

COLLECTIVE AGREEMENT

Between

**Tall Pines
of the
Regional Municipality of Peel**

Party of the First Part
Hereinafter referred to as "**the Employer**"

and

**The Canadian Union of Public Employees
and its Local 966**

Party of the Second Part
Hereinafter referred to as "**the Union**"

EFFECTIVE DATE: DECEMBER 1, 2011

EXPIRY DATE: NOVEMBER 30, 2013



 **Region of Peel**
Working for you

11764 (07)

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PREAMBLE

WHEREAS:

It is the desire of both parties to this agreement:

- i) To maintain and improve a harmonious relationship and settled conditions of employment as set out in this Agreement.
- ii) To recognize the value of mutual respect in all matters pertaining to working conditions.
- iii) To encourage efficiency in operation.
- iv) To promote the morale of all bargaining unit employees.

ARTICLE 1 - RECOGNITION

1.01 The Regional Municipality of Peel recognizes the Union as the sole Collective Bargaining Agent for all employees at the Regional Municipality of Peel (Tall Pines Long Term Care Centre) in the Regional Municipality of Peel, save and except Supervisors and persons above the rank of supervisor, professional medical staff, Registered and Graduate Nurses, office and administrative staff and students employed for the school vacation period.

1.02 Part-Time Employees

- a) A part-time employee is defined as being an employee who is scheduled to work forty eight (48) hours in the two (2) week scheduling block or less on a regular basis.
- b) Part-time employees shall receive the starting rate for the classification in which they are employed, plus 14% in such classification. The 14% "add-on" represents the payment in lieu of all fringe benefits other than the statutory benefits of Workplace Safety and Insurance Board, the Employer's contribution to Canada Pension and Employment Insurance, and 4% vacation pay. For purposes of Articles 16.07 and 20.06 an employee's hourly rate shall be considered to include the above "add-on".
- c) A part-time employee shall progress to the 6 month rate after 1040 hours of work have been completed and to the 12 month rate after 2,080 hours of work have been completed.
- d) Part-time employees shall provide the following minimum availability:
 - i) be available to work four (4) shifts per pay period; and
 - ii) of the four (4) shifts in i) above be available to work every second weekend; and
 - iii) be available to work either Christmas or New Years; and
 - iv) in the event the employee does not provide the minimum availability, the Employer is under no obligation under the Collective Agreement to provide work opportunities to the employee until the employee has provided availability in accordance with this provision.

1.03 An employee's seniority shall be unaffected by his/her transfer from part-time to full-time status or from full-time to part-time status. An employee who transfers from full-time to part-time status shall remain in the OMERS pension plan. The Employer's share of contributions remitted to OMERS shall not be deducted from the percentage in lieu of benefits of any part-time employee.

1.04 (a) When a vacancy arises due to an employee being absent for any reason, a part-time employee may be temporarily assigned to fill the position.

(b) In such event the employer shall first offer such temporary assignments to qualified part-time employees in the affected classification in order of their seniority on a rotation basis. No offer will be made to a full time employee until such time as all qualified part time employees have been offered the assignment. A temporary assignment declined by an employee shall count as an assignment worked for purposes of this clause. The duration of each assignment shall not exceed six (6) months per part-time employee and the part-time employee's status, including add-on pay, shall not be altered. The employee(s) selected to fill the vacancy shall be given a trial period as per Article 13.08.

(c) Temporary assignments covered by this section are as follows:

i) Temporary full-time assignments for known extended periods of absence which are expected to last for forty (40) hours or more.

ii) Temporary full-time assignments for absence due to vacation of forty hours or more.

iii) Call-ins to replace temporary full-time or part-time absence of less than forty (40) hours.

(d) Separate seniority-rotation lists shall be maintained for each of the three assignment categories set out in part c) of this section.

Seniority-rotation basis is defined as a continuum that starts with the senior most employee and proceeds through the list to the junior most employee before returning to the senior most employee.

Temporary assignments shall be offered to the next available part-time employee on the applicable seniority-rotation list. For clarification, this is the next available part-time employee listed immediately after the last part-time employee accepting the assignment and scheduled to work.

A part-time employee on any of the seniority-rotation lists is unavailable for assignment when they have indicated their unavailability in writing, are on sick leave or any other approved leave, are currently working a temporary full time assignment, are on vacation, are contacted and decline the offer or, cannot be reached.

For call-ins provided in c) iii) a part-time employee is unavailable if the assignment offered would result in that part-time employee exceeding sixty-four (64) hours of work during the two (2) week scheduling block in which the assignment falls.

Time deemed shall mean shifts that have been pre-booked which include the posted schedule and shifts which an employee accepted after the schedule was posted.

- (e) If all part-time employees are scheduled to work or will have worked sixty four (64) hours in the two-week scheduling block, management will offer the work described in c) iii) to full-time employees, in accordance with article 20.05. Notwithstanding the provisions of article 20.05, if the employer is unable to get a full time employee to volunteer for the overtime opportunity, the employer then returns to the part-time call-in list and offers additional hours, at straight time, to the next person entitled to an opportunity on the list, even if it results in the employee working more than sixty four (64) hours in the two week scheduling block.
- (f) Should the Employer be unable to fill the temporary assignment described in c) i) and ii) through this protocol, the temporary position, in it's full duration, shall be posted and filled in accordance with Article 13 of this agreement.

Should a part time employee be the successful applicant for the posted temporary full time position, their part time status shall not be altered and they will continue to receive the 14% "add-on" calculated on the job rate of the temporary full time position.

- (g) Should the employer fill a shift and in so doing miss an employee in the established protocol, the part-time employee missed will be provided with an in-kind opportunity within the next pay schedule after which the error occurred. If the employer is unable to provide an in kind remedy to the part-time employee in the subsequent pay period the affected employee will be paid for the missed opportunity so long as the employee brings the missed call-in to the attention of the employer within 24 hours of their next worked shift in the subsequent pay period regarding the missed call-in occurring. To facilitate this the final/revised schedule will be posted at the end of each two week pay period. A full time employee will be paid for being missed in the established protocol as referred to above
- (h) The Union shall be notified in writing of all temporary full-time assignments on a monthly basis.
- (i) The employer has the ability to schedule part-time employees up to eighty (80) hours per two-week scheduling block in the second and third weeks of March, from June 1 to September 30, and during the last two weeks of December.

ARTICLE 2 – RELATIONSHIP

2.01 The Employer will not discriminate against any employee because of the employee's connection with the Union, or in any other way which would be contrary to the provisions of the Ontario Human Rights Code. No employee shall enter into, or be required or permitted by the Employer to enter into a written or verbal agreement which conflicts with the terms of this Collective Agreement.

The Employer and the Union recognize their duty to accommodate disabled employees in accordance with the provisions of the Ontario Human Rights Code.

2.02 There will be no solicitation of employees by the Union or any of its officers or members during the working hours of employees except with the consent of the Administrator or his/her designate.

2.03 The Union, or any of its members, will not hold any meetings on the property of the Employer except with the consent of the said Employer.

- 2.04** Supervisors shall not perform work normally done by members of the bargaining unit except in cases of emergency, training, and instructions or where bargaining unit personnel due to insufficient notice of employee absence, are not immediately available for their normal duties or where residents require special care.
- 2.05** Employees unable to report for work at their regularly scheduled starting time shall telephone as instructed by their Supervisor, giving reason(s) for being unable to report for work, and if possible, an estimate of the time they may be away from work. The employee shall report again by telephone as instructed by the Supervisor the work day prior to recommencing work.
- 2.06** The number of hours for which volunteers are utilized annually shall not be increased beyond the level established at December 31, 1992 without the express agreement of the Union. The Centre Administrator shall advise the Union of the total number of volunteers and the total number of volunteer hours in January and June of each year for the previous six (6) months.

ARTICLE 3 – STRIKES AND LOCKOUTS

- 3.01** During the term of this Agreement, the Employer agrees that it will not lock out employees and the Union agrees that there shall be no strike at Tall Pines.
- 3.02** The terms "Strike" and "Lockout" shall be defined in accordance with the definitions set out in the Labour Relations Act of the Province of Ontario.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01** Except where specifically abridged by the terms of this Agreement, the Management of the Employer's operations and the selection and direction of the working force of employees will continue to be vested exclusively with the Employer.
- 4.02** Without limiting any of the rights vested with the Employer under paragraph 4.01 including the right to discharge an employee for just cause, it is expressly understood that the abuse by any employee of a resident in the Centre shall be deemed to be sufficient cause for summary dismissal of the employee.

ARTICLE 5 – CHECK-OFF OF UNION DUES

- 5.01** New employees shall, by the first day of employment, be required to sign a Dues Authorization Card for deduction thereof as supplied to the Employer by the Union.
- 5.02** Employees shall continue to pay such dues for the life of this Agreement.
- 5.03** The Union will save the Employer harmless from any and all claims for amounts deducted from pay in accordance with the terms of this Article.
- 5.04** Deduction shall be made from each pay issued in each month in accordance with the rates set by the Union and certified to the Employer in advance of the deduction dates and shall be forwarded to the Treasurer of the Union by the end of that same month, accompanied by a list of all employees from whose wages the deductions have been made.
- 5.05** The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in this Article dealing with dues check-off.

5.06 The Local Union shall be supplied with a list of the names and addresses of Bargaining Unit employees as at June 30 and December 31 each year, in electronic format and copy supplied to the Union National Office.

ARTICLE 6 – UNION COMMITTEE

6.01 The Union shall have the right to appoint or otherwise select:

- a) a negotiating committee of three (3) employees, and
- b) seven (7) employees (as Stewards and Chief Steward)

to deal with matters relating to the administration of this Agreement, but with a limit of two (2) employees from any one department.

The above noted employees will be permitted to participate in meetings with Employer representatives on matters relating to either negotiations or administration of this Agreement, including arbitration.

The authorized time spent in such meetings shall be without loss of regular pay or benefit. Authorized attendance at arbitration shall be limited to the Local Union Unit Vice President or designate, Chief Steward, a Steward, the grievor(s), and such other employee witnesses as may be required.

Employee members of the Union negotiating committee who are scheduled to work afternoons or evenings are to be relieved from their scheduled shift preceding or following a negotiating meeting between the Union and the Employer. Provided that they attend the negotiating meeting, such employees shall be paid as though they had worked the shift.

The parties shall co-operate in scheduling negotiating meetings to minimize the impact on staffing levels at the Centre.

6.02 Members of the Committee and Stewards will not leave their jobs for the purpose of conducting any business on behalf of the Union, or in connection with this Agreement, without obtaining the permission of their immediate Supervisor. Such permission shall not be unreasonably withheld.

