

**COLLECTIVE AGREEMENT**

**Between:**

**THE CORPORATION OF THE COUNTY OF HURON  
HURONVIEW/HURONLEA HOMES FOR THE AGED**

**- and -**

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA**

**EFFECTIVE DATE:   JANUARY 1, 2015**

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**THE CORPORATION OF THE COUNTY OF HURON  
HURONVIEW/HURONLEA HOMES FOR THE AGED  
(hereinafter called the "Employer")**

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION  
LOCAL 1 CANADA  
(hereinafter called the "Union")**

**NOW THEREFORE THIS AGREEMENT WITNESSETH:**

**ARTICLE 1 - PURPOSE**

1.01 The purpose of the Agreement is to establish an orderly, friendly collective bargaining relationship between the Employer and certain classifications of employees represented by the Union which will not interfere with the successful operation of the Huronview/Huronlea Homes For The Aged as a public service institution intended to provide adequate service to elderly citizens and to provide for the establishment of a procedure for settling hours, grievances and wages.

**ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as a bargaining agent of all Employees of the Corporation of The County of Huron, Huronview/Huronlea Homes For The Aged at Clinton, Ontario, save and except professional medical staff, graduate nursing staff, undergraduate nurses, graduate pharmacists, undergraduate pharmacists, graduate dieticians, student dieticians, technical personnel, supervisors, persons above the rank of supervisor, office staff and persons covered by subsisting Collective Agreements.
- 2.02 The term "Employee" or "Employees" shall mean any or all of the employees in the bargaining unit as defined above unless otherwise provided. The masculine pronoun shall include the feminine pronoun where the context so requires.
- 2.03 No employee shall be required or permitted to make an agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.
- 2.04 The Parties agree that in accordance with Government laws and regulations, there shall be no discrimination against any employee by the Union or Employer for reasons of age, sex, marital status, creed, colour, religious affiliation, national origin, disability or Union activities, subject to Article 23.01.
- 2.05 The Parties agree that there shall be no intimidation, interference, restraint or coercion exercised or practiced by them or their representatives upon employees because of membership or non-membership in the Union.

- 2.06 The Employer agrees that if the Huronview/Huronlea Homes for the Aged operations covered by this Agreement, or any part thereof, are moved, amalgamated or otherwise transferred to a location or building outside the present location of the bargaining unit operated by the County of Huron, this Collective Agreement shall there upon also be applicable at the new location.
- 2.07 The Employer shall not contract-out any work performed by members of the bargaining unit if, as a result of such contracting-out, a layoff of any employees other than casual part time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off with similar terms and conditions of employment is not a breach of this agreement.
- 2.08 Work of the Bargaining Unit  
Employees in the bargaining unit as of January 1, 1988, will not have reduced hours of work or pay during the term of this Agreement as a result of volunteers or other doing work normally carried out by the employees covered by our Agreement.
- 2.09 Full Time/Part Time Ratio  
The Parties agree that the Employer has an obligation to manage the Home in an efficient manner; however, the Employer will employ employees on a full time basis wherever possible and will not provide full time positions into part time positions without the approval of the Union Management Committee.

### **ARTICLE 3 - UNION GRIEVANCE COMMITTEE AND STEWARDS**

- 3.01 The Employer will recognize a Grievance Committee for both the full time and part time sections which shall consist of the Stewards and Chief Steward as outlined in Section 3.02. The Employer shall be advised of the names of members of this committee and shall be notified in writing of their names.
- 3.02 Effective upon the date of transfer, the Employer acknowledges the right of the Union to appoint or otherwise select a Steward/Negotiating Committee composed of three (3) employees from the Clinton Home and three (3) employees from the Brussels Home, one of which, at each Home, shall be designated the Chief Steward.
- The Employer will recognize and deal with such Committee with respect to any matter which properly arises for its consideration.
- 3.03 The Union Negotiating Committee shall consist of the Chief Steward, and the Stewards outlined in Section 3.02, together with the Union representative.
- 3.04 The Employer undertakes to instruct all members of its supervisory staff to cooperate with the Stewards in the carrying out of the terms and requirements of this Agreement.

- 3.05 The Union undertakes to secure from its officers, Stewards and members, their cooperation with the Employer and with all persons representing the Employer in any supervisory capacity.
- 3.06 The Union acknowledges that the Stewards and members of the negotiating committee have regular duties to perform on behalf of the Employer, and that such persons will not leave their regular duties without notifying their immediate Supervisor. Permission from the supervisor shall not be unreasonably withheld. In accordance with this understanding, such employees shall not suffer any loss of pay while negotiating the Agreement or dealing with grievances, except that the Employer shall not be responsible for paying more than six (6) Stewards for time spent in negotiations. This does not apply to time spent on such matters outside of regular working hours.

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to hire, promote, demote, transfer and suspend employees and also the right of the Employer 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 reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.
- 4.02 The Union further recognizes the right of the Employer to operate and manage the Homes for the Aged in all respects in accordance with its commitments and its obligations and responsibilities. The right to decide on the number of employees needed by the Employer at any time, the right to use modern methods, machinery and equipment and jurisdiction over all operations, building equipment and employees at the Homes For The Aged at Clinton and Brussels, Ontario, are solely and exclusively the responsibility of the Employer. The Employer has the right to make and alter from time to time and enforce rules and regulations to be observed by the employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.
- 4.03 Without limiting the generality of the foregoing provisions, it is expressly understood and agreed that a breach of any of the rules or of any of the provisions of this Agreement shall be deemed to be sufficient cause for discharge or discipline of any employee, provided that nothing herein shall prevent an employee from going through the grievance procedure to determine whether or not such breach took place.

#### **ARTICLE 5 - UNION MANAGEMENT COMMITTEE**

- 5.01 The Parties hereto, recognizing that the closest measure of cooperation should exist between them, do hereby agree to institute a Union-Management Committee composed of the Negotiating Committee (or Stewards) and Staff Representatives of both Management and the Union. Conferences of this Committee shall be held when mutually agreeable to both Parties.

## **ARTICLE 6 - PROBATIONARY EMPLOYEES**

- 6.01 New employees shall serve as probationary employees for 450 hours of work or six (6) months of work, whichever comes first, and accrue seniority during this period.

If a probationary employee is the successful candidate for a job posting in a new classification in accordance with Article 12 – Job Postings, the probationary period will be extended for 450 hours or six (6) months, whichever comes first, from commencement of the first day worked in the new position.

The probationary period may be extended for a predetermined period by mutual consent of SEIU and the Employer. The length of the extension will be drafted as a Letter of Agreement, without prejudice, and signed by the parties.

It is understood and agreed that dismissal or layoff of a probationary employee shall not be made the subject of a grievance.

Students will accrue seniority at the same rate as regular employees.

## **ARTICLE 7 - UNION MEMBERSHIP AND CHECK-OFF**

- 7.01 As a condition of employment, the Employer will deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.
- 7.02 Such dues shall be deducted from each pay for employees. In the case of newly hired employees each employee shall be subject to a one (1) time Union Initiation Fee as directed by the Secretary Treasurer of the Union. Initiation Fees and Dues deductions shall commence in the month of hire.
- 7.03 The amount of the regular monthly dues shall be those authorized by the Union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.
- 7.04 The Employer agrees to forward a list of dues deductions in an electronic format provided by the Union showing the names, current addresses, phone numbers, Social Insurance Numbers, highlighting new hires, resignations, terminations, new unpaid leaves of absence and returns from leaves of absence, hourly rates, hours worked and the amount of dues remitted on behalf of each of the employees for whom deductions have been made.
- 7.05 In consideration of the deducting of Initiation Fees and Union Dues by the Employer, the Union agrees to indemnify and save harmless the Employer against any claims or liabilities arising or resulting from the operation of this Article.

- 7.06 Monthly deductions shall be made and forwarded to the Secretary Treasurer of the local Union on or before the 15<sup>th</sup> of the month following which the deductions are made. Any omissions and retroactive deductions shall be submitted with the dues the month following with the reason why dues were missed.**
- 7.07 The Employer will provide each employee with a T4 slip showing the dues deducted in the previous year for income tax purposes where such information is available or becomes readily available through the payroll system.**
- 7.08 Any dispute as to a violation or interpretation of any provision of this Article shall be a matter for the grievance and arbitration procedures.**
- 7.09 The Employer agrees that a representative of the Union may interview each employee or groups of employees during their orientation period for the purpose of ascertaining whether the employee wishes to become a member of the Union and orientating them to the role of the union. The Employer further agrees to designate the time and place for such interview, on the Employer's premises. Such interview shall not exceed one half hour (1/2) in duration for each employee or group of employees.**

#### **ARTICLE 8 - GRIEVANCE PROCEDURE**

- 8.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.**
- 8.02 It is understood that an employee has no grievance until he has first given his immediate supervisor an opportunity to adjust his complaint. If an employee has a complaint, he shall, with the assistance of a Steward if desired, discuss it with his Supervisor. In order to be considered a grievance, such discussion must take place within three (3) working days from the time the aggrieved employee should reasonably have known of the incident giving rise to the grievance. The Supervisor or his designate shall communicate his reply to the complaint within five (5) working days or for such longer period as mutually agreed.**

No grievance shall be considered:

- a) which usurps the function of the Management, as set out in this Agreement, or;
  - b) where the circumstances giving rise to it occurred or originated more than three (3) full working days, of the employee concerned, before the filing of the grievance.
- 8.03 If such a complaint is not settled to the satisfaction of the Union, the complainant may file a written grievance in the following manner and sequence:**

**STEP NO. 1** - The Union may present the grievance in writing to the Department Manager or designate. After a hearing, if a satisfactory settlement is not reached within five (5) days (or longer period which may be mutually agreed upon) the next step in the grievance procedure may be taken at any time within seven (7) days thereafter.

**STEP NO. 2** - The Union may submit the grievance to the **Director of Homes, Social and Property Services** or designate, who shall consider it at a meeting convened for that purpose, and render a decision in writing. Should no satisfactory settlement be reached within seven (7) days, the next step in the grievance may be taken at any time within ten (10) days thereafter.

**STEP NO. 3** - The Union may submit the grievance to the **Senior Manager of Human Resources** or designate. A meeting will be convened to hear the grievance.

- 8.04 If a final settlement of the grievances under Article 8.03 hereof is not completed within fifteen (15) working days after deliberations have commenced and if the grievance is one which concerns the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable, the grievance may be referred by either party to a Board of Arbitration as provided in Article 9 below at any time within fifteen (15) days thereafter but not later.
- 8.05 Where a dispute involving a question of general application or interpretation of this Agreement occurs, or where a group of employees, the Union or Employer has a grievance, Steps 1 and 2 of the Article may be bypassed.
- 8.06 Any time limits referred to in the grievance and arbitration procedures within which any procedure is required to be taken or notice required to be given shall be calculated exclusive of Saturdays, Sundays or Statutory Holidays and for the aggrieved employee, his or her time off provided that the notice of such grievance has not come to his attention during his or her time off, and may be extended by mutual agreement of the parties.
- 8.07 Decisions arrived at between the Employer and the Union on the disposition of any specific employee, Union or Employer grievance, shall be final and binding upon the Employer, the Union and the employee or employees concerned.
- 8.08 a) All disciplinary notations up to written warnings, in an employee's file, shall be void and removed from the file after **twelve (12) months** from their date.
- b) **All disciplinary suspensions, in an employee's file, shall be void and removed from the file after eighteen (18) months from their date.**
- c) **Leaves in excess of thirty (30) calendar days will not be included in the time period indicated in a) and b)**



- 8.09 An employee or Union Representative, shall be entitled to review an employee's personnel file in order to facilitate the investigation of a grievance or complaint. This shall only be done with the employee's written authorization and in the presence of a management representative.

#### **ARTICLE 9 - DISCHARGE AND SUSPENSION CASES**

- 9.01 In the event of an employee who has attained seniority being discharged or suspended from employment, and the employee feeling that an Injustice has been done, the case may be taken up as a grievance.
- 9.02 A claim by an employee, who has attained seniority, that he has been unjustly discharged or suspended from his employment shall be treated as a grievance if a written grievance is submitted within five (5) days after the employee is notified of his discharge or suspension. Steps 1 and 2 shall be omitted in Discharge Cases. Step 1 shall be omitted in Suspension Cases.
- 9.03 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.
- 9.04 Any disciplinary warnings which may result in an employee being suspended or dismissed shall be in writing and one (1) copy given to the employee, one (1) copy mailed to the business agent of the Union, and one (1) copy given to the Chief Steward.
- 9.05 In the event an employee is to be disciplined she shall have the right to the presence of a Steward.

#### **ARTICLE 10 - ARBITRATION**

- 10.01 Both Parties to this Agreement agree that any dispute or grievance concerning the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure outlined in Article 8 above, and which has not been settled, will be referred to a Board of Arbitration, at the request in writing of either of the Parties hereto.
- 10.02 The Board of Arbitration will be composed of one person appointed by the Employer, one person appointed by the Union and a third person to act as Chairman chosen by the other two (2) members of the Board.
- 10.03 Within seventy-two (72) hours of the request by either party for a Board, each party shall notify the other of the name of its appointee.
- 10.04 Should the person chosen by the Employer to act on the Board, and the person chosen by the Union, fail to agree on a third person within seven (7) days of the notification mentioned in 9.03 above, the Minister of Labour of the Province of

Ontario will be asked to nominate an impartial Chairman who shall be a person other than a civil servant.

- 10.05 The decisions of a Board of Arbitration, or a majority thereof, constituted in the above manner shall be final and binding on both Parties.
- 10.06 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provision, nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.07 Each of the Parties to this Agreement will bear the expenses of the Arbitrator appointed by it and of its own witnesses; and the Parties will jointly bear the expenses, if any, of the Chairman.
- 10.08 No person shall be selected as Arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 10.09 Where both Parties agree, a single Arbitrator may be substituted for an Arbitration Board. In such case the Parties shall endeavour to agree on the selection of an Arbitrator and in the event that they fail to do so the Minister of Labour will be asked to nominate a Chairman in accordance with the provisions of 9.04 above.

#### **ARTICLE 11 - NO STRIKES - NO LOCKOUTS**

- 11.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the life of this Agreement it will not sanction, counsel, procure or encourage any picketing on the Employer's property, slow down or stoppage of work, either complete or partial, and the Employer agrees that there will be no lockout.
- 11.02 The Employer shall have the right to discharge or otherwise discipline employees who take part in or instigate any illegal strike, picketing, stoppage or slowdown, but a claim of unjust discharge or treatment may be the subject of a grievance and dealt with as provided in Article 8 above.
- 11.03 Should the Union claim that a cessation of work constitutes a lockout, it may take the matter up with the Employer at Step No. 3 of the Grievance Procedure.

#### **ARTICLE 12 - SENIORITY**

- 12.01 Seniority shall be Home-wide.
- 12.02 When a vacancy occurs for all purposes other than layoff or recall, the following factors shall apply:
- First - ability to perform the work and qualifications.  
Second - Home-wide seniority.

12.03 **Employees in receipt of Long Term Disability Benefits (LTD) or Workplace Safety and Insurance Board Benefits (WSIB) shall retain and accumulate seniority only. In addition, part time employees who have been continuously absent due to illness as verified by a physician for greater than six (6) weeks, shall accumulate seniority as per Article 16.02 f).**

12.04 Seniority status, once acquired, will be lost only for the following reasons:

- a) Voluntary resignation;
  - i) **An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until one (1) working day has elapsed from the time of the submission of the resignation, at which time it shall become final. Written notice of resignation shall provide for not less than two (2) weeks' advance notice if possible. Upon resignation, all overtime, stat and vacation banks will be paid out and benefits will cease as of the date of the resignation.**
- b) Discharge for just cause;
- c) Layoff in accordance with Article 13.16;
- d) Failure to signify intention to return to work within five (5) days of the receipt of the notice of recall, which shall be in writing addressed to the last known address according to the records of the Employer by registered mail, and failure in fact to return to work within a further five (5) days. An employee who so fails shall forfeit his/her claim to reemployment;
- e) Absence from work without leave of absence being granted or an absence from work for three (3) working days without a satisfactory explanation to the Employer. **It will be deemed as the employee had in effect resigned from their position.**

12.05 For the purpose of calculating seniority for part time employees, 1800 hours will equal one (1) year.

Part time employee's seniority will not exceed 1800 hours per year.

- 12.06 a) Seniority lists will be posted on the bulletin boards for all employees, including students, not later than the 15th of July and the 15th of January of each year, with cut off dates of the last pay period in June and the last pay period in December, and a copy shall be forwarded to the Union office in London.
- b) It is the responsibility of each employee to review the seniority list when posted. Amendments to the list will only be considered for a thirty (30) day period after posting and must be in writing.

12.07 When a full time employee transfers to a part time position the following procedures shall apply:

- a) The employee must resign his full time position;
- b) All seniority and service shall transfer with the employee to the part time position;
- c) Where the vacancy preexists due to the cessation of employment of a regular part time employee or his/her transfer to another position through the job posting procedure or a job posting, the full time employee may bid for that regular part time vacancy based on seniority;
- d) Where the decision of the employee to transfer to part time is taken without such preexisting vacancy he/she shall transfer into the casual part time category and be added to the list according to seniority;
- e) Seniority, service and other credits shall be retained and transferred with the employee when reclassified from full time to part time and vice versa, except as restricted by this Collective Agreement.

12.08 In the event the employer transfers operations to another building or location, the positions shall be filled by order of home-wide seniority (according to this seniority provision) and no new employees shall be hired until all present employees are given an opportunity to bid on such positions.

### **ARTICLE 13 - JOB POSTINGS, TRANSFERS AND LAYOFFS**

13.01 In order to ensure that seniority employees are given the opportunity of applying for transfers and promotions, the Employer agrees to comply with the following procedure;

- a) When vacancies occur or new jobs are created within the scope of this Collective Agreement, the Employer shall post all such vacancies or new jobs on bulletin boards where all employees may see them and they shall remain posted for seven (7) working days. Such postings shall indicate any special requirements which have to be met for an employee to be eligible for appointment to the vacancy. Copies of all job postings shall be given to the Chief Stewards.
- b) Employees shall have the right to bid for such vacancies and new jobs. The Chief Steward shall be informed of all such applications. For the purposes of this clause, part time seniority shall be calculated in accordance with Article 12.05. The seniority of applicants is to be updated the day the posting comes down. **If the successful applicant for any vacancy is on a leave (STD, Maternity, LOA) when the job posting is awarded, the effective date of the job posting shall be the date the employee returns from their leave.**

- c) Employees transferred on this basis shall be on a trial period of five (5) working days. The trial period will only involve transfers between the Homes or between classifications. If the employee wishes to return to their previous line within the five (5) working days trial period, the Employer will make a reasonable effort to return the employee to a similar schedule until the next posted schedule. In the event an employee reverts to their previous position, the position will be offered to the next eligible applicant from the original posting. In the event an employee is not able to perform the basic elements of the position within the same time period, the Employer will return the employee back to their original position.
- d) In the event of a layoff or reduction in staff occurring within the new department after such transfer, such employee, if laid off, shall be entitled to replace any other employee having less seniority in his or her previous classification provided such employee's home-wide seniority is greater than that of the employee he seeks to replace and he or she has the qualifications for the position. In cases of layoff all full time employees shall be credited for all seniority as a part time employee.

Vacancies for the period of December 15 to January 1 will be posted in accordance with the above requirements but the successful incumbent will not normally be transferred until the first pay period in January.

- e) Employees who have been bumped into a part time position, as the direct result of a lay-off, will be provided with the opportunity, at the request of the employee, to be scheduled up to seventy-five (75) hours in a pay period. This will only take place after all existing part time staff has been scheduled. The Article only applies in the preparation of the original schedule; it does not apply to call-ins.

13.02 The Employer agrees to advise all applicants applying for such positions in writing of the successful applicant. Any applicant who wishes to discuss why they were unsuccessful, may request and be told the reason or reasons she was not appointed. The Chief Stewards shall be informed in writing of the successful applicant to the posting.

13.03 A vacancy created by an employee's absence while on Long Term Disability (LTD) shall be posted as permanent after such employee has been on LTD for two (2) years **and there is no likelihood of the employee returning in the near future.**

13.04 Temporary Vacancy - Shall be defined as any job opening of more than fifty-six (56) days including vacation, sick leave, Workplace Safety and Insurance or an approved leave of absence. Such vacancy shall be filled on a Home-wide seniority basis. **If the employee is changing Homes or job classifications and requests orientation in the temporary vacancy, the employee will be scheduled orientation of up to five (5) days. Such request shall not be unreasonably denied. All temporary vacancies will be posted for seven (7) calendar days. Such vacancy shall be posted prior to the temporary vacancy**

commencing wherever possible and in every instance, no later than fifty-six (56) days from the commencement of the leave creating the temporary vacancy. Available time must be prescheduled if not posted, but will be a call-in shift if the schedule is posted.

13.05 Employees shall not fill more than one temporary position for a period of twelve (12) months from application of the first position unless:

- a) no other employees bid for such temporary position, and;
- b) they have successfully completed the first temporary position.

13.06 Layoff and Recall – In the event of a proposed layoff of a permanent or long-term nature, the Home will provide the Union with at least eight (8) weeks notice. This notice is not in addition to required notice for individual employees in the event of a proposed layoff, the Home will:

- a) Prior to issuing notices to employees, meet with the Union through the Union Steward Committee to review the following:
  - i) the reason causing the layoff;
  - ii) the service the Employer will undertake after the layoff;
  - iii) the methods of implementation including the areas of cutback and the employees to be laid off;
  - iv) identifying and proposing possible alternatives to any action that the Employer may propose taking;
  - v) identifying and seeking ways to address the retraining needs of employees in order that they may attempt to qualify for positions that may become available in the Homes, post-layoff;
  - vi) identifying employees eligible for early retirement under OMERS within the bargaining unit in order of seniority;
  - vii) identifying vacant positions within the Employer for which surplus members of the bargaining unit may qualify or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period.
- b) provide the Union with not less than sixty (60) calendar days notice of such layoff.

13.07 Both parties agree that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in reverse order of seniority. Employees shall be recalled in order of their seniority provided

they possess the qualifications to perform the work or achieve the qualification after a thirty (30) day training period.

- 13.08 An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority in another classification provided the senior employee has the ability to perform the requirements of the position after a short familiarization period.
- 13.09 At no time will the Employer lay off a member of this bargaining unit in order to retain employees with superior skills who are not employed within this bargaining unit.
- 13.10 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

Each classification of employee, by years of service, will be granted one (1) additional week severance pay should a lay-off occur. The article will be amended accordingly.

- 13.11 a) The County, in its notice to the Union of impending layoff referred to in Article 13.06, shall also include the specific job title(s), number of employees and the facts upon which the County relies to establish the necessity for such layoff.

From the time of notification, the County may accept voluntary resignations, early retirements, etc., from employees. The number of employees laid off shall be reduced to the extent that the necessary reduction has been achieved by resignation, retirements, etc.

b) Severance Pay

- i) Where an employee resigns within fifteen (15) days of notice of layoff pursuant to Article 12, that his or her position will be eliminated, he or she shall be entitled to a separation allowance of one (1) week's salary for each completed year of continuous service to a maximum of **twenty six (26) weeks' pay**.
- ii) An employee who chooses this option forfeits his or her right to any other notice.
- iii) If the resigning employee wishes to undertake retraining under an education program approved by the County, tuition will be

reimbursed to a maximum of twelve hundred and fifty dollars (\$1250.00) on production of proof of successful completion. Such retraining must be approved and completed within six (6) months.

13.12 Retirement Allowance - Where an employee qualifies for regular early retirement under the OMERS plan and chooses to exercise this option after notification to the Union of a proposed layoff as stipulated in Article 12.06, the employee shall receive, following completion of the last day of work, a retirement allowance of one (1) week's salary for each completed year of continuous service. All payments are to be net of statutory deductions. An employee who chooses this option forfeits his or her right to any notice of recall.

13.13 No new employee(s) shall be hired until all laid off employees have been given the opportunity of return to work.

13.14 Employees on layoff are entitled to apply for any job vacancies for which they are qualified arising out of a job posting. Upon exhausting of the job posting provisions under the Collective Agreement, laid off employees shall be recalled to the remaining subsequent vacancies.

13.15 An individual who is laid off shall retain recall rights as follows:

<u>Length of Continuous Service</u>	<u>Duration of Recall Rights</u>
Less than 5 years .....	<b>36 months</b>
5 years but less than 10 years .....	48 months
More than 10 years .....	60 months

A laid off employee shall be given an additional **thirty six (36) months** of preferred hiring consideration if, prior to the end of his applicable recall period, he/she makes application in writing to the County and presents himself/herself for employment when required by the County.

13.16 Home-wide seniority shall be the determining factor in all layoffs and recalls.

**ARTICLE 14 - HOURS OF WORK, OVERTIME & OTHER WORKING CONDITIONS**

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

14.02 The regular work week shall consist of thirty-seven and one-half (37½) hours per week. The shift schedules shall be worked out between the department head and the employees in the bargaining unit.

14.03 A regular part time person is a person who works forty-five (45) hours in a two (2) week pay period on a regularly scheduled basis.



14.04 A casual part time employee is a person who does not work on a regularly scheduled basis and who normally works for less than forty-five (45) hours in a two (2) week pay period.

14.05 Overtime at the rate of time and one-half (1½) the employee's basic rate shall be paid for all work performed over seventy-five (75) hours biweekly or over seven and one-half (7½) hours per day, but not both. For the purposes of this provision, the first shift of the day is the shift commencing after midnight (00:01).

14.06 a) Overtime will be distributed on the basis of seniority in the classifications herein referred to provided they are satisfactorily able to perform the work to be done. If an employee voluntarily misses his turn at such overtime he shall be considered as having worked his turn insofar as distribution of such overtime is concerned.

b) **Full time Employees will be allowed to bank overtime at the equivalent straight time hours. Full time Employees requesting to bank overtime must notify their manager in writing at the end of their shift. Request to have time off, must be submitted in writing at least five (5) days in advance of the schedule being posted. All overtime that has been banked but not been used by December 31 of each year will be paid out on the last pay day of that year.**

#### 14.07 Part Time Scheduling/Call-In

a) The Employer will schedule full time, regular part time and casual employees in accordance with their Master schedules.

b) Shifts that are available at the time of posting the schedule will be distributed first to casual employees on an equitable basis up to less than forty-five (45) hours on a bi-weekly basis for each casual employee. The remaining shifts will then be distributed to regular part time employees on a seniority basis providing they have indicated they want additional shifts. Such additional shifts, if possible, will be those shifts (ie: days, evenings or nights) the employee currently works on their Master rotation. Only where a regular part time employee is unavailable will a casual employee be scheduled these additional shifts above forty-five (45) hours on a bi-weekly basis. These additional casual shifts will be distributed by seniority.

c) All shifts that become available after the posting of the schedule will be distributed on a rotational seniority basis with all regular part time and casuals combined on the rotational call-in list. Seniority lists as posted twice a year, may amend the order in which employees are rotated.

c) Unless otherwise requested, no **full time** or regular part time employee will be scheduled to work two (2) weekends in a row.

- d) **Although casual employees have the option of refusing work when it is made available, casual employees cannot unreasonably or consistently refuse to work shifts. Casual employees who have continually refused call ins over a three (3) month period may be subject to discipline up to and including termination.**
- 14.08 a) An employee who reports for scheduled or call-in work, unless otherwise previously notified by the Employer, will receive a minimum of four (4) hours work or four (4) hours pay, or the actual hours worked at regular rates of pay, whichever is the greater.
- b) If an employee is called in to work with less than one (1) hour's notice prior to commencement of the shift and reports to work within one (1) hour of being called, she shall receive full pay for the entire shift.
- Example: Shift starts 6:00-2:00 called at 5:30 – must arrive by 6:30.
- c) If an employee is called in to work within an hour of the commencement of the shift and reports within one (1) hour of being called, she shall receive full pay for the entire shift.
- Example: Shift starts 6:00-2:00 called at 6:30 – must arrive by 7:30.
- 14.09 Part Time and Casual employees within the same classification may perform work on a call-in basis at both Huronview and Huronlea provided that employees who normally perform the work are not readily available.
- 14.10 There shall be a minimum of fourteen (14) hours between scheduled shifts for all employees.
- 14.11 Employees may exchange shifts within their classification provided that the exchange is requested and approved in writing not less than forty-eight (48) hours prior to the date of the earliest schedule change.
- The Employer shall not be liable for any overtime compensation or payment or loss made by reason of the exchange, under the terms of this Agreement. Such exchange shall have the approval of the immediate Supervisor which shall not be unreasonably withheld.
- 14.12 No employee shall suffer any loss of income by reason of an infection or infestation contacted in the course of and as a direct result of their duties as certified by a medical doctor.
- 14.13 Accumulated late time shall be deducted on a bi-weekly pay basis.
- 14.14 All employees shall be entitled to two (2) paid fifteen (15) minute rest breaks on each shift. There shall be one (1) such break in the first half of the shift and one (1) in the second half of the shift. The employees shall also be entitled to a one-half (½) hour unpaid lunch break.

14.15 Schedules shall be posted at least two (2) weeks in advance and such schedules shall be for a two (2) week period.

14.16 Education/Training - The Employer will endeavour to schedule any compulsory in-service or orientation programs in a manner which will allow employees to attend during scheduled working hours. If an employee is unable to attend this training at the time originally scheduled, the Employer will endeavour to reschedule the training. If an employee is unable to attend this rescheduled training and the Employer deems it essential that the employee receive that training, the training may be rescheduled for a special shift. The employee will be paid a minimum of four (4) hours straight time pay for that shift and may, in addition to the training, be required to perform regular duties during the four (4) hour period. The Employer may opt to reschedule the training required by the employee.

**(Effective January 1, 2015)**

14.17 **Where the Employer assigns an Employee to orient a newly hired Employee in this bargaining unit during her orientation period, the Employee who is training will receive a premium of \$1.50 per hour and the newly hired person will receive \$1.50 per hour less than the start rate of her classification. These revised payments will apply only during the period of orientation which shall not normally exceed five (5) days. This provision only applies when an SEIU bargaining unit member is assigned to orient a newly-hired Employee in this bargaining unit during her orientation period.**

#### **ARTICLE 15 - COMPASSIONATE LEAVES OF ABSENCE**

15.01 In the event of a death, an employee who has completed the probationary period shall be granted a compassionate leave of five (5) days without loss of pay or benefits for: parent, step-parent, parent-in-law, legal guardian, husband, wife, common-law-spouse as defined under the *Family Law Act*, child, child of spouse, child of common-law spouse, step-children, brother, sister and grandchild.

In the case of: brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, or grandparent of spouse, employees shall be granted compassionate leave of three (3) days.

In the case of an aunt, uncle, niece or nephew, employees shall be granted compassionate leave of one (1) day.

Spouse for the purpose of this Article includes same sex spouse.

Any bereavement leave under this clause must commence within five (5) calendar days of the death and must be taken on consecutive calendar days up to the maximum entitlement hereunder.

Where an employee's vacation is interrupted due to a death, the employee may substitute their bereavement leave entitlement for a like number of scheduled vacation days.

The Administrator may grant compassionate leave of absence with or without pay for other reasons or in excess of the above provisions if requested by an Employee and if in the opinion of the Administrator the request is reasonable.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### **16.01 Union Leave**

- a) It is agreed that any employee covered by the Agreement who is an officer of the Union, will be given every consideration to make it possible to attend all Union meetings and seminars when his presence is required, providing there is no additional expenses to the Employer and that mutual arrangements have been made for his period of duty. The Employer will pay the employees regular pay for such leave and the Union will reimburse the Employer.
- b) An employee who has been elected, appointed or otherwise selected to a full time position with the Union shall be entitled to a leave of absence without pay for the period during which she is to hold the position. Where an employee ceases to hold such office she shall be entitled to return to her former position or to such other position to which she may have been promoted by reason of seniority. On return to work such employee shall not be subject to any disciplinary action on the part of the Employer for activities related to her duties on behalf of the Union during her period of absence.

### **16.02 Pregnancy and Parental Leave**

- a) An employee who is pregnant and who has been employed for at least thirteen (13) weeks immediately preceding the estimated date of her delivery, shall be entitled to a pregnancy leave of up to seventeen (17) weeks in duration.  
The employee shall give written notice two (2) weeks prior to the date upon which she intends to commence the pregnancy leave, and provide a certificate from a legally qualified medical practitioner stating the expected birth date. If special circumstances arise out of the pregnancy and it is not possible to meet the obligation for notice, such notice as referred to above must be provided within two (2) weeks of stopping work.

The pregnancy leave continues for seventeen (17) weeks after it began, if the individual is entitled to a parental leave, or on the day that is six (6) weeks after the delivery, if the individual is not entitled to a parental leave, whichever is later. The employee may end the leave by giving at least four (4) weeks written notice of the day she intends to return.

## **PREGNANCY SUB PLAN**

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

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

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

**Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.**

**Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of seventeen (17) weeks. The employee will endeavour to provide a copy of the Employment Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.**

**The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.**

**The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.**

**The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.**

**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. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.**

- b) An employee who has been employed for at least thirteen (13) weeks is eligible for parental leave, whether they become a parent through the birth of their child, through adoption, or if they are in, or enter into, a relationship of some permanence with a parent of a child, and they intend to treat the child as their own. Such leave must commence within thirty-five (35) weeks of the day the child was born, or comes into custody, care and control of the employee for the first time.

Parental leave for an employee who has taken pregnancy leave must commence at the end of the pregnancy leave unless the child has not come into the care of the parent by that time. An employee must give two (2) weeks notice of the date that the parental leave is to begin. Where the child comes into the custody, care and control of the employee for the first time sooner than expected, the leave will begin on the day the employee stops working, and notice must be provided within two (2) weeks of stopping work.

Parental leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.

#### **PARENTAL LEAVE SUB PLAN**

**An employee on parental leave who is in receipt of Employment Insurance parental leave benefits shall be paid a supplemental Employment Insurance Benefit.**

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

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

**Other Income – Payments in respect to guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.**

**Such payment shall commence after the two (2) week employment insurance waiting period and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee will endeavour to provide a copy of the Employment**

**Insurance cheque stub within two (2) weeks of receipt of the employee's EI benefit.**

**The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.**

**The regular hourly rate shall be calculated to include all of the employee's insurable earnings as defined by the Employment Insurance System.**

**The SUB top-up by the Home would not take into account E.I. insurable earnings from sources other than this facility.**

**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. If deductions for the employee's share of the premiums are required, the Employer shall deduct these amounts from the SUB payments.**

- c) Where an employee has given written notice to begin either a pregnancy or parental leave, that notice may be changed to an earlier or later date by the giving of at least two (2) weeks notice.

Where notice to end a leave has been given, that notice may be changed to either an earlier or later date if the employee gives at least four (4) weeks notice.

- d) Employees will be enrolled and/or continue to be enrolled in a premium based benefit plan related to their employment unless the employee gives the Employer written notice that the employee does not intend to pay the employee's contribution, if any, to such premium based benefit plans. The Employer will continue to contribute its share of any premiums for such benefits while the employee continues absent on pregnancy or parental leave, unless the employee gives written notice that they do not intend to pay their contribution, if any.

Employees who choose to pay their portion, if any, of the premium for such premium based benefits may make such arrangements with the Employer as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by postdated cheques.

Where an employee gives written notice that they do not wish to pay their portion of a premium, coverage will be discontinued, and enrolment upon return to work will be subject to the requirements of the carrier.

- e) Employees are eligible to either begin or continue participation in any retirement benefit, or pension plan, during any leave, and unless the employee gives the Employer written notice that the employee does not intend to pay their contribution, if any, the Employer shall begin or continue to make the Employer's contribution.

Employees who participate may make such arrangements with the Employer for the payment of their share of the contribution as are mutually satisfactory, but failing such arrangements, it would be expected that the employee would make such payments by postdated cheques.

Employees participating in either a retirement benefit or a pension plan in which they have the right to vary the level of contribution, may continue to do so during the leave.

- f) An employee will continue to accumulate seniority during pregnancy leave or parental leave.

Where seniority is calculated based on hours worked, then the calculation will be based on the average of hours worked during the twenty-six (26) complete pay periods immediately preceding the pay period in which the leave commenced.

- g) Upon return to work, the employee shall be reinstated to the position the employee held at the time the leave commenced, if it still exists, or to a comparable position, if it does not. The reinstated employee shall be entitled to be paid the wages the employee was earning at the time the leave commenced, or the wages the employee would be earning if the employee worked throughout the leave, whichever is greater.

16.03 Adoption Leave - Adoption Leave will be granted in accordance with the provisions of the *Employment Standards Act*.

16.04 Leave without pay up to five (5) working days shall be granted to a male employee on the occasion of the birth of his child.

16.05 Family Medical Leave - Family medical leave will be granted in accordance with the *Employment Standards Act*, as amended from time to time.

16.06 The Employer may, at its discretion, grant leave of absence without pay and without loss of seniority, to an employee for personal reasons. All requests for such leaves of absence shall be in writing to the Employer. Benefit premiums during this leave must be paid in advance by the employee at the time the leave commences, excluding sick leave benefit, which will not be in effect during personal leaves of absence.



16.07 Pre-paid Leave Plan:

- a) Description - The Four Years Over Five Plan has been developed to afford full time employees the opportunity of taking one (1) year leave of absence with part pay by spreading four (4) years' salary over a five (5) year period.
- b) Application - A full time employee shall be entitled to join the plan by registering with the Employer before the end of any month to commence deduction two (2) months later in the same year so that the leave may commence the beginning of the latter month four (4) years later. Seniority shall be the deciding factor when some of the applicants have to be denied.
- c) Payment Formula and Leave of Absence:
  - i) In the first four (4) years, a full time employee will be paid 80% of her/his regular salary. The remaining 20% of salary will be deposited in a bank account. The total amount of that bank account, excluding interest, shall be paid to the employee during the year of leave. Payment will be made through the payroll of the Employer, who will be reimbursed by the bank on a bi-weekly basis.
  - ii) **Employee's benefits will be maintained from the date of enrolment and during the leave of absence. Benefits tied to earning including Long-Term Disability and Life Insurance will be reduced by 20% during the program.**

**Employees will have reduced benefits with respect to OMERS, life insurance, accidental death and dismemberment, vacation entitlement and any other extended benefits that are geared to salary. For those benefits not tied to earnings, the employee will contribute 20% of the County's fixed rate premium in each of the five (5) years.**

**Paid vacation will not accrue during the leave period.**
  - iii) The leave of absence shall be taken only in the fifth year of the plan. The full time employee shall accumulate seniority during leave of absence under this plan.
- d) Terms of Reference:
  - i) On returning from leave, a full time employee shall be placed in their former position and shall be paid in accordance with the then existing salary schedule. If the position no longer exists or the full time employee has received notice of layoff, the provisions of the layoff clause shall apply.

- ii) In the event of death or termination of employment, any monies on deposit to the credit of the full time employee including any accrued interest will be returned to the employee or the employee's estate.
- iii) The Employer and the employee may agree to defer the leave of absence for any reason.
- iv) Pension deductions are to be continued providing the Ontario Municipal Employees Retirement System (O.M.E.R.S.) approves this plan for pension purposes.
- v) A full time employee may withdraw from the Plan any time up to twelve (12) months prior to the date the leave of absence is to begin. Upon withdrawal, any monies accumulated, including any accrued interest, will be paid to the employee within sixty (60) days of notification of his/her desire to leave the plan.
- vi) The full time employee shall not be entitled to vacation credits during his/her leave of absence.
- vii) The full time employee shall not be paid for sick leave during his/her leave of absence.

**ARTICLE 17 - JURY DUTY**

17.01 When a full time employee is required to work on a jury he shall be relieved of his duties for such time as may be required and he shall be paid the difference between his fee as a juror, not including expense monies, and his earnings for time lost.

17.02 Where a part time employee is required to work on a jury on a regularly scheduled work day, they shall be relieved of their duties for such time as may be required and shall be paid the difference between the fee as a juror, not including expense monies, and their normal earnings for the time lost.

**ARTICLE 18 - PUBLIC AND STATUTORY HOLIDAYS**

18.01 The following public and statutory holidays, regardless of when they fall, will be granted with pay to all full time employees who have completed their probationary period.

- |                |  |
|----------------|--|
| New Year's Day | Labour Day                                 |
| Good Friday    | Thanksgiving Day                           |
| Easter Monday  | Remembrance Day                            |
| Victoria Day   | Christmas Day                              |
| Canada Day     | Boxing Day                                 |
| Civic Holiday  | <b>Family Day (effective Jan. 1, 2016)</b> |

**Holiday pay shall be equal to the total amount of regular earnings payable to the employee in the four (4) work weeks before the work week in which the holiday occurred, divided by twenty (20).**

- a) To be eligible for holiday pay, an employee must work at least one-half ( $\frac{1}{2}$ ) of the work day immediately preceding the holiday and one-half ( $\frac{1}{2}$ ) of the work day immediately following such holiday. Provided that this restriction shall not apply to an employee who has been absent and receiving Workplace Safety and Insurance or sick benefits under the group insurance plan up to but not including the statutory holiday, where such employee has worked the full work day immediately following such holiday; nor shall this restriction apply to an employee who has worked the full day immediately preceding such holiday but who is absent and received Workplace Safety and Insurance or sick benefits under the group insurance plan for the work day immediately following such holiday; or, by reason of a death occurring in his immediate family. Immediate family for the purpose of this section shall be deemed to mean:

parent, step-parent, legal guardian, spouse, common law spouse as defined under the *Family Law Act*, child, child of spouse, child of common law spouse, step children, brother, sister and grandchild."

- b) If a full time employee is scheduled to work on any paid holiday, he or she may elect either:
1. Pay at one and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay for work performed on such holiday in addition to the employee's regular pay; or
  2. Pay at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of pay for work performed on such holiday and an alternative day off. Employees will be allowed to accumulate up to three (3) statutory holidays, but all statutory holidays must be taken by December 1<sup>st</sup> of each year.
  3. For non-emergency situations a minimum of five (5) days notice shall be given for the use of lieu days. If an employee wishes to add a lieu day to this vacation, this request must be submitted at the time of requesting vacation in accordance with Article 19.01.

#### 18.02 Float Holidays

- a) Each full time employee shall be granted one (1) absent day with pay in each calendar year. During the employee's first year of service, the foregoing absent day shall not apply to an employee with less than six (6) months service as of December 31<sup>st</sup> of that year.
- b) Part time employees shall be granted one (1) absent float day with pay, based on their normal work hours. Such float day may be given subject to

operational requirements and provided three (3) days notice is given to the Employer.

**18.03** For all regular part time and casual Employees who work the statutory holiday, they shall be paid one and one-half (1 ½) times their regular rate of pay for all hours worked on the holiday plus their entitlement to holiday pay as above.

**18.04** For the purposes of paying time and one-half (1 ½) on Statutory Holidays, it will be paid on the shifts in which the majority of hours worked fall on the statutory holiday.

## **ARTICLE 19 - VACATIONS**

**19.01** Vacation days and vacation pay for bargaining unit employees is outlined below.

- a) For the summer vacation period of June 1<sup>st</sup> to September 1<sup>st</sup>, employees will submit their written vacation requests not later than April 15<sup>th</sup>. Responses to the written requests will be provided no later than May 1<sup>st</sup>.
- b) For the period of December 15<sup>th</sup> to January 15<sup>th</sup>, employees will submit their written vacation requests not later than October 15<sup>th</sup>. Responses to the written requests will be provided no later than November 30<sup>th</sup>. The Employer will schedule the Christmas and New Years' days off based on Employee requests. Where conflicts exist, seniority is the determining factor. It is understood that Employees are expected to work either Christmas or New Years' Day.
- c) All requests for vacation outside of the time periods listed above must be made in writing prior to the Monday of the week of the posting of the work schedule.
- d)
  - i) The Employer will grant vacation requests subject to seniority provisions, operational requirements, requests for vacation weeks in 7 day blocks and vacation quota which shall not be unduly restrictive. Requests for vacation blocks will be granted prior to requests for single day vacation requests. Requests for single day vacations on a weekend will be limited to two (2) days in any given month.
  - ii) In the event of conflicts, seniority shall prevail.
  - iii) Employees may submit a vacation request for one (1) single day in a posted schedule with 2 weeks' notice. The request will only be approved once a replacement staff is found for the shift and provided the request does not exceed the quota for maximum number of employees that can be on vacation on

said day. The Employer will only consider last minute requests in special circumstances.

- e) Should a full time employee not have enough sick credits to bridge their wage until they are eligible to collect short term disability benefits, they will have the option of using vacation.
- f) All vacation requests in the duration of one week (or in increments of one week) shall be scheduled to commence on Monday unless otherwise requested by the Employee.
- g) In the event a full time employee will exceed the one (1) years' entitlement in her/his vacation bank at the time of Sick Leave, they will be required to use vacation prior to accessing Long-Term Disability benefits or upon return to work whichever is sooner.
- h) No more than one (1) years' entitlement plus ten (10) days of vacation credits can be in your vacation bank at any point in time. The ten day carryover will be reviewed at the end of this collective agreement.

**19.02 Full Time Vacation**

a) All full-time employees will be granted vacation as follows:

**Effective January 1, 2015:**

<b>Years of Service</b>	<b>Vacation Entitlement</b>	<b>Vacation Pay</b>
<b>Less than five (5) years of bargaining unit service</b>	<b>9.375 hours per month</b>	<b>6% of earnings</b>
<b>Completed five (5) years of bargaining unit service</b>	<b>12.5 hours per month</b>	<b>8% of earnings</b>
<b>Completed fifteen (15) years of bargaining unit service</b>	<b>15.625 hours per month</b>	<b>10% of earnings</b>
<b>Completed twenty-three (23) years of bargaining unit service</b>	<b>17.5 hours per month</b>	<b>11% of earnings</b>
<b>Completed twenty-four (24) years of bargaining unit service</b>	<b>18.125 hours per month</b>	<b>11.5% of earnings</b>
<b>Completed twenty-five (25) years of bargaining unit service</b>	<b>18.75 hours per month</b>	<b>12% of earnings</b>

**Effective January 1, 2017, one (1) year of service will equal 1,800 hours.**

<b>Years of Service</b>	<b>Vacation Entitlement</b>	<b>Vacation Pay</b>
<b>Less than five (5) years of bargaining unit service</b>	<b>9.375 hours per month</b>	<b>6% of earnings</b>
<b>Completed five (5) years of bargaining unit service</b>	<b>12.5 hours per month</b>	<b>8% of earnings</b>
<b>Completed fifteen (15) years of bargaining unit service</b>	<b>15.625 hours per month</b>	<b>10% of earnings</b>

<b>Completed twenty-three (23) years of bargaining unit service</b>	<b>17.5 hours per month</b>	<b>11% of earnings</b>
<b>Completed twenty-four (24) years of bargaining unit service</b>	<b>18.125 hours per month</b>	<b>11.5% of earnings</b>
<b>Completed twenty-five (25) years of bargaining unit service</b>	<b>18.75 hours per month</b>	<b>12% of earnings</b>

- b) **Vacation pay will be calculated and credited to the employees' vacation pay bank on the 28<sup>th</sup> of each month for all earnings from the 28<sup>th</sup> of the previous month to the 27<sup>th</sup> of the current month. For clarity, the Parties agree that income received pursuant to the Employer's Short Term Disability Plan is considered earnings for the purposes of calculating vacation pay.**
- c) **Employees who do not have earnings between the 28<sup>th</sup> of the previous month and the 27<sup>th</sup> of the current month will still accrue vacation entitlement to be taken as unpaid vacation.**
- d) **It is agreed between the Parties hereto that a week vacation for full-time employees, is seven (7) days off with five (5) days' pay.**
- e) **An Employee who becomes ill or disabled as confirmed by a doctor's certificate prior to commencing his/her scheduled vacation will have his/her vacation rescheduled at a mutually convenient time after recovery.**

**19.03 Part Time Vacation**

**Effective January 1, 2015:**

<b>Length of Service</b>	<b>Entitlement</b>
<b>Less than 1,950 hours of service</b>	<b>Two (2) weeks' vacation and pay based on four (4) percent of earnings</b>
<b>After 1,950 hours of service</b>	<b>Three (3) weeks' vacation and pay based on six (6) percent of the previous years' earnings</b>
<b>After 9,750 hours of service</b>	<b>Four (4) weeks' vacation and pay based on eight (8) percent of the previous years' earnings</b>
<b>After 29,250 hours of service</b>	<b>Five (5) weeks' vacation and pay based on ten (10) percent of the previous years' earnings</b>
<b>After 44,850 hours of service</b>	<b>Five (5) weeks' plus three (3) days' vacation and pay based on eleven (11) percent of the previous years' earnings</b>
<b>After 48,750 hours of service</b>	<b>Six (6) weeks' vacation and pay based on twelve (12) percent of the previous years' earnings</b>

**Effective January 1, 2017:**

<b>Length of Service</b>	<b>Entitlement</b>
<b>Less than 1,800 hours of service</b>	<b>Two (2) weeks' vacation and pay based on four (4) percent of earnings</b>
<b>After 1,800 hours of service</b>	<b>Three (3) weeks' vacation and pay based on six (6) percent of the previous years' earnings</b>
<b>After 9,000 hours of service</b>	<b>Four (4) weeks' vacation and pay based on eight (8) percent of the previous years' earnings</b>
<b>After 27,000 hours of service</b>	<b>Five (5) weeks' vacation and pay based on ten (10) percent of the previous years' earnings</b>
<b>After 41,400 hours of service</b>	<b>Five (5) weeks' plus three (3) days' vacation and pay based on eleven (11) percent of the previous years' earnings.</b>
<b>After 45,000 hours of service</b>	<b>Six (6) weeks' vacation and pay based on twelve (12) percent of the previous years' earnings</b>

**19.04 For the purpose of determining total earnings for the purposes of calculating part-time employees' vacation pay entitlements, it is agreed by the Parties that the payments made to part-time Employees in lieu of fringe benefits shall not be included in determining total earnings in calculating vacation pay.**

**19.05 When a part time employee transfers to full time employment, the employee will receive all outstanding vacation pay earned as a part time employee to date on the date of transfer. The employee's part-time hours of service will be calculated to determine their placement on the full-time vacation grid at Article 19.02(a). Beginning the month in which the employee commences full-time employment, the employee will begin to accrue their monthly vacation entitlement and vacation pay in accordance with Article 19.02(a).**

**ARTICLE 20 – HEALTH AND SAFETY**

**20.01 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 prepare a comprehensive policy on resident handling and safe work practices within six (6) months of the date of settlement/award. Such policies will be reviewed by the Joint Health and Safety Committee.**

**20.02 A joint management and employee Health and Safety Committee shall be constituted with representation of at least half by employees from the various bargaining units and of employees who are not represented by Unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of**

hazards and standards elsewhere. The committee shall normally meet at least quarterly.

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 tuition 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.

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

In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

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



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

20.05 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.

20.06 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.

20.07 Violence

- (a) The parties agree that violence shall be defined as any incident in which an employee is abused, threatened or assaulted while performing his or her work. The parties agree it includes the application of force, threats with or without weapons and severe verbal abuse. The parties agree that such incidents will not be condoned. Any employee who believes he/she has been subjected to such incident shall report this to a supervisor who will make every reasonable effort to rectify the situation. For purposes of sub-article (a) only, employees as referred to herein shall mean all employees of the Employer.
- (b) The Employer agrees to develop formalized policies and procedures in consultation with the Joint Health and Safety Committee to deal with workplace violence. The policy will address the prevention of violence and the management of violent situations and support to employees who have faced workplace violence. These policies and procedures shall be communicated to all employees.
- (c) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (d) The Employer agrees to provide training and information on the prevention of violence to all employees who come into contact with potentially aggressive persons. This training will be done during a new employee's orientation and updated as required.
- (e) Subject to appropriate legislation, and with the employee's consent, the Employer will inform the Union within three (3) days of any employee who has been subjected to violence while performing his/her work. Such information shall be submitted in writing to the Union as soon as practicable.

**20.08 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 Occupational Health and Safety Act are carried out in the workplace.

**20.09 A worker shall,**

- (a) work in compliance with the provisions of the Occupational Health and Safety Act and the regulations;
- (b) use or wear the equipment, protective devices or clothing that the worker's employer requires to be used or worn;
- (c) report to his or her employer or supervisor the absence of or defect in any equipment or protective device of which the worker is aware and which may endanger himself, herself or another worker; and
- (d) report to his or her employer or supervisor any contravention of the Occupational Health and Safety Act or the regulations or the existence of any hazard of which he or she knows.

**20.10 Injured Workers Provisions**

At the time an injury occurs, the injured worker's employer shall provide transportation for the worker (if the worker needs it) to a hospital or a physician located within a reasonable distance or to the worker's home. The employer shall pay for the transportation.

**20.11 Infectious Diseases**

The Employer and the Union desire to arrest the spread of infectious diseases in the nursing home.

To achieve this objective, the Joint Occupational Health and Safety Committee may review and offer input into infection control programs and protocols including surveillance, outbreak control, isolation, precautions, worker education and training, and personal protective equipment.

The Employer will provide training and ongoing education in communicable disease recognition, use of personal protective equipment, decontamination of equipment, and disposal of hazardous waste.

**20.12 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.

20.13 The Employer will use its best efforts to record and report all needlesticks and sharps incidents.

20.14 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.

It is understood that such resident occurrences will be reviewed at the Resident Care Conference.

20.15 The Joint Health and Safety Committee will discuss and shall recommend, where appropriate, appropriate measures to promote health and safety in workplaces, including, but not limited to:

Musculoskeletal Injury Prevention

Needle Stick Injury Prevention

Personal Protective Equipment

Training designed to ensure competency under the Act for those persons with supervisory responsibilities

20.16 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.

Where a bargaining unit member complains of harassment by another bargaining unit member, she shall bring such complaint to the attention of the Employer and the Union. The Employer and the Union will then initiate a complete and joint investigation of the complaint and report the findings back to the complainant who shall be accompanied by a Steward. If the complaint directly or indirectly involves the complainant's supervisor or a Steward she may contact an alternate person in management or the Union to ensure that the complaint is handled in a discreet, confidential and timely fashion.

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

## **ARTICLE 21 – INJURY AND DISABILITY**

21.01 Where an employee is absent due to illness or injury which is compensable by WSIA, the following shall apply:

(a) The employee will be eligible for WSIA benefits in accordance with the WSIA.

(b) If a person on WSIB returns to his/her employment, for purposes of calculating vacation entitlement in the year of her return, service will accrue while on WSIB.

(c) An employee shall maintain regular contact with the Employer during the absence and will co-operate in the Employer's Return to Work program.

21.02 In the case of an absence due to a compensable accident, the employee will be paid at her regular rate of pay for all scheduled hours on the day of the accident.

21.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is four (4) months or more, the Employer will post notice of the vacancy in accordance with the job posting procedure (Article 13) of this Agreement. Where the anticipated absence is less than four (4) months, the Employer may fill the position at his discretion.

21.04 The injured employee shall have a period of thirty-six (36) months from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 12 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

21.05 (a) **If an employee returns to work within one hundred and four (104) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee will be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.**

(b) If an employee who has been employed for more than fifty-two (52) weeks returns to work after one hundred and four (104) weeks following the commencement of the WSIB claim but prior to thirty-six (36) months mentioned in Article 21.05 a) above, she shall be returned to her former job, or to work of a comparable nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 12. (This would be effected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

This clause shall be interpreted consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

21.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature on a permanent basis, the employee shall be accommodated in a manner consistent with the Ontario Human Rights Code, and the Workplace Safety and Insurance Act.

21.07 The Employer agrees to meet with the Union to discuss modified duties at both parties earliest convenience, but it is understood this will not delay the commencement of Modified Duties for and employee.

## **ARTICLE 22 - INSURANCE, MEDICAL AND HOSPITALIZATION**

22.01 The Employer agrees to pay the cost covering the following items for all full time Employees:

- 100% of the Major Medical Plan in force in the County of Huron, or equivalent (generic substitution required unless specifically required by physician otherwise);
- 100% of the Ontario Hospital Insurance Plan (OHIP) and Supplementary coverage in force in the County of Huron, or equivalent;
- 100 % of the Basic Optical Plan - \$300/2yrs;
- 75% of the Preventive Basic Dental Care Plan, or equivalent, in force in the County of Huron, at current ODA fee guide, 9 month recall;
- 100% of the Group Life Insurance Plan in force in the County of Huron, or equivalent;
- 100% of an Employee Assistance Program.
- Chiropractic care; The \$350 per annum deductible is eliminated effective June 15, 2011, in relation to chiropractic services received by full-time Employees on or after June 15, 2011.
- **Effective January 1, 2015, the Massage Therapy benefit increases to \$500 per annum.**

22.02 The Employer agrees to provide a Sick and Short Term Disability Plan and a Long Term Salary Continuance Plan as outlined in Schedule "B" of this Agreement. These Plans may be subject to change if approved by County Council as long as the Plan is equivalent to the current provisions and after discussion with the bargaining agent for the Employees.

## **ARTICLE 23 - UNIFORMS**

23.01 Uniforms and any apparel required by the Employer to be worn by the Employee in the course of their duties shall be provided, laundered and replaced by the Employer. Commencing with the first full pay period following June 15, 2011, the Employer will provide full-time employees with a uniform allowance of \$130.00 per annum and part-time employees with a uniform allowance of seven cents (\$.07) per hour worked. These monies for uniform allowance are to be paid with the bi-weekly pay.

23.02 Management will provide coveralls, safety gloves and safety boots as may be deemed necessary for the Handyperson. All clothing provided shall remain on the premises and be replaced as deemed necessary.

23.03 The Employer agrees to pay the full cost of repair or if necessary, the full cost of replacement of an Employee's glasses or uniforms damaged as a result of actions by a Resident and must be submitted within thirty (30) days.

#### **ARTICLE 24 - GENERAL**

24.01 The Employer will provide a bulletin board for the convenience of the Union in posting notices of Union activities.

24.02 The Employer agrees to provide a copy of job descriptions with any changes to the Union.

#### **ARTICLE 25 - PENSION PLAN**

25.01 The Employer agrees to continue the present pension plan coverage for all full time and part time Employees coming under this Agreement.

25.02 Employees shall be allowed to take early retirement after January 1, 1988, who are between fifty-five (55) and sixty-five (65) years of age with a minimum of twenty-five (25) years of service with Huron County. The cost of basic OHIP, health care, semi-private hospital coverage, and \$5,000 of Group Life Insurance will be cost shared seventy-five percent (75%) by the County and twenty-five percent (25%) by the Employee. Employees shall be required to pay to the Treasurer, County of Huron, their share of the fringe benefit costs monthly in advance. All eligible Employees shall be enrolled on the first day of July, 1988.

#### **ARTICLE 26 - WAGES**

26.01 a) The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the wages as set out in Schedule "A" attached hereto, which is hereby made a part of this Agreement.

b) Part time Employees shall be paid for all hours worked in accordance with the rates in Schedule "A". In addition all part time Employees, except Students, will be paid an additional **ten percent (10%)** of their wages per hour in lieu of the following benefits payable to or for full time Employees:

- 1) Life Insurance - as per section 20.01
- 2) Major Medical Plan - as per section 20.01
- 3) Basic Optical Plan - as per section 20.01
- 4) Dental Care - as per section 20.01
- 5) Sick and Short Term Disability Plan and Long Term Salary Continuance Plan - as per section 20.02

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- 26.04 All Employees will be paid bi-weekly through a direct deposit on every second Thursday for the payroll period ending on the previous Thursday.
- 26.05 Any errors in pay of one shift or more shall be paid by separate direct deposit pay the following week at the Employer's earliest opportunity, unless waived by the Employee. Errors of less than one shift shall be corrected on the following pay.
- 26.06 In the event that a new classification is created during the term of this Agreement, the Employer agrees that the Administrator and the Union Representative shall meet to discuss the job content and wage rate for such classification not later than thirty (30) days after it is implemented.
- 26.07 Shift Premium - All Employees who work between the hours of 1500 and 0700 hours shall be entitled to a Shift Premium of **seventy-five cents (75¢) per hour**.
- 26.08 Weekend Premium- Effective the first full pay period following June 15, 2011, all Employees who work between the hours of 2300 Friday to 2300 Sunday, shall be entitled to a Weekend Premium of fifteen cents (\$.15) per hour.

#### **ARTICLE 27 - TERMINATION**

- 27.01 This Agreement shall remain in full force until **December 31<sup>st</sup>, 2017**, and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days and not less than thirty (30) days, before the date of its termination, either party shall furnish the other with notice of termination of or proposed revision of this Agreement.
- 27.02 Retroactivity - shall be paid based on all paid hours from **January 1<sup>st</sup>, 2015** and is to be paid within thirty (30) days following ratification. Any Employee who has left the employ of the Employer during this period is to be notified at his/her address on record within thirty (30) days following ratification and shall claim his/her retroactivity within a period of a further thirty (30) days.



IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

Dated at Clinton, Ontario this 19 day of February, 2015

FOR THE EMPLOYER

FOR THE UNION

Paul Anderson  
Brude DeLan  
Susan Linn

[Signature]  
Karen Dalton  
Sharon McKenzie  
Glenda Chaput  
Mary L. Gray

**SCHEDULE 'A'**  
**HURONVIEW / HURONLEA HOMES FOR THE AGED**

Wage Increases	CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEAR
	<b>REGISTERED PRACTICAL NURSE</b>				
1%	January 1, 2015	\$ 24.82	\$ 26.44	\$ 28.02	\$ 28.82
	Adjustment \$0.20	\$ 25.02	\$ 26.64	\$ 28.22	\$ 29.02
1%	July 1, 2015	\$ 25.27	\$ 26.91	\$ 28.50	\$ 29.31
1%	January 1, 2016	\$ 25.52	\$ 27.18	\$ 28.79	\$ 29.60
1%	July 1, 2016	\$ 25.78	\$ 27.45	\$ 29.08	\$ 29.90
1%	January 1, 2017	\$ 26.04	\$ 27.72	\$ 29.37	\$ 30.20
	Adjustment \$0.20	\$ 26.24	\$ 27.92	\$ 29.57	\$ 30.40
1%	July 1, 2017	\$ 26.50	\$ 28.20	\$ 29.87	\$ 30.70
	<b>COOK</b>				
1%	January 1, 2015	\$ 21.48	\$ 22.03	\$ 23.93	\$ 24.15
1%	July 1, 2015	\$ 21.69	\$ 22.25	\$ 24.17	\$ 24.39
1%	January 1, 2016	\$ 21.91	\$ 22.47	\$ 24.41	\$ 24.63
1%	July 1, 2016	\$ 22.13	\$ 22.69	\$ 24.65	\$ 24.88
1%	January 1, 2017	\$ 22.35	\$ 22.92	\$ 24.90	\$ 25.13
1%	July 1, 2017	\$ 22.57	\$ 23.15	\$ 25.15	\$ 25.38
	<b>ACTIVATION STAFF</b>				
1%	January 1, 2015	\$ 21.48	\$ 22.03	\$ 23.93	\$ 24.15
1%	July 1, 2015	\$ 21.69	\$ 22.25	\$ 24.17	\$ 24.39
1%	January 1, 2016	\$ 21.91	\$ 22.47	\$ 24.41	\$ 24.63
1%	July 1, 2016	\$ 22.13	\$ 22.69	\$ 24.65	\$ 24.88
1%	January 1, 2017	\$ 22.35	\$ 22.92	\$ 24.90	\$ 25.13
1%	July 1, 2017	\$ 22.57	\$ 23.15	\$ 25.15	\$ 25.38
	<b>PERSONAL SUPPORT WORKER</b>				
1%	January 1, 2015	\$ 21.32	\$ 21.90	\$ 23.82	\$ 24.05
1%	July 1, 2015	\$ 21.53	\$ 22.12	\$ 24.06	\$ 24.29
1%	January 1, 2016	\$ 21.75	\$ 22.34	\$ 24.30	\$ 24.53
1%	July 1, 2016	\$ 21.97	\$ 22.56	\$ 24.54	\$ 24.78
1%	January 1, 2017	\$ 22.19	\$ 22.79	\$ 24.79	\$ 25.03
1%	July 1, 2017	\$ 22.41	\$ 23.02	\$ 25.04	\$ 25.28

	<b>CLASSIFICATION</b>	<b>START</b>	<b>6 MONTHS</b>	<b>1 YEAR</b>	<b>2 YEAR</b>
	<b>HEALTH CARE AIDE</b>				
1%	January 1, 2015	\$ 21.32	\$ 21.90	\$ 23.82	\$ 24.05
1%	July 1, 2015	\$ 21.53	\$ 22.12	\$ 24.06	\$ 24.29
1%	January 1, 2016	\$ 21.75	\$ 22.34	\$ 24.30	\$ 24.53
1%	July 1, 2016	\$ 21.97	\$ 22.56	\$ 24.54	\$ 24.78
1%	January 1, 2017	\$ 22.19	\$ 22.79	\$ 24.79	\$ 25.03
1%	July 1, 2017	\$ 22.41	\$ 23.02	\$ 25.04	\$ 25.28
	<b>VAN DRIVER</b>				
1%	January 1, 2015	\$ 21.32	\$ 21.90	\$ 23.82	\$ 24.05
1%	July 1, 2015	\$ 21.53	\$ 22.12	\$ 24.06	\$ 24.29
1%	January 1, 2016	\$ 21.75	\$ 22.34	\$ 24.30	\$ 24.53
1%	July 1, 2016	\$ 21.97	\$ 22.56	\$ 24.54	\$ 24.78
1%	January 1, 2017	\$ 22.19	\$ 22.79	\$ 24.79	\$ 25.03
1%	July 1, 2017	\$ 22.41	\$ 23.02	\$ 25.04	\$ 25.28
	<b>HOUSEKEEPING AIDE</b>				
1%	January 1, 2015	\$ 20.94	\$ 21.48	\$ 23.41	\$ 23.63
1%	July 1, 2015	\$ 21.15	\$ 21.69	\$ 23.64	\$ 23.87
1%	January 1, 2016	\$ 21.36	\$ 21.91	\$ 23.88	\$ 24.11
1%	July 1, 2016	\$ 21.57	\$ 22.13	\$ 24.12	\$ 24.35
1%	January 1, 2017	\$ 21.79	\$ 22.35	\$ 24.36	\$ 24.59
1%	July 1, 2017	\$ 22.01	\$ 22.57	\$ 24.60	\$ 24.84
	<b>LAUNDRY AIDE</b>				
1%	January 1, 2015	\$ 20.94	\$ 21.48	\$ 23.41	\$ 23.63
1%	July 1, 2015	\$ 21.15	\$ 21.69	\$ 23.64	\$ 23.87
1%	January 1, 2016	\$ 21.36	\$ 21.91	\$ 23.88	\$ 24.11
1%	July 1, 2016	\$ 21.57	\$ 22.13	\$ 24.12	\$ 24.35
1%	January 1, 2017	\$ 21.79	\$ 22.35	\$ 24.36	\$ 24.59
1%	July 1, 2017	\$ 22.01	\$ 22.57	\$ 24.60	\$ 24.84
	<b>HANDY PERSON</b>				
1%	January 1, 2015	\$ 20.94	\$ 21.48	\$ 23.41	\$ 23.63
1%	July 1, 2015	\$ 21.15	\$ 21.69	\$ 23.64	\$ 23.87
1%	January 1, 2016	\$ 21.36	\$ 21.91	\$ 23.88	\$ 24.11
1%	July 1, 2016	\$ 21.57	\$ 22.13	\$ 24.12	\$ 24.35
1%	January 1, 2017	\$ 21.79	\$ 22.35	\$ 24.36	\$ 24.59
1%	July 1, 2017	\$ 22.01	\$ 22.57	\$ 24.60	\$ 24.84
	<b>FOOD SERVICE WORKER</b>				
1%	January 1, 2015	\$ 20.94	\$ 21.48	\$ 23.41	\$ 23.63
1%	July 1, 2015	\$ 21.15	\$ 21.69	\$ 23.64	\$ 23.87
1%	January 1, 2016	\$ 21.36	\$ 21.91	\$ 23.88	\$ 24.11
1%	July 1, 2016	\$ 21.57	\$ 22.13	\$ 24.12	\$ 24.35
1%	January 1, 2017	\$ 21.79	\$ 22.35	\$ 24.36	\$ 24.59
1%	July 1, 2017	\$ 22.01	\$ 22.57	\$ 24.60	\$ 24.84

	CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEAR
	<b>DIETARY AIDE</b>				
1%	January 1, 2015	\$ 20.94	\$ 21.48	\$ 23.41	\$ 23.63
1%	July 1, 2015	\$ 21.15	\$ 21.69	\$ 23.64	\$ 23.87
1%	January 1, 2016	\$ 21.36	\$ 21.91	\$ 23.88	\$ 24.11
1%	July 1, 2016	\$ 21.57	\$ 22.13	\$ 24.12	\$ 24.35
1%	January 1, 2017	\$ 21.79	\$ 22.35	\$ 24.36	\$ 24.59
1%	July 1, 2017	\$ 22.01	\$ 22.57	\$ 24.60	\$ 24.84
	<b>STUDENTS</b>				
1%	January 1, 2015	\$ 12.97	\$ 13.18	\$ 13.34	\$ 13.54
1%	July 1, 2015	\$ 13.10	\$ 13.31	\$ 13.47	\$ 13.68
1%	January 1, 2016	\$ 13.23	\$ 13.44	\$ 13.60	\$ 13.82
1%	July 1, 2016	\$ 13.36	\$ 13.57	\$ 13.74	\$ 13.96
1%	January 1, 2017	\$ 13.49	\$ 13.71	\$ 13.88	\$ 14.10
1%	July 1, 2017	\$ 13.62	\$ 13.85	\$ 14.02	\$ 14.24

(Includes Pay Equity Adjustments)

**Retroactive Payments** – Any new employee hired since January 1, 2015, is to receive a pro-rated wage adjustment from the date of employment. The Employer will issue retroactivity to all current and former Employees within thirty (30) days of ratification.

Employees who have terminated prior to the date of the Award and since January 1, 2015 will be notified by the Employer by registered mail, sent to the last address on file for such employees, within two weeks of the Award. Such employees will have thirty (30) days from the date of mailing to make claim for retroactive payment after which the Employer shall no longer be liable.

**NOTE:** Part time Employees and students shall progress through the salary schedule on the basis of 1950 hours equals one (1) year of service.

**Part Time In-Lieu:** Effective the first full pay period following ratification, all part time employees, except students, will be paid an additional ten percent (10%) of their wages per hour in lieu of benefits paid to full time Employees.

**Food Service Worker and Dietary Aide Premium:** Employees working in the Nutrition Care Department, and who have a current Safe Food Handlers Certificate, shall be paid an additional ten cents (10¢) per hour.

**Maintenance Premium:** Employees working in the Custodial Maintenance Department, and who have a Custodial Maintenance Certificate shall be paid an additional ten cents (10¢) per hour.

**LETTERS OF UNDERSTANDING**

**1) Re: No Pay Days**

The Parties agree that each Employee shall be entitled to ten (10) No Pay Days per calendar year at their discretion. Employees must give a minimum of five (5) days notice, except in the case of proven emergency, and finding replacements shall be the Employer's responsibility. Employees may apply for an extension but any extension to the ten (10) days above, is to be at the Employer's discretion.

**2) Re: No Contracting Out**

The Employer agrees not to contract out work presently performed by the Bargaining Unit.

The above two (2) Letters of Understanding dated this 14, day of February 2015.

**FOR THE EMPLOYER**

*Paul Anderson*  
*Shirley Ireland*  
*[Signature]*  
*Susan Linn*  
   
 

**FOR THE UNION**

   
*J. [Signature]*  
*Karen Dalton*  
*Sharon McKenzie*  
*Geanda Chaput*  
*Mona Locksaj*

## **NURSING GRADUATE GUARANTEE FOR NEW GRADUATE NURSES**

**The Homes for the Aged may introduce Supernumerary positions to be offered to new Registered Practical Nurse graduates.**

**The parties to this agreement expressly understand that the terms of this Letter of Understanding to not trump any of the provisions and rights flowing from the Employer's Collective Agreement with SEIU, Local 1 Canada.**

**Where such positions are introduced, the following will apply:**

**Definition: Newly Graduated Registered Practical Nurse**

- **"New Graduate Nurse" means a person who has, within six (6) months prior to matching to a Bridging Position, graduated from a Canadian RPN program.**

**These are Supernumerary Positions – meaning the New Graduate Initiative is a new graduate registered through the Ministry of Health and Long-Term Care Health Force Ontario Portal and the Employer registered vacancies through the Health Force Ontario Nurses Career Start Gateway (Online Gateway) Portal.**

**The number of Supernumerary Positions for New Graduates that are created will be determined by the amount of government funding available.**

**Such positions will not be subject to internal postings or the request for transfer process outlined in Article 13 – Job Postings, Transfers and Layoffs.**

**The Homes bears the onus of demonstrating that such positions are Supernumerary and are not used as a baseline staffing.**

**The Union will be provided with such written information as it may reasonably require regarding each Supernumerary position.**

**This Letter of Understanding is null and void if the program is discontinued or provincial funding is reduced and/or discontinued.**

**Process:**

1. **Discussions must occur with the Local Bargaining Unit with regard to where the Supernumerary positions will be assigned and the expectations before an appointment is made.**
2. **Such nurses will be full-time and covered by the language in the Collective Agreement regarding full time employees.**
3. **These Supernumerary nurses may be hired for a specified term, not to exceed (7.5) months, to perform this special non-recurring task. This would not preclude such employees from using the job posting**

provision under the Collective Agreement and any successful applicant will be credited with the appropriate seniority.

4. Assessments and feedback will be provided on a regular basis to the New Grad.
5. For the purpose of job posting, Supernumerary nurses will be deemed to have no seniority with the bargaining unit. If they are the successful applicant in a job competition, they will then be credited with the appropriate seniority.
6. The Home and the Union will meet at the three (3) month point to determine the duration of the New Graduate Initiative. If it is determined that the New Graduate Initiative can transfer to a posted position, a Letter of Understanding must be signed by the parties for the use of the remaining funding salary of the New Graduate Initiative.
7. In the event of a layoff in the area of assignment of the Supernumerary Nurse, either the Employer or the Local Bargaining Unit may require that the Supernumerary Nurse shall be the first laid off.
8. In the event the New Grad is a current County of Huron – Homes for the Aged employee, they will retain their seniority. The seniority they gain during the period as a New Grad RPN would be credited back to them at the end of the New Grad RPN Assignment.

Signed and dated this 19 day of February, 2015.

FOR THE EMPLOYER

Paul Anderson  
Brenda Orchard  
Susan Lewis  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE UNION

\_\_\_\_\_  
Karen Dalton  
Sharon McKenye  
Jennifer Chaput  
Mona Fielsoy

## **SCHEDULE "B"**

### ***Sick & Short Term Disability Plan/Policy***

#### ***Definitions:***

"Eligible Employee" ~ Permanent full-time employees, as per the CA, who have completed 65 working days of continuous service.

"Appropriate Medical" ~ In order to be eligible to collect short term disability benefits the 'treating' physician or 'treating' nurse practitioner must complete the required form (Physicians Assessment) within the required time frame (see "Procedure").

"Eligible Grandfathered Employee" ~ Employees who meet the definition above and were employed by the County of Huron on January 1, 2012. Permanent part time employees who were employed by the County of Huron on January 1, 2012, and become full-time at a later date will be able to convert their hours of 'continuous service,' which pre-dated the date of ratification or date of arbitration award, to the equivalent in full-time hours so to be eligible to collect under the 'grandfathered benefits' section of this policy.

*Note: Any hours served, in either a full-time or part time role will not contribute to the calculation of an employee's grandfathered status on or after January 1, 2012. Your 'grandfathered entitlement' based on your continuous service with the County of Huron as of January 1, 2012 is frozen.*

"Work Day" ~ As defined in Article 14 of the CA.

"Day" ~ Work day

"Acceptable Attendance" ~ As defined in the County of Huron's Attendance Management program, not by the entitlement allotted in this policy.

"Sick Day" ~ Any day or part of a day where an employee is absent or leaves work due to an injury or illness, in which a 'sick credit' must be used. A day absent from work to attend a physician or a other medical professional appointment is not a 'sick day,' and a sick credit cannot be used, unless the appointment was 'on the day' that the employee was absent or left work due to the same injury/illness that caused them to be absent or leave work.

"Active Regular Work Day" ~ (*regular attendance*) ~ A day where the employee is at work, performing their regular and scheduled duties. A *scheduled/pre-approved* leave or day away from work (i.e. vacation day, lieu/toil day, bereavement leave, jury duty, etc.) is the same as an active regular work day. Those days where an employee is performing modified work or performing work with any restrictions (either duties or hours) are not active regular work days.

"Continuous Regular Work" ~ As defined above (Active Regular Work Day), however the active regular work days must be continuous or without interruption. A sick day, a vacation day that was not scheduled/pre-approved, a day where any modified duties or



work with restrictions (either duties or hours) is performed constitutes an interruption of continuous regular work.

**Policy:**

**Entitlement**

1. Eligible employees will receive, for every calendar month of *regular attendance*, sick credits at the rate of 1.25 work days. Sick credits are cumulative.
2. For an employee to earn sick credits in a calendar month, seventy-five percent (75%) of the working days in a calendar month must be "active regular work days," which constitutes *regular attendance* for the purpose of earning sick credits in a given month under this policy.
3. Sick leave credits are cumulative to a maximum of 15 days. Employees with sick credit balance in excess of 15 days shall retain that balance but not accrue further credits until their balance falls below 15 days.
4. Sick leave credits are to be used when an employee is absent from work due to their own illness or injury only. Should an employee not have enough sick credits to bridge their wage until they are eligible to collect short term disability benefits, they will have the option of using **banked overtime** or vacation.
5. Short term disability (STD) benefits for eligible employees begin on the sixth (6<sup>th</sup>) consecutive day of absence from work for an injury or illness to one's self. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the 'appropriate medical' on or before the 6<sup>th</sup> day of consecutive absenteeism.
6. Upon entrance into the STD plan, employees will receive seventy-five percent (75%) of their regular wage until they return to work.
7. The STD plan begins on the 6<sup>th</sup> consecutive day of absenteeism and continues until the employee has been absent from work for seventeen (17) consecutive weeks in total (1 week sick credits, 16 weeks on STD) provided satisfactory and appropriate medical documentation is provided. At the end of 17 weeks the employee will be able to submit for entrance into the long term disability plan (provided by third party carrier).

*Note: The acceptance or denial of a long term disability claim is at the sole discretion of the third party carrier. The County of Huron reserves the right to submit an appeal against or on behalf of the employee given the information available.*

**Grandfathered Entitlement**

8. 'Eligible grandfathered employees' will be allotted 15 sick day credits on January 1, 2012. Thereafter, articles 3.20.1, 3.20.2, 3.20.3 are in effect as it relates to the accumulation and use of sick time credits.

9. Short term disability (STD) benefits for eligible grandfathered employees begin on the sixth (6<sup>th</sup>) consecutive day of absence from work. To be eligible to receive entitlement under the STD plan the employee must provide the employer with the 'appropriate medical' on or before the 6<sup>th</sup> day of consecutive absenteeism.
10. Short Term Disability Benefits for grandfathered employees, as per the schedule below, will commence on the 6<sup>th</sup> consecutive day of absence from work. Benefits will be payable for a period of up to 16 weeks provided satisfactory medical documentation is supplied to the Human Resource department.

<b>Length of Service (as of Dec. 31, 2011)</b>	<b>90% of Salary</b>	<b>75% of Salary</b>
Less than 3 months	0 weeks	16 weeks
3 months but less than 1 year	1 week	15 weeks
1 year but less than 2 years	2 weeks	14 weeks
2 years but less than 3 years	3 weeks	13 weeks
3 years but less than 4 years	4 weeks	12 weeks
4 years but less than 5 years	5 weeks	11 weeks
5 years but less than 6 years	6 weeks	10 weeks
6 years but less than 7 years	7 weeks	9 weeks
7 years but less than 8 years	8 weeks	8 weeks
8 years but less than 9 years	9 weeks	7 weeks
9 years but less than 10 years	10 weeks	6 weeks
10 years but less than 11 years	11 weeks	5 weeks
11 years but less than 12 years	12 weeks	4 weeks
12 years but less than 13 years	13 weeks	3 weeks
13 years but less than 14 years	14 weeks	2 weeks
14 years but less than 15 years	15 weeks	1 week
15 years but less than 16 years	16 weeks	0 weeks

11. An eligible grandfathered employee's entitlement will be frozen as of January 1, 2012.
12. Should a grandfathered employee cease to work continuously full time after January 1, 2012, they will no longer be considered an 'eligible' grandfathered employee and will not be entitled to benefit under the section "Grandfathered Entitlement."

**General Provisions**

13. An Attending Physician Assessment form completed by the treating physician or treating nurse practitioner is required for all absences due to illness or injury of five (5) or more consecutive days. Thereafter, the Human Resource department will request medical certification as deemed necessary.

14. The County of Huron reserves the right to require appropriate and satisfactory proof of illness before any Short Term Disability benefits are granted. If the required medical information is not provided within the time specified, Short Term Disability benefits may be withheld until appropriate medical information is obtained. For an absence of less than five (5) days, the County of Huron reserves the right to request medical information.
15. It is the employee's responsibility to provide appropriate and satisfactory medical documentation. An Attending Physician Assessment form or a similar form which provides the employer with an assessment of the employee's capabilities and limitations (relevant to the injury/illness), as well as a prognosis is considered satisfactory and acceptable. Retroactive notes will not be accepted except in exceptional circumstances, as deemed by the employer. Failure to provide satisfactory and acceptable medical may result in denial or loss of entitlement for benefits.
16. To be eligible and remain eligible for Short Term Disability benefits the employee must be under the continuing appropriate care of a physician and not engaged in any occupation or employment for wages, for the County of Huron or others, except for the purpose of rehabilitative employment as approved in writing by the County of Huron.
17. Illnesses forecasted to last over 30 days are expected to be under the treatment of a medical professional specializing in the related discipline.
18. The County of Huron reserves the right to require Independent Medical Examinations and/or Functional Abilities Evaluations to clarify an employee's diagnosis, treatment or residual capacities.
19. Medical Certification will be required for absences of your scheduled shift immediately prior to or following a paid holiday.
20. If an employee who has been on Short Term Disability benefits returns to *active regular work*, and subsequently returns to a Short Term Disability absence, the absence will be deemed a recurrence and the employee will continue to be paid under the Short Term Disability plan for the remainder of the 16 week period if:
  - The employee has previously received Short Term Disability benefits;
  - The subsequent period of Short Term Disability is due or related to the previous illness or injury;
  - The subsequent period of Short Term Disability is not separated from the preceding period by more than **2 WEEKS OR LESS OF *continuous regular work***.

**An approved return to work program, light duties or work performed with any restrictions (either duties or hours) is not considered a continuous regular work for the purpose of this clause.**

**The employee must be at work, performing 'continuous active regular work' for more than 2 weeks for the Injury/Illness (absence) not to be considered a recurrence.**

21. An employee returning to work on a modified work schedule will receive regular wages for hours worked and Short Term Disability benefits for the remaining hours in the schedule of daily hours.
22. The employee can be returned to his/her position provided it meets the medical needs and limitations of the employee's functional abilities. The County of Huron has a duty to accommodate the functional abilities within reason and without undue hardship. An employee who refuses to return to work and does not have satisfactory medical evidence to be absent will have his/her benefits terminated and the County of Huron reserves the right to review the employee's employment.
23. When determining the employee's ability to return to work, either full time or on modified duties (including modified hours), the Human Resource department will utilize the recommendations made by the treating medical practitioner via the Attending Physicians Assessment form. Ultimately it is the responsibility and sole purview of the employer to determine the suitability and availability of modified duties, in consultation and/or in consideration of the relevant medical on hand.
24. If after being paid under the Short Term Disability plan the employee receives payment from any other source of compensation for the lost time, including any compensation from the Workplace Safety & Insurance Board (WSIB) the employee must notify the County of Huron immediately. Based on eligibility, the amount received in excess of his/her regular Short- Term Disability provision may have to be reimbursed to the County of Huron.
25. An employee must not collect benefit from both the WSIB or from a benefit defined/governed in this policy. Should an employee injure themselves at work, or suspect they were injured at work, they must immediately report the injury and details to their supervisor and the Human Resources department (as per Human Resource policy 5.4, *Accident Reporting Procedure/WSIB Reporting Procedure*). Failure to report a work related injury or purposely collecting benefits under this policy for an injury sustained at work may result in loss of entitlement under either/both plans and discipline, up to and including termination.
26. Where in an employee's scheduled vacation is interrupted due to illness, which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave, with appropriate medical documentation. In a case where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave, with appropriate medical documentation. The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits, but rather against their sick time. This article applies to 'eligible' employees only (as defined in this policy).

27. In a case where an employee may be entitled to sick benefits from an alternative provider (first payer), the employee is obligated to notify the employer and pursue entitlement to said benefits to the best of their ability (for example, seeking loss of income insurance from an automobile insurance policy should the employee be in an accident). The County of Huron will pay the difference (if any) between the benefit the employee would be entitled to, as per the terms of this policy, and that which is received from the alternative provider. In such case, the employee may collect from the employer under the condition that all monies received by the employee from the alternative benefit provider is reimbursed to the County of Huron up to the amount that they are entitled by this policy.
28. Paid vacation entitlement is waived during the disability period but service continues to accrue.
29. The employer may request appropriate medical documentation at any point should the employee be active (Step 1 or further) in the County of Huron's Attendance Management Program. Failure to provide the required medical documentation in such cases may lead to denial of entitlement and/or discipline up to and including termination.

### **Exclusions and Limitations**

30. No benefit is payable for the following:
  - Self-Inflicted Injuries;
  - Committing or attempting to commit an assault or criminal offence or while serving a prison sentence;
  - Surgery of a cosmetic nature (not covered under the provincial health plan). Neither the date of surgery nor the recovery period is covered under this plan;
  - Failure to provide satisfactory proof of disability (appropriate and satisfactory medical) to the County of Huron;
  - Failure to comply with proposed treatment;
  - Any period of disability that commenced while any employee was not insured under this plan;
  - Work related accident or sickness;
  - Any Injury or illness where the WSIB should rightfully take precedent in adjudication of entitlement;
  - Any period of disability during a 'specified period' of maternity leave absence. A specified period meaning either by mutual agreement between the employee and employer or any period that the employee is eligible, or would have been eligible upon proper application, to collect Employment Insurance benefits.
  - Any period of disability that commenced while the employee was on leave of absence. When a disability begins while an employee is on a leave of absence, Short Term Disability benefits will not commence until the completion of the employee's scheduled leave. An employee may not shorten a previously scheduled leave in order to qualify for Short Term Disability

benefits at an earlier date. In such cases the provisions of the Short Term Disability Plan are applied as if the employee became disabled on the day scheduled to return to work.

- Injuries acquired through acts of war (whether war has been declared or not), participation in a riot or disorderly conduct;
- While not receiving continuous treatment for the use of drugs or alcohol when the illness results from the employee's use of these substances;

Disability Benefits will cease when the employee:

- Returns to full time work;
- Fails to participate in modified duties offered by the employer;
- Fails to provide the required appropriate medical documentation (satisfactory and appropriate medical);
- Fails to follow an appropriate medical treatment and rehabilitation program;
- Accepts an offer of employment with any other employer or becomes self-employed;
- Is terminated or retires.

***Point of Contact/Call-In Procedure:***

31. When an employee is unable to report for work because of injury or illness, he/she shall notify his/her immediate supervisor or designate (refer to as 'designated person' going forward) as soon as possible to allow for shift replacements as required.

*Note: The head of each department may designate a manager, supervisor or an administrative person who is directly responsible for tracking absenteeism/finding shift replacement.*

32. Notification of illness must be made to the designated person (no other person) via phone. E-mail notification is not acceptable.
33. Upon receiving a call from an employee who would be absent from work, the designated person will fill out a 'County of Huron Absence from work Report'. Should an employee call and not be able to reach the designated person, they will leave a message, leaving the necessary information or should expect to be called back so the form may be completed.
34. Should the employee inform the designated person that they will be absent due to a workplace injury or illness, the designated person will instruct the employee to fill out an 'Accident/Incident Reporting form,' and inform the employee that the Human Resource department will contact them ASAP. The designated person will contact the Human resource department immediately so they may begin the process.
35. Should the employee indicate that they expect or estimate their absence to be five (5) days or longer, the designated person must notify the Human Resource department immediately who will coordinate with the employee to acquire the

appropriate medical.

36. All absences of five (5) days or more, as well as the process governing the Short Term disability plan will be handled by the Human Resource department for the County of Huron.
37. **All employees** of the County of Huron, eligible under the plan or not, will be subject to this process as well as the tracking of their absenteeism keeping with the County of Huron's Attendance Management program.

***Responsibility:***

**38. The Department Head has the responsibility to:**

- Ensure this policy, the terms, procedures and responsibilities therein, is followed without exception;
- Ensure the supervisor or designate fulfills their responsibilities in accordance with this policy;
- Diligently track and report absenteeism accurately to the Human Resource department, keeping with the set procedures;
- Work in coordination with the Human Resources department to enforce the County of Huron's 'Attendance Management program,' including counseling, assistance or discipline where necessary;
- Participate in the development of the return-to-work plan, and offer modified work and/or schedule accordingly when a modified plan has been deemed needed or required;
- Ensure proper forms are submitted to the Human Resource department in the time lines required. These forms include 'pay change notices' and **all** medical documentation.

**39. The Supervisor and/or Designate has the responsibility to:**

- Collect all necessary information from the Injured/ill employee as required on the 'Absence from Work Report.' Will find out the length of the absence, upon receiving the notice from the employee, and educate the employee concerning the process (what form must be filled out, what medical is needed in what period of time) where necessary;
- Ensure that the 'Point of Contact/Call-in Procedure,' as outlined in this policy is followed and that the Human Resource department is contacted 'immediately' where required;
- Determine if 'appropriate and satisfactory' medical has been received, educate the ill/injured employee and request/secure appropriate medical, forms and/or information.

**40. The Human Resource department has the responsibility to:**

- Work with the departments to ensure that employees are aware of the County of Huron's 'Sick and Short Term Disability' policy;

- Ensure that all persons named in this policy adhere to the terms, procedures and conditions of this policy;
- Ensure that absenteeism in the County of Huron is reported and tracked accurately, both to the Human Resource department and in turn to Administration and County Council;
- Work with the departments to ensure that a proactive management process, which includes adherence to the County of Huron's Attendance Management program, exists to monitor and improve on absence due to illness or injury;
- Maintain regular communication with the department heads, and their designated staff, during the course of a disability and/or modified work plan, while respecting the employee's confidentiality of personal information;

**Claim Specific:**

- Adjudicate claims based on the information received on the Attending Physician Assessment or alternative 'appropriate and satisfactory;' medical;
- Subject to proper medical evidence, the Human Resource department will issue a decision regarding the payment of Short Term Disability benefits;
- Communicate with attending physician when necessary;
- Communicate with the employee if the absence is forecasted to be five (5) days or more or if clarification is needed to adjudicate the claim;
- Discuss with the Department Head or Designate any possibility of return to work with modified work and/or schedule;
- Provide early assistance and orientation for care and treatment that is appropriate for the employee's condition;
- Establish guidelines for a timely return to full duties;
- Assist the employee with the process/application for Long Term Disability (LTD) if the absence is projected to last beyond the required waiting period and provide to the LTD carrier the complete documentation including the collected medical data during the short term intervention.

**41. The Employee has the responsibility to:**

- Attend work for all scheduled shifts when not either ill or injured;
- Communicate, via phone, as early as possible to his/her supervisor or designate on his/her absence on the first day of illness/injury with an explanation about the expected duration of the absence. If the employee is too ill to phone, he/she is expected to have someone make the call on his/her behalf;
- Provide the information required on the 'Absence from Work Report;'
- Provide appropriate and satisfactory medical (as defined in this policy) once the employee expects to be off for five (5) or more days, is off for five consecutive days or the employer so instructs the employee to provide said medical;
- Communicate on a regular basis with his/her manager and the Human Resource department once on the STD plan and provide requested



documents in a timely manner, thus enabling the County of Huron to monitor and manage the absence;

- Comply with the possibility of having to be examined by a specialist of the County of Huron's choice in the case where more information is required;
  - Participate in a return to modified work and/or schedule, and be open to discuss with the Department Head and the Human Resource department, the type and availability of suitable accommodation for his/her medical condition.
  - Report any injury occurring on the job to his/her Department Head or Supervisor immediately, who in turn will contact the Human Resource department, and if required, seek medical attention as soon as possible.
42. Claiming sick benefits under false or misleading circumstances and/or failure to adhere to the provisions, processes or responsibilities as named in this policy may result in loss of entitlement of sick day pay, short term or long term disability benefits and may also result in discipline up to and including termination.

### **Section B – Long Term Salary – Continuance Plan**

1. This Plan (Section B) will provide an income of 66 2/3% of the then current salary or wages for the job classification and increment level in which the Employee was at the time of commencement of illness or accident; integrated with the Canada Pension Plan disability benefits. (70% for those Employees with over 20 years service.)
2. Benefits begin on the 18th week after disability commences, and are payable to age 65 or recovery, whichever occurs first. Credits earned under the former Plan may be used in the same manner as outlined in Section A, Clause 6, subject to the total earnings not exceeding the overall limits set out in the insuring carrier's master policy.
3. All vacation must be taken prior to retirement at age 65, or as mutually agreed upon.
4. There will be no vacation credits, vacation pay or statutory holiday pay during the Long Term Disability portion of this Plan.
5. Where provided under the terms of the insurance contract, all Employee benefits remain in force, with the exception of those benefits outlined in Section 4.
6. No consideration will be given under this portion of the Plan for car allowance. This benefit shall automatically terminate, based on Section A, Clause 12.
7. An Employee must not engage in any other occupation or employment for wage or profit without the specific permission of the Employer and the insuring carrier.
8. An Employee must be under the regular care and attention of a legally qualified physician or surgeon and the Employer and the insuring carrier have the right to

require any additional medical evidence; and have the right to request a medical examination by their designated physician or surgeon.

9. The foregoing Long Term Salary Continuance Plan is provided subject to the prevailing contract conditions and limitations of the Insurance policies in effect at the time of disability.
10. The County will assume the full cost of the premiums of the Long Term Salary Continuance Plan.