

COLLECTIVE AGREEMENT

BETWEEN:

THE MILLWOOD

- AND -

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 1 CANADA**

EFFECTIVE: JANUARY 1, **2020**

EXPIRY: DECEMBER 31, **2021**

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ARTICLE 1 - PURPOSE

- 1.01 Whereas it is the desire of both parties to this Agreement;
- (a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions.
 - (c) To encourage efficiency in operation.
 - (d) To promote the morale, well being and security of all the Employees in the bargaining unit of the Union.
 - (e) It is the desire of the parties to provide compassionate care for the residents to meet their physical and emotional needs in a safe, comfortable environment, treating them and their families with the respect and dignity they deserve.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the bargaining agent for all purposes of the Labour Relations Act of Ontario for all employees of the Employer at its residence located at 921 Millwood in the City of Toronto, save and except supervisors, persons above the rank of supervisor, Activity Director, Director of Care Cook/Supervisor, office and clerical staff, and students employed during the summer school vacation period.
- 2.02 Except in conformance with past practice and policy, supervisors excluded from the bargaining unit shall not perform duties normally performed by the employees in the bargaining unit which shall directly cause or result in layoff or reduction of hours of work of bargaining unit employees.
- 2.03 In this Agreement words using a gender pronoun include all gender pronouns; the singular includes the plural and the plural singular, where the context so applies.**

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Employer. The Employer has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:

- (a) To maintain order and efficiency.
- (b) To hire, promote, transfer, suspend and re-hire Employees and to discipline or discharge any Employee for just cause provided that a claim by an Employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary Employee shall be at the sole discretion of the Employer.
- (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of the guests in the Facility, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its Employees and to alter such rules and regulations provided that such rules and regulations shall not be inconsistent with the provisions of this Agreement. It is agreed that prior to altering any present rules and regulations or making new rules and regulations, the said new rules and regulations shall first be approved and signed by the Employer, after which they shall be discussed in detail with the Union Committee and opportunity afforded to the said Committee to make representations. Such rules will be made available to all Employees and to the Union.
- (d) To determine the number of Employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Employer except as specifically limited by the express provision of this Agreement.

ARTICLE 4 - DEFINITIONS

- 4.01 A part time employee is defined as an employee who regularly works less than twenty (20) hours per week. A full time employee is defined as an employee who works twenty (20) hours per week or more.
- 4.02
 - (a) The term "Employee" when used in this Agreement shall mean a person employed by the Employer within the bargaining unit described in Article 2 of this Agreement.
 - (b) The term "probationary Employee" when used in this Agreement shall mean an Employee who has not acquired seniority as provided for in this Agreement.
 - (c) The term "unscheduled part-time" when used in this Agreement shall mean an Employee who has no regularly scheduled hours and works on an as needed basis.

- 4.03 The terms “regular pay” and “straight pay” when used in this Agreement, shall mean the amounts indicated in the wage classification contained in Schedule “A”.
- 4.04 There shall be no pyramiding of payments or benefits.
- 4.05 Where the hours of work are averaged over a two (2) week period that two (2) week period will be the same two (2) weeks as the pay period.
- 4.06 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.
- 4.07 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. Union representative shall mean and include Business Agent, International Representative, etc.

ARTICLE 5 - UNION SECURITY

- 5.01 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced upon any employee because of membership in the Union.
- 5.02 (a) All Employees who are in the employ of the Employer at the signing date of this Agreement and all new Employees who enter the employ of the Employer after the Agreement has been signed, shall as a condition of employment, sign a union membership card and be subject to a one time Initiation fee/Union Administration fee (for newly hired employees) and regular monthly Union dues to be deducted from their wages and remitted to the Union.
- (b) The Employer shall, when remitting such dues, name the employees, note any employees currently on leave, and provide employee numbers from whose pay deductions have been made.
- (c) The Employer will supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

The Employer agrees to forward a list of dues deductions in an electronic format designed by the Union showing the names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leave of absence and return from leave of absence, hourly rate, hours worked, and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.

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

5.03 Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last of the same month in which the deductions are made, where practicable.

5.04 (a) The Union and its members shall hold the Employer harmless with respect to any liability which the Employer might incur as a result of deductions and remittances.

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

5.05 Interview Period

It is mutually agreed that a Union representative shall be given the opportunity of interviewing each new employee for fifteen (15) minutes once between the end of the orientation period and the completion of probation for the purpose of informing such employee of the existence of the Union in the Residence, and presenting such employee with a copy of the Collective Agreement.

5.06 Employment of Disabled Workers

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

ARTICLE 6 - NO STRIKES AND LOCKOUTS

6.01 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 term of this Agreement, there will be no strikes, slowdown, or stoppage of work, and the Employer agrees that there will be no lockout. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act, as amended.

ARTICLE 7 - UNION REPRESENTATION AND COMMITTEES

7.01 Negotiating Committee

(a) It is mutually agreed that where negotiations are conducted on a joint basis in the Province of Ontario, the Union will elect or otherwise select a Negotiating Committee consisting of one (1) representative from each home.

- (b) If negotiations are carried on individually, it is agreed that the Union will elect or otherwise select a Negotiating Committee consisting of two (2) Employees, one (1) of which shall be the Chief Steward.
- (c) All members of the Committee shall be regular Employees of the Employer who have completed their probationary period.
- (d) The Home members of the Committee will be paid by the Employer for time used during normally scheduled working hours in negotiation of this Agreement or its successor including all conciliation proceedings but excluding any Arbitration proceedings.

7.02 Steward Committee

The Employer acknowledges the rights of the Union to appoint or otherwise select a **Steward** Committee which shall be composed of no more than **four (4)** Stewards. The name of each of the Stewards time to time selected, shall be given to the Employer in writing and the Employer shall not be required to recognize any such Steward until it has been so notified.

7.03 A Steward may only leave her work to attend to necessary Union business when all of the following conditions are met:

- (a) Such business must be between the Employer and the Union and must arise out of the Collective Agreement. Employees having grievances may discuss these with the Steward during working hours with the permission of their supervisor in an approved location.
- (b) The Steward must obtain the permission of the Supervisor before leaving her work and shall report to the Supervisor upon her return to work. Time spent dealing with grievances shall not adversely affect the effective and efficient operation of the residence or services provided to the Residents or guests of the Residence.
- (c) The time granted shall be devoted to the prompt handling of grievances. The Steward shall only be paid for regularly scheduled time lost when it is necessary to process grievances up to and including the second stage of the grievance procedure.

7.04 Labour/Management Committee

An equal number of Union and Management Employees shall meet as required at a time that does not unduly affect the effectiveness and efficient operation of the Residence. The Employer will pay Union members for any regular scheduled time lost at their regular rate of pay when meeting with the Employer.

Requests for a meeting will be made in writing at least one week prior to the proposed date and accompanied by a proposed agenda. Issues that may be

grieved or negotiated shall not be discussed at the meeting unless otherwise agreed. The Employer or Union may invite staff or corporate representatives.