6.03 The Union shall notify the Employer in writing of the name of each Steward and the department(s) he/she represents and the name of the Chief Steward and Union Committee members before the Employer shall be required to recognize them. Likewise the Employer shall notify the Union in writing of the names of departmental supervision and the department(s) represented.

6.04 All correspondence pertaining to the express provisions of this Agreement shall pass to and from the Administrator and the Unit Vice President of the Local Union or designate.

6.05 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer.

- 6.06** In accordance with Article 13.12, the Union shall be notified of new employees, and the steward, or an officer of the Union will meet with the employee for a period of up to twenty (20) minutes during regular working hours without loss of pay or benefits or alternatively, where the Employer intends to hold an orientation for new hires, the Union shall be invited to meet with new members during the Employer's orientation in accordance with this Article. The purpose of the meeting is to acquaint the new employee with the benefits and duties of union membership and her/his responsibilities and obligations with respect to the collective agreement. The scheduling of the meeting is subject to the supervisors' approval.

ARTICLE 7 – COMPLAINTS AND GRIEVANCES

- 7.01** If an employee has a complaint concerning the application, interpretation, administration, or alleged violation of any of the provisions of this Agreement, he/she shall take the matter up orally with his/her immediate Supervisor or designate within five (5) business days after the circumstance giving rise to the complaint. The Supervisor or designate will give his/her answer to the complaint within five (5) business days after it has been brought to his/her attention. (It is understood that an employee has no grievance until he/she has first given his/her Supervisor an opportunity of adjusting the complaint.)
- 7.02** If such complaint or question is not settled to the satisfaction of the employee, then the following steps of the grievance procedure may be invoked in order. It is understood that a grievance must be lodged within five (5) business days after receiving the Supervisor's or designate response to the complaint as per Article 7.01.

STEP 1

Any employee grievance shall be set forth in writing, in duplicate, and shall be presented to the Supervisor. The submissions shall include reference to the specific clause and article of the Agreement allegedly violated or misinterpreted and redress sought.

The Supervisor shall review the grievance and reply in writing to the Union within five (5) business days, giving his/her disposition and his/her reason thereof.

STEP 2

If a settlement has not been reached under Step 1, the employee may within five (5) business days of the Supervisor's reply, refer the grievance to the Administrator of the Centre, at interest, or his/her nominee. The Administrator of the Centre or his/her nominee together with the employee and his/her Supervisor, and his/her Steward, shall meet within five (5) business days of reference to the Administrator of the Centre. The Administrator of the Centre shall give his/her reply in writing to the Union within five (5) business days after date of meeting.

STEP 3

If settlement has not been reached under Step 2, the employee may refer the grievance to his/her Union Grievance Committee which may within five (5) business days of the Administrator's reply refer the grievance to the Director of Human Resources or his/her designate. Within five (5) business days the Director of Human Resources or his/her designate together with such other representation as may be chosen to represent the Employer shall meet with the Union Grievance Committee to discuss the grievance. At this meeting a full-time representative of the Union may be present, if his/her presence is requested by the Employer or the Union. Written reply to the grievance shall be given to the Union within five (5) business days after such meeting.

If a grievance is not settled to the satisfaction of either party to this Agreement by the procedure outlined above, then either party may, within ten (10) working days of the reply of the Director of Human Resources, refer the grievance to arbitration in accordance with the provisions contained in Article 9.

- 7.03** Any of the time allowances provided in the Article may be extended by mutual agreement in writing between the Union and the Employer.
- 7.04** Notwithstanding the provisions of the Ontario Labour Relations Act, any grievance not initiated or appealed at any stage of the grievance procedure, including reference to arbitration within the limits stipulated, shall be considered settled on the basis of the last decision and NOT subject to further appeal.
- 7.05** No employee written reprimand shall be entered in an employee's personnel file unless the employee and Local Recording Secretary or designate are given a copy of such written reprimand.
- 7.06** Saturdays and Sundays and paid holidays shall not be considered working days within the scope of this Article.

ARTICLE 8 - POLICY GRIEVANCE

- 8.01** Both parties to the Agreement shall have the right to lodge a grievance with the other party concerning the application, interpretation, administration, or alleged violation of this Agreement which concerns all or a group of employees. Such grievances shall be presented in writing to the other party within ten (10) working days of occurrence of the incident or event giving rise to the grievance and shall be entered at the third step of the grievance procedure.

ARTICLE 9 - ARBITRATION

- 9.01** Arbitration shall be in accordance with the Labour Relations Act of the Province of Ontario.
- 9.02** A sole arbitrator will be used unless the parties agree otherwise. Each party to the Agreement will pay the expenses of its nominee to the Arbitration Board. The parties share equally the fee and expenses of the Chairperson. The fee and expenses of the sole arbitrator will be shared equally.

ARTICLE 10 - MEDIATION

10.01

- a) At the mutual agreement of both parties the following mediation process will be used in an attempt to resolve any grievance that has proceeded through the steps of the Grievance Procedure outlined in Articles 7 and 8 and that has been referred by either party to Arbitration. The intent of this process is to provide a neutral 3rd party who will attempt to resolve the grievance in a timely manner, to the satisfaction of both parties.

The parties will establish a list of four (4) persons who will be asked to act, on a rotating basis, as a grievance mediator. The parties shall equally share the fees of the mediator.

- b) The mediation session will be attended by maximum of five (5) representatives from the Union and the grievor(s) and such representation as may be chosen to represent Management. The persons attending should be familiar with the content of the grievance and have authority to enact a resolution.

- c) Once the parties have agreed in writing to mediate a grievance the session shall commence within sixty (60) calendar days. If the appointed mediator is unavailable within 60 days of the appointment then the appointment will be given to the next mediator in turn. In addition, should any of the applicable parties be unavailable to attend within this sixty (60) day period, then they shall appoint a substitute to attend.
- d) Provided the parties agree, there shall be no limit to the number of grievances submitted for a single session. There shall be no use of legal counsel or witnesses for this mediation process. Any evidence which either party wishes to submit will be given to the other party at least three (3) days prior to the mediation session. For the purposes of this article, day shall be defined as any day from Monday to Friday inclusive, excluding holidays.
- e) Any concessions, discussions or offers to settle the grievance, which occur during the mediation process, will not prejudice either party at arbitration should the matter not be resolved.
- f) The mediation session will normally be conducted at the workplace. This may be altered at the consent of both parties. Authorized attendance at the mediation session shall be without loss of regular pay or benefits.
- g) Any resolution for grievances submitted to this mediation process shall be conditional on the agreement of both parties. Any matter unresolved at the end of the mediation session may continue to arbitration or be withdrawn.

ARTICLE 11 - SENIORITY

11.01

- a) Newly hired full-time employees shall be considered on a probationary basis for a period of five hundred and twenty (520) hours worked, excluding orientation, from the date of hire. After the completion of this probation, his/her seniority shall date back to the day in which his/her employment began. With the written consent of the Employer, the probationary employee, and the president of Local 966 or designate, such probationary period may be extended for a period not to exceed an additional eighty (80) hours of work. The Employer will advise the employee and the Union of the basis for such extension.

The probationary period for a newly employed part-time employee shall be 520 actual hours worked. Upon completion of the probationary period, the employee's name shall be placed on the appropriate seniority list and his/her seniority shall date back to his/her last date of hire.

- b) Persons on probation may be terminated without recourse to the grievance procedure. However, such persons shall be given the reason(s) for termination in each case. The rate for probationary employees shall be that of this Agreement.

11.02

- a) A seniority list for all full-time employees and a separate seniority list for all part-time employees shall be drawn and posted on the bulletin board. This list shall be revised in January and July of each year and forwarded to the Union by the end of February or August of each year, as the case may be. Employees' names and classifications shall appear on the list in order of their seniority. Additions and deletions shall be forwarded to the Union as they occur.

Any employee hired after May 7, 1987 shall have his/her seniority calculated from date of hire in the same manner as full-time employees.

All employees in the bargaining unit on May 7, 1987 shall have their date of hire calculated on the basis of their accumulated hours paid as of May 7, 1987 and thereafter their seniority shall be calculated in the same manner as full-time employees.

Effective August 11, 2014, future part-time employees' names and classifications shall appear on the seniority list in order of accumulated hours worked. The seniority of existing part-time employees will always be greater than future part-time employees.

b) The Employer and Union agree to place employees on a seniority list as per Article 11; however, in the event that employees share the same seniority date the following process for placement on the seniority list, in order, will be used:

- i) date of hire
- ii) date probation is completed as per Article 11.01
- iii) first to complete their next scheduled shift
- iv) time of clock in if worked same shift

11.03 In all cases of lay-off due to lack of work or recall following a lay-off, the employee with the greatest amount of seniority will be retained in employment or recalled to work, whichever is applicable, provided he/she is qualified to perform the work available.

In the event that there is a necessity to lay off or recall part-time employees shall be laid off before any full-time employees and such lay off or recall will be by classification and in accordance with seniority within the part-time bargaining unit.

11.04 Seniority previously accumulated will be lost whenever an employee:

- (a) quits his/her employment, or retires;
- (b) is discharged and not reinstated;
- (c) is absent from work without reasonable explanation;
- (d) she/he is a part-time employee who has not been available for three (3) consecutive calendar months and is not on an approved absence as per the provisions of this agreement;
- (e) is laid off for twenty-four (24) consecutive months or time equal to the employee's length of service, whichever is greater;
- (f) fails to return from lay-off within seven (7) days of work after being notified to do so; the employee to be recalled must keep the Employer informed of his/her current address and telephone number. Notice of recall may be by telephone, but in all cases a registered letter shall be used either as notice or confirmation.

11.05 The selection or appointment of employees for supervisory positions, or for any position not subject to this Agreement, is not governed by this Agreement. However, if any employee is or has been transferred or appointed, and later transferred back to a position which is governed by this Agreement, then the seniority which he/she has accumulated under this Agreement shall be credited to the employee. Subject to the time period set out in 11.04 (e) any time spent working outside the bargaining unit shall be deemed a lay-off for the purpose of this Article.

ARTICLE 12 - DISCHARGE AND SUSPENSION CASES

12.01 A claim by an employee who has completed the probationary period that he/she has been unjustly discharged or suspended from his/her employment will be treated as a special grievance commencing at Step 3 of the Grievance Procedure, provided such claim is filed with the Employer within six (6) days after the discharge or suspension occurs.

The Parties expressly agree that notwithstanding the amendments to the provisions of the Ontario Labour Relations Act, the termination of employment of a probationary employee shall not be subject to the provisions of the grievance and arbitration provisions of this Agreement except in the event of a claim by a probationary employee under Article 2.01.

12.02 Grievances relating to discharge or suspension may be settled by confirming the action taken by the Employer or by reinstating the employee with full compensation or by any other arrangement which is just and equitable to the parties or a Board of Arbitration.

