavement will be granted bereavement leave up to a maximum of three (3) consecutive working days off without loss of regular pay from regularly scheduled hours in conjunction with the death of the sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, brother-in-law, sister-in-law or grandparent of spouse up to and including the second day following the funeral.

**13.4.3** An employee shall be granted one (1) day bereavement leave without loss of regular pay from regularly scheduled hours to attend the funeral of his or her Aunt or Uncle.

**13.4.4** The employee shall provide, with the written request for leave, a copy of the funeral announcement or, failing such announcement, other evidence, satisfactory to the Employer, of the date of funeral.

a) In the event that there is to be a celebration of Life held at a later date, the employee may reserve one of their bereavement days to attend the celebration of Life.

- b) The employee shall advise the Employer that they will be reserving one of their bereavement days to attend a celebration of Life. The employee shall also advise the Employer as soon as is practicable to do so the date of the celebration of Life.

**13.4.5** Unpaid leave for compassionate purposes in conjunction with bereavement leave may be authorized at the discretion of the Employer.

### **13.5 JURY AND WITNESS 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 Employer, the employee shall not lose regular pay because of such attendance provided that the employee:

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

In connection with the foregoing, where an employee 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 Employer on his regularly scheduled day off, he shall be paid for all hours actually spent at such hearings at his regular straight time hourly rate subject to a., b. and c. above.

In connection with the foregoing, where an employee is required to attend a court of law on his regularly scheduled day off, the Employer will attempt to reschedule the employee's regular day off. Where the employee's attendance is required during a shift different from that which he is scheduled to work that day, the Employer will attempt to reschedule the shift to include the time spent at such hearing. It is understood that any rescheduling shall not result in the payment of any premium pay.

### **13.6 PREGNANCY LEAVE**

Pregnancy leave will be granted in accordance with the provisions of the Employment Standards Act (Ontario), except where amended in this provision.

**13.6.1** Where the employee wishes to continue their benefits (Health and Welfare and NHRIPP Plan) they must make their contributions to the plan. Failure to maintain the payment schedule will result in discontinuation of benefits. The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including Retirement Plan, where the employee continues their participation for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.

**13.6.2** The employee is required to give written notification at least two (2) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certificate of a legally qualified medical practitioner stating the expected birth date.

**13.6.3** The employee shall reconfirm her intention to return to work on the date originally approved in subsection 13.6.2 above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to her former position unless the position has been discontinued in which case she shall be subject to the applicable provision of the collective agreement. (Article 11.7).

- 13.6.4** Service and seniority for all purposes will accrue for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.

### **13.7 PARENTAL LEAVE**

Parental leaves will be granted in accordance with the provisions of the Employment Standards Act (Ontario).

- 13.7.1** An employee who is a parent of a child is entitled to a leave of absence without pay following the birth of a child or the child coming into the employee's custody, care and control for the first time, except where amended in this provision.
- 13.7.2** An employee may begin parental leave no later than fifty-two (52) weeks after the day the child is born, or comes into the employee's custody, care and control for the first time.
- 13.7.3** An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not come into the employee's custody, care and control for the first time.
- 13.7.4** An employee, who qualifies for parental leave, other than an adoptive parent, shall give written notification of at least two (2) weeks in advance of the date of the commencement of such leave and the expected date of return.
- 13.7.5** An employee who has taken pregnancy leave under Article 13.6 is eligible to be granted a parental leave of up to thirty-five (35) weeks duration, in accordance with the Employment Standards Act. An employee who has not taken pregnancy leave and who is eligible for parental leave shall be entitled to thirty-seven (37) weeks of leave under this provision.
- 13.7.6** For the purposes of this Article, parent shall be defined to include a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 13.7.7** In the cases of adoption, the employee who is an adoptive parent shall advise the Employer as far in advance as possible with respect to a prospective adoption and of having qualified to adopt a child, and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.
- 13.7.8** Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks after the parental leave began, if the employee also took pregnancy leave, and thirty-seven (37) weeks after the parental leave began otherwise while an employee is on parental leave. (Note: 37 weeks includes 2 week waiting period which would have been served if consecutive with pregnancy leave).
- 13.7.9** Subject to any changes to the employee's status which would have occurred had he or she not been on parental leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

### **13.8 SUPPLEMENTARY TOP UP FOR PREGNANCY AND PARENTAL LEAVE**

On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on pregnancy or parental leave as provided under this agreement, who has

- o been employed at the Residence and contributed a minimum of 3500 worked hours prior to the leave, and
- o has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, 1997, as amended

shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is entitled to Employment Insurance pregnancy/parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks for pregnancy leave and ten (10) weeks for parental leave.

### **13.9 EDUCATION LEAVE**

Leave of absence, without pay, for the purposes of further education directly related to the employee's employment with the Employer may be granted on written application by the employee to management. All requests shall be reviewed on an individual basis. Approval is subject to the operational needs of the Employer.

### **13.10 COMPASSIONATE CARE LEAVE**

**13.10.1** Compassionate care leave will be granted to an employee for up to eight (8) weeks within a twenty-six (26) week period to provide care or support to a family member who is at risk of dying within that 26-week period in accordance with section 49.1 of the *Employment Standards Act, 2000*.

**13.10.2** An employee who is on compassionate care leave shall continue to accumulate seniority and service.

**13.10.3** Subject to any changes to the employee's status which would have occurred had he or she not been on compassionate care leave, the employee shall be reinstated to her former duties, on the same shift in the same department, and at the same rate of pay.

**13.10.4** If the Employee chooses to maintain coverage the Employer will continue to pay its respective share. Coverage will cease if the employee does not remit payments prior to the first of the month for which coverage is to be maintained.

## **14 HOURS OF WORK, SCHEDULING AND REST PERIODS**

### **14.1 HOURS OF WORK**

**14.1.1** The standard work day for full time employees shall be seven and one-half (7-1/2) hours exclusive of one-half (1/2) hour unpaid meal break and the standard bi-weekly period shall be seventy-five (75) hours.

**14.1.2** The Employer will use its best efforts to ensure the half (1/2) hour meal period is uninterrupted.

It is recognized that emergency situations do arise, and at such times the employees may be requested to interrupt their meal period. In this event the balance of the meal period shall be rescheduled. If an emergency prevents rescheduling the Administrator



or designate shall upon confirmation of the emergency, approve reimbursement at straight time for time lost.

Meal periods for night shift will be scheduled to ensure that sufficient personnel are on site to attend to urgent matters.

**14.1.3** For employees on rotational shifts the work schedule, subject to any scheduling restrictions, shall not exceed one hundred and fifty (150) hours in any two (2) consecutive pay periods.

**14.1.4** The Employer does not guarantee hours of work per day or per week or otherwise.

## **14.2 SCHEDULING**

**14.2.1** Except where mutually agreed otherwise between the Employer, an employee and the Union, shift schedules shall be arranged so that an employee:

- a) Is not scheduled to work more than six (6) consecutive days;
- b) Has every other weekend off, unless hired for weekend work.

**14.2.2** Shift schedules, covering a four-week period, will be posted two weeks in advance of the period to which they apply.

**14.2.3** It is the employee's responsibility to consult the posted work schedule.

**14.2.4** If, for their own personal convenience, an employee wishes to change shifts with appropriately qualified other employees, they will first submit such request in writing to their Supervisor or his/her designate, at least forty-eight (48) hours in advance. Consideration will be given, and decision communicated within sixteen (16) hours of receipt of the request. Any resulting variance (caused by the exchange of shifts) to a) and/or b) above will not result in premium or overtime payment. Employees who repeatedly request and/or agree to such exchanges and subsequently do not comply with the exchange, for whatever reason, may lose the ability to participate in future exchanges.

**14.2.5** The Employer shall, except where mutually agreed otherwise, schedule shifts and shall (subject to 14.2.6 below):

- a) Schedule in a minimum of six (6) weeks' time blocks.
- b) Post such schedules to give each regular employee at least four (4) weeks' notice.
- c) Schedule no employee for more than six (6) consecutive shifts, unless mutually agreed between the Employer, the Employee and the Union
- d) Schedule a minimum period of eleven (11) consecutive hours off between shift changeovers.
- e) Schedule such that an employee has every other weekend off, unless hired for weekend work.

**14.2.6** Recreational Programmers will work flexible hours to provide specialty requirements for the resident activities. Every effort will be made to distribute weekend and evening work equitably. Special skills of the individual staff members may be required on a different basis. Adjustments to the posted schedule can be made by mutual consent. Regular hours shall be continuous on any one (1) day.

### **14.3 PART TIME AND CASUAL SCHEDULING**

**14.3.1** The parties recognize that it is the practice of the Residence to establish, upon hire, scheduled 'lines' (which repeat on a predetermined basis) for both full time and part time employees.

**14.3.2** Pre-scheduling of known vacancies is done for part-time employees who provide availability above their 'line' and for casual employees who provide availability, as provided for below:

- a) Casual Employees must submit up to their maximum required availability two (2) different shifts and a minimum of two (2) days per week and every other weekend at least four (4) weeks prior to the posting of the schedule.

A weekend is defined as Friday 11:00 p.m. – Sunday 11:00 p.m., and the employee is required to be available to work one of the following combinations:

- \* Friday and Saturday nights shifts;
- \* Saturday and Sunday day shifts;
- \* Saturday and Sunday evening shifts.

- b) For Part-time employees, availability for shifts may also be submitted at that time to be considered for pre-scheduling.
- c) Employees may make themselves available for weekends in excess of the minimum requirement, which availability shall be included in the pre-scheduling.
- d) For purposes of pre-scheduling, employees will be assigned shifts on the basis of availability and seniority, except as provided for in 14.6 below.
- e) Any changes to availability submitted must be provided in writing. Changes will not be accepted for shifts that have already been assigned as per initial availability.
- f) Availability is defined as shift hours and date only and an employee providing availability does so with the understanding they may be required, and are willing to work, Residence wide.
- g) Except as provided for in Article 14.6 Vacation Scheduling, all shifts that are known in advance of the posting of the schedule shall be pre-scheduled and added, in seniority order, to the schedule of the senior available part-time employee.
- h) When casual, emergency, or other unscheduled work becomes available, each available shift shall be offered in seniority order to all available part-time and casual employees on the list until the assignment is accepted.
- i) In the event that the preceding does not fill an available shift, the shift shall be offered in seniority order to employees working short shifts which are continuous to the available shifts.
- j) In the event the shift is still unfilled, and in the event the Employer chooses to offer it as overtime, the shift shall be offered in seniority order.

### **14.4 SCHEDULE CHANGES**

The Employer will endeavour to provide as much notice as practicable, no less than forty-eight (48) hours, of a change in posted work schedule. These changes shall be brought to the attention of the employee. Where less than 48 hours' notice is provided the hours worked on the first scheduled shift that violates this clause will be paid at time and one half except that, where the first rescheduled shift includes hours previously scheduled, time and one half will be limited to the changed hours. The parties understand that an employee will not be able to cancel booked time off with less than forty-eight (48) hours' notice.

## **14.5 FILLING ADDITIONAL SHIFTS**

When calling in employees for additional shifts, the Employer will call in order of seniority and availability. Part time employees will have preference over Casual employees.

## **14.6 VACATION REQUESTS**

Subject to requirements under Article 17 (Vacations), employee requests for specific days off must be submitted to the Customer Service Clerk - Staffing, in writing, at least one (1) week in advance of the posting of the schedule.

**14.7** Where an employee makes prior arrangements for time off a shift of duty the employee shall not be scheduled to work another shift of duty that day unless otherwise agreed.

## **14.8 REST PERIODS**

### **14.8.1 Full Time Employees**

The Employer will schedule one fifteen (15) minute rest period for each full scheduled half shift.

### **14.8.2 Part Time Employees**

Part-time employees shall be entitled to a paid rest period of fifteen (15) minutes for each three and three-quarter (3 3/4) hours of work.

### **14.8.3 Additional Rest Periods**

- a) When an employee performs authorized overtime work of at least three (3) hours duration, the Employer will schedule a rest period of fifteen (15) minutes duration.
- b) An unpaid meal period of ½ hour will be scheduled by the employer for shifts of greater than five hours.
- c) An employee who works a second consecutive full shift shall be entitled to the normal rest period and meal period for the second shift and shall be provided at the time of the meal period with a meal.

## **15 OVERTIME, REPORTING PAY, CALL-BACK AND WEEKEND PREMIUM**

**15.1** All overtime must be authorized by the Administrator or delegate.

**15.1.1** It is understood that the Employer will not be required to offer shifts that would result in overtime premium pay. However, where shifts that incur premium payment are offered, they will be offered to employees in the bargaining unit by seniority to the most senior employee that would incur the least subsequent premium.

**15.1.2** Overtime premium will not be duplicated or pyramided, nor shall other premiums be duplicated or pyramided, nor shall the same hours worked be counted as part of the normal work week and also as hours for which the overtime premium is paid.

## **15.2 OVERTIME**

**15.2.1** If an employee is authorized to work more than seven and one half (7.5) hours in a day or more than 75 hours in a two week period she shall receive overtime premium of one and one half (1.5) times her regular straight time hourly rate.

**15.2.2** Notwithstanding the foregoing, overtime will not be paid for additional hours worked during a twenty-four (24) hour period either as a result of change in shift on the request of an employee or a change-over to daylight saving from standard time or vice versa or an exchange of shifts by two employees.

**15.2.3** Notwithstanding the foregoing, no overtime premium shall be paid for a period less than fifteen (15) minutes of overtime work where the employee is engaged in reporting functions at the end of her normal daily shift.

Employees working overtime will be paid time and one half (1 ½) for all overtime hours worked. On request by the employee, time off in lieu of overtime payment at the rate of time and one half (1 ½) the overtime hours worked may be taken at a mutually agreeable time within sixty (60) calendar days of the overtime being worked. If lieu time is not used within the sixty (60) calendar days, the employee shall receive the funds on the next pay date after the sixty (60) calendar days.

### **15.3 REPORTING PAY**

An employee who reports for work as scheduled, and no work is available, shall receive a minimum of four (4) hours pay or his/her scheduled hours, whichever is less, at his/her regularly straight time hourly rate provided he/she performs in that period any duties assigned to him/her that he/she is capable of doing.

The reporting allowance outlined as herein shall not apply in the following circumstances:

- a) whenever an employee has received prior notice not to report for work as per Article 14.4
- b) in the event of an emergency such as fire or power outage which curtails the operation of the Residence, or other such circumstances beyond the reasonable control of the Employer
- c) to employees returning to work without notice after absence.
- d) the employee fails to keep the Employer informed of a telephone number, which may be used by the Employer to give notice.

### **15.4 WEEKEND PREMIUM**

Employees shall be paid weekend premium fifty cents (\$0.50) per hour for all hours worked between 11:00 p.m. Friday and 11:00 p.m. Sunday. This premium shall be in addition to the regular shift premium.

### **15.5 CALL-BACK**

Where an employee is called back to work after having left the premises, and before the start of their next regular shift, he/she will be given a minimum of four (4) hours of work at the rate of time and one-half (1-1/2) their regular hourly earnings. If the call-back is within four (4) hours of the start of his/her regular shift he/she will be paid at the rate of time and one half for all hours worked prior to their regular shift, and at straight time for their regular shift.

## 16 PAID HOLIDAYS

16.1 An employee who otherwise qualifies under Article 16.2 hereunder shall receive the following as paid holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

When such holiday falls on a Saturday or Sunday and where an alternative day is not legislated, the Employer will designate the preceding Friday or following Monday as the holiday for employees who work a Monday to Friday schedule.

In addition, Full Time Employees will receive one (1) 'float' day; to be scheduled within each year of this agreement.

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

- a) Is absent the scheduled shift immediately preceding or the scheduled shift immediately following the holiday, unless a reason acceptable to the Employer has been submitted, or has been absent from work by any reason or any rights granted him/her under the provisions of the Agreement (e.g. LOA)
- b) Does not produce a medical certificate for illness occurring on the scheduled shift immediately preceding or following the holiday.
- c) Fails, without reasonable cause, to work any or all of their shift on the public holiday if they agreed to or were required to work that day.

16.2.1 An employee who qualifies to receive pay for any holiday or a lieu day will not be entitled, in the event of illness, to receive sick pay in addition to holiday pay or a lieu day in respect of the same day.

16.2.2 Effective January 1, 2011, employees are entitled to bank a statutory holiday and it must be used within three pay periods, or it will be paid out on the fourth pay period.

### 16.3 CHRISTMAS/NEW YEAR SCHEDULING

16.3.1 Where possible the Employer will endeavour to grant employees either Christmas or New Year's Day off, unless the employee elects to work both days. The day off shall alternate annually. In the event of a conflict, the deciding factors will be which holiday the employee worked the previous year, and seniority.

16.3.2 In order to accommodate the granting of time-off scheduling provisions (Article 14.2) can be waived between December 15 and January 9.

16.3.3 The schedule for the period of December 15 to January 9 will be posted no later than November 1<sup>st</sup> of each year.

### 16.4 PAYMENT FOR HOLIDAY – FULL TIME EMPLOYEES

An employee who qualifies for, and who works on a paid holiday shall receive time and a half for all hours worked on the holiday plus an alternate day off, scheduled in the master schedule (H), with holiday pay.

## 16.5 PAYMENT FOR HOLIDAY – PART TIME EMPLOYEES

An employee who qualifies for, and who works on a paid holiday shall be paid time and a half for all hours worked on the holiday. The employee shall also receive holiday pay calculated by the total amount of regular wages earned and vacation pay payable to the employee in the four weeks before the work week in which the public holiday occurred, divided by 20.

## 16.6 PAYMENT FOR WORKING OVERTIME ON A HOLIDAY

Where an employee is required to work authorized overtime in excess of 7.5 hours on a paid holiday, such employee shall receive twice (2x) his regular straight time hourly rate for such authorized overtime.

## 16.7 HOLIDAYS DURING VACATION

Where an employee qualifies and where a holiday falls during the employee's scheduled vacation period, her vacation shall be extended by one (1) day unless the employee and the Employer agree to schedule a different day off with pay.

# 17 VACATION

17.1 Vacation pay shall be calculated on the basis of the employee's regular straight time rate of pay times their normal weekly hours of work

17.2 Vacation shall be earned in accordance with the following:

Qualifying "years"	Full Time employees		Part Time Employees
	Earned at the rate of	Entitlement for a full year earned	Per cent of earnings (paid each pay period)
Less than or equal to three years	6.25 hours/month	Two (2) weeks	Four percent (4%)
More than three years and less than eight years	9.375 hours per month	Three (3) weeks	Six percent (6%)
More than eight years	12.5 hours per month	Four (4) weeks	Eight percent (8%)

17.2.1 RPN's and Recreation Programmers hired after April 29, 2015 will earn vacation as outlined in Article 17.2.

17.2.2 Vacation banks for full time employees shall be populated effective January 1 of the Vacation (calendar) year, or, in the case of employees transferring from part time to full time employment, at the time of transfer, or, in the case of new employees, following the probationary period. The bank will reflect the earning rate in effect at the time of population. If an employee's earning rate changes on their anniversary, in accordance with the table above (17.2), their bank will be updated on the pay following the anniversary.

- 17.3** Earned (paid) vacation may begin to be taken once the probationary period is completed.
- 17.4** The vacation year shall be the Calendar year.
- 17.4.1** Vacation earned in the calendar year must be planned to be taken in that year unless specific 'carry over' is requested in writing and agreed to by the employer prior to the end of the calendar year.
- 17.4.2** In any event, any 'carry over' not taken, or not having been specifically agreed otherwise, by March 31 of the following calendar year will be treated (in combination with vacation taken) up to the minimum required by the Employment Standards Act (Ontario).
- 17.5** Vacation outstanding or taken but not earned, at the time of termination of employment will be reconciled. (Paid out if earned and not taken, deducted from final pay if taken but not earned). Timing will be in accordance with the *Employment Standards Act (Ontario)*.

## **17.6 VACATION SCHEDULING**

The Employer reserves the right to manage and administer vacation scheduling. In exercising this right, the Employer will consult with the Union in developing scheduling guidelines, the principles of which shall be:

- a) to provide opportunity for all staff to take at least a portion of their vacation during the peak vacation time between June 15 and the end of the week prior to Labour Day.
- b) to ensure adequate vacation planning.

- 17.6.1** Seniority rights for the purposes of this Article can only be exercised once in a calendar year.
- 17.6.2** All vacation requests must be submitted to the Customer Service Clerks (Staffing) by February 1 of each year. The Employer will post the vacation schedules by the end of February each year.
- 17.6.3** Once the pre-planned vacation schedule is confirmed, any other vacation requests (e.g. ref. Article 17.6– single days) requests for employees hired after February 1 shall be submitted at least one (1) week prior to the posting of the schedule in which the time of vacation is requested. Such requests will be reviewed and granted, subject to coverage being available, in order of date request is received.
- 17.6.4** For scheduling purposes, a 'week' of vacation shall be defined as seven (7) consecutive calendar days. For a fulltime employee a paid vacation week is 37.5 hours (which may be averaged over a biweekly period, as 75 hours per pay period) i.e. five days' pay, not seven.
- 17.6.5** Notwithstanding the above, for the purposes of administering Part-time vacation, the amount of vacation to which an employee is entitled will be calculated in days in accordance with the following: FTE x 5 x nominal 'weeks'.
- E.g. .5 FTE Part Time RPN with five years seniority, nominal weeks = 4; vacation days of entitlement = .5 x 5 x 4 = 10 days.
- 17.6.6** Vacations may commence on any day of the week excepting that a full week of vacation (or extension thereof) shall not start on a Sunday.

- 17.6.7** Prior to leaving on vacation employees are responsible for checking the schedule, or in the case of part time employees providing availability, checking with staffing, as to the date and time they are to report for work on return from vacation.
- 17.6.8** Employees who have three (3) weeks or more vacation, may use one (1) week as single day vacations. It is understood, that pay for such days shall not result in more money than would have been received had they taken their vacation in a block of one (1) week.
- 17.6.9** For Part-time employees all vacation entitlement will be counted in single days. If the 'nominal weeks' is more than three, up to (FTE x 5) days can be taken as single days.  
E.g. in 17.6.6 above =  $5 \times 0.5 = 2.5$  days (3; rounded up (round down for <.5))

## **17.7 BEREAVEMENT DURING VACATION**

Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.4. The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

## **17.8 ILLNESS DURING VACATION**

*(The following clause is applicable to full-time employees only)*

Where an employee's scheduled vacation is interrupted due to serious illness, which either commenced prior to or during the scheduled vacation period, the period of such illness shall, subject to evidence reasonable in the circumstances, be considered sick leave.

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

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

## **17.9 WORK DURING VACATION**

Should an employee who has commenced his scheduled vacation agree upon request by the Employer to return to perform work during the vacation period, the employee will receive one (1) vacation lieu day off for each day on which he has so worked.

## **18 SICK LEAVE**

- 18.1** Sick leave means the period of time an employee is permitted to be absent from work by virtue of being unable, due to injury or illness, to perform the regular duties pertaining to the occupation in which they participated immediately before being absent. The employer reserves the right to require proof of illness.

The Employer shall pay a reasonable cost of any medical certificate required by the employer.

- 18.2** Emergency Leave/ Personal Day (Article 13.2.1) includes provision for sick leave. Employees who have exhausted emergency leave/personal day credits will be



provided with a Record of Employment to enable Employment Insurance application if appropriate.

### **18.3 PAYMENT PENDING DETERMINATION OF WSIB CLAIM (FULL-TIME ONLY)**

An employee who is absent from work as a result of an illness or injury sustained at work and who has been awaiting approval of claim for WSIB benefits for a period longer than one complete pay period may apply to the Employer for payment equivalent to the lesser of the benefit she would receive from WSIB benefits if her claim was approved, or the benefit to which she would be entitled under the Emergency Leave / Personal Day benefit. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the Workplace Safety & Insurance Board.

### **18.4 INJURY PAY**

The Employer and the Union agree that the provisions of the Workplace Safety and Insurance Act (W.S.I.A) apply. Specifically, that payment will be made for the balance of a shift in which the employee sustained an injury on the job, recognized by WSIB.

## **19 HEALTH AND SAFETY**

**19.1** The Employer will provide all employees access to copies of the Health and Safety Act and post the Health Care and Residential Facilities regulations in the workplace.

### **19.2 UNDERLYING CONDITION**

**19.2.1** Where an employee has an underlying medical or physical condition which gives the employee cause for concern regarding his/her workplace safety in his/her current position he/she shall first address the concern to his/her supervisor who will investigate/consult as necessary to determine the appropriate action. Such action may include temporary or permanent accommodation, subject always to the availability of suitable and alternative work. The employee will provide to the Employer the information deemed necessary by the Employer to consider the concern(s). The employee may choose to consult with a Health & Safety certified Union Representative during the process.

## **20 HEALTH & WELFARE BENEFITS**

**20.1** Upon completion of probation full time employees are eligible to participate in the benefit program. This is provided, on a 75%/25% employer /employee premium cost sharing basis, as detailed in the benefit information provided to employees on benefit enrollment. The elements of the program are:

- 20.1.1 Group Life Insurance:** \$25,000 Employer 100% paid
- 20.1.2 Extended Health:** Drug Plan (\$2000 cap/insured person);  
Vision (\$300/24 mos.) plus  
one eye exam/24 mos. (\$100 max.)  
Hearing Aids (\$500 lifetime)  
Paramedical Services (including orthotics, Physiotherapy,  
Chiropractor, each service type \$500 cap/insured person)
- 20.1.3 Out of Country Travel Plan**

**20.1.4 Dental:** \$1500/insured person, 80% co-payment, current ODA schedule

**20.1.5 Long Term Disability** 119-day qualifying period; 5 year maximum

**20.1.6 NHRIPP Plan** (The Plan is to be effective one month following completion of the enrolment process):

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

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

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

- i) the straight time component of hours worked on a holiday,
- ii) holiday pay, for the hours not worked,
- iii) vacation pay,
- iv) paid sick leave,
- v) bereavement leave,
- vi) jury duty,
- vii) negotiations and grievance meetings.

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

"Eligible employee" is defined as full-time and part-time Employees in the bargaining unit who have completed nine hundred and seventy-five (975) hours of service and who are not prohibited from contributing to the Plan by legislation or the Plan rules because of their age or because they are in receipt of a pension from the Plan.

.02 Each Eligible Employee covered by this Collective Agreement shall contribute from each pay period an amount equal to two percent (2%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to two percent (2%) of Applicable Wages to the Plan.

Effective first pay of February 2018, the amount will be increased to two and a quarter percent (2.25%).

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

The Employer shall contribute on behalf of all employees who would be Eligible Employees but for their age or their receipt of a pension from the Plan one percent (1%) of Applicable Wages to a fund of the employee's choice.

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 remitted to the Plan within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable.

.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 toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

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

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

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

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

- i) To be Provided Once Only at Plan Commencement
  - a) Date of Hire
  - b) Date of Birth
  - c) Date of First Contribution
  - d) Seniority List include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
  
- ii) To be Provided with Each Remittance
  - a) Name
  - b) Social Insurance Number
  - c) Monthly remittance
  - d) Pensionable earnings
  - e) Year to Date pension contributions
  - f) Employer portion of arrears owing due to error, or late enrolment by the Employer
  
- iii) To be Provided Once and if Status Changes
  - a) Full address as provided to the Employer
  - b) Termination date where applicable (MM/DD/YY)
  - c) Gender
  - d) Marital Status
  
- iv) To be Provided Annually but no later than December 1st
  - a) Current complete address listing
  - b) Details of all absences of members from the workplace due to an injury for which the member received Workplace Safety and Insurance Board benefits

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

- .06 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

- 20.1.7** Part time employees: Part Time employees will receive, effective September 29, 2014, 10% added to earnings in lieu of Health and Welfare Benefits.

## **21 MISCELLANEOUS**

### **21.1 EDUCATION**

- 21.1.1** Both the Employer and the Union recognize their joint responsibility and commitment to provide, and participate in, in-service education. The Union supports the principle of its members' responsibility for their own professional development and the Employer shall endeavour to provide programs related to the requirements of the Employer. Available programs will be publicized, and the Employer will endeavour to provide employees with opportunities to attend such program, during their regularly scheduled working hours.
- 21.1.2** When an employee is on duty and authorized to attend any in-service program within the Residence and during her regularly scheduled working hours, she shall suffer no loss of regular pay.
- 21.1.3** When an employee is required by the Employer to attend courses outside of her regularly scheduled working hours she shall be paid for all time spent in attendance on such courses at her regular straight time hourly rate of pay. No payment shall result in a premium pay. This clause does not apply to upgrading/course requirements mandated by a professional body to maintain registration/certification.
- 21.1.4** Subject to operational requirements, the Employer will make every reasonable effort to grant requests for necessary changes to an employee's schedule to enable attendance at a recognized up-grading course or seminar directly pertaining to employment with the Employer. The Union recognizes that schedules of others of its members may be impacted and that scheduling rules may have to be waived in order to accomplish this. If other members decline such change the Employer shall be deemed to have exhausted "every reasonable effort."

### **21.2 SYNTAX**

Wherever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires.

### **21.3 NOTIFICATION OF ABSENCE**

Excepting in cases of emergency, an employee absenting themselves from work must notify the Employer on the day of absence, prior to the time he/she would normally report for duty, to allow for replacement. (Evening or night shift: at least four hours prior; day shift not later than 0600hrs.) Failure to give adequate notice may result in loss of personal leave benefit for that day of absence and be deemed absent without leave.

### **21.4 NOTIFICATION OF CHANGE**

It shall be the duty of each employee to notify the Employer promptly of any change in address or any change in temporary residency. If an employee fails to do this, the Employer will not be responsible for failure of a notice sent by "registered mail" to reach such an employee. An employee shall notify the Employer of any change to her

telephone number. Calls made to numbers on file which have not been updated shall be considered calls made in good faith and the Employer shall not be liable for any consequences arising from lack of contact.

#### **21.5 BULLETIN BOARD**

The Employer shall provide a bulletin board for the Union to post notices. Such board shall be in a location accessible to those staff represented by the Union. Posting of any notice on this bulletin board is subject to the approval of the Administrator.

#### **21.6 UNIFORMS**

The Employer will provide a uniform allowance of \$100.00 for all employees to be deposited annually on the first pay of April to be used toward the purchase of scrubs or appropriate foot ware for the workplace.

#### **21.7 CERTIFICATION**

Staff members in positions which require yearly certification, i.e., RPN, will submit to the Director of Care or designate, proof of their certification, not later than February 15th. If proof is not submitted by that date they will not be eligible to work until proof is submitted and will not be paid.

#### **21.8 DAYLIGHT SAVINGS TIME**

Where an employee is scheduled to work on either Daylight Savings time, or Eastern Standard time, they shall be paid the actual number of hours worked, at straight time.

#### **21.9 WORKLOAD**

The parties agree that resident care is enhanced if concerns relating to professional practice, fluctuating workloads and staffing are resolved in a timely and effective manner.

In the event that an employee, or group of employees, is/are repeatedly assigned a workload that is inconsistent with proper resident care they shall express their concerns, first to their supervisor, and if unresolved, to the Director of Care/ Director of Support Operations whichever applicable. If the matter remains unresolved it shall become a matter for discussion at Labour Management Committee, in which case the employee shall complete a "Workload Review Form", including Supervisor's written response. The completed form shall be provided to the supervisor and to the Union. The Workload Review Form will be attached as an Appendix to the collective agreement.

#### **21.10 TECHNOLOGICAL CHANGE**

The Employer undertakes to notify the Union in advance, so far as practicable, of any technological changes which the Employer has decided to introduce which will significantly change the status of employees within the bargaining unit.

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

The Employer will determine the scope of training and pay for and provide incumbent employees with such training. It is understood that employees hired and/or transferred

after the introduction of such applications will be expected to competently use such applications within the familiarization/ orientation period.

#### **21.11**

The Employer endorses the right of every employee to work in an environment free from harassment, bullying, discrimination or violence and, as such, employees are free to pursue all avenues in the Employer's policy and the Collective Agreement including the grievance procedure for resolving complaints that may arise.

Any policy that exists which pertains to harassment, bullying, discrimination or violence in the workplace shall be reviewed by and discussed with the Occupational Health & Safety Committee and the Union shall be notified on any resulting changes to the policy at a Labour Management Meeting.

## **22 WAGES**

**22.1** Classifications: Employees shall be classified and paid in accordance with Schedule "A" attached to this agreement.

**22.2** Any reference to earnings within this agreement shall mean an employee's straight time hourly rate excluding, premium pay, percentages in lieu or other increments.

#### **22.3 METHOD AND TIMING OF PAYMENT**

Employees shall normally be paid, through direct deposit, every second Thursday, for a two (2) week period commencing on a Saturday and ending on a Friday. Increases in pay will be implemented on the first full pay period closest to the effective date of the increase. In the event a change to a new payroll system, or payroll provider, occurs within the life of this agreement and necessitates a change in payroll schedule, the Employer will advise the Union and work with them to affect a smooth transition.

#### **22.4 ERRORS**

In the event of an error on an employee's pay, the correction will be made in the pay period following the date on which the error comes to the Employer's attention.

If the error is made by the Employer and such results in the employee being underpaid by 7.5 hrs. pay, or more, if the employee requests payment for the shortfall before the next pay period, the Employer will provide such within three (3) business days of the request. If the error results in the employee being overpaid, the overpayment shall be deducted in accordance with a reasonable schedule proposed by the employer, which schedule shall take into account the circumstances of the employee including whether the employee ought reasonably to have known that overpayment was made.

#### **22.5 NEW CLASSIFICATIONS**

If a new job classification is created within the scope of the bargaining unit, the employer shall advise the Union of such new classification and the rate of pay established. Where the Union challenges the rate established by the employer and the matter is not resolved following any meeting with the Union a Grievance may be filed at Step 2 of the Grievance procedure within ten (10) days following any meeting. If the matter is not resolved in the Grievance Procedure it may be referred to arbitration in accordance with Article 9.9, it being understood that an Arbitration Board shall be limited to establishing an appropriate rate based on the relationship established by comparison with rates for other classifications within the bargaining unit, and shall be retroactive to the date that the Union challenged the rate.

Position descriptions for all positions shall be available to employees and the Union. Newly created Position Descriptions shall be forwarded to the Union as soon as available.

The Union shall be notified of the creation of new positions or the elimination of any existing positions and an opportunity to discuss this will be provided.

#### **22.6 TRANSFER TO A HIGHER CLASSIFICATION**

An employee who is transferred to a higher rated classification within the bargaining unit will be placed in the range of the higher rated classification so that he shall receive the rate in the higher salary range immediately above his current rate.

#### **22.7 TEMPORARY TRANSFER TO A HIGHER POSITION**

Where an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying position in the bargaining unit, he shall be paid the rate in the higher salary range immediately above his current rate for all hours worked in the higher paying position.

#### **22.8 TEMPORARY SUPERVISORY DUTIES**

Where an employee is assigned the responsibility of a supervisor for a full shift or more, she shall be paid seventy-five (.75) cents per hour for such duty in addition to her regular salary. Such premium will not form part of the hourly rate.

#### **22.9 HOURLY EQUIVALENT OF ONE YEAR OF SERVICE**

Part-time employees, including casual employees, shall accumulate service for the purpose of progression on the wage grid, on the basis of one year for each 1725 hours worked.

#### **22.10 PORTABILITY OF SERVICE**

An RPN with recent and related experience may claim consideration for such experience at the time of hire. Verification of previous related experience (letters from previous employers) is required. Such experience will be evaluated during the probationary period. Where such experience is determined to be relevant, the employee shall advance 1 year on the grid for every 1 year of relevant experience upon completion of the employee's probationary period.

#### **22.11 PYRAMIDING**

There shall be no pyramiding of any payments or benefits.

#### **22.12 APPLICATION OF PREMIUMS**

Effective September 29, 2014, the Employer will provide a shift premium of 20 cents per hour for all hours worked on a shift where that shift has the majority of hours between 3:00 p.m. and 7:00 a.m.

No premiums shall form part of the hourly rate.

## 23 TERMINATION AND RENEWAL

- 23.1** This agreement shall be binding and continue in effect and shall continue from year to year unless either party gives written notice to the other party of its desire to bargain for amendments within ninety (90) days prior to the termination date of February 7, 2019. Upon receipt of such notice by one party or the other, both parties will meet thereafter for the purpose of bargaining.
- 23.2** If notice of amendment is given by either party, the other party agrees to meet for the purpose of negotiation within thirty (30) days after the giving of such notice, if requested to do so.
- 23.3** It is understood that in the event the parties agree to amend any term or condition in the Collective Agreement, the parties shall negotiate a Letter of Understanding. The Letter of Understanding shall be subject to ratification by both parties prior to coming into effect.

The signatories to the Letter of Understanding shall be the Administrator of the facility and may include up to two (2) other facility representatives as determined by the Employer, and the President and one (1) designate from the Executive Board and the CUPE National Representative from the Union.

Dated at Hamilton, Ontario this 12 day of June 2018.

**For the Union:**

**For the Employer:**

\_\_\_\_\_  
Vickie Houston, National Representative

\_\_\_\_\_  
Renee Guder, Administrator

\_\_\_\_\_  
Marilyn Castellanos, President Local 7780

\_\_\_\_\_  
Tara Keenan

\_\_\_\_\_  
Jean Pofford

\_\_\_\_\_  
Katerina May

\_\_\_\_\_  
Lisa Saunders



## SCHEDULE A – WAGE RATES

### Hourly Equivalent of One Year of Service

		Current	January 21, 2017	December 23, 2017	February 3, 2018
<b>RPN</b>	Start	25.46	25.82	25.82	26.18
	Anniversary	25.70	26.06	26.06	26.43
<b>RECREATION</b>	Start	20.50	20.79	20.79	21.07
	Anniversary	20.70	20.99	20.99	21.28
<b>PCW</b>	Start	20.18	20.46	20.46	20.75
	Anniversary	20.37	20.66	20.66	20.95
<b>FOOD SERVICES</b>	Start	17.62	17.87	18.37	18.62
	Anniversary	17.79	18.03	18.53	18.79
<b>HOUSEKEEPER</b>	Start	16.35	16.57	17.05	17.29
	Anniversary	16.51	16.74	17.23	17.48

**WORKLOAD REVIEW FORM**

GENERAL INFORMATION	
Name(s) of Employee(s) Reporting	
Department	
Supervisor to whom report is submitted	Date/Time Report Submitted

DETAILS OF OCCURRENCE	
Terrace/Work Area of Occurrence	Date/Time of Occurrence
Provide a concise summary of the occurrence/workload situation:	
Check one:      This is an isolated incident. <input type="checkbox"/> This is an ongoing situation <input type="checkbox"/>	

EMPLOYEE RECOMMENDATIONS
I/WE recommend the following corrective action(s):

SUPERVISOR'S RESPONSE TO ABOVE RECOMMENDATIONS	
Supervisor's Signature:	Date:

DISPOSITION	
I/WE agree with the resolution of my/our concern(s). <input type="checkbox"/>	
I/WE do not agree with the resolution of my/our concerns for the following reason(s): <input type="checkbox"/>	
Employee Signature(s):	Date:

LABOUR MANAGEMENT COMMITTEE REVIEW		
Date Reviewed	Signature of Union Representative	Signature of Management Representative

**LETTER OF UNDERSTANDING (Influenza Vaccinations)**

Between

ST. PETER'S RESIDENCE AT CHEDOKE

And:

CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Influenza Vaccinations

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

- a) Employees shall, subject to the following be required to be vaccinated for, or take anti-viral medication for influenza.
- b) If the full cost of such medication is not covered by some other source, the Employer will pay the cost for the vaccine and will endeavour to offer vaccinations during an employee's working hours. In addition, employees will be provided with information, including risks and side effects, regarding the vaccine.
- c) The Employer recognizes that employees have the right to refuse any required vaccination.
- d) If an employee refuses to take the vaccine and the anti-viral medication required under this provision, she or he may be placed on an unpaid leave of absence during any influenza outbreak in the Residence until such time as the employee is cleared to return to work. If an employee is placed on unpaid leave, she or he can use banked lieu time or vacation credits in order to keep her or his pay whole.
- e) If an employee refuses to take the vaccine and the anti-viral medication because it is medically contra-indicated, and where a medical certificate is provided to this effect, she or he will be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee will be paid. It is further agreed that any such reassignment will not adversely impact the scheduled hours of other employees.
- f) Unless the Employer has reason to doubt that an employee is sick as a result of a vaccination which reason shall be provided to the Union and the employee applies to WSIB, the Employer will not oppose the claim.
- g) This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code.

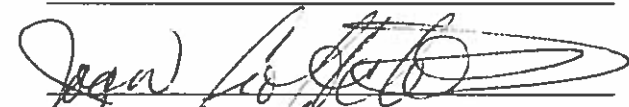
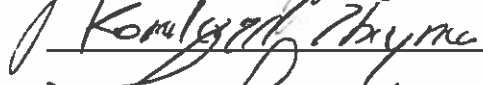

Dated at Hamilton, Ontario this 12 day of June 2013  
For the Union: For the Employer:

\_\_\_\_\_  
Vickie Houston, National Representative

\_\_\_\_\_  
Renee Guder, Administrator

  
\_\_\_\_\_  
Marlene Castillanes, President Local 7780

  
\_\_\_\_\_  
Tara Keenan

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
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**LETTER OF UNDERSTANDING (Staffing)**

Between

ST. PETER'S RESIDENCE AT CHEDOKE

And:

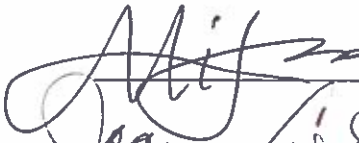
CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Staffing


The parties agree that consistence of staffing is a priority for the Employer and as a result, the parties agree, during the term of this collective agreement and no later than one (1) year from the date of ratification, to discuss, through Labour/Management Committee, opportunities to further promote consistence of staffing.

Dated at Hamilton, Ontario this 12 day of Jul 2018.

**FOR THE UNION:**

  
\_\_\_\_\_  
Jean Fortato  
\_\_\_\_\_  
Kontrol Piyu  
\_\_\_\_\_  
Jini Kaundus  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING  
(Job Posting and Successful Applicants)**

Between

ST. PETER'S RESIDENCE AT CHEDOKE

And:

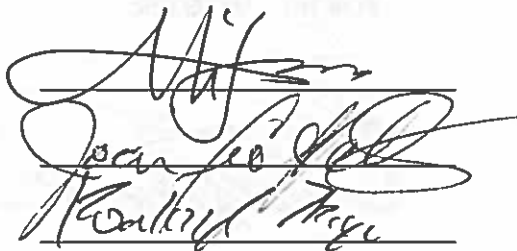
CANADIAN UNION OF PUBLIC EMPLOYEES

Re: Job Posting and Successful Applicants

The parties agree, during the term of this collective agreement and through the Labour/Management Committee to discuss the matter of job posting and successful applicants.

Dated at Hamilton, Ontario this 12 day of June 2018.

**FOR THE UNION:**

  
\_\_\_\_\_

  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**LETTER OF UNDERSTANDING  
(Job Posting Movement)**

Between

ST. PETER'S RESIDENCE AT CHEDOKE

And:

CANADIAN UNION OF PUBLIC EMPLOYEES

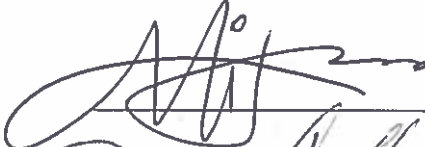
Re: Job Posting Movement

Understanding that consistency of staffing is important to providing quality care. The Parties agree to trial the following:


Employees can exercise the right to apply for new lines, no more than twice per year. This clause should not preclude employees from filling a full-time position (temporary or permanent). In circumstances where a full-time employee is moving rotations, they will also be limited to no more than two changes per year.

Dated at Hamilton, Ontario this 12 day of June 2018.

**FOR THE UNION:**

  
\_\_\_\_\_  
Jean Poffel  
Kopkef 2018  
Lisa Saunders  
\_\_\_\_\_

**FOR THE EMPLOYER:**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## WORK ACCOMMODATION – RETURN TO WORK PLAN

### RATIONALE:

In accordance with legislative requirements, St. Peter's Residence will make reasonable efforts to accommodate employees who become disabled as the result of an occupational or non-occupational injury or illness.

### POLICY STATEMENT:

All claims for work accommodation must be reviewed by Residence manager responsible for return to work coordination (RTW coordinator) and must be supported by a Functional Abilities form completed by the treating physician.

Permanent accommodation must be supported by documentation from a relevant medical specialist.

All work accommodation is governed by the principle that the worker must be capable of performing the available work safely without risk of re-injury or exacerbation of disability or be a safety risk to themselves or others. Hours of work are dependent on availability of suitable work.

Work accommodation is considered to be a collaborative effort between the employer, the worker and the relevant employee representative, if applicable.

If for any reason the worker is unable to comply with the work tasks or schedule they must notify the RTW coordinator. For off shifts the worker will be required to notify the Nurse in Charge (NIC) who will, if they are unable to assign alternate duties, consult with the Administrator on Call (AOC).

Any work accommodation required for a non-occupational injury resulting from a motor vehicle accident (MVA) or similarly privately insured event will be coordinated in conjunction with the worker's insurance carrier. Cost for medical or physical assessments is the responsibility of the insurance carrier as well as all costs related to salary while the worker participates in a Temporary Transitional Work Program. Any skill training or educational program required for a permanent accommodation is the responsibility of the insurance carrier.

### PROCESS:

All Work Accommodation will be arranged within one of the following Programs

Temporary Transitional Work Program:

The goal of this Program is to return the worker to the essential duties of their pre-injury/illness job.

This Program is offered to an employee who has sustained injury or illness that has been reviewed by the Residence and determined to have documented medical restrictions that can be accommodated on a temporary basis.

The usual duration of this Program will be a maximum of 8 weeks. An extension may be granted if the worker is able to provide additional objective medical information acceptable to the Residence.

It is expected that there will be a simultaneous graduated progression of both hours and duties.

Payment for hours worked under this program will be per the collective agreement and coded to the Residence's Transitional Work Budget. Exception: private insurance carrier, e.g. motor vehicle accidents or similarly third party insured event.

The Transitional Work Program will be determined on a case-by-case basis. Restrictions will be reviewed to determine the most suitable modified work.

Regular monitoring of the Program will occur. If there is no improvement or lack of compliance with the Program, the Program will be suspended pending review by the Residence and discussion with relevant workplace parties.

**Permanent Work Accommodation Program:**

This Program is offered to an employee who has sustained injury or illness that has been assessed by the Residence and determined by a medical specialist to be permanent in nature.

When permanent accommodation is required the following process will occur:

- Determine if the employee can perform his/her pre-illness/injury job in a modified or rebundled form;
- If the employee cannot, then determine if any other job is available and suitable

The Residence will review the need for ongoing permanent accommodation if a change in circumstance occurs. Updated medical may be requested.

**In either program responsibilities are as follows:**

**The worker is responsible for:**

Ensuring that the required and/or requested Functional Ability Forms and medical information is completed and returned in a timely manner<sup>1</sup>, to the Residence.

Informing their immediate supervisor (or nurse in charge, on the off shifts), if they experience any new incident, increase in discomfort, inability to perform any identified job task or any absence from the scheduled shift for whatever reason.

Participating in the development of their Return to Work plan and prescribed treatment. They are responsible for making themselves available for accommodation as soon as they are physically able to perform available work tasks.

Scheduling doctor's appointments and therapy prior to or after their scheduled modified shifts.

**The Supervisor is responsible for:**

Participating in the Work Accommodation process by identifying suitable tasks, attending scheduled meetings and monitoring the worker's progress and compliance with accommodated tasks. The RN and/or relevant staff (Nurse in Charge & Administrator on Call) member in charge is to be made aware of all restrictions and the modified work plan.

**The Residence RTW coordinator, or delegate, is responsible for:**

Providing follow up and monitoring of all occupational and non-occupational absences as per the timelines identified by WSIB or the Residence's Attendance Management Program.

Issuing the appropriate Functional Abilities Forms and/or Personal Physician Statements to a worker who may require work accommodation due to injury or illness.

Leading Work Accommodation Meetings.

Communicating with the worker and their health care provider to ensure a safe return to work.

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<sup>1</sup> Same day if possible, within one week otherwise.



Arranging independent medical assessments or functional abilities assessments as required or determined by the workplace parties.

Ensuring that there is appropriate assessment and required documentation to support permanent restrictions.

Ensuring coding of hours for paid work under the respective program.

Communicating with all workplace parties to ensure Program criteria are met and to ensure all available work is suitable within the information provided on the Functional Abilities Form.

Ensuring ongoing communication and provision of progress reports and salary information to the WSIB.

Facilitating communication with the insurance carrier if required.

Liaising with the worker's supervisor and Human Resources to determine available suitable work if a permanent accommodation is required.

**FORMS REQUIRED:**

***Functional Abilities Forms, Occupational or Non-Occupational  
Consent for Release of Functional Abilities Information  
Consent for Release of Medical Information  
Attending Physician's Statement  
Work Accommodation – Return to Work Plan***

Letter of Understanding

Between

CUPE Local 7780

And

St. Peter's Residence @ Chedoke

Re: Article 12.3.5 – Temporary Vacancies

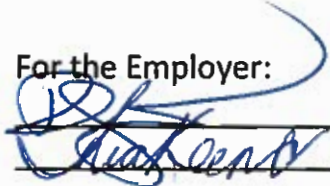
The Parties agree that an error was made in Article 12.3.5 and the following Article will be amended to read :

**An employee filling a temporary vacancy shall not bid any other temporary posting until the end of his/her temporary position.**

- a.) Temporary vacancies expected to exceed sixty (60) days shall follow the posting procedure set out in Article 12.1.1. In the event there are no successful internal applicants, a temporary employee maybe hired on a specific term that will not exceed fourteen (14) months. The release or discharge of such persons shall not be the subject of a grievance or arbitration. Prior to any extension of a specific term, the extension will be discussed with the union.
- b.) No employee shall be precluded from applying for a permanent or full time position while filling a temporary position.

Signed this 26<sup>th</sup> day of April 2018.

For the Employer:



For the Union:

