

95 employees

Unit No. 211

COLLECTIVE AGREEMENT

BETWEEN

THE SALVATION ARMY MEIGHEN HEALTH CENTRE

-AND-

RECEIVED
DEC 22 2005

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 1.0n
AFFILIATED WITH THE S.E.I.U.
A.F. OF L., C.I.O., C.L.C.
(HEREINAFTER CALLED THE UNION)**

EXPIRY: August 18, 2007

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TABLE OF CONTENTS

Article	1	Purpose	1
Article	2	Scope and Recognition	1
Article	3	Management Rights	2
Article	4	Definitions	2
Article	5	Union Security	2
Article	6	No Discrimination	3
Article	7	No Strikes or Lock-Outs	4
Article	8	Representation	4
		8.08 Labour Management Committee	5
		8.09 Accident Prevention - Health & Safety Committee	6
		8.10 Health and Safety	6
		8.23 Employment of Disabled Workers	8
		8.24 Injured Workers Provisions	8
		8.25 Infectious Diseases	9
Article	9	Grievance	9
		9.04 Discharge Grievance	10
		9.05 Policy Grievance	10
		9.06 Group Grievance	10
Article	10	Grievance Mediation and Arbitration	11
		10.01 Grievance Mediation	11
		10.02 Composition of Board of Arbitration	11
		10.03 Failure to Appoint	12
		10.04 Decision of the Board	12
		10.06 Sole Arbitrator	12
Article	11	Seniority	12
		11.02 Probation	12
		11.03 Definition of Seniority	13
		11.04 Transfer of Service and Seniority	13
		11.05 Seniority List	13
		11.06 Transfers	13
		11.07 Loss of Seniority	14
Article	12	Job Security	14
		12.01 Layoff and Recall	14
		12.02 Layoff Procedure	15
		12.03 Recall Rights	16
Article	13	Job Posting	18
		13.08 Temporary Vacancies	20
		13.10 Permanent Transfers	20
Article	14	No Contracting Out	21
Article	15	Work of the Bargaining Unit	21
		15.03 Full-time/Part-time Ratio	21
Article	16	Printing	21

Article	17	Leave of Absence	22
		17.02 Pregnancy and Parental Leave	22
		17.03 Pregnancy Leave	22
		17.1 ■ Parental Leave	24
		17.12 Union Leave	25
		17.13 Bereavement Leave Full-time and Part-time	25
		17.14 Jury and Witness Duty	26
		17.15 Educational Leave	27
		17.17 Public Office	27
		17.18 Personal Leave	28
		17.19 Emergency Leave	28
Article	18	Hours of Work	28
		18.02 Work Schedule	29
		18.03 Lunch or Meal Periods	30
		18.04 Relief Periods	30
Article	19	Premium Payments	30
		19.01 Overtime	30
		19.02 Minimum Reporting Allowance	31
		19.04 Call Back	31
		19.05 Call In	31
		19.06 Responsibility Allowance for Work Outside the Bargaining Unit	32
Article	20	Paid Holidays	32
Article	21	Vacations	34
Article	22	Health and Insurance Benefits	36
Article	23	Injury and Disability	36
Article	24	Sick Leave	37
		24.02 Full-time/Part-time Sick Leave Transfers	39
		24.05 Annual Medical and Sick Leave Certificate	39
Article	25	Compensation	40
		25.02 Pension	40
		25.03 Temporary Transfers	40
		25.04 New Classification	40
		25.05 Wage Progression	41
Article	26	Bulletin Boards	42
Article	27	Pay Days	42
		27.02 Errors on Paycheques	42
		27.05 Pay Days	42
Article	28	Personal Files	43
		28.01 Letters of Reprimand	43
		28.02 Suspension	43
Article	29	Education Leave	43
Article	30	Term	44
		Schedule "A"	45

ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employee, to provide machinery for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees within the bargaining unit.
- 1.02 All references to the feminine gender in this Agreement shall also be read in the masculine gender or vice versa, wherever the context applies.