12.03 In the event that the Employer decides that any disciplinary action, including suspension or discharge is warranted against an employee, a Union steward shall be in attendance when such action is taken, unless otherwise requested by the employee. Should the employee, after being advised in writing of the time and date of the meeting not attend the meeting the employer may issue the disciplinary action to the employee with a copy to the union. The employer shall provide a minimum of three (3) working days notice of the meeting. The employer will reschedule the meeting on one occasion should the employee provide a rationale acceptable to the employer as to why the employee is not able to attend.

If a Union steward is unavailable a local Union Officer shall be present and if no Officer is available, another employee chosen by the employee being disciplined shall attend. An employee not wishing to be represented must make this indication in writing with a copy to the Union.

12.04 Where the Employer determines to conduct an investigation which may result in the discipline of employee(s), the employee(s) who is the subject of the investigation will be informed of the nature of the meeting and their right to Local 966 representation.

At the meeting, the Employer will disclose the nature of the investigation including the nature of any complaints received.

The employee will be informed of the outcome of the investigation in a timely manner.

ARTICLE 13 - PROMOTIONS, JOB VACANCIES, TRANSFERS

13.01 In promotions, filling of permanent job vacancies, newly created jobs, or transfers within the Union, the following factors shall govern:

- (a) qualifications to perform the posted job;
- (b) seniority.

Where factor (a) is relatively equal amongst applicants, then factor (b) shall govern. The above factors shall not be considered by the employer in an arbitrary or discriminatory manner.

13.02 A probationary employee will only be considered for a posted vacancy where the Employer has determined that no full-time applicant with seniority, and thereafter, no part-time applicant with seniority is qualified for the position.

13.03 The Employer shall not be obliged to consider any applicant who has successfully bid for a posted job within a six (6) month period prior to the current posting unless the posting would result in a change of employment status from part-time to full-time. Only in the event that no suitable applications for promotion are received, then the Employer consistent with the criteria in this subsection, may consider applicants who are currently classified on the same basis as the posted vacancy.

13.04 Vacancies arising out of employee terminations or additions to full-time complement and that are required to be filled shall be posted within 3 working days of learning of the event on the appropriate bulletin boards (as delegated by the Employer's Administration) for a minimum period of seven (7) calendar days. The posting shall include the minimum and maximum job rates applicable for the classification, the vacancy's department, the applicable shift where the initial vacancy has been created, and the initial position location, subject to any reassignment. A copy of the posting will be forwarded to the Unit Vice President of the Union or designate.

Where the actual hours of work are normally scheduled from 7:00 a.m. to 3:00 p.m. and for 8:00 a.m. to 4:00 p.m., the shift will be listed on the posting as being a "day" shift, and "night" shift shall have a corresponding meaning.

Where, within a given classification, the shift entails the regular rotation of actual scheduled hours of work, the job posting shall indicate such rotation as forming part of the position requirements.

Employees may apply for such vacancy in writing using the prescribed Employer's Job Posting Application form. Employee Job Posting Applications are to be filed within the limits noted on the Job Posting.

13.05 The Employer shall select the employee to fill the vacancy within thirty (30) calendar days of the expiry date of the posting notice and the successful applicant will be placed on the job as soon as possible after the award.

13.06 The first vacancy created by filling a posted job shall be posted in accordance with Article 13.03, above. Second and subsequent succeeding vacancies shall be filled in accordance with seniority on the basis of written requests for changes in shift, department, location (subject to reassignment), or classification (where the employee is qualified for the position) received from employees prior to the filling of the first vacancy. The Employer shall provide the Union with copies of all such written requests. All positions filled by this method shall be posted in accordance with Article 13.11, below.

13.07 The Employer retains the right to fill the vacancy from other sources if bidding employee(s) do not possess the qualifications needed for the job or if no employee applications are received.

13.08

a) The employee(s) selected to fill the vacancy shall be given a trial period of thirty (30) working days and advised of their performance during the trial period.

b) Should the Employer, within thirty (30) working days of assignment, determine that the employee is not suited to the position, the employee and all others who have been assigned as a result of the employee assignment shall be reverted to their previous classification(s) without regard to seniority. The Employer may in this event consider further applicants to the relative job posting.

c) On two occasions only during any employee's employment with the Employer, such employee may elect to revert to his/her previous position within thirty (30) working days after he/she is placed in the new position and all others who have been assigned as a result of the employee assignment shall be reverted to their previous classification(s) without regard to seniority. The Employer may in this event consider further applicants to the relative job posting.

13.09 When an employee is promoted to a higher rated job classification, he/she shall receive the next higher rate within the new classification above the rate he/she was receiving at the time of placement in the new job classification.

13.10 When an employee is downgraded, the employee will receive the twelve month rate of the grade to which he/she has been downgraded at the date the transfer becomes effective, provided the employee has completed his/her probationary period.

13.11 A notice shall be posted on the appropriate bulletin boards advising of the successful applicant(s) with a copy forwarded to the Unit Vice President of the Union.

13.12 The Union shall be notified monthly of all promotions, demotions, hiring, lay-offs, transfers, recalls, or terminations of employment by the 10th of the following month.

ARTICLE 14 - JOINT MODIFIED WORK COMMITTEE

14.01 The parties agree to establish a Joint Modified Work Committee consisting of one (1) employee member and two (2) alternate members from each Centre selected or appointed by the local Union, and one (1) Employer member from each Centre to be determined by the Employer and the Occupational Health Nurse, or appropriate designate, who shall act as Chairperson.

14.02 The Chairperson of this committee shall act as a resource person to the Committee and the Committee's liaison with the treating physician, Vocational/Rehabilitation Services, and the Workplace Safety and Insurance Board.

14.03 The purpose of the Committee is to review and recommend appropriate individual case strategies for providing for the safe and successful return of injured workers to the workplace as soon as possible after an accident.

14.04 The Committee will meet as required and all such authorized time spent in Committee meetings shall be without loss of regular pay or benefits.

14.05 All Committee members agree to respect the confidentiality of information and documentation provided for its consideration, including documentation obtained through the employee's treating physician, the Workplace Safety and Insurance Board, and/or the employee's Vocational/Rehabilitation Case Worker.

14.06 The Committee will be responsible for:

- i) Determining if the employee's regular job can be modified;
- ii) Comparing the demands of jobs and tasks with an employee's current abilities;
- iii) Recommending duties to be assigned to the injured worker which allow him or her to ease back to a full workload gradually;
- iv) Such other related matters as the Committee deems appropriate.

- a) Employees who are off work and collecting Short Term Disability benefits and who are returned to work under modified duties will not receive less than their Short Term Disability benefit entitlement as defined in Article 19.01 (e) of the collective agreement.
- b) For greater clarity, Article 14.02 shall be interpreted to include the Region's Insurance Carrier as the case may be, Article 14.03 shall be interpreted to include non-work related illness as the case may be and Article 14.05 shall be interpreted to include the Region's Insurance Carrier as the case may be.
- c) The parties agree to use the current Article 14 protocol as the vehicle to return workers to work as soon as possible after a work or non-work related illness or injury.

ARTICLE 15 – JOINT SAFETY COMMITTEE

15.01 The Employer shall maintain a high standard of safety in its operations in order to eliminate accidents as far as possible. Both parties agree to abide by the provisions of the Occupational Health and Safety Act.

Employee complaints made to their Supervisor shall receive full consideration by the Supervisor and the Employer's Management and every effort shall be made to remedy all unsafe practices.

The parties agree to co-operate to eliminate accidents as far as possible, and to provide a safe and healthy working environment for all employees. The Employer agrees to implement identified legislated safety requirements in an expeditious manner.

The Employer and the Union agree to establish a joint Safety Committee on which each party will have equal representation. The Union representatives will be determined solely by the Union, but such appointments shall be for a minimum of twelve (12) months and shall not exceed three (3) members. The Safety Committee shall be involved in determining the Terms of Reference pertaining to the function of the Safety Committee.

ARTICLE 16 - PAID HOLIDAYS

16.01 The following days will be recognized as paid holidays:

- | | |
|-----------------------|------------------|
| New Year's Day | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Second Friday in June | Boxing Day |
| Canada Day | |

and any other day proclaimed as a holiday by the Federal, Provincial or Municipal Government.

In order to qualify for payment of the above holiday(s), an employee is required to work his/her full scheduled shift immediately preceding and immediately following the holiday, except where the absence is less than one (1) month and is due to:

- a) verified personal illness or accident; or
- b) approved leave of absence; or
- c) excused lateness.

16.02 An employee required to work on any of the above holidays shall have the option to either:

- a) be paid at the rate of time and one half (1½) for hours worked, in addition to the paid holiday; or
- b) work on the holiday and be paid at the rate of time and one half (1½) for hours worked plus take another paid day off. This paid holiday is to be taken at a time mutually agreeable between the employee and their supervisor. Such day shall be taken within thirty (30) days on which the said holiday occurred. An employee requesting such day shall apply in writing to his/her supervisor prior to the start of the posted schedule in which the holiday occurs. Employees who do not submit a request for another paid day off shall be paid in accordance with a) above. Lieu days shall not be banked.

16.03 When any of the above holidays occur during an employee's vacation with pay period, an extra day's vacation is allowed.

16.04 When any of the above holidays occurs on an employee's regular scheduled day off, a lieu holiday shall be allowed and shall be taken at a time mutually agreeable to the Supervisor and the employee.

16.05 For purposes of administration of this article, where there is an overlap of hours into the calendar holiday, only that shift on which the majority of hours fall within the calendar holiday shall qualify for premium hours. Premium payment shall be for all hours worked on that shift.

16.06 In order for employees in the bargaining unit to have Christmas or New Year's Day off work, the Employer will, wherever possible, arrange the work schedule so that each employee will have Christmas Day off work one year and New Year's Day off work the following year. It is agreed that payment of overtime premiums which might otherwise be payable under the provisions of Article 20 will be waived if payment of such overtime would result solely from adjustments to the work schedules which are required to accommodate these annual alternating days off.

16.07

- a) Part-time employees shall be compensated at the rate of one and one-half (1½) times the regular hourly rate for hours worked on a holiday specified in Article 16.01.
- b) The Employer will provide holiday pay on a pro-rata basis to qualifying part-time employees. The amount of holiday pay shall be the employee's average daily earnings over the period of thirteen work weeks preceding the holiday. Holiday pay will be paid on this basis to part-time employees for all the paid holidays in Article 16.01.
- c) Part-time employees are governed by the provisions of Article 16.07 only and the remaining provisions of this Article shall not apply.

ARTICLE 17 - VACATION WITH PAY

17.01 Vacations will be granted to employees in accordance with the following schedule:

Continuous Service	Monthly Entitlement	Annual Entitlement
0-12 months	0.83 days	10 days
Beginning of the 2 nd year to the end of the 7 th year (13-84 months)	1.25 days	15 days
Beginning of the 8 th year to the end of the 14 th year (85-168 months)	1.67 days	20 days
Beginning of the 15 th year to the end of the 24 th year (169-288 months)	2.08 days	25 days
From the beginning of the 25 th year (289 months and on)	2.5 days	30 days

During the period of approved vacation, a full-time employee's regularly hourly rate will continue to be paid in the same manner as if the employee were actively at work.

Where an employee commences employment prior to the fifteenth (15th) day of the month, the employee shall receive credit for that month for purposes of vacation entitlement, and thereafter on the basis of 17.03.

17.02 Vacation pay for part-time employees shall be calculated at the following percentages. For purposes of computing vacation with pay amounts the vacation year shall start June 1 and end May 31:

Continuous Service	Annual Entitlement
0-12 months	0.83 days/month @ 4% of total earnings
Beginning of the 2 nd year to the end of the 7 th year (13-84 months)	1.25 days/month @ 6% of total earnings
Beginning of the 8 th year to the end of the 14 th year (85-168 months)	1.67 days/month @ 8% of total earnings
Beginning of the 15 th year to the end of the 24 th year (169-288 months)	2.08 days/month @ 10% of total earnings
From the beginning of the 25 th year (289 months and on)	2.50 days/month @ 12% of total earnings to May 31

Vacation pay shall be issued by separate cheque by the first pay in July each year. An employee's request for either advancing or retarding vacation pay shall be dealt with in accordance with Appendix A (attached).

If a full-time employee has been off on Workplace Safety and Insurance benefits during the vacation year, vacation pay shall be the appropriate number of weeks at regular hours and rate. If a part-time employee has been off on Workplace Safety and Insurance benefits during the vacation year, vacation pay shall be the appropriate percentage as above, or the appropriate number of weeks at regular hours and rate, whichever is greater.

17.03 The employee's anniversary date shall be used to determine monthly vacation accrual.

17.04 The selection of vacation dates, will, where practicable, be granted on the basis of seniority. The Employer shall determine the number of employees who will be on vacation at any one time.

17.05 An employee's accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months in the case of employees with less than ten (10) years' service, and twenty-four (24) months in the case of employees with ten (10) years' service or more.

17.06 On termination, an employee shall be paid for any vacation credits accumulated, at the appropriate percentage.

17.07

(a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to the scheduled vacation period and which requires the employee to be an in-patient in a hospital, the period of illness shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.

(b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave. Such sick leave shall not be counted against the employee's vacation credits.

(c) Where an employee's scheduled vacation is interrupted due to bereavement as per article 18.06, the period shall be considered a bereavement leave as entitled under article 18.06. Such bereavement leave shall not be counted against the employee's vacation credits.

17.08

(a) The Employer and Union agree to the following process for employees who transfer from part-time status to full-time status during the vacation period June 1 to May 31.

i) Effective on the date of transfer to full-time status the employee is no longer covered by Article 17.02 and is not entitled to vacation pay earnings as calculated under Article 17.02.

ii) Effective on the date of transfer to full-time status the employee is covered under Article 17.01. On June 1 the employee is provided with vacation leave with pay as per Article 17.01 based upon her/his years of continuous service. The employee will not be entitled to vacation leave with pay until June 1.

(b) The Employer and Union agree to the following process for employees who transfer from full-time to part-time status during the vacation period June 1 to May 31.

i) Upon date of transfer to part-time status to the end of the vacation period the employee shall be required to reduce his/her vacation leave credits under Article 17.01 to zero (0) hours within two (2) months of transfer to part-time status or the end of the existing vacation year, whichever is sooner.

ii) On June 1 the employee will be provided with vacation pay earnings as per Article 17.02 based on their earnings for that vacation year. The employees shall continue to be covered under Article 17.02.

17.09 An employee who is on an approved leave of absence without pay of more than thirty (30) calendar days shall not accumulate vacation while on leave, except that this Article does not apply to employees off on pregnancy/parental or WSIB leaves

ARTICLE 18 - LEAVE OF ABSENCE

18.01 The Employer may grant leave of absence without pay to any employee with less than one year's service for legitimate personal reasons. The Employer shall grant leave of absence without pay to any employee with one year of service or more for legitimate personal reasons provided that such leave does not unduly impair the operating capability of the Centre.

It is expressly understood that, during extended leave of absence, seniority shall continue to accumulate and that the employee shall be responsible for paying the premium cost of his/her welfare benefits during the said leave of absence.

18.02 Personal leave of absence shall be dealt with by an employee application for leave of absence in writing submitted as far in advance as possible to his/her Supervisor who will refer it to the Centre Administrator containing the Supervisor's recommendation. The Administrator shall give his/her answer in writing as soon as practical.

18.03 Personal leave of absence may be extended by the Employer on receipt of written or oral request. The request and approval of the extension shall be confirmed in writing as soon as possible.

18.04

(a) Pregnancy and parental leave of absence shall be administered in accordance with the provisions of the Ontario Employment Standards Act, as amended from time to time.

An employee shall be granted an extension to the said leave provided that it is requested at the time application is made for parental leave as provided for in the Ontario Employment Standards Act. The duration of the pregnancy leave, parental leave and extension combined shall not exceed twelve (12) calendar months.

Seniority shall be retained and accumulated during the above leave(s). Benefits shall be maintained by the Employer during pregnancy leave and during the first six (6) months of parental leave plus extension. Benefits shall be paid by the employee for any period of parental leave plus extension which is greater than six (6) calendar months.

(b) On confirmation by the Employment Insurance Commission of the appropriateness of the Supplemental Employment Benefit Plan, an employee on pregnancy or parental leave as provided under this agreement, who is in receipt of pregnancy or parental benefits under the Employment Insurance Act, shall be paid a supplemental employment benefit. This benefit will be equivalent to the difference between seventy-five (75) per cent of her/his regular weekly earnings and the sum of her/his weekly Employment Insurance benefits and any other earnings.

Such payment shall commence following completion of the two week Employment Insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance pregnancy or parental benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks of either pregnancy or parental leave, but not both. The employee's regular weekly earnings shall be determined by multiplying her/his regular hourly rate on the last day worked prior to the commencement of the leave times her/his normal weekly hours.

The employee does not have any vested right except to receive payments for the covered Employment period. The SUB Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

- 18.05** The Administrator will upon two (2) weeks' notice of request of leave of absence in writing, grant leave of absence without pay or loss of seniority to delegated employees to attend union business, provided that such leave does not exceed seven (7) calendar days, and further provided that no more than five (5) employees are absent at any one time and furthermore no more than two (2) employees are absent from one department at any one time. The Employer shall have the right to place reasonable limits on the number of days granted under this article where the number of days requested would unduly impair the operating capability of the Centre.

An employee normally scheduled to work on the requested day off shall receive the pay and benefits provided for in this agreement when on unpaid leave of absence for union business. However, the Union shall reimburse the Employer for all pay and the cost of statutory or legislated benefits during the period of absence from work. An employee on union business on a scheduled day off from the employer is not entitled to another day off from the employer.

- 18.06** In the event of the death of an employee's husband, wife or same-sex partner, child, father, mother, father-in-law, mother-in-law, brother or sister, grandchild, the Employer shall grant up to three (3) consecutive days' leave of absence without loss of pay. Death of a brother-in-law, sister-in-law, grandparent, spouse's grandparent, son-in-law, daughter in-law shall result in paid leave of one (1) day.

Upon request, the Employer shall grant reasonable time off without pay to an employee for required travel to attend the funeral of a family member.

- 18.07** If an employee is required to serve on jury duty or subpoenaed as a witness on his/her scheduled work day, the Employer will pay the employee his/her full wages, provided he/she turns over to the Employer the amount received as compensation, and further, provided the employee reports for work when not required at court.

- 18.08** At the request of the Union, and upon six (6) weeks advance written notice, the Employer shall grant to an employee elected or selected as the President of the Union or other full time local Union position a leave of absence with pay for the duration of the applicable term of office, or any lesser period which may be requested by the Union provided such leave will be granted on a full-time basis for a minimum period of three (3) months, and provided that the Union reimburses the Employer for the salary and benefits involved. Upon completion of the applicable leave, the employee shall be returned to his/her previous assignment. Regardless of the length of the applicable leave, full seniority rights shall be granted.

18.09 Family Medical Leave

The supervisor shall grant up to eight (8) weeks of unpaid Family Medical Leave in accordance with the terms and regulations of *The Employment Standards Act*, as amended from time to time.

Benefit coverage shall continue while an employee is on family medical leave contingent on the employee continuing to pay LTD premiums.

- 18.10** One day paid leave for employees who attend their own Canadian Citizenship Ceremony.

18.11 Employees will be granted time off without loss of pay to attend to religious observance obligations that conflict with their regular scheduled hours of work in accordance with the Ontario Human Rights Code.

ARTICLE 19 - WELFARE BENEFITS

19.01 The Employer shall pay the full cost of the premiums of the following insured plans for its full-time employees to be administered in accordance with the rules and regulations of the plans:

- (a)
 - i) Compulsory life insurance at two (2) times annual basic earnings to a maximum of \$200,000. Optional Life Insurance coverage to Employees (\$300,000 maximum), spousal (\$200,000 maximum) and Dependants (\$10,000 per child) and coverage will end at age 70 years old. Optional Critical Illness Insurance to a maximum of \$100,000 and coverage will end at age 65 years old. All Optional Insurance will be 100% employee paid.
 - ii) Compulsory accidental death and dismemberment insurance of two (2) times to a maximum of \$200,000 annual basic earnings. Optional coverage to a maximum of \$300,000. Optional coverage is 100% employee paid.
- (b) Semi-Private hospital accommodation.
- (c) Extended Health benefit on a \$10.00 individual and \$10.00 family yearly deductible basis. The extended health benefit shall provide for generic prescription drug coverage with a proviso for physician override. A pay direct drug card will be provided with this coverage.
- (d) Up to six (6) days' Approved Absence Days shall be granted per service year.
- (e) Short Term Disability Benefits, payable from the first day of non-occupational injury or hospitalization and from the fourth day of sickness as follows:
 - i) up to two weeks (10 days) at full pay;
 - ii) an additional 24 weeks at 80% pay;
 - iii) full pay shall be limited to two weeks (10 days) per calendar year, and no time spent on Short Term Disability shall be deducted from the Approved Absence Day allotment noted in d) above.

Where there is a question as to whether a claim is occupational or non-occupational, the Employer will continue the payment of Short Term Disability benefits pending a decision by the Workplace Safety and Insurance Board to accept liability for such claim, provided the employee agrees to authorize in writing, in a form acceptable to the insurer, the Workplace Safety and Insurance Board to reimburse the insurer from any such Workplace Safety and Insurance Board benefits to the extent of the amount of disability income benefits paid. This form is set out in Appendix B.