- 7.05 The Union and the Employees will not hold meetings at any time on the premises without the permission of the **Executive Director** or her designate. Such permission shall not be unreasonably withheld. Meetings, if granted, shall not interfere with the effective and efficient operations of the Residence and shall not interrupt or diminish the homelike atmosphere of the Residence. Only those Employees not on duty shall attend the meeting and the Union will notify the **Executive Director** of any visitors attending the meeting.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 A Grievance under this Agreement shall be defined as any difference or dispute between the Employer and any Employee relating to the interpretation, application or administration of this Agreement, including any questions as to whether the matter is arbitrable, and an allegation that this Agreement has been violated. All complaints and grievances shall be taken up the following manner:

Step No. 1

An Employee having a question or complaint shall refer it to his immediate supervisor within eight (8) working days of the actual occurrence leading to the question or complaint. The supervisor shall reply to the Employee giving the answer to the complaint or question within four (4) working days from date of submission.

Step No. 2

If further action is then to be taken, then within five (5) working days after the decision is given in Step No. 1, the Employee, who may request the assistance of his or her Steward, shall submit the grievance in writing to the **Executive Director**. A meeting will then be held between the **Executive Director** or his designated representative and the Employee. It is understood that, at such a meeting the **Executive Director** or his designated representative may have such counsel and assistance as he may desire, and that the Employee may have his Steward, and that the SEIU Union Representative or an International Representative of the Union may also be present at the request of either the Employee or the Employer. The decision of the **Executive Director** or his designated representative shall be given in writing within five (5) working days following the meeting.

Step No. 3

Should the **Executive Director** fail to render his decision as required in Step No. 2, or failing settlement of any grievance under the foregoing procedure arising from the interpretation, application, administration or alleged violation of this

Agreement, including any question as to whether a matter is arbitrable, the grievance may be referred to Arbitration by either the Employer or the Union. If no written request for Arbitration is received within five (5) working days after the decision under Step No. 2 is given, or within ten (10) working days following the meeting under Step No. 2 of the grievance procedure, the grievance shall be deemed to have been abandoned and the same grievance shall not be the subject matter of a further grievance.

8.02 Any of the time allowances above may be extended by mutual agreement of the parties.

8.03 In determining the time within which any action is to be taken or completed under the terms of this Agreement, such time limits shall be exclusive of Saturdays, Sundays and paid holidays.

8.04 An Employee subject to disciplinary action which is to be recorded in the Employee's personnel file shall have the right, to the presence of the Union Steward. In extraordinary circumstances when a Union Steward is entirely unavailable, the Employee shall have the right to the presence of a Union Committee member or a member representative of the Employee's choice who is working on the current shift; however, an Employee may elect to forgo this representation if she so chooses.

8.05 Discharge Grievance

(a) In the event of an Employee who has completed his probationary period being discharged from employment the case may be taken up as a grievance.

(b) All such cases shall be taken up within four (4) days and disposed of within seven (7) days (or such longer period as may be mutually agreed upon) of the date the Employee is notified of his discharge, except where a case is taken to Arbitration. Such a claim by an Employee who has completed his probationary period shall be treated as a grievance if a written statement of such grievance is lodged with the **Executive Director** within four (4) days after the Employee is notified of his discharge or within four (4) days after the Employee ceases to work for the Employer, whichever is the earlier. All steps of the grievance procedure to Step Number 2 may be omitted in such cases.

(c) Such special grievances may be settled by confirming the Employer's action in dismissing the Employee, or by reinstating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties or the Board of Arbitration, as the case may be.

8.06 Employer's Grievance

The Employer may institute a grievance consisting of an allegation of a general misinterpretation or violation of this Agreement (by the Union or any Employee covered by this Agreement) in writing, at Step Number 2 of the grievance procedure by forwarding a written statement of said grievance to the Business Agent of the Local Union, providing it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred; the Union Representative of the Local Union shall give his decision in writing five (5) working days after receiving the written grievance and failing settlement, the grievance may be referred to Arbitration by the Employer in accordance with Step Number 3 of the grievance procedure.

8.07 Union Policy Grievance

The Union may institute a grievance consisting of an allegation of a general misinterpretation or a violation by the Employer of this Agreement in writing at Step No. 2 of the grievance procedure, providing that it is presented within ten (10) working days after the circumstances giving rise to the grievance have originated or occurred. However, it is expressly understood that the provisions of this clause may not be used to institute a grievance directly affecting an Employee or Employees that such Employee or Employees could themselves initiate and the regular grievance procedure shall not be thereby bypassed.

8.08 Group Grievance

Where a number of Employees have similar grievances and each Employee would be entitled to grieve separately, they may present a group grievance identifying each Employee who is grieving to the Department Head or his/her designate within seven (7) days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the Employees. The grievance shall then be treated as being initiated at Step Number 2 and the applicable provisions of this Article shall then apply with respect to the processing of such grievance.

8.09 Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to grievance Mediation at any time within ten (10) days after the Employer's decision has been rendered at the step prior to arbitration. Where the matter is so referred, the mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance mediation will commence within twenty-one days of the grievance being submitted to mediation, or longer period as agreed by the parties.

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

8.10 Arbitration

- (a) When either party requests that a grievance be submitted to Arbitration, the request shall be in writing addressed to the other party to this Agreement and shall contain the name of the first party's nominee to the Board of Arbitration. The recipient of the notice shall, within ten (10) days thereafter designate its nominee to the Board of Arbitration. The two (2) so nominated shall endeavour, within ten (10) days after the appointment of the second of them, to agree upon a third person to act as Chair of the Board of Arbitration.

If the nominees are unable to agree upon a third person as Chair within ten (10) days after the appointment of the second one of them, then either party may:

request the Ministry of Labour for the Province of Ontario to appoint the third member as Chair of the Board of Arbitration.

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

- (b) No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the particular grievance concerned.
- (c) Each of the parties shall pay its own expenses including pay for witnesses and the expenses of its own nominee and one-half (1/2) of the expenses and fees of the Chair.
- (d) The Board of Arbitration shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement to the facts of the grievance(s) involved. Only grievances arising from the interpretation, application, administration or alleged violation of this Agreement including a question as to whether a matter is arbitrable shall be arbitrable.
- (e) The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it. The decision of the majority of the members of the Board of Arbitration shall be the decision of the Board, but if there is no majority, the decision of the Chair shall govern.
- (f) All agreements reached under the grievance and Arbitration procedures between the Employer and its representatives and the Union and its representatives will be final and binding upon the Employer, the Union and the Employee(s) involved.
- (g) Any grievance involving the interpretation or application, administration or alleged violation of this Agreement which has been disposed of hereunder, shall not be made the subject of another grievance. No costs of any Arbitration shall be awarded to or against any party.
- (h) At any stage of the grievance procedure, including Arbitration, the parties may have the assistance of the Employee (or Employees) concerned as a witness, and all reasonable arrangements will be made to permit the conferring parties or the Board of Arbitration to have access to any part of the retirement home to view any working conditions which may be relevant to the settlement of the grievance, at a reasonable time and so as not to interfere with the function of the retirement home.

8.11 Sole Arbitrator

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

days of the notice referring the matter to Arbitration, the matter shall be determined by a Sole Arbitrator and, failing such agreement, the regular Arbitration procedure shall apply.

ARTICLE 9 - SENIORITY

9.01 Effect of Absence

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

- (a) It is understood that during an approved absence not paid by the Employer not exceeding thirty (30) continuous days or any approved absence paid by the Home, both seniority and service will accrue.
- (b) During an absence not paid by the Employer exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended. In addition, the Employee will become responsible for full payment of subsidized Employee benefits in which he/she is participating for the period of the absence.
- (c) It is further understood that during such leave of absence not paid by the Employer, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue for a period of twenty-four (24) months if an Employee's absence is due to a disability resulting in workplace injury benefits, whichever is applicable.
- (d) **Benefits – Private Occupational Injury Coverage Paid Leave**

Where an employee is absent due to illness or injury which is compensable by Private Occupational Injury Coverage, the following shall apply:

- (i) The Employer shall continue to pay its share of any and all health and welfare benefits for the month in which the absence commences and for the following two (2) months;
- (ii) Subsequent to the period referred to in (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence;
- (iii) An employee will not be eligible for paid holidays, sick leave, uniform allowance, or any other benefits of this Agreement, except

where specified otherwise, during any absence covered by Private Occupational Injury Coverage;

- (iv) Provided that an employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on Private Occupational Injury Coverage shall be considered as time worked for the purpose of calculating the current year's vacation entitlement under the terms of the Agreement.
- (v) The injured employee shall have a period of thirty (30) months from the date of the injury within which he shall preserve the seniority which he has accrued up to the time of the accident and within which he shall have the right to return to work upon the recommendation of the Private Occupational Injury Coverage or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform his normal job.

If an employee returns to work within the thirty (30) months period mentioned in above, he shall be returned to his former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued to the date of injury. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which he is returning.)

- (vi) If, on the recommendation of the Private Occupational Injury Coverage or the attending physician the employee is capable only of performing work of a different kind, or of a lighter nature, and such work is available within the lodge, in a classification which is covered by this Agreement, then the returning employee may exercise his seniority by bumping into the job, at the applicable salary level, displacing the employee with the least seniority in the classification.
 - (vii) The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence Private Occupational Injury Coverage if the employee continues their contribution towards said benefits. It is understood that the obligation of the Employer, to pay the aforesaid benefits while on Private Occupational Injury Coverage shall continue for up to twenty-four (24) months following the date of the injury.
- (e) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.

- (f) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

9.02 Probationary Period

A new Employee shall be known as a probationary Employee until she has completed four-hundred and fifty (450) working hours. Upon completion of the probationary period, seniority for all hours worked will be credited towards the Employee's overall seniority. The Employer may extend the probationary period of an Employee, for reasonable cause, for a period of twenty (20) days with mutual agreement from the Union.

9.03 Seniority Lists

- (a) The Employer shall supply the Union Office and the Chief Steward with seniority lists in January and July of each year, showing Employees' names alphabetically, classification, and their seniority starting dates.
- (b) Should there be a tie of date of hire of two (2) or more full time Employees, the tiebreaker used shall be a lottery.
- (c) When compiling a seniority list in January and July of each year, the Employer shall calculate seniority for full-time Employees based on date of hire and part-time Employees based on hours worked.
- (d) If an Employee does not challenge the position of his name on the seniority list within thirty (30) calendar days from the date of posting the list or within thirty (30) days of returning from any leave of absence, he/she shall be deemed to have the proper seniority standing.

9.04 Loss of Seniority

Seniority shall terminate and Employee shall cease to be employed by the Employer when she:

- (a) voluntarily quits or retires her employment;
- (b) Is absent from work more than twenty-four (24) months by reason of illness or other physical disability and there is not reasonable likelihood the Employee will return to work within the near future;
- (c) is discharged and is not reinstated through the grievance or arbitration procedure;

- (d) is absent from work in excess of three (3) scheduled working days without reasonable cause or without notifying the Employer of her intended absence;
- (e) is off the payroll for a continuous period of twenty-four (24) months except while on layoff;
- (f) fails to notify the Employer of her intention to return to work within three (3) days of being notified of recall by registered mail or fails to return to work within ten (10) working days after being notified of recall;
- (g) fails to maintain current contact information and the Employer is unable to reach them by normal means for a period of three (3) months;
- (h) fails to return to work upon the termination of an authorized leave of absence unless a reasonable explanation is given acceptable to the Employer;
- (i) accepts gainful employment with any other Employer while on an approved leave of absence without first obtaining the consent of the Employer in writing;
- (j) if an “unscheduled part-time” Employee refuses to pick up or give availability for a period of three (3) months;
- (k) If an “unscheduled part-time” Employee is unavailable to work at least one (1) weekend shift a month.

9.05 Job Transfers

(a) Transfers to Lower Rated Classification

If an employee is transferred to a lower rated classification, the employee shall receive in the new classification the next rate below the employee’s present wage rate and shall progress within the scale for such lower rated classification according to the length of service within such lower rated classification subsequent to the date of the transfer; provided, that if the employee is at the maximum level in the present classification the employee shall receive not less than the maximum level of the lower rated classification.

(b) Transfers to Higher Rated Classification

If an employee is transferred to a higher rated classification, the employee shall receive in the new classification then next rate above the employee’s present rate and shall progress within the scale for such higher rated classification according to the length of service within such higher rated classification subsequent to the date of the transfer.

(c) Transfers from a Full-time to a Part-time Position

When an employee permanently transfers from a full-time position to a part-time position, they will be credited with their seniority accumulated to date and all of the provisions in the Collective Agreement will apply.

(d) Transfers from a Part-time to a Full-time Position

When an employee permanently transfers from a part-time position to a full-time position, they will be credited with their seniority accumulated to date and all of the provisions in the Collective Agreement will apply.

9.06 The Employer will endeavour to notify the Employee when his or her benefits will cease.

ARTICLE 10 - LAYOFF AND RECALL PROCEDURE

10.01 In the event of a proposed layoff of a permanent or long-term nature, the Home will endeavour to provide the Union with at least thirty (30) days' notice. This notice is not in addition to required notice for individual Employees.

In the event of a layoff of a permanent or long-term nature, the Home will provide affected Employees with notice in accordance with the Employment Standards Act.

However, the Employment Standards will be deemed to be amended to provide notice to the affected Employee as follows:

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

10.02 Lay-Off Procedure

(a) In the event of lay-off, the Employer shall first lay-off Employees in the reverse order of their seniority within their classification, provided that there remain on the job Employees who have the skills to perform the work.

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

- (i) accept the lay-off or;
- (ii) first bump an Employee with the less bargaining unit seniority and who has scheduled hours equal to or less than the Employee laid off and is in a lower or identical paying classification for which they

are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.

- (iii) Chain bumping will be allowed with the understanding that an Employee subject to layoff, who chooses to bump, must bump the Employee with the less seniority who has scheduled hours equal to or less than the Employee laid off.

Consistent with the opportunity to chain bump, all Employees who are potentially impacted will be given notice of lay off at the outset of the process.

- (iv) It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.
- (v) In the event that there are no employees in the bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee will have the right to displace an employee with less seniority, who has scheduled hours equal to or less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within **ten percent** (10%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (vi) The decision of the Employee is subject to choose (i) or (ii) above and shall be given in writing to the **Executive Director** within three (3) days following the notification of lay-off. Employees failing to do so will be deemed to have accepted the lay-off.

10.03 Recall Rights

- (a) An Employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the skills to perform the work.

In determining the skills of an Employee to perform the work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.

- (b) An Employee recalled to work in a different classification from which she was laid off shall have the privilege of returning to the position she held prior to the lay-off should it become vacant within six (6) months of being recalled.

- (c) No new Employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the Employee who has been laid off to notify the Employer of his intention to return to work within three (3) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do so by registered mail or courier, addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second day following the date of mailing) and return to work within ten (10) working days after being notified.

The notification shall state the job to which the Employee is eligible to be recalled and the date and time at which the Employee shall report for work. The Employee is solely responsible for his proper address being on record with the Employer.

- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An Employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off Employee shall retain the rights of recall for a period of thirty-six (36) months.
- (g) The job posting procedure as set out in the Collective Agreement will continue to apply. Employees with seniority who are laid off will be mailed a copy of job postings to their last known address.

10.04 Benefits on Lay-Off

The employer will endeavour to notify the employee when his/her benefits will cease.

10.05 It is understood and agreed that if a full-time Employee bumps a part-time Employee as part of the above-noted procedure, the full-time Employee is accepting the part-time position only. For these purposes, **one (1) year full-time seniority = one thousand nine hundred twenty (1,920) hours part-time seniority.**

10.06 Severance pay will be in accordance with the provisions of the Employment Standards Act.

ARTICLE 11 - JOB POSTING

11.01 All permanent vacancies or newly created classifications within the bargaining unit determined by the Employer to be filled shall be posted for ten (10) days at one location in the Residence during which time Employees may apply for the said position in writing on a form supplied by the Employer.

The Employer agrees to provide the Chief Steward with a copy of each job posting and the name of the successful applicant. The parties agree that an administrative oversight in this regard does not void the job posting.

11.02 All subsequent postings resulting from the initial job competition shall be posted for a period of three (3) days.

11.03 Any notice pursuant to vacancies or newly created classifications shall contain the following information:

- Classifications,
- qualifications,
- number of hours,
- pay as per Collective Agreement.

11.04 Until the vacancy is filled as per the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as they see fit.

11.05 If no application is received from an Employee of the Residence within ten (10) days of the job posting, or if no Employee qualifies within the trial period as set forth in Article 11.07, for the vacancy, then the Employer may hire an Employee from outside the bargaining unit.

11.06 Staff changes, transfers or promotions within the bargaining unit shall be based upon the following factors:

- (a) Seniority;
- (b) Skill, qualifications and ability.

Where these factors are equal, the applicant with the greatest seniority shall fill the vacancy.

11.07 The successful applicant shall be placed on trial for a period of three hundred and thirty-seven and one-half (337½) working hours. Conditional on satisfactory performance, any promotion or transfer made in accordance with this Article, shall become permanent after the period of three hundred and thirty-seven and one-half (337½) working hours. In the event the applicant proves unsatisfactory in the position during the aforementioned period, she shall be returned to her former position without loss of seniority. Any other Employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

The above provisions shall also apply in the event of a transfer to a position outside the bargaining unit. It is understood however, that no Employee shall be transferred to a position outside the bargaining unit without her consent.

11.08 When an Employee transfers from full-time to part-time seniority in terms of days and years accumulated to full-time status shall be transferred to part-time status and converted to seniority in terms of one (1) year equals 1,920 hours **worked**.

11.09 Temporary Vacancies

Any temporary vacancy with an anticipated duration of six (6) weeks or more will be posted. Employees shall be given the first opportunity to fill temporary vacancies subject to Article 11.06. The Employer will outline to the Employee selected to fill the vacancy the anticipated conditions and duration of such vacancy.

An Employee returning from leave of absence shall have the right to return to her former position. In instances where an Employee returns to work prior to estimated date of return the Employer shall not be liable for payments to the resulting displaced Employee(s). In the event that a part-time Employee is the successful applicant, the part-time Employee shall retain his/her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate. The Employer shall distribute vacant shifts during vacancies which are expected to last less than six (6) weeks as equitably as possible.

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

11.10 Permanent Transfers

(a) If an Employee is transferred or reclassified to a higher rated job group, he shall receive the rate immediately above the rate of his prior job in the salary range of the job to which he is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.

(b) If an Employee is transferred to a lower job group due to a reduction in staff, inability to perform his work as required, at the Employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the Employee will receive the corresponding rate for the job group to which he was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

(c) Subject to (a) and (b) above, a part-time Employee, changing his/her status to that of a full-time Employee, covered by this full-time Agreement,

shall retain his/her corporate seniority and his/her classification seniority. Upon entering into a full-time status, he/she shall suffer no loss of basic wage rate, nor loss of any benefits in which the Employee may be enrolled, and then will progress in seniority and the wage rate will increase in the same manner as other full-time Employees covered by the full-time Agreement.

ARTICLE 12 - NO CONTRACTING OUT

- 12.01 The Home shall not contract out any work usually performed by members of the bargaining unit, if as a result of such contracting-out, a lay-off any employees other than casual part-time employees results from such contracting-out.

Contracting out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this agreement.

- 12.02 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit which shall directly cause or result in lay-off or reduction in hours of work of an employee in the bargaining unit.

So long as a full-time position exists, there will be no splitting of that position into two or more part-time positions without the agreement of the Union.

In the event the Employer plans to change a full-time position to a part-time position, it will advise the Union and discuss its plans with them.

ARTICLE 13 - WORK OF THE BARGAINING UNIT

- 13.01 Persons excluded from the bargaining unit shall not perform duties normally performed by Employees in the bargaining unit which shall directly cause or result in the lay-off or reduction in hours of work of an Employee in the bargaining unit.

- 13.02 In the event the Employer plans to change a vacant full-time position to a part-time position, it will advise the Union and discuss its plans with them.

- 13.03 Full-time/Part-time Ratio

So long as a full-time position exists there will be no splitting of that position into two or more part-time positions without the agreement of the Union, such agreement not to be unreasonably withheld.

ARTICLE 14 - CORRESPONDENCE

- 14.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the **Executive Director** or his/her designate and the staff representative of the Union or his/her designate.
- 14.02 The cost of printing the Collective Agreement will be shared equally by the Union and the Employer.

ARTICLE 15 - LEAVES OF ABSENCE

- 15.01 The Employer may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that he receives at least one month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Residence. Applicants when applying must indicate the date of departure and specify the date of return. If a leave of absence is granted, the Employee shall be advised in writing.

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

15.02 Pregnancy and Parental Leave

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

15.03 Pregnancy Leave

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

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

- (b) The Employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (c) The Employee shall give at least two (2) weeks' notice of her intention to return to work. The Employee may, with the consent of the Employer,

shorten the duration of the leave of absence requested under this Article upon giving the Employer two (2) weeks' notice of her intention to do so, and furnishing the Employer with a certificate of a legally qualified medical practitioner stating that she is able to resume her work.

Additional leave of absence may be taken under Article 15.11, Parental Leave.

15.04 An Employee who does not apply for leave of absence under Article 15.03 a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 15.03 a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.

15.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the Employee gives the Employer written notice that the Employee does not intend to pay the Employee contributions.

15.06 An Employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall so advise the Employer when she requests the leave of absence. If a full-time Employee returns to work at the expiry of the normal pregnancy or parental leave, and the Employee's former permanent position still exists, the Employee will be returned to her former job, and former shift, if designated.

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

15.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the Employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and in the absence of such a system or practice shall reinstate the Employee in accordance with the provisions of Article 15.06.

15.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.

15.09 Credits for service for the purpose of salary increments, vacations, or any other benefit included and prescribed under the Employment Standards Act shall continue and seniority shall accumulate during the leave.

15.10 Upon expiry of seventeen (17) weeks pregnancy leave, an Employee may immediately commence parental leave, as provided under Article 15.11 of this Agreement. The Employee shall give the Employer at least two (2) weeks' notice, in writing that she intends to take parental leave.

15.11 Parental Leave

- (a) An Employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the Employee, shall be entitled to parental leave.
- (b) A "parent" includes: the natural mother or father of the child **including LGBTQ+ parents**; a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as his or her own.
- (c) Parental leave must begin no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For Employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the Employee also took pregnancy leave and thirty-seven (37) weeks in duration if she did not.
- (d) The Employee shall give the Employer two (2) weeks written notice of the date the leave is to begin.

An Employee may end her parental leave as set out in paragraph (c) above (or earlier) by giving the Employer written notice at least four (4) weeks before the last day of the leave.

- (e) For the purposes of parental leave under Article 15.11 Parental Leave, the provisions under 15.02, 15.05, 15.06, 15.07, 15.08, 15.09 and 15.10 shall also apply.

15.12 Union Leave

- (a) The Employer may grant a leave of absence if the Union requests it in writing from the Employer provided the request is received within twenty-one (21) days whenever possible and the granting of the leave does not interfere with the effective and efficient operation of the Residence.
- (b) The Employer shall grant leaves of absence to Employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that, in making request for leave of absence, that it not unduly affect the proper operations of the Residence.

- (c) Employees on such leave of absence will be paid by the Employer, who will be reimbursed by the Union for the amount paid to the Employees. The amount shall include any costs associated with the Employee's employment.

15.13 Bereavement Leave

Employees will be granted time off with pay as follows:

- (a) When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) consecutive days off work without loss of pay. When a death of an employee's spouse (to include same sex partner), child **or step-child** occurs, the employee shall be granted five (5) consecutive days off work without loss of pay.
- (b) Immediate family shall be defined as parent, **step-parent**, grandparent, brother, sister, mother in law, father in law, son in law, daughter in law, grandchild.
- (c) The leaves described in paragraphs 15.13(a) and 15.13(b) shall commence on the date of death or the day following the date of death, as appropriate in the circumstances. Pay for days of absence is limited to actual days missed from work as per the employee's scheduled working days.
- (d) Granting time off for funerals only, for others not listed above shall be at the supervisor's discretion.
- (e) An employee will not be eligible to receive payment under the terms of bereavement leave for any period in which she is receiving payments for holiday or vacation pay.
- (f) Where it is necessary because of distance, the employee may be provided additional unpaid leave.
- (g) In the event of a delayed internment, an employee may save one of the days identified above without loss of pay to attend the internment.

15.14 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 Home, the Employee shall not lose regular pay because of such attendance, provided that the Employee:

- (a) notifies the Home immediately on the Employee's notification that he will be required to attend at court;

- (b) presents proof of service requiring the Employee's attendance; and
- (c) deposits with the Home the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.

15.15 Educational Leave

- (a) It is understood and agreed that where such leave of absence for attendance at union schools and conventions is granted, the Employer will continue to pay the employee(s) for the period of such leave and then submit an account to the Union for the employee(s) wages and benefits.
- (b) The employer may grant a leave of absence with or without pay for employees for the purposes of upgrading their skills or to enrol in an educational course. Where the employer requires an employee to complete a course, the employer shall grant the leave of absence to attend the course, with pay and pay 100% of the cost of such course.

15.16 An Employee who has been granted a leave of absence of any kind, and who overstays his leave, unless he obtains permission or provides a satisfactory explanation, shall be considered to have terminated his employment without notice.

15.17 Election to Public Office

An Employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal office, who is required to be absent from work because of their elected or appointed duties shall upon written application to the Employer, be granted sufficient time on leave of absence to comply with their duties. Seniority and service shall continue consistent with the Collective Agreement.

It will become the responsibility of the Employee for full payment of any applicable benefits in which the Employee is participating during such leave of absence. Such payment shall be in advance of when the monthly premium is due.

ARTICLE 16 - HOURS OF WORK

16.01 The following is intended to define the normal hours of work for the full-time Employees, but shall not be interpreted as a guarantee of hours of work per day or per week, or days of work per week.

- (a) The regular work shift for full-time Employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day will be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.

- (b) It is mutually agreed that existing arrangements for lunch periods in the various homes will continue as practiced at the date of signing of this Agreement.
- (c) **During the changeover from Daylight Savings Time to Eastern Standard Time or vice versa, employees shall be paid for the time actually worked at their straight time hourly rate of pay. Such provision shall not result in overtime pay as prescribed in this collective agreement.**
- (d) The Employer will arrange shift schedules such that all Employees will receive a minimum of one (1) weekend off in two (2), except in the case of mutual agreement of the parties.

16.02 Work Schedule

- (a) Work schedules covering a two (2) week period will be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the **Executive Director** or designate one (1) week in advance of posting.
- (b) The Employer will endeavour to schedule shifts such that there will be a minimum of twenty-four (24) hours between the beginning of shifts and changeover of shifts.
- (c) No Employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work.
- (d) Employees required for reporting purposes shall remain at work for a period of up to fifteen (15) minutes which shall be unpaid. Should the reporting time extend beyond fifteen (15) minutes however, the entire period shall be considered overtime for the purposes of payment.
- (e) Part-time

In addition to scheduled shifts, part-time Employees will be called in for all other shifts on the basis of a rotating seniority basis.

16.03 Lunch or Meal Periods

Lunch or meal periods will be uninterrupted, except in cases of emergency. Should an Employee be recalled to duty during her mealtime, additional time shall be provided later in the shift.

16.04 Relief Periods

Employees will be allowed breaks within the shift without reduction in pay and without increasing the regular working hours as follows:

Shift Length:

Breaks:

Up to, and including 5.5 hours

1 – 15 minute break

More than 5.5 hours

2 – 15 minute breaks

In addition to the above, any shift over five (5) hours will also have a one-half (½) hour unpaid lunch within the shift.

16.05 The following regulations shall govern the scheduling of hours of employees in the bargaining unit.

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

(a) Is not scheduled to work more than seven (7) consecutive days;

(b) Has a minimum of eight (8) weekends off in every twenty-four (24) week period, at least one (1) of which is to be scheduled in each three (3) week period;

(c) In the event employees, of their own accord, for their own personal convenience, wish to change shifts with appropriately qualified other employees presently in the employ of the Home, they shall first submit such request in writing one week in advance of the proposed change, in writing, to their Supervisor, or her authorized deputy, for her written approval. The Home shall not be responsible or liable for overtime claims and non-compliance with the above provisions that might arise or accrue as a result of the exchange of shifts.

16.07 Shift schedules covering a two (2) week period will be posted two weeks in advance. Employee requests for specific days off must be submitted to the Department Head in writing one (1) week in advance of the posting.

16.08 Reporting Pay

Should an employee report for work at the regularly scheduled time for her shift and no work is available, such employee will be entitled to four hours pay or her scheduled hours, whichever is less, at the employee's regular rate provided that:

(a) This employee has not been previously notified by the Employer to the contrary:

(b) If requested by the Employer, the employee shall perform a minimum of four hours of such available work as the employer may assign.

The clause shall not apply in the event of work stoppage beyond the control of the Home, nor in the event that the employee has failed to provide the Home with her current telephone number.

16.09 The days of work for an employee, the starting and quitting times each day and the time and duration of lunch periods and time of rest periods will be determined by the Employer in accordance with its requirements and the requirements of the residents.

ARTICLE 17 - PREMIUM PAYMENTS

17.01 Overtime

- (a) Authorized work performed in excess of regularly scheduled work hours of seven and one-half (7½) hours on a daily basis or seventy-five (75) hours in a bi-weekly pay period, will be counted as overtime work and will be paid for at the rate of time and one-half the employee's regular hourly earnings. If an employee is required to work for more than two (2) hours as overtime, one (1) free meal will be supplied by **The Millwood**.
- (b) Overtime shall be considered voluntary provided that if sufficient qualified employees do not volunteer to enable the employer to maintain the scheduled service, the Employer may require employees in reverse order of seniority to work overtime. The Union consents to the working of overtime in such circumstances.
- (c) All overtime must be authorized by the **Executive Director** or designate.
- (d) Overtime shall be divided equally amongst the employees who are willing and qualified to perform the work that is available. All overtime declined by an employee shall count as overtime worked for the purposes of equal overtime distribution.
- (e) Any legitimate complaint in connection with the distribution of overtime or working on overtime days as provided in the preceding paragraphs will be adjusted by allocating additional overtime when same is available.
- (f) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the **Executive Director** or her designate, the Employer reserves the right to request signed statements from such employees and shall not be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.
- (g) If an Employee is required to work an extra three (3) hours or more, overtime at the end of his shift, one (1) free meal will be supplied subject to availability.

- (h) Overtime shall be based on the Employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.
- (i) Employees who work overtime will not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.

17.02 Minimum Reporting Pay

If an Employee reports for work at the regularly scheduled time for his or her shift and no work is available, such Employee will be entitled to a minimum of four (4) hours pay at the Employee's regular rate provided that:

- (a) The Employee has not been previously notified by the Employer to the contrary, either orally or by message left at the Employee's residence.
- (b) If requested by the Employer, the Employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.
- (c) It is understood that reporting pay is not a guarantee of a minimum shift requirement

17.03 Article 17.02 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of the Home, nor shall it apply to Employees returning to work without notice after absence.

17.04 Call Back

When an Employee is called back to work after leaving the Home premises upon completion of his shift, such Employee will receive a minimum of four (4) hours pay at straight time rates, or actual hours worked at time and one-half (1½) his regular rate of pay, whichever is the greater. It is understood that this provision shall not apply in the case of Employees required to work immediately prior to the commencement of their regular shift.

17.05 Call-In

- (a) "Call-In" shall mean the calling in to work at the Employer's request of an Employee on an assigned day off as per the posted schedule.
- (b) Employees who are called in will be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of Employees who are scheduled to work less than seventy-five (75) hours in a two (2) week period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.

- (c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the Employee commences work within one (1) hour of the call, then the Employee will be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the Employee reports for work within one (1) hour of the request for call in then the Employer will guarantee a minimum of four (4) hours work.
- (e) All call-in of shifts shall be given in order of seniority on a rotational basis of those Employees on the availability list, at non overtime rates of pay, before securing an agency replacement.
- (f) **Mandatory meetings or inservice will be paid at straight time and will not be deemed a call in.**

17.06 Meals

Employees are at liberty to bring their own meal, provided that such employees in no way interfere with the comfort and enjoyment of residents. If an employee wishes to take meals, if available, provided by **The Millwood**, the employee shall be charged a reasonable amount communicated to the employee in advance.

The Employer shall be entitled to deduct from each pay the total value of the meals provided to the employee during each pay period. It is understood employees will be given free tea, coffee and milk.

17.07 Weekend Premium

Effective **January 1, 2021** the employer will pay a weekend premium of **fifteen cents (\$0.15)** per hour for all hours worked between the commencement of the shift which begins on or about 2300 hours on Friday and ending with the termination of the shift which begins on or about 2300 hours Sunday.

ARTICLE 18 - ALLOWANCES

- 18.01 **The employer's current practice of paying an annual clothing allowance of \$70.00 to each employee will continue.**

ARTICLE 19 - ACCIDENT PREVENTION – HEALTH AND SAFETY COMMITTEE

- 19.01 The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home, in order to prevent injury and illness and abide by the Occupational Health and Safety Act as amended from time to time. The Employer shall maintain a comprehensive policy on resident handling and safe work practices. Such policies will be reviewed by the Joint Health and Safety Committee.

- 19.02 A joint Management and Employee Health and Safety Committee shall be constituted with representation from the various bargaining units and of Employees who are not represented by Unions and who do not exercise managerial functions. They shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The Committee shall meet in accordance with OHSA.

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

Minutes shall be taken of all meetings and copies shall be sent to the Committee members. Minutes of the meetings shall be posted on the workplace Health & Safety bulletin board.

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

Where an inspector makes an inspection of a workplace under the powers conferred upon him or her under the Occupational Health and Safety Act, the Employer shall afford a certified Committee member representing workers the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

Where a worker certified member is not on-site and available, the Employer shall afford a worker health and safety representative if any, or a worker selected by a Union, because of knowledge, experience and training, to represent it, the opportunity to accompany the inspector during his or her physical inspection of a workplace, or any part or parts thereof.

- 19.03 Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the Employees, shall make monthly inspections of the **workplace** and shall report to the Health and Safety Committee the results of their inspection. The members of the Committee who represent the workers shall designate a certified member or person who is properly trained to inspect the workplace. The Employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace.

In the event of an accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections.

Scheduled time spent in all such activities shall be considered as time worked.

19.04 The Joint Health and Safety Committee and the representatives thereof shall have access to Incident/Accident Report Form(s) required and the annual summary of data from the WSIB and/or workplace injury benefits relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupation injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information will be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.

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

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

19.07 The Employer Shall:

(a) inform Employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation.

(b) inform employees regarding the risks relating to their work, and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them.

(c) Ensure that the applicable measures and procedures prescribed in the Health and Safety Act are carried out in the workplace.

19.08 Day of Mourning

Each year on April 28 at 11:00 am, one minute of silence shall be observed in memory of workers killed or injured on the job.

19.09 The parties agree that if incidents in the workplace involving aggressive resident and/or family action occur, such action will be recorded and reviewed at the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of Employees presented in that forum.

19.10 No Harassment

The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression.

ARTICLE 20 - PAID HOLIDAYS

20.01 The following days shall be recognized as paid holidays.

- | | |
|-------------------|----------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Christmas Day |
| 3. Victoria Day | 8. Boxing Day |
| 4. Canada Day | 9. Family Day |
| 5. Labour Day | 10. Float Holiday #2 |

20.02 Effective June 1, 2001, all full-time employees, after one (1) year of service shall receive two (2) float holidays (one (1) in each six (6) month period), part-time employees, after one (1) year of service shall receive a float holiday for each 750 hours worked in a calendar year. If another Federal, Provincial, Municipal holiday should be proclaimed during the term of this Agreement, such additional holiday would replace one of the float holidays above.

20.03 During the term of this Agreement, any employee who works on a paid holiday may elect either:

- (a) To be paid their regular rate plus one and one-half times their regular rate for any and all work performed on said holiday; or
- (b) His regular rate and one-half for any and all work performed on the said holiday, and additional time off with pay within the forty-five (45) days following such paid holiday.

The employee shall notify the Employer prior to the completion of the pay period in which such paid holiday occurred which option he intends to exercise. If the employee elects option (b) he shall give the Employer sufficient notice of what time off he desires to enable the Employer to properly schedule for such time in accordance with this Agreement.

Nothing in this Agreement shall prevent the Employer and the employee agreeing on pay at time and one-half plus the day off with pay, or a day's pay and time and one-half off or any other combination which is mutually agreed upon. If any employee is absent without just cause on a paid holiday after being scheduled to work, he shall forfeit all pay for that holiday.

20.04 In order to qualify for holiday pay, the employee must have completed probation and worked her/his scheduled day before and after the holiday unless excused due to a bonafide reason, and worked on ten (10) days in the preceding thirty (30) days of the holiday.

20.05 If one of the above-named paid holidays occurs on an employee's regular day off or during his vacation period the employee will receive one (1) day's pay computed at the prevailing hourly rates for the job classification applicable or a compensating day off in lieu thereof. This does not apply to part-time employees.

20.06 In the case of part-time employees who do not work on the holiday and qualify as per 20.04, they shall be paid on the basis of the average number of hours worked during the previous twenty-eight (28) days, divided by the number of days worked.

In addition to the above, a part-time employee required to work on a paid holiday shall receive pay at the rate of time and one-half (1½) for all hours worked.

20.07 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours fall.

20.08 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 21 - VACATIONS

21.01 For the purposes of vacation entitlement employees shall earn their vacation and pay based on length of service. Vacation pay shall be calculated at the rate of 4% of gross earnings (less benefits) per week of entitlement. For the purpose of calculating eligibility, the vacation year shall be January 1st to December 31st. For the purposes of this Article, "gross earnings" shall include the previous year's vacation pay".

21.02 Vacations shall be as follows:

After 1 year of service -	2 weeks vacation at 4%
After 4 years of service -	3 weeks vacation at 6%
After 8 years of service -	4 weeks vacation at 8%
After 15 years of service -	5 weeks vacation at 10%
After 24 years of service -	6 weeks vacation at 12%

21.03 Employees shall not waive vacation and draw double pay.

21.04 Vacation may be taken at any time in the vacation year, but not in conjunction with the previous year's vacation. In the selection of dates, every effort will be made consistent with the necessities of the operation of **The Millwood** to allow employees to exercise their choice in accordance with their seniority status.

Requests for primetime (Victoria Day to Labour Day) must be submitted in writing by March 31, and the resulting summer vacation schedule will be posted in the workplace by May 15. Requests received after March 31 will be considered on a first come first serve basis.

21.05 (a) Full-time Employees will take vacation accrual and entitlement at same time.

- (b) Part-time employees will take accrual the first full pay period following July 1 and December 1, each year.

21.06 Employees who have lost their seniority and have terminated their employment as set out in Article 9.04 (loss of seniority clause) herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such Employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.

21.07 Christmas and New Year

The Employer may grant vacation during Christmas/New Year's period to a minimum of one (1) employee in the entire bargaining unit, on a rotating seniority basis, subject to the following:

- (a) There are replacement staff who are available to fill in during this period.
- (b) Notice must be given to the employer of an employee's intention to exercise vacation time during the Christmas period at the vacation request cut off date in the collective agreement of at least six (6) months notice if no cut of date exists in the collective agreement.
- (c) Employee's requests to have vacation during the Christmas period shall be finally determined by the **Executive Director** given due consideration for the safe and efficient operation of the Retirement Residence.

ARTICLE 22 - HEALTH AND INSURANCE BENEFITS

22.01 Employees enrolled on the Employer's Group Insurance plan as of October 31, 1995 shall continue with the current arrangements.

Same sex spouse will be eligible to be a dependent for insured benefits. Effective the first day of the first full calendar month immediately following January 4, 2016, vision care will increase to a maximum of \$200.00 every 24 months. Effective April 1, 2019 vision care will increase to \$250.00.

Life insurance: 20,000.00.

22.02 Pro-ration

- (a) Part-time employees shall be paid for all hours worked in accordance with the rates set out in Schedule "A" attached hereto.
- (b) Accrual and payment of paid holidays and all benefits including shared cost arrangements for all employees shall be on a prorata basis of hours regularly worked in relation to seventy-five (75) hours bi-weekly.

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

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

Hours paid in calculating proration formula will include when an employee is on:

- maternity leave
- adoption leave
- approved leave of absence in excess of thirty (30) continuous calendar days proration upon return, shall be based on % in effect prior to commencement of leave.

New Hires

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

The prorata percentage for new hires will be based on the schedule of work for which these employees are hired. This percentage will be revised, if necessary, once the employee has worked a full predetermined six-month period.

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

22.03 Physical Examinations

If the Employer requires a sick leave certificate in accordance with past practice or the collective agreement and the doctor charges the employee for such certificate outside OHIP, the Employer will pay for the certificate.

In the alternative to above, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

22.04 Nursing Homes and Related Industries Pension Plan

Effective the first pay period immediately following June 1, 1998, the following Article shall apply.

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; and
- (iii) vacation pay.

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 **the probationary period** 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 four percent (4%) of applicable wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of applicable wages to Plan.

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

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 four percent (4%) 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 towards the cost of benefits provided by the Plan, or be responsible for providing any such benefits.

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

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

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

The following information shall be provided to the Administrator of the Plan in electronic format.

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

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List include hours from date of hire to Employer's fund entry date (for purposes of calculating past service credit)

(ii) To be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

(iii) To be Provided Once and if Status Changes

- Full Address as provided to the Employer
- Termination date where applicable (MM/DD/YY)
- Gender
- Marital Status

(iv) To be Provided Annually but no later than December 1st

Current complete address listing

Details of all absences of members from the workplace due to an injury for which the member received Private Occupational Injury Coverage 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 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.
- .07 The Employer acknowledges and agrees that, in addition to action which the Union may take to enforce the obligations of the Employer under this Article, the Trustees of the Plan may take action as well. The Employer agrees that if it is delinquent in remitting the Employee portion of contributions to the Plan or in making its own contributions, the Trustees may require the Employer to pay in addition to such contributions, interest on the overdue contributions and payment of liquidated damages. These payments may be required in recognition of administrative costs, inconvenience and loss of use of the contributions of the Plan arising from late contributions to the Plan.
- .08 The employer shall provide to each employee a copy of the current information booklets for those benefits provided under this Article. The Union shall, upon request, be provided with a current copy of the policy. It is clearly understood that the employer's obligation pursuant to this collective agreement is to provide the insurance coverage bargained for. Any problems with respect to the insurer acknowledging or honouring any claims is a matter as between the employee and the insurer. The employer will provide a minimum of thirty (30) days' notice to the union prior to substituting carriers.

ARTICLE 23 - INJURY AND DISABILITY

- 23.01 The Employer shall continue to pay premiums for benefit plans for employees who are on paid leave of absence Private Occupational Injury Coverage if the employee continues their contribution towards said benefits.

It is understood that the obligation of the Employer, to pay the aforesaid benefits Private Occupational Injury Coverage, shall continue for up to twenty-four (24) months following the date of the injury.

- (a) Employees who are on leave of absence will not engage in gainful employment on such leave and if an employee does engage in gainful employment while on such leave, she will forfeit all seniority rights and privileges contained in this Agreement unless otherwise agreed by the Union and the Employer.
- (b) An employee who has been granted a leave of absence of any kind and who overstays her leave, unless she obtains permission or provides a satisfactory explanation, shall be considered to have terminated her employment without notice.

ARTICLE 24 - SICK LEAVE

- 24.01 Sick Leave credits are for the sole purpose of providing income protection for employees who are legitimately ill and unable to report to work as scheduled.
- 24.02 Full-time employees who have completed one year of service shall be entitled to earn sick leave credits at the rate of one (1) day per month worked (must work on at least fifteen (15) days) to a maximum of fourteen (14) days. Upon completion of one (1) year service, shall be credited with five (5) days. After the completion of five years service, full-time employees may accumulate an additional six (6) days sick leave.
- 24.03 Employees shall be paid their regular wages for the scheduled hours absent due to illness, until their sick accrual bank is exhausted.
- 24.04 The Union agrees to co-operate with management in the unnecessary use of sick leave benefits. Any abuse of sick leave benefits will result in disciplinary action, which may include discharge.
- 24.05 Employees will be advised annually of their sick leave accumulation.
- 24.06 Effective June 1, 2007, part-time employees can accumulate sick time at the rate of 3.75 hours for every 162.5 hours worked to a maximum of 22.5, non accumulative from year to year.

ARTICLE 25 - COMPENSATION

- 25.01 Schedule "A" attached shall form part of this agreement.
- 25.02 When a new classification (which is covered by the terms of this agreement) is established by the Home, the Home shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Home to endeavour to negotiate a mutually satisfactory rate.

Such request will be made within ten (10) days after the receipt of notice from the Home of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by the Home. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

25.03 Pay Days

Employees will be paid every second Thursday for the two (2) week period ending on the Friday of the previous week.

25.04 Wage Progression

- (a) Employees within their position classification will progress from the "start rate" to the "one year rate" and so on, on the basis of 1800 hours worked at the "start rate" to the "one year rate" and so on. Hours worked and paid for, and hours not worked and paid for by the Employer, and applicable insurance, shall be considered hours worked for the purposes of computing eligibility to progress to the next higher rate within their position classification.
- (b) Hours worked and hours paid for by the Employer during an Employee's probationary period will be included for purposes of wage progression.

25.05 Retroactivity

Retroactivity will be paid to all employees on the payroll on the date of ratification or awarded, for all hours paid by the Employer from the effective date of the increase to the date of implementation of the new wage rate, within three full pay periods following receipt of notice of ratification, in accordance with the amended wage rate.

Persons who worked in the period from January 1, **2020**, onwards, but who are no longer employed, will also be entitled to payment of retroactivity. The employer is directed to send a registered letter within three pay periods of the date of this award to the last known address of each such ex-employee, advising them of their right to retroactivity. Ex-employees will have 60 calendar days from the date of mailing to claim payment. Ex-employees who fail to claim their payments within the 60 day period shall be deemed to forfeit any claim thereto.

ARTICLE 26 - BULLETIN BOARDS

26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place so as to inform all Employees in the bargaining unit of the activities of the Union. All postings will coincide with positive labour management relations.

ARTICLE 27 - INTERPRETATION

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

ARTICLE 28 - PERSONNEL FILES

28.01 (a) Letters of Discipline

Letters of discipline are to be removed from an employee's record after twelve (12) months from the date of discipline except in the case of incidents involving third part interface (i.e.: residents and family) where the record will remain on file

(b) Records of Suspension

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

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

ARTICLE 29 - TERM

- 29.01 This Agreement shall come into effect January 1, **2020** and will continue in effect until December 31, **2021** and shall continue automatically thereafter in annual periods of one (1) year unless either party notifies the other in writing within ninety (90) days before the expiration date that it desires to amend or terminate this Agreement.
- 29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within fifteen (15) days following such notification.
- 29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the Hospital Labour Disputes Arbitration Act, as amended, whichever should first occur.


ARTICLE 30 - SUPERIOR CONDITIONS

See Letter of Understanding # 1

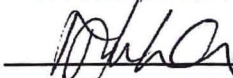

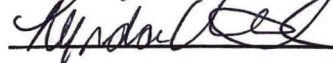
IN WITNESS WHEREOF the parties have signed this Agreement

this 20th day of June, 2021.

FOR THE EMPLOYER



FOR THE UNION

SCHEDULE "A" - WAGES

THE MILLWOOD

Classification	Step	Expired Rate	1-Jan-2020	1-Jan-2021
			2%	2%
Dietary, Housekeeping, Laundry	Probation	\$16.08	\$16.40	\$16.73
	Start/450 Hrs	\$16.54	\$16.87	\$17.21
	1 Year/1800 Hrs	\$17.02	\$17.36	\$17.71
	2 Years/3600 Hrs	\$17.48	\$17.83	\$18.19
	3 Years/5400 Hrs	\$17.96	\$18.32	\$18.69
GSTAT/HCA	Probation	\$17.69	\$18.04	\$18.40
	Start/450 Hrs	\$18.15	\$18.51	\$18.88
	1 Year/1800 Hrs	\$18.65	\$19.02	\$19.40
	2 Years/3600 Hrs	\$19.09	\$19.47	\$19.86
	3 Years/5400 Hrs	\$19.55	\$19.94	\$20.34
RPN	Probation	\$25.67	\$26.18	\$26.71
	Start/450 Hrs	\$26.03	\$26.55	\$27.08
	1 Year/1800 Hrs	\$26.40	\$26.93	\$27.47
	2 Years/3600 Hrs	\$26.85	\$27.39	\$27.93
	3 Years/5400 Hrs	\$27.37	\$27.92	\$28.48
RN	Probation	\$29.25	\$29.84	\$30.43
	Start/450 Hrs	\$29.61	\$30.20	\$30.81
	1 Year/1800 Hrs	\$29.97	\$30.57	\$31.18
	2 Years/3600 Hrs	\$30.41	\$31.02	\$31.64
	3 Years/5400 Hrs	\$30.93	\$31.55	\$32.18
Assistant Cook		\$20.05	\$20.45	\$20.86

LETTERS OF UNDERSTANDING

BETWEEN:

MILLWOOD RESIDENCE

AND

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1 CANADA

Re: Credit Check Letters

(Employer Letterhead)

Date

To Whom It May Concern:

This letter will confirm (employee) has been employed by (Employer) since (date of hire).

(Employee) is currently employed as a(n) (classification). The current hourly rate for this position is \$ _____.


For the calendar year (year), (employee's) earnings, per T4 statement were \$ _____.

(Executive Director)

(Facility)

IN WITNESS WHEREOF the parties have signed this Agreement this 28th
day of June, 2021.

FOR THE EMPLOYER



FOR THE UNION