A E 2 - SCOPE AND C

- 2.01 The Employer, The Salvation Army, recognizes Service Employees International Union Local 1.0N as the sole and exclusive bargaining agent for all its employees, employed at The Salvation Army Meighen Health Centre in the of the City of Toronto, save and except Registered Nurses, Registered Graduate Nurses, office and clerical staff and employees currently represented by a trade union as of September 11, 2003.
- 2.02 The Employer undertakes that she shall not enter into any other agreement or contract with those employees for whom the Union has bargaining rights either individually or collectively which shall conflict with any of the provisions of this Agreement.
- 2.03 It is understood that should the employer be required to hire a person for a definite term or task that shall exceed one month, these positions shall be posted and made available to all employees. (Examples of this may include pregnancy/parental leave, or any other approved leave of absence, short term illness, long term disability, and Worker's Compensation). If the posted position is offered to an employee who currently is in another position within the bargaining unit, accepting the position shall not result in loss of benefits or seniority. No employee shall be laid off, or suffer a reduction in hours of work or wages as a result of person hired.

The Employer shall notify the Union of the name(s) of persons hired for a definite term or task, and the nature of, and length of, the term or task.

- 2.04 It is mutually agreed that the Union Steward or designee shall be given fifteen (15) minutes at the time of orientation to meet with the new employee for the purpose of informing such employee of the existence of the Union. The Employer shall advise the Union monthly as to the names of the persons listed for orientation and the time of and place of the orientation.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, transfer, promote, lay-off, recall, classify employees and **also** to suspend, discipline or discharge employees for just cause, provided that a claim by an employee who has acquired seniority, that she has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided.
- (c) determined in the interest **of** efficient operation and highest standard of service, classifications, hours of work, work assignments, methods of doing the work and the working establishment for any service.
- (d) determine the number of personnel required, services to be performed and the methods, procedures and equipment to be used in connection therewith;
- (e) make, enforce and alter from time to time, policies and procedures, rules and regulations to be observed by all employees. Such policies and procedures, rules and regulations shall be made available to all employees and to the Union.

ARTICLE 4 -- DEFINITIONS

4.01 **A full-time employee is defined as an employee who is regularly scheduled to work more than twenty-five (25) hours but not more than thirty-seven and one half (37.5) hours per week on a regularly scheduled basis.**

4.02 **A part-time employee is defined as an employee who is regularly scheduled to work on an average of twenty-five (25) hours but less than thirty-seven and one half (37 ½) hours per week.**

4.03 **A part-time employees shall be known as probationary employee until they have worked four hundred and fifty (450) hours.**

ARTICLE 5 - UNION SECURITY

5.01 **As a condition of employment, the Employer shall deduct from each employee covered by this Agreement an amount equal to the regular monthly union dues designated by the Union.**

- 5.02 (a) Such dues shall be deducted from the first pay of each month for full-time employees, and may be deducted from every pay for part-time employees. In the case of newly hired employees, such deductions shall commence in the month following their date of hire.
- (b) The Employer shall, when remitting such dues, name the employees and provide employee numbers from whose pay deductions have been made.
- (c) The Employer shall supply the Union with the name, current address, classification and other relevant information of the employees with the first dues deduction.

If the Centre agrees to provide the Union with information in an electronic format, the parties shall meet to discuss the format in which the information shall be set out. The parties shall endeavour to communicate on this issue so that implementation is not impeded.

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

- 5.03 (a) Deductions shall be made from the first pay of each month and forwarded to the Union Office on or before the last day of the same month in which the deductions are made, where practicable.
- 5.04 The amount of the regular monthly dues shall be those authorized by the union and the Union shall notify the Employer of any changes therein and such notification shall be the Employer's conclusive authority to make the deductions specified.
- 5.05 The Union shall save The Salvation Army harmless for any and all claim against it for deductions made as set out above only after the deductions have been received by the Union.
- 5.06 The amount of Union dues deducted shall be included on Employee T-4 slips.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 No representative of the Employer shall attempt to coerce or discriminate in any manner against any employee because that employee is or was a member of the Union, or is or was engaged in any lawful activity on behalf of the Union.
- 6.02 The Employer and the Union agree that there shall be no discrimination, interference, restraint or coercion exercised or practiced upon any

employee because of membership or lack of membership, holding office in the Union or because of race, colour, creed, nationality or sex.