- (f) Compulsory Dental Plan – to be administered in accordance with the O.D.A. fee schedule for the year preceding the current year. The basic plan to be 100% paid by the Employer. The major restorative benefit including orthodontic benefit to be 50% paid by the Employer with the employee portion being paid through payroll deduction. Dependents under 21 years of age (25 if a full-time student) are eligible for the orthodontic benefit on a 50% reimbursement basis up to a lifetime maximum of \$2,000.00 per enrolled dependent child. The maximum combined benefit per eligible person is \$2,500 per calendar year.

Note: this benefit becomes effective the first of the month following full ratification of this agreement.

- (g) Effective the first of the month following full ratification of this agreement, Vision Care with a \$375.00 maximum every twenty-four (24) months. A vision examination every two (2) years costing up to \$75 shall be a qualifying expense.
- (h) The Employer shall administer for all regular full-time employees up to age 65 a compulsory long-term disability plan in accordance with the policies, rules and regulations governing the Administration long-term disability plan providing an income of 60% of the employee's annual basic earnings, tax exempt, based on twenty-four (24) month own occupation and \$5000 per month maximum, with premiums to be paid 100% by the employee.
- (i) Employer to provide a Medipassport.
- (j) A dispensing fee cap of \$10 will apply.
- (k) Orthopedic shoes (including orthotics/inserts) will be capped at \$500 per family per benefit year. This orthopedic cap maximum is waived if the shoes are attached to and form part of a brace.

19.02 Regular full time employees who have reached age 70 will be entitled to the following benefits:

- (a)
 - i) Compulsory life insurance coverage of one (1) times basic earnings, reducing to \$2,500 at age 75, to be 100% Employer paid.
 - ii) Compulsory accidental death and dismemberment (AD&D) insurance of one (1) times basic earnings, ending at age 75 to be 100% Employer paid.
- (b) Hospital accommodation as noted in 19.01 (b);
- (c) Extended health benefits as noted in 19.01(c);
- (d) Approved absence days as noted in 19.01 (d);
- (e) Short Term Disability Benefits as noted in 19.01 (e);
- (f) One hundred percent (100%) of the current Ontario Hospital Insurance Program as noted in 19.01 (f);
- (g) Compulsory dental plan as noted in 19.01(g);
- (h) Vision care as noted in 19.01 (h);

(i) Medipassport as noted in 19.01(j).

19.03 An employee is required to provide sufficient notice to the Human Resources Division through the Centre's administrative office where a change is required to be made to:

- i) benefit coverage, entitlement, or exemption status;
- ii) residence, telephone, marital or dependants' status.

The Employer shall make the necessary change upon receipt of the written notice of the requested effective date whichever is later but in no case shall the effect of the change be retroactive.

19.04 Early Retiree Benefits

i) For employees retiring on a reduced or unreduced pension with a minimum of 5 years of service at a minimum age 55, employees may elect the following up to age 65:

- (a) Life Insurance 1 x annual salary 50% employer paid reduced to \$2,500 (Region paid) at age 65;
- (b) Extended Health - 50% employer paid
 - 80% reimbursement
 - vision care 80% of \$200 every 24 months
- (c) Dental - 50% employer paid, annual maximum of \$2000 per person, per calendar year.
 - Basic - 80% reimbursement
 - Major restorative - 50% reimbursement
 - Orthodontics - 50% reimbursement up to plan maximums (eligible dependent children only)
- (d) Health Spending Account (HSA) HSA to pay for medical/dental benefits not covered by the plan and deemed eligible by the Canada Customs and Revenue Agency.

 \$750 if both Extended Health and Dental coverage elected.

 \$375 if either medical or dental elected

 A carry over to the maximum of a two year accrual of the HSA can occur subject to the regulations as established by the Canada Customs and Revenue Agency and the contract between the Region and the Benefit Provider.
- (e) Survivor Benefits In the event of death of the employee, the spouse may continue benefits until age 65 by continuing to pay the applicable premiums.

19.05 It is agreed by the parties that the terms of the settlement for this Collective Agreement satisfy or more than satisfy all legislative requirements related to the sharing with employees of the portion (5/12th) of the Employer's Employment Insurance (EI) reduced premium cost, assuming that the Employer's request for such premium cost reduction is approved by Human Resources Development Canada (HRDC).

19.06 Paramedical Practitioners

The following expenses are reimbursed one-hundred percent (100%) subject to the specified per visit maximums. Referral to these services by a licensed physician is not required for reimbursement.

Professional services of the following licensed, certified or registered paramedical practitioners (when operating within their recognized fields of expertise) up to \$275 for each covered person per benefit plan year for each practitioner: Chiropractor*, Massage Therapy, Naturopath, Chiropodist, Osteopath*, Physiotherapist, Podiatrist, Psychologist, Speech Therapist, Audiologist, Social Worker, Dietician and Occupational Therapist.

*includes a maximum of \$15 for one x-ray examination ordered by a licensed chiropractor or osteopath.

**an additional \$100 per benefit plan year may be paid per covered person for the surgical removal of toenails or the excision of plantar warts.

Note: Under some circumstances, benefits may not be payable until the government plan, where applicable, has paid its yearly maximum. Where a practitioner is charging over and above the government fee schedule, the difference between the government fee and the practitioner charge may be claimed.

Professional services of a Registered Nurse (RN), only while the patient is not confined to a hospital, up to a maximum of \$15,000 during any period of three (3) consecutive benefit plan years.

The Registered Nurse (RN) or practitioners noted above may not be someone normally residing in the patient's home.

Hearing Aids up to a maximum benefit of \$500 for each covered person, every five (5) benefit years.

19.07 Should there be a change of the carrier of any or all of the employee benefits set forth in this Article, such change of carrier shall not itself result in a change in the benefit levels established under the Collective Agreement.

ARTICLE 20 - HOURS OF WORK AND OVERTIME

20.01 The normal work period shall be ten (10) eight (8) hour shifts to a total of eighty (80) hours within a fourteen (14) calendar day period inclusive of two (2) fifteen (15) minute rest periods and a thirty (30) minute meal period. The shift starting and stopping times shall be arranged by the Employer. It is understood that employees must be available for work if and when called upon during the paid meal period.

20.02 The regular work week above does not represent a guarantee of work and employees may work less than forty (40) hours per week, or less than eighty (80) hours in a two-week period.

20.03 The days of work for an employee, the starting and quitting times each day, and the time and duration of lunch and rest periods will be determined by the Employer in accordance with its requirements. Shift schedules will be posted on the Bulletin Boards at least two (2) weeks in advance. Employees will be notified as far in advance as practical of any change in their schedules, and major changes of schedule will take place only after discussion with the Union Committee.

20.04 Rest period of fifteen (15) minutes' duration will be provided for an employee for each half shift worked.

20.05

(a) The Employer will endeavour to offer overtime work as equally as practical amongst the employees in the applicable classification. Individual employees may refuse a request to work overtime for legitimate personal reasons. But in the event that the Employer is unable to get enough volunteers for the overtime work required, then such work shall be assigned to employees in that classification on an inverse seniority basis currently working the shift preceding the call-in before part-time or student help are utilized.

(b) In accordance with part a) overtime will be offered to the next full-time employee on the full-time equal opportunity list. For clarification, this is the next full-time employee listed immediately after the last full-time employee scheduled to work overtime.

(c) The remedy for failure to offer required overtime work will be payment for the missed opportunity.

20.06 Overtime at the rate of one and one-half (1½) times an employee's hourly rate will be paid for all time worked in excess of eight (8) hours on any one shift, or in excess of 80 hours in a two-week period.

It is understood that absence by reason of sickness, injury, vacation, holiday, bereavement, or similar authorized absence shall be deemed to be "time worked" for purposes of determining an employee's entitlement to daily overtime.

20.07 No employee shall be required to lay-off in regular hours for the purpose of off-setting or circumventing the application of overtime rates of pay.

20.08 Every employee who is called back and required to work in an emergency outside of his/her regular working hours shall be paid a minimum of three hours at the applicable overtime rate, upon authorization of the Administrator or his/her designate.

20.09 In the event an employee reports without being advised not to report for work, an employee shall be guaranteed four (4) hours' work or a minimum of four (4) hours' pay at his/her regular rate of pay.

20.10 Employees shall be paid a shift premium of eighty-five cents (\$0.85) per hour for each hour worked outside the normal hours of the day shift, provided that such hours exceed two (2) hours if worked in conjunction with the day shift.

The employer will provide a weekend premium of \$0.50 per hour for hours of work between 23:00 Friday night and 23:00 Sunday night. This premium is in addition to the regular premium.

Note: This premium becomes effective the first of the month following full ratification of this agreement.

20.11 In no event shall overtime or premium compensation be duplicated, compounded or pyramided.

20.12 Part-time employees are governed by the provisions of this Article with the exception of clauses 20.01, 20.02, 20.05, 20.08 and 20.11 which shall not apply.

ARTICLE 21 - CLASSIFICATIONS AND RATES OF PAY

- 21.01** The Employer shall classify employees in accordance with the wage schedule (Schedule 1), and pay the wage rates applicable thereto.
- 21.02** The classification titles are descriptive only and employees will be required to perform related or assigned duties.
- 21.03** The Employer may temporarily fill any position in which event that employee so assigned shall receive the job rate of the temporary assignment if greater than his/her own rate after four (4) hours or more is worked in any pay period.
- 21.04** When a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date of the commencement of the new rate established by the Employer.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in this Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other classifications within the bargaining unit, having regard to the requirements of such classifications.

ARTICLE 22 - GENERAL PROVISION

- 22.01** Special meetings between the Employer and the Union Executive Committee may be called when necessary and as requested by either party. Any meeting so called shall be paid for at the employee's regular rate of pay provided that such time spent is during their regular working hours. Either party shall endeavour to submit in writing, prior to such meetings suggestions and requests which they deem important for discussion. Meetings shall be held as soon as practical.
- 22.02** The OMERS and Canada Pension Plans will continue as presently in accordance with the provisions of the plans and applicable Regional By-laws.
- 22.03** The Union will have a separate Bulletin Board at Tall Pines, for posting of Union "Meeting" notices, and all other Union notices to require the prior approval of the Centre Administrator or his/her designate prior to posting.
- 22.04** Where legislation requires the successful completion of training courses to qualify for, or continue in specific classifications, the Employer will require attendance where and when appropriate and will pay the employee's tuition on one occasion only. Regular pay lost through attendance at such courses shall be paid by the Employer.
- 22.05** Apart from any normal training programs of the ½ or full day type, the Employer may schedule during normal working hours specific in-house training sessions lasting 2 hours or less.

Where an employee is called in to attend such training sessions, such employee will receive two (2) hours regular pay.

- 22.06** The Employer shall provide an annual clothing allowance of \$160.00 in accordance with the Letter of Understanding attached to this Agreement.
- 22.07** The Union and the Employer desire every employee to be familiar with the provisions of this agreement. For this reason, the Employer shall print, on a 50/50 cost-shared basis with the Union, sufficient copies of the agreement in booklet form within (60) calendar days of signing.
- 22.08** The Employer agrees to forward an electronic copy and the booklet of the renewed Collective Agreement to the CUPE National Office indicating who the appropriate contact is for the employer should there be any concerns or questions.

ARTICLE 23 - CONTRACTING OUT

- 23.01** Without restricting its right to determine the methods by which municipal services are to be provided, the Employer agrees that no employee with one or more years of continuous service shall be laid-off or have his/her employment terminated as a result of contracting out work or services of a kind performed by its employees.

ARTICLE 24 - PERSONNEL FILES

24.01 Access to Personnel File

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

24.02 Clearing of Record

Any letter of reprimand, suspension or other sanction shall be removed from the record of an employee after a period of 18 months, provided that there has been no subsequent discipline during the 18 month period.

Any absence from work by the employee in excess of thirty (30) consecutive days during the 18-month period shall be excluded from the calculation of the expiry date of this period.

ARTICLE 25 - DURATION

25.01 This Agreement, which supersedes all previous Agreements, will remain in effect from and including the 1st day of December, 2011 to and including the 30th day of November 2013. Notice of amendment or termination may only be given during a period of one hundred and twenty (120) to thirty (30) days preceding the 30th day of November, 2013 or any succeeding anniversary date. If such notice is not given in accordance with the terms hereof, the Agreement will continue in effect from year to year thereafter.

IN WITNESS HEREOF, each of the parties has caused this Letter to be signed by its duly authorized representatives this _____ day _____ of, 20__.

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
CUPE National Representative

Kathryn Lockyer
Regional Clerk

Lola Silbourne
Bargaining Committee Member

Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

SCHEDULE 1

CLASSIFICATIONS AND RATES OF PAY

Classification	Effective December 1, 2011			Effective December 1, 2012		
	Start	6 Months	12 Months	Start	6 Months	12 Months
Dietary Aide	\$21.19	\$21.90	\$22.53	\$21.40	\$22.12	\$22.76
Facility Aide	\$20.47	\$21.26	\$21.84	\$20.67	\$21.47	\$22.06
Maintenance Person	\$20.47	\$21.26	\$21.84	\$20.67	\$21.47	\$22.06
Rehabilitation Assistant	\$23.01	\$23.88	\$24.56	\$23.24	\$24.12	\$24.81
Nursing Attendant	\$22.78	\$23.51	\$24.22	\$23.01	\$23.75	\$24.46
Adult Day Support Worker	\$21.97	\$22.70	\$23.41	\$22.19	\$22.93	\$23.64
Day Program Assistant	\$23.46	\$24.26	\$25.00	\$23.69	\$24.50	\$25.25
Activation Therapist	\$24.17	\$25.19	\$25.97	\$24.41	\$25.44	\$26.23
Cook	\$26.02	\$26.89	\$27.69	\$26.28	\$27.16	\$27.97
R. P. N.	\$27.84	\$28.96	\$29.83	\$28.12	\$29.25	\$30.13

1. Employees possessing accredited certificates recognized by the Province of Ontario for Nursing Attendant (Personal Support Worker Certificate), Cook (Ministry of Trade License) and Dietary Aide (Food Service Worker Certificate) classifications shall be paid a premium of fifteen cents (\$0.15) per hour while actively working in those classifications.

Employees must provide proof of the certificate and the premium pay rate shall be applied effective the pay period in which the proof is provided.

2. Employees while engaged in lead hand classifications shall be paid a Lead Hand premium of forty cents (\$.40) per hour. Lead Hands shall be required to undertake and perform various and miscellaneous duties as assigned by their supervisor. Lead Hands are not vested with authority to dispense disciplinary measures or actions, hire or discharge. A Lead Hand may be required to supervise the needs of the section or unit during the temporary absence of the supervisor.

Whenever a lead hand position is required to be filled it shall be posted in accordance with the provision of Article 13.

APPENDIX B

WSIB BENEFIT RECOVERY

AGREEMENT AND UNDERTAKING

In consideration of the payment to me by Sun Life Assurance Company of Canada of Disability Income benefits under Group Contract 25038, Certificate Number _____ with respect to my total disability claim which commenced on _____ (yyyy/mm/dd) I do hereby undertake to repay the total of such benefits, or such portion thereof as circumstances may require to Sun Life Assurance Company of Canada, should the Workplace Safety and Insurance Board accept liability and pay Workplace Safety and Insurance Board Benefits for my total disability claim.

I hereby authorize the Workplace Safety and Insurance Board to reimburse the Sun Life Assurance Company of Canada from any such Workplace Safety and Insurance Board benefits to the extent of the amount of disability income benefits paid.

Dated at _____ this _____ day of _____, 20__.

Witness _____ Signature _____

Address _____ W.S.I.B. Claim File No.: _____

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20__

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
CUPE National Representative

Kathryn Lockyer
Regional Clerk

Lola Silbourne
Bargaining Committee Member

Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF UNDERSTANDING

UNIFORM ALLOWANCE

This letter will confirm the understanding reached by the parties with respects to the matter of uniform allowance for Tall Pines employees on jobs where they are required to wear a uniform.

1. The uniform allowance payment which covers the period June 1 to May 31 will be paid in a lump sum and issued in June of each year in accordance with the Schedule below.
2. Effective July 4, 2011 all full-time employees shall receive a uniform allowance in accordance with the schedule below.

<u>Payment Schedule</u>		
	<u>Full-Time</u>	<u>Part-Time</u>
Completed 12 continuous months service	\$ 160.00	\$ 80.00
11 months but less than 12 months	\$146.67	\$73.34
10 months but less than 11 months	\$133.34	\$66.67
9 months but less than 10 months	\$120.01	\$60.00
8 months but less than 9 months	\$106.68	\$53.34
7 months but less than 8 months	\$93.35	\$46.68
6 months but less than 7 months	\$80.02	\$40.01
5 months but less than 6 months	\$66.69	\$33.35
4 months but less than 5 months	\$53.36	\$26.68
3 months but less than 4 months	\$40.03	\$20.01
2 months but less than 3 months	\$26.70	\$13.35
1 months but less than 2 months	\$13.37	\$6.69
less than 1 month	nil	nil

NOTE:

- 1) For purposes of computing eligibility for uniform allowance, the uniform allowance period shall end on May 31st.
- 2) In order for an employee to be credited with Service for purposes of uniform allowance, the employee must have worked at least one day in the calendar month.
- 3) All part-time staff shall receive fifty percent (50%) of the prescribed uniform allowance in accordance with the Schedule above.
- 4) New employees starting between the 1st – 15th of the month will receive credit for the payment for the full month. Employees starting after the 15th of the month will be eligible to receive uniform allowance beginning the following month.
- 5) Uniform clothing must be worn by employees unless permission has been obtained from the employee's supervisor to excuse the wearing of uniform dress.
- 6) Each employee is personally responsible for ensuring that uniform dress is presentable in appearance at all times, i.e., clean and in good repair.
- 7) An employee has the option of selecting their own material colour and style of uniform wear.

LETTER OF UNDERSTANDING
STAFF SCHEDULING/VACATION

The parties set out the following Vacation Scheduling Protocol to be used at Tall Pines.

POLICY

Requests for vacation should be submitted before deadline dates. Vacations will be granted according to the current schedule of the CUPE contracts.

PURPOSE

1. To ensure adequate coverage of all workstations.
2. To ensure that staff take vacation entitlement due to them.

PROCEDURE

1. Management will determine the number of full-time and part-time staff who will be on vacation at any one time. Adequate staff coverage of all workstations must be maintained. Overtime will not be used to cover for vacation time.
2. The selection of vacation dates, where practicable, will be granted on the basis of seniority for all requests submitted prior to the applicable deadline. (This is in accordance with Article 17.04 of the CUPE contracts).
3. All vacation requests are to be written on a Request for Leave form and submitted to the department Supervisor within the specified deadline dates. Forms are available from the Supervisor or business office.

4.	<u>REQUEST SUBMISSION DEADLINES</u>	<u>FOR VACATIONS IN THE MONTH OF</u>
	December 15	February 1 – to – April 30
	March 15	May 1 – to – June 30
	May 15	July 1 – to – September 30
	August 15	October 1 – to – January 31

5. A response to a vacation request will be given two (2) weeks after the deadline date for submission. The response will be indicated on the Request for Leave form.
6. Special requests submitted prior to the applicable deadline will be dealt with on an individual basis.
7. Requests submitted after the deadline may be considered if adequate coverage is available. These will be granted on a first come, first serve basis.
8. Emergency situations will be dealt with on an individual basis.
9. An employee's accumulated vacation entitlement at any point in time shall not exceed the total vacation days earned over eighteen (18) months in the case of employees with less than ten (10) years' service, and twenty-four (24) months in the case of employees with ten (10) years' service or more.
10. Vacations cannot be taken in advance of being earned.

11. Vacations are not normally granted between December 15 and January 2 in order to give all staff time off at Christmas or New Year's.
12. For pre-payment of vacation entitlement please see Appendix A of the CUPE contracts.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20__

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
CUPE National Representative

Kathryn Lockyer
Regional Clerk

Lola Silbourne
Bargaining Committee Member

Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT

VOLUNTEER HOURS

Notwithstanding Article 2.06 as amended by the parties, the Home Administrator shall provide to the Union by June 1, 2013, the total number of volunteers and volunteer hours for the calendar year 2012.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20__

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Nancy Polsinelli
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Lorraine Graham-Watson
Commissioner, Corporate Services

Helen Manning
CUPE National Representative

Kathryn Lockyer
Regional Clerk

Lola Silbourne
Bargaining Committee Member

Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF UNDERSTANDING

BENEFIT BOOKLETS

Within ninety (90) days of ratification, the Employer shall make available for reference, booklets at the main reception. Employees will be notified of the location of the booklets.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20____

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
CUPE National Representative

Kathryn Lockyer
Regional Clerk

Lola Silbourne
Bargaining Committee Member

Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT

PAY EQUITY MAINTENANCE COMMITTEE

1. The Employer and the Union agree to the formation of a “Pay Equity Committee” (hereinafter referred to as “the Committee”) whose purpose will be to establish and maintain pay equity for the employees of the bargaining unit on a total compensation basis as defined by the Pay Equity Act. The parties shall within ninety (90) days of full ratification of this agreement, establish the Pay Equity Committee.
2. The Committee will be comprised of two (2) members each from CUPE 966 – Malton Village, Peel Manor, Sheridan Villa and Tall Pines and an equal number of members provided by the Employer.
3. The Committee will determine the Job Evaluation tools including the Questionnaire, the Job Evaluation Questionnaire Administration Guide and factor weightings. The Committee shall be supplied with all relevant job documentation, existing job descriptions, job specifications, ratings and evaluation results, where they exist.
4. No classification shall have its rate of pay reduced because of any new evaluation and/or Pay Equity maintenance.
5. Nothing in this letter of agreement shall be interpreted as barring either party to this agreement from engaging consultants/advisors as representatives of either party to the Committee. They shall function as Consultants/Advisors with voice but no vote, and shall not sit as members of the Committee. Either party wishing to have a consultant/advisor present for a Committee meeting, shall provide thirty (30) days-notice of their intent to invite their consultant/advisor to the meeting.
6. Should a disagreement occur, the matter shall be referred to a single arbitrator, who shall be jointly selected by the parties to this Agreement. The power of the arbitrator shall be limited to the matters in dispute as submitted. The decision shall be final and binding on the parties. The documentation on the matters in dispute shall be exchanged prior to the arbitration. Documentation provided to the Arbitrator shall include Job Evaluation documents such as job descriptions, job postings, job specifications, the Job Evaluation Questionnaire Administration Guide, and any other pertinent information. The arbitrator’s fees and expenses shall be determined in advance and shall be borne equally by both parties. Should the parties be unable to agree on a single arbitrator within ten (10) working days of either party’s notice to arbitrate, the matter shall be forwarded to the Pay Equity Commission for resolution.
7. The employer shall release without loss of regular pay or benefits or seniority, the representatives named by the Union to attend sessions of the Committee.

8. The implementation of any pay equity changes shall be in accordance with the Pay Equity Act of Ontario.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20____

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
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Kathryn Lockyer
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Lola Silbourne
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Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT

INFECTION CONTROL DURING AN OUTBREAK

The parties agree to the following protocols for compensation in cases of infection control hereafter referred to as “outbreak” as deemed appropriate by the employer and as may be directed by the Medical Officer of Health.

Part-time and full-time employees shall be paid by the employer for scheduled shifts missed when:

1. The employee provides a medical certificate confirming the employee is unable to be vaccinated or use the anti-viral medication. The employee is paid for all scheduled shifts missed for the duration of the outbreak.
2. The employee is not vaccinated or using the anti-viral medication and is working on the day the outbreak is declared. If the employee is not permitted to remain in the Centre the employee is paid for that scheduled shift.
3. The employee is medically not able to be vaccinated. The employee begins using anti-viral medication. The employee is paid for scheduled shifts missed during the period for the anti-viral medication to take effect. The employee then returns to work.
4. The employee is sick during the outbreak. The employee is cleared via a medical certificate to return to work. The employee is not permitted to work until infectious free. The employee is paid for scheduled shifts missed during the infectious free period.
5. The Centre suspects an employee may have symptoms related to the outbreak. The employee is advised to leave or not attend work. The employee is paid for scheduled shifts missed during the period the employee is not permitted to work if the employee presents a medical note confirming the employee was fit for work.

Non - Payment for Scheduled Shifts During An Outbreak– full time & part time

1. The employee is medically fit to be vaccinated or take the anti-viral medication and elects not to.

WSIB

The parties agree that the employee can submit a claim to WSIB should the employee have symptoms consistent with the outbreak.

Medical Notes

Where medical certification is required by the employer, the Employer shall reimburse the employee should the employee incur a cost for the medical certificate.

Anti-Viral Medication

The Employer will reimburse anti-viral medication purchased by part-time employees if the employee is medically not able to be vaccinated.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20____

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
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Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT

CERTIFICATION PAY

Employees hired into Peel Manor, Sheridan Villa, Tall Pines or Malton Village Long Term Care Centre subsequent to July 4, 2011 will not receive Certification Pay as described in Schedule 1, Classifications and Rates of Pay.

Employees represented by CUPE working in any of the above LTC Centres prior to July 4, 2011, will be "grandparented".

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20____

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
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Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT
EARLY RETIREE BENEFITS

The parties agree that any enhancements to the Early Retiree Benefits will be implemented across the Region of Peel and deemed to be included in the current Collective Agreement.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20____

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

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Jeff Sawchuk
(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT

JOINT LABOUR MANAGEMENT COMMITTEE

A Joint Labour Management Committee (JLMC) is established to discuss matters of mutual concern. The committee shall consist of the unit Vice President and Chief Steward from each Centre and up to two (2) representatives from the management group at each Centre plus the Human Resources Associate(s) who shall chair the meeting. The CUPE National Representative may also attend. Subject matter experts may be invited as necessary.

The JLMC shall meet two (2) times per year for four (4) hours per meeting. This time to be deemed work time and to be paid at straight time or with compensating time off. The meetings will be scheduled no later than the end of January each year.

All agenda topics shall be forwarded to the Human Resources Associate(s) two (2) weeks in advance of the meeting.

The local Labour Management Committee (LMC – Tall Pines) shall continue to have access to operational and financial information related to Joint Efficiency and Productivity as in the past.

Scheduling practices will be discussed at JLMC. Scheduling practices if agreed upon by the parties can continue to be discussed at the LMC meeting at the Centre.

In the event of lay-offs and restructuring in a Centre there shall be an individual committee established at that Centre.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20__

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
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Lola Silbourne
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(Acting) Manager, Employee and Labour
Relations

Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

LETTER OF AGREEMENT

STEWARD MEETINGS

When required, however, not more than twice (2) per year, the Unit Vice President, along with Union Stewards, including the Chief Steward, shall be allowed to meet eight (8) hours, without loss of pay, to discuss labour relations and workplace issues pertaining to Long Term Care.

The meeting shall be scheduled one (1) month prior to the Joint Labour Management Committee (JLMC) meeting in order that concerns/issues can be brought forward for the agenda two (2) weeks in advance of the meetings.

This letter establishes these meetings on a trial basis for the duration of this Collective Agreement. The effectiveness of these meetings will be reviewed periodically at the JLMC.

IN WITNESS HEREOF, each of the parties has caused this Letter to be renewed by its duly authorized representatives this _____ day of _____, 20____

Signed on behalf of the Regional Municipality
of Peel

Signed on behalf of the Union

Carolyn Clubine
Director, Long Term Care

Mary Jo Falle
President, CUPE Local 966

Janette Smith
Commissioner, Health Services

Helen Manning
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Kathryn Lockyer
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Jeff Sawchuk
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Sal Mohammed
Bargaining Committee Member

Robinson Masih
Bargaining Committee Member

8. MEDICARE SUPPLEMENT BENEFIT PROVISION**ELIGIBLE EXPENSES**

Eligible Expenses are charges for the following services or supplies which are medically necessary in relation to the nature and severity of the illness

Prescription Drug Benefit

Drugs or supplies must be prescribed by a Doctor or Dentist and dispensed by a licensed pharmacist.

Certain drugs prescribed by other qualified health professionals will be covered the same way as if the drugs were prescribed by a Doctor or a Dentist if the applicable provincial legislation permits them to prescribe those drugs.

For Long Term Care – Malton Village, Peel Manor, Sheridan Villa and Tall Pines

Subject to Ineligible Expenses, charges for medication listed in the Federal or Provincial Drug Schedules which bears a Drug Identification Number (DIN) and which requires a prescription. Injectable drugs, injectable vitamins, insulins and allergy extracts bearing a DIN. Extemporaneous preparations and compounds, of which at least one ingredient is an eligible drug under this benefit provision. All disposable needles (including disposable needles for reusable insulin delivery devices), syringes, lancets and chemical reagent testing materials used for monitoring diabetes. Non-prescription drugs with a DIN prescribed by a Doctor in the treatment of certain chronic conditions. Drugs for the treatment of infertility, which require a prescription. Drugs for the treatment of erectile dysfunction, when prescribed in writing by a Doctor, up to a maximum of \$1,200 per person in a benefit year.

For Long Term Care – Malton Village, Peel Manor, Sheridan Villa and Tall Pines smoking cessation products available only when prescribed in writing by a Doctor, up to a lifetime maximum of \$500 for each person.

Ineligible Expenses - Payment is not made for:

1. atomizers, appliances, prosthetic devices, colostomy supplies, first aid kits or equipment, electronic diagnostic monitoring or testing equipment, reusable insulin delivery devices, delivery or extension devices for inhaled medications, spring loaded devices used to hold lancets, alcohol, alcohol swabs, disinfectants, cotton, bandages, or supplies and accessories for any of the above.
2. oral vitamins, minerals, dietary supplements, infant formulas or injectable total parenteral nutrition (TPN) solutions, whether or not such items are prescribed for medical reasons, except where Federal or Provincial law requires a prescription for their sale.
3. diaphragms, condoms, contraceptive jellies/foam/sponges/suppositories, intrauterine devices (IUDs) contraceptive implants, or appliances normally used for contraception, whether or not such items are prescribed for medical reasons.
4. proprietary medicines bearing a GP (general product) number, as defined in Division 10 of the Food and Drug Act, Canada, or homeopathic preparations.
5. prescriptions dispensed by a Doctor, clinic, Dentist or in any non-accredited hospital pharmacy, or for treatment as an in-patient or out-patient in any hospital, including emergency status drugs and investigational status drugs, unless otherwise approved by Sun Life.

IN THE MATTER OF AN ARBITRATION

BETWEEN:

REGIONAL MUNICIPALITY OF PEEL

(the "Employer")

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 966

(the "Union")

IN THE MATTER OF:

RENEWAL COLLECTIVE AGREEMENT

BOARD OF ARBITRATION:

Kevin M. Burkett	- Chair
Paul Young	- Employer Nominee
Menno Vorster	- Union Nominee

APPEARANCES FOR EMPLOYER:

Rick Baldwin	- Counsel
Shawn Adkins	- Counsel
Carolyn Clubine	- Director LTC & CSS Division
Paul Vandenberg	- Manager, Labour Relations
Steve Hill	- HR Associate
Kareima Baksh	- HR Associate
Jim Egan	- Administrator - Peel Manor
Rejane Dunn	- Administrator - Tall Pines
Terry Teare	- Administrator - Malton Village

APPEARANCES FOR UNION:

Andrew Ward	- Advocate
Helen Manning	- National Representative
Mary Jo Falle	- Local President
Bridgette Osborne	- Secretary-Treasurer
Michel Revelin	- Local Vice President

Mary-Ann Drys	- Unit Vice President - Peel Manor
Vera Steciuk-	- Unit Vice President - Sheridan Villa
Lola Silbourne	- Unit Vice President - Tall Pines
Salil Arya	- Unit Vice President - Malton Village
Ese-Oghene Atiyota	
Corene Austin	
Linda Bavington	
Donna Pinnock	
Amrit Randhawa	
Cidalia Soares	

A hearing in this matter was held on May 2, 2014 in Mississauga, Ontario.

We have been appointed under the Hospital Labour Arbitration Act as a Board of Arbitration to adjudicate upon the issues that remain in dispute between the parties in regard to the renegotiation of their collective agreement. The collective agreement is with the Regional Municipality of Peel and covers the service employees at two municipally operated homes for the aged and two municipally operated long-term care centres. This collective agreement expired November 30, 2011. There is no dispute with respect to our jurisdiction in this regard.

There are 835 employees in the bargaining unit employed in 19 different service classifications: 337 of these employees are full-time, while 498 are part-time. The majority, whether full- or part-time, are employed as personal care attendants or nursing attendants.

Notice to bargain was served on September 7, 2011 and the parties met to bargain on December 12, 2012. The parties continued through seven bargaining sessions until April 17, 2013. Conciliation took place on November 5 and 15, 2013, with mediation on April 24 and 25, 2014, with a no-board report issuing shortly thereafter.

Although a number of issues were resolved, the following issues remain in dispute. These are:

1. PART-TIME EMPLOYEES

Article 1.02(b)/17.02 Part-time Vacation Pay/Pay in Lieu of Benefits

Article 1.04(i) – Part-time Usage Peak Periods

Article 1.03 – Part-time OMERS Contribution

2. SENIORITY – PART-TIME

Article 11.02(a)

3. VACATION WITH PAY

Article 17.01/17.02

4. WELFARE BENEFITS

Article 19.01 – Extended health

Article 19.01(g) – Dental

Article 19.01(h) – Vision Care

Article 19.04(b) – Early Retirement Benefits

Article 19.06 – Paramedical Practitioners

Article 19.08 – Change of Carriers

5. PERSONNEL FILES

Article 24.02 – Clearing of Record

6. TERM OF AGREEMENT

Article 25.01

7. SCHEDULE 1 – CLASSIFICATIONS AND RATES OF PAY

- (a) Internal Comparators
- (b) Ability to Pay
- (c) Municipal Long-term Care Home Comparators
- (d) Private Long-term Care Home Comparators

8. RETROACTIVITY

9. LETTER OF UNDERSTANDING – STAFF SCHEDULING/VACATION

These proved to be difficult negotiations because the parties hold different reference points with respect to the disposition of the major economic issues. The Union looked to the evolving pattern at other municipal long-term care homes in framing its demand for a 2%/year across-the-board salary increase and improvement to various benefits over the statutorily required two-year term. The Employer, on the other hand, looked primarily to four voluntarily negotiated three-year settlements between it and this same CUPE local covering Public Works, Human Services, Public Health and Transhelp. These voluntary three-year settlements, negotiated under a strike/lockout regime, provided for 1% per annum wage increases for the period with which we are concerned. However, all were effectively cost neutral; that is, the cost of the wage increases was offset with cost reductions elsewhere. Accordingly, the

Employer has offered 1% per annum across-the-board salary increases with corresponding concessions. Given these two opposing viewpoints, it is not surprising that the parties were unable to conclude a collective agreement. In the result, the overarching decision that faces this Board is whether to be governed by the long-term care comparators, by the voluntary settlements between this Employer and this local in regard to four of its other bargaining units or by some combination of the two.

The legislature, in its wisdom, has created, as the preferred method of determining terms and conditions of employment, a collective bargaining regime under which the parties are free to resort to economic sanctions, i.e. strike and lockout, in support of their respective positions. Interest arbitration is substituted for free collective bargaining where the public interest dictates that there be no resort to economic sanctions, i.e. police, fire, health. The overriding objective of interest arbitration, therefore, must be to replicate what could reasonably be expected from collective bargaining under normative conditions where the right to strike/lockout may be freely exercised. The statutory criteria, of which we are fully cognizant, are designed to guide the interest arbitrator's deliberations toward this result. Not surprisingly, the interest arbitration jurisprudence is replete with cases decided on the basis of the replication principle.

Where, as in this case, there exist four voluntarily negotiated settlements between this Employer and this local Union covering other bargaining units for the same time period, those settlements establish what could reasonably be expected had

these parties had the right to strike/lockout. It follows, notwithstanding the long-term care parameters, that in this case we must be governed by the results of the freely negotiated collective agreements between this Union and this Employer and not by the long-term care parameters established through negotiations involving other employers and other locals in other locations without benefit of the right to strike/lockout. Given the overriding purpose of interest arbitration and given the four voluntarily negotiated settlements between this Union and this Employer that cover the same time period, there is no basis upon which to seek a middle ground between what these parties have freely negotiated for other bargaining units of this Employer and what has been negotiated with other employers in other locations without benefit of the right to strike/lockout. To repeat, in the circumstances, the application of the replication principle requires that we be governed by these freely negotiated settlements.

Within this context the most difficult issue concerns the Employer's OMERS contribution for part-time employees. Under the collective agreement that expired November 30, 2009, the full amount of the Employer's contribution to OMERS on behalf of part-time employees was deducted from the percentage in lieu. However, in the award establishing the collective agreement that expired November 30, 2011, arbitrator Herman found that, "although the Employer contribution is deducted from the percentage in lieu at Vera Davis, it is not deducted in virtually all of CUPE's long-term care facilities other than the four in issue here." Arbitrator Herman concluded, therefore, that the cost of the Employer's OMERS contribution should no longer be

deducted from the percentage in lieu. However, because of the cost, he awarded that only one-half of the Employer's OMERS contributions be deducted, "leaving the other half to be addressed in future rounds of bargaining." As a result, the collective agreement that expired November 30, 2011 stipulates that one-half of the Employer's OMERS contribution for part-time employees is to be deducted from the percentage in lieu.

Clearly, a decision on the merits has already been made with regard to this issue – the Employer's OMERS contributions should no longer be deducted from the percentage in lieu. Because of the cost implication arbitrator Herman did not eliminate the deduction but reduced it by one-half, leaving the remaining one-half to be eliminated in future rounds. Because we are already past the expiry of the statutorily mandated two-year term and well into the third year of the voluntarily negotiated three year settlements, we can eliminate the Employer's OMERS deduction from the percentage in lieu in a manner consistent with the cost neutral parameters. We can do this by not making the elimination of the OMERS deduction retroactive. Accordingly, it will be our award that the Employer's OMERS deduction from the percentage in lieu be eliminated effective from the date hereof.

A W A R D

Having regard to all of the foregoing, we hereby direct the parties to enter into a two-year (December 1, 2011 to November 30, 2013) renewal collective agreement to the collective agreement between them that expired November 30, 2011 that contains all the terms and conditions contained in the predecessor collective agreement save and except that it is amended to incorporate the following:

1. All matters agreed between the parties prior to the date hereof.

2. Across-the-board salary increases as follows:

Effective December 1, 2011 1%

Effective December 1, 2012 1%

3. Amend article 19.01, Welfare Benefits, by adding the following:

"A dispensing fee cap of \$10 will apply and orthopedic shoes (including orthotics/inserts) will be capped at \$500.00 per family per benefit year. This orthopedic cap maximum is waived if the shoes are attached to and form part of a brace."

The foregoing shall become effective from the date hereof.

4. Add a new article 19.08, Change in Carrier, to read:

"Should there be a change of the carrier of any or all of the employee benefits set forth in this article, such change of carrier shall not itself result in a change in the benefit levels established under the collective agreement."

5. Amend article 24.02, Clearing of Record, by adding the following:

"Any absence from work by the employee in excess of thirty (30) consecutive days during the 18-month period shall be excluded from the calculation of the expiry date of this period."

6. Amend article 1.04(i), Part-time Usage Peak Periods, to read as follows:

"The Employer has the ability to schedule part-time employees up to eighty (80) hours per two-week scheduling block in the second and third weeks of March, from June 1 to September 30, and during the last two weeks of December."

7. Amend article 11.02(a), Part-time Seniority, by adding the following:

"Future part-time employees' names and classifications shall appear on the seniority list in order of accumulated hours worked."

The seniority of existing part-time employees will always be greater than future part-time employees."

8. The reference to 4% vacation pay in article 1.02(b), Part-time Employees, is maintained with the clause to be administered as it had been under the predecessor collective agreement.
9. Amend article 1.03 by deleting the deduction of one-half of the Employer's OMERS contribution from the percentage in lieu and adding the words, "The Employer's share of contributions remitted to OMERS shall not be deducted from the percentage in lieu of benefits of any part-time employee."
10. Retroactivity is awarded based on the longstanding practice, with the date reflective of the two-year December 1, 2011 to November 30, 2013 term.

Unless specified otherwise, the foregoing amendments shall be effective from the date hereof.

We remain seized until the parties enter into a formal collective agreement.

Dated this 11th day of August 2014 in the City of Toronto.

Kevin Burkett

Kevin M. Burkett – Chair

Partial Dissent Attached

“Menno Vorster”

Menno Vorster - Union Nominee

Partial Dissent Attached

“Paul Young”

Paul Young - Employer Nominee

IN THE MATTER BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 966
AND
THE REGIONAL MUNICIPALITY OF PEEL HOMES FOR THE AGED
(PEEL MANOR, SHERIDAN VILLA, MALTON VILLAGE, TALL PINES)

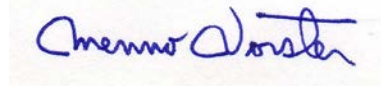
PARTIAL DISSENT OF THE UNION NOMINEE

I dissent from the award of the majority in part.

The major item in this Award is the elimination of the provision whereby part-time employees pay a portion of the pension contribution that would normally be the responsibility of the Employer. This situation was brought to the attention of the previous Board of arbitration, chaired by Robert Herman, when a part-time employee's in-lieu contribution was decreased by 4% if the part-time employee was a member of the pension plan. It meant that not only were part-time employees discouraged from participating in the pension plan, but if they did, each employee would pay the lion's share of the contribution. Arbitrator Herman determined that this scheme was rare in the municipal home sector and altered it. In his award he ordered that the part-time employees' in-lieu premium would only be reduced by 2% if they participated in the pension. This Award has completed the process. From now on, if a part-time employee joins existing pension plan they will be responsible for their own contribution without any reduction to the in lieu payment they are receiving.

I obviously applaud the Awards progressive outlook and ending the discrimination against part-time employees in the pension plan. However, I regret that this award has provided Employer with several concessions. The reduction in the orthopaedic footwear provision is regrettable as is the lack of any improvement in the vacation entitlement to Peel Homes' employees. I also disagree with the lack of improvement in the vision care premium and to the dental care requested, namely that the dental fees be paid on the current ODA schedule rather than that of the previous year.

Respectfully submitted,



Menno Vorster