- 6.03 There shall be no discrimination on the part of The Salvation Army Meighen Health Centre or the Union in accordance with the Human Rights Code with respect to the employees covered by this Agreement.
- 6.04 The parties recognize the right of all individuals to work in an environment free from harassment. To this end, the parties agree to be bound by the provisions, definitions, and procedures of The Salvation Army Personnel Policy on Employment Related Harassment.

ARTICLE 7 - NO STRIKES OR LOCK-OUTS

- 7.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario *Labour Relations Act*, as amended.

ARTICLE 8 - REPRESENTATION

- 8.01 No employee, or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officials and committee members. Similarly, the Employer shall supply the Union with a list of the supervisory personnel and their job titles.
- 8.02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to elect up to three (3) stewards, one of which shall be designated as the Chief Steward, whose duties shall be to assist any employee in preparing and/or presenting his grievance in accordance with the grievance procedure.
- 8.03 It is mutually agreed that employees shall not be eligible to serve as Stewards or members of the Grievance Committee until after they have completed their probationary period and their names have been placed on the seniority list.
- 8.04 The Union acknowledges that Stewards have regular duties to perform on behalf of the Employer. Therefore, a steward shall not leave her work without obtaining the permission of her supervisor, which permission shall not be unreasonably withheld.

Upon completion of such business the Steward shall report to her supervisor and then return to her regular duties.

8.05 Union Grievance Committee

The stewards so elected shall constitute the Union Grievance Committee.

8.06 Negotiating Committee

The Employer agrees to recognize a Negotiating Committee of up to (2) two employees plus the Union Representative for the purpose of renewing the Agreement.

8.07 The stewards and committee members shall not suffer any loss in regular pay or benefits for reasonable time spent in the carrying out of the above duties.

8.08 Labour Management Committee

A Labour Management Committee shall be appointed consisting of representatives from the Union and the Employer.

The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote good constructive and harmonious relations. Accordingly:

- (a) The Committee is composed of not more than three (3) representatives from the Union and three (3) representatives of the Employer. It is agreed that a resource person involved in a particular issue or the person from an area which is a subject of discussion may be present at the Labour Management Committee meeting. The Union Representative shall be a member of the Committee.
- (b) The Committee shall meet quarterly, or as required.
- (c) Issues for the agenda must be submitted to the chairpersons 10 days in advance of the meeting.
- (d) Once the agenda is established it shall be distributed to the committee members no later than one (1) week prior to the meeting.

The Committee shall have the power to make recommendations to the Union and to the Employer. Time spent by employees in carrying out the functions of the Committee shall be done during regular scheduled working hours.

8.09 **Accident Prevention- Health and Safety Committee**

The Employer and the Union agree that they mutually desire to maintain standards of Health and Safety in the workplace in order to prevent accidents, injury or illness.

The Employer agrees to accept two (2) representatives selected or appointed by the Union and that such representatives attending safety committee meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance.

The Union agrees that its members shall fully co-operate in the observation of all safety rules and practices.

8.10 **Health and Safety**

A joint management and employee health and safety committee shall be constituted, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards. The committee shall normally meet every three months or more frequently if the committee decides.

8.11 Scheduled time spent in such meetings is to be considered shall be paid Employer at his or her regular or overtime rate.

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

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

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

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

inspections of the work place and shall report to the health and safety committee the results of their inspection. The members of the Committee who represent the workers shall designate a member representing workers to inspect the workplace. Where possible that member shall be a certified member. The employer shall provide the member with such information and assistance as the member may require for the purpose of carrying out an inspection of the workplace. Scheduled time spent in all such activities shall be considered as time worked.

- 8.16 The Joint Health and Safety Committee and the representatives thereof shall have access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data as the WSIB may decide to disclose. It is understood and agreed that no information shall be provided to the Committee which is confidential. This information shall be a standing item recorded in the minutes of each meeting.
- 8.17 The Union shall use its best efforts to obtain the full co-operation of its membership in the compliance of all safety rules and practices.
- 8.18 (a) The Employer shall use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed. Employees shall be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precautions in all circumstances.
- (b) The parties agree to make each other aware of any serious infectious diseases.
- 8.19 The parties further agree that suitable subjects for discussion at the joint Labour Management Committee shall include aggressive residents.
- 8.20 The Employer shall review with the Joint Occupational Health and Safety Committee written policies to address the management of violent behaviour. Such policies shall include but not be limited to:
- a. Designing safe procedures for employees.
 - b. Providing training appropriate to these policies
 - c. Reporting all incidents of workplace violence.

8.21 The Employer shall:

- (i) inform employees of any situation relating to their work which may endanger their health and safety, as soon as it learns of the said situation;
- (ii) inform employees regarding the risks relating to their work and provide training and supervision so that employees have the skills and knowledge necessary to safely perform the work assigned to them;
- (iii) and procedures ensure that the applicable measures prescribed in the Occupational Health and Safety Act is carried out in the workplace.

8.22 A worker shall,

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

8.23 Employment of Disabled Workers

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

8.24 Injured Workers Provisions

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

8.25 Infectious Diseases

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

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

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

ARTICLE 9 - GRIEVANCE

9.01 Any dispute involving the application, interpretation or alleged violation of this Agreement may be made the subject of a grievance and an earnest effort shall be made to settle such a dispute fairly and promptly in the following manner.

Step 1

The employee must first discuss the complaint with the immediate supervisor within five (5) calendar days after the circumstances giving rise to the complaint have originated. If the employees wish, her steward may assist her. If no settlement is reached within ten (10) calendar days, she may proceed to Step 2.

Step 2

If no settlement is reached, the employee in writing may file a grievance with the immediate Supervisor, providing this is done within ten (**10**) calendar days of the incident giving rise to the grievance. The immediate Supervisor shall respond to the grievance in writing ten (10) calendar days of its receipt.

Step 3

If no settlement is reached, the employee may, in writing, request a meeting with the Executive Director and or designate. This request must be done within ten (10) calendar days of the reply from the immediate Supervisor and must be accompanied by a copy of the grievance. At this meeting, the grievor shall be accompanied by a steward and the Union Representative. The Executive Director or

designate shall respond to the grievance in writing within ten (10) calendar days of such meeting.

Step 4

Any grievance that has been processed but not settled through the above grievance procedure may be submitted to arbitration in accordance with Article 10, such submission is made within fifteen (15) calendar days of the last written disposition by the responding party.

9.02 At any step of the grievance procedure, the time limits imposed upon either party may be extended by mutual agreement in writing.

9.03 Saturday, Sunday and paid holidays, under this Agreement, shall not be counted in determining the time in which any action is to be taken or completed in any steps of the complaint, grievance or arbitration procedures.

9.04 **Discharge Grievance**

Where an employee, who has completed the probationary period, feels that she has been unjustly discharged, the employee may file a grievance at Step 3 above within five (5) calendar days of her notice of discharge.

9.05 **Policy Grievance**

Both the Union and the Employer shall have the right to file a grievance within ten (10) calendar days after the circumstances have occurred or reasonably have come to the attention of the grieving party based on a dispute arising out of the application, interpretation, or alleged violation of this Agreement. A policy grievance shall be presented in writing at Step 3 of the Grievance Procedure to the authorized Union Representative or the Executive Director, or their designates as the case may be.

9.06 **Group Grievance**

Where a number of employees have similar grievance and each employee would be entitled to grieve separately, they may present a group grievance identifying the nature of the grievance and each employee who is grieving. The group grievance shall be presented in writing at Step 2 of the Grievance Procedure to the Supervisor or her designate within five (5) calendar days after the circumstances giving rise to the grievance had occurred, or ought reasonably to have come to the attention of the employees.

ARTICLE 10 - GRIEVANCE MEDIATION AND ARBITRATION

10.01 Grievance Mediation

- (a) Either party, with the agreement of the other party, may submit a grievance to "Grievance Mediation" at any time within ten (10) days after the Employer's decision has been rendered at the Step 3 of the Grievance Procedure. Where the matter is **so** referred, the Mediation process shall take place before the matter is referred to Arbitration.
- (b) Grievance Mediation shall commence within twenty-one (21) days of the grievance being submitted to mediation, or a longer period as agreed by the parties.
- (c) No matter may be submitted to Grievance Mediation which has not been properly carried through the grievance procedure.
- (d) Proceedings before the Mediator shall be informal. Accordingly, the rules of evidence shall not apply. No record of the proceedings shall be made and either party shall not use legal counsel.
- (e) If possible, an agreed statement of facts shall be provided to the Mediator in advance of the Grievance Mediation meeting.
- (f) The Mediator shall have the authority to meet separately with either party.
- (g) If no settlement is reached within ten (10) days following Grievance Mediation either parties may submit the matter to Arbitration.
- (h) When a grievance that has been mediated subsequently proceeds to Arbitration, no person serving **as** the Mediator shall serve as the Arbitrator. No facts or statements presented by the Mediator may be referred to Arbitration.

.02 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing and sent by fax or registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter, the other party shall answer by fax, or registered mail indicating the name

and address of its nominee to the Arbitration Board. The two (2) arbitrators shall then select an impartial chairperson.

10.03 **Failure to Appoint**

If the recipient of the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairperson within ten (10) days of their appointment or within such other time as may be agreed upon, the appointment shall be made by the Minister of Labour upon the request of either party.

10.04 **Decision of the Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board or Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a discharge or a discipline grievance by any arrangement which it deems just and equitable.

10.05 **Expenses of the Board**

Each party shall pay:

1. the fees and expenses of the Arbitrator it appoints;
2. one-half (1/2) of the fees and expenses of the Chairperson.

10.06 **Sole Arbitrator**

Either of the parties may after exhausting the grievance procedure established by the agreement notify the other party, in writing of its desire to submit the grievance to arbitration before a sole Arbitrator. The notice shall contain the name of the first parties proposed Arbitrator.

ARTICLE 11 - SENIORITY

11.01 Seniority shall be realized from the original date of hire.

11.02 **Probation**

- (a) Upon hire, a full-time employee shall be considered to be on probation for the first ninety (90) days worked or four hundred fifty (450) hours, whichever comes first.

- (b) A part-time employee shall be on probation until she has worked a total of hours four hundred fifty **(450)** hours. Probation once completed, need not be repeated if an employee obtains a full-time position.
- (c) Seniority shall commence from the date of hire upon the completion of the probationary period.

1 ■03 Definition of Seniority

Full-time Shall accumulate on a basis of their continuous years of service.

Part-time Shall be granted one **(1)** years of seniority for each 1950 hours of service.

Seniority shall accumulate from the date of hire and shall operate on a bargaining unit wide basis.

11.04 Transfer of Service and Seniority

A full-time employee whose status changes to a part-time shall receive credit for her full service and seniority.

A part-time employee, upon obtaining a full-time position shall be granted one **(1)** year of seniority for each 1950 hours of service with the Employer and shall be placed in a wage scale in the Agreement that reflects that seniority.

1 ■05 Seniority List

(a) The Employer shall supply the Union Office and the Chief Steward with a set of seniority lists by departments in January and **July** of each year, showing employees' names alphabetically, classification, and their seniority starting dates.

(b) When compiling a seniority list in January and July of each year, the Employer shall calculate the hours for persons working less than full-time for the past six **(6)** month period.

11.06 Transfers

If an employee is temporarily transferred to a higher job rate, they shall receive the rate of pay applicable to the higher classification from the first hour they work.

11.07 **Loss of Seniority**

An employee shall not lose seniority rights if she is absent from employment because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall only lose her seniority in the event:

- (a) she is discharged for just cause and is not reinstated
- (b) she resigns
- (c) she is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) she fails to return to work within seven (7) calendar days after being notified of recall to work by registered mail, except through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- (e) fails to return to work upon termination of an authorized leave of absence or utilizes a leave of absence for purposes other than those for which the leave of absence was granted.
- (9) she is laid off for a period of more than eighteen (18) months.
- (g) (i) is absent due to an illness or disability or both for a period of more than twenty-four (24) months.
- (ii) due to other causes is off work for a continuous period of twenty-four (24) months or the length of the employee's seniority, whichever is the lesser. It is not the intention of either the Union or the Employer to violate the Human Rights code Workers' Safety Insurance Board Act (WSIB).

ARTICLE 12 - JOB SECURITY

12.01 **Layoff and Recall**

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

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

12.02

Lay-Off Procedure

- (a) In the event of lay-off, the Employer shall first lay-off employees in the reverse order of their seniority within their classification, provided that there remain on the job employees who have the ability and qualifications as required by law to perform the work.
- (b) An employee who is subject to lay-off shall have the right to either:
 - (i) accept the lay-off; or
 - (ii) first bump an employee with less bargaining unit seniority within his or her bargaining unit (full-time or part-time) in a lower or identical paying classification for which they are qualified, as required by law and can perform the duties of the lower or identical paying classification without training other than orientation.
 - (iii) Chain bumping shall be allowed with the understanding that an employee subject to layoff, who chooses to bump, must bump the employee with less seniority who has scheduled hours equal to or less than the employee laid off, subject to paragraph (vi) below.
 - (iv) Consistent with the opportunity to chain bump, all employees who are potentially impacted shall be given notice of lay off at the outset of the process.
 - (v) An identical paying classification shall include any classification where the straight time hourly wage rate at the level of service corresponding to that of the laid off employee is within one percent (1%) of the laid off employee's straight time hourly wage rate.
 - (vi) In the event that there are no employees within the laid off employee's facility in either bargaining unit with lesser seniority who have scheduled hours equal to, or less than the employee being laid off, such employee may bump a less senior employee from the other facility with greater regularly scheduled hours within 10% of

the laid off employee's regularly scheduled bi-weekly hours.

- (vii) When an employee subject to layoff chooses to bump and there are no employees with less seniority within the two (2) facilities, the seniority lists shall be merged and the laid off employee may bump into the other facility.
- (viii) In the event that there are no employees in either bargaining unit with lesser seniority in lower or identical paying classifications as defined in this article, a laid-off employee shall have the right to displace an employee with **less** seniority, who has scheduled hours equal to **or** less than the employee laid off, in a classification where the straight time hourly rate at the level of service corresponding to that of the laid off employee is within five percent (5%) of the laid off employee's straight time hourly rate provided he or she is qualified for and can perform the duties without training other than orientation.
- (ix) The decision of the employee to choose (i) or (ii) above shall be given in writing to the Executive Director within three (3) days following the notification **of** lay-off. Employees failing to do so shall be deemed to have accepted the lay-off.

It is also understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

It is understood and agreed that if a part-time employee bumps a full-time employee as part of the above-noted procedure, the part-time employee is accepting the full-time position only.

12.03

Recall Rights

- (a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided she has the ability and qualifications as required by law to perform the work.

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

- (b) An employee recalled to work in a different classification from which she was laid off shall have the privilege of returning **to** the position she held prior to the lay-off should it become vacant within six **(6)** months of being recalled.
- (c) No new employees shall be hired until all those, laid off have been given an opportunity to return to work and have failed to do so, in accordance with the **loss** of seniority provision, or have been found unable to perform the work available.
- (d) It is the sole responsibility of the employee who has been laid off to notify the employer of her intention to return to work within five (5) working days (exclusive of Saturdays, Sundays and Paid Holidays) after being notified to do **so** by registered mail and/or via courier addressed to the last address on record with the Employer (which notification shall be deemed to have been received after the second **(2nd)** day following the date of mailing) and return to work within ten (10) working days after being notified. The notification shall state the **job** to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for her proper address being on record with the Employer.
- (e) Employees on lay-off or notice of lay-off shall be given preference for temporary vacancies which are expected to exceed twenty (20) days of work. An employee who **has** been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay-off.
- (f) A laid off employee shall retain the rights of recall for a period of twenty-four **(24)** months.
- (g) The job posting procedure as set out in the collective agreement shall continue to apply. Employees with seniority who are laid off shall be mailed a copy of job postings to their last known address.
- (h) When a laid off employee bids for and is successful in obtaining a posted position, he or she shall have no further rights with regard to recall.

12.04

In the event of a layoff, provided the employee deposits with the Centre her share of insured benefits for the succeeding month the Employer shall pay its share of the insured benefit premiums up to the end of the following month following date of lay-off.

12.05 It is understood and agreed that if a full-time employee bumps a part-time employee as part of the above-noted procedure, the full-time employee is accepting the part-time position only.

For these purposes, one (1) year full-time seniority equal nineteen hundred and fifty (1950) hours part-time seniority.

ARTICLE 13 - JOB POSTING

13.01 In the event new jobs are created or vacancies occur in existing **job** classifications (unless the Employer notifies the Union in writing that it intends to postpone or not fill a vacancy), the Employer shall post such new **jobs** or vacancies for a period of seven **(7)** calendar days, and shall stipulate the qualifications, classification, rate, department and shift concerned before new employees are hired, in order to allow employees with seniority to apply.

The Employer agrees to provide the chief steward with a copy of each job posting. The parties agree that an administrative oversight in this regard does not void the job posting.

13.02 Until the vacancy is filled resulting from the job posting provisions, the Employer is free to fill the vacancy on a temporary basis as she sees fit.

13.03 If no applications are received by 10:00 **A.M.** of the seventh **(7)** day following the posting date, the Employer may start proceedings to secure permanent applications for the vacancy from outside labour sources.

13.04 In filling a vacancy, the Employer shall give primary consideration to qualifications, experience and ability to perform the required duties. Where qualifications, experience and ability are relatively equal, then seniority shall be a consideration.

If the applicants are not qualified to perform the work required, ~~the~~ Employer reserves the right to immediately hire outside help.

13.05 The successful applicant shall be placed on trial in the new position for the first forty-five (45) days worked. Such trial promotion or transfer shall become permanent after the trial period unless:

- (i) the employee feels that she is not suitable for the position, and wishes to return to her former position; or

- (ii) the Employer feels that the employee is not suitable for the position, and requires that she return to her former position.

It is understood and agreed that once the trial period has expired, the Employer no longer has the right to return an employee to her former position and the employee no longer has the right to return to her former position.

In the event of either (i) or (ii) above, the employee shall return to her former position and salary without loss of seniority, any other employee promoted or transferred as a result of the rearrangement of positions shall also be returned to her former position and salary without loss of seniority.

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

13.06 If requested, the Employer shall discuss with any unsuccessful applicant the manner in which the employee may improve his position and his work in order to be considered for any future vacancy.

13.07 (a) Where vacancies are posted for positions within the full-time bargaining unit and no full time applicants are successful then applications submitted from part-time employees shall be considered prior to consideration of persons not employed by the Centre.

(b) Where vacancies are posted for positions within the part-time bargaining unit and no applicants within the part-time unit are successful in obtaining the positions, applications submitted for such posting from the full-time employees shall be considered prior to consideration of persons not employed by the Centre.

(c) When an employee transfers from the full-time bargaining unit to the part-time bargaining unit, seniority in terms of days and years accumulated in the full-time unit shall be transferred to part-time status and converted to seniority in terms of **one (1)** year equals 1950 hours.

An employee whose status is changed from part-time to full-time shall receive credit for her full seniority and service on the basis of one **(1)** year of seniority for each 1950 hours paid. Any time worked in excess of an equivalent shall be prorated at the time of transfer.

13.08

Temporary Vacancies

A temporary vacancy is a vacancy created by an employee's absence due to maternity leave, compensable or non-compensable illness or injury or any other leave of absence expected to exceed six (6) calendar weeks. Employees working less than thirty-seven and one-half (37 %) hours a week shall be given the first opportunity to fill temporary vacancies, subject to Article 13.07. The Employer shall outline to the employee selected to fill the vacancy the anticipated conditions and duration of such vacancy. Upon the return of the employee from her absence, she shall have the right to return to her former position. In instances where an employee returns to work prior to estimate date of return the Employer shall not be liable for payments to the resulting displaced employee(s). In the event that a part-time employee is the successful applicant, the part-time employee shall retain her part-time status during the temporary full-time period. Nothing herein shall prevent the Employer from temporarily filling any position or vacancy for a period of up to six (6) weeks duration as the Employer may deem appropriate.

An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of her temporary position.

13.09

During the summer vacation period, employees on staff prior to the commencement of the summer vacation period shall be given the first opportunity to fill available hours caused by vacation. An employee exercising her option shall not, as a result of such extra work, change her employment status (i.e. part-time, full-time).

13.10

Permanent Transfer:

- (a) If an employee is transferred or if to a higher rated job group, she shall receive the rate effective as of the rate of her prior job in the salary range of the job to which she is transferred. Job seniority for pay purposes shall date from the date the transfer becomes effective.
- (b) If an employee is transferred to a lower job group due to a reduction in staff, inability to perform her work as required, at the employee's request, or any other reason as determined by the Employer acting within the scope of Article 3, the employee shall receive the corresponding rate for the job group to which she was transferred. Job seniority for pay purposes shall include seniority on the job he is being transferred from.

- (c) Subject to (a) and (b) above, a part-time employee, changing her status to that of a full-time employee, covered by this full-time Agreement, shall retain her corporate seniority and her classification seniority. Upon entering into a full-time status, she shall suffer neither **loss** of basic wage rate nor **loss** of any benefits in which the employee may be enrolled, and then shall progress in seniority and the wage rate shall increase in the same manner as other full-time employees covered by the full-time Agreement.

ARTICLE 14- NO CONTRACTING OUT:

- 14.01 The Centre shall not contract-out any work usually performed by members of the bargaining unit if, as a result of such contracting-out, a lay-off of any employees other than casual part-time employees results from such contracting-out. Contracting-out to an Employer who is organized and who will employ the employees of the bargaining unit who would otherwise be laid-off with similar terms and conditions of employment is not a breach of this Agreement.

ARTICLE 15 -WORK OF THE BARGAINING UNIT

- 15.01 Persons excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit who shall directly cause or result in the lay-off or reduction in hours of work of an employee in the bargaining unit.
- 15.02 In the event the Employer plans to change a vacant full-time position to a part-time position, it shall advise the Union and discuss its plans with them.
- 15.03 **Full-time/Part-time Ratio**

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

ARTICLE 16 - PRINTING

- 16.01 The Employer and the Union shall share equally in any cost of printing the Collective Agreement.

ARTICLE 17 - LEAVE OF ABSENCE

17.01 The Executive Director or designate may grant or refuse a request for a leave of absence without pay for extenuating personal reasons, provided that she receives at least one (1) month's notice in writing, unless impossible, and that such leave may be arranged without undue inconvenience to the normal operations of the Centre. Applicants when applying must indicate the date of departure and specify the date of return.

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

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

17.02 **Pregnancy and Parental Leave**

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

17.03 **Pregnancy Leave**

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

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

(b) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.

(c) The employee shall give at least two (2) weeks notice of her intention to return to work. The employee may, with the consent of the Employer, shorten the duration of the leave of

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

Additional leave of absence may be taken under Article 17.11 Parental Leave.

- 17.04 An employee who does not apply for leave of absence under Article 17.03 (a) and who is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with Article 17.03 (a) upon providing the Employer, before the expiry of two (2) weeks after she ceased to work, with a certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy, and giving the estimated day upon which, in his opinion, delivery will occur or the actual date of her delivery.
- 17.05 During the period of leave, the Employer shall continue to pay the Employer's portion of hospital, medical, dental, group life, pension and other benefits included and prescribed by the Employment Standards Act unless the employee gives the Employer written notice that the employee does not intend to pay the employee contributions.
- 17.06 An employee who intends to resume her employment on the expiration of the leave of absence granted to her under this Article shall **so** advise the Employer when she requests the leave of absence. If a full-time employee returns to work at the expiry of the normal pregnancy or parental leave, and the employee's former permanent position still exists, the employee will be returned to her former job, and former shift, if designated.
- All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- 17.07 When the Employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the Employer shall upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with the established seniority system or practice of the Employer in existence at the time the leave of absence began and **in** the absence of such a system or practice shall reinstate the employee in accordance with the provisions of Article 17.06.
- 17.08 Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be

used.

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

17.10 Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under Article 17.11 of this Agreement. The employee shall give the Employer at least two (2) weeks notice, in writing that she intends to take parental leave.

17.11 **Parental Leave**

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

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

- (e) For the purposes of parental leave under Article 17.11 Parental Leave, the provisions under 17.02, 17.05, 17.06, 17.07, 17.08, 17.09 and 17.10 shall also apply.

17.12

Union Leave

- (a) The Employer shall grant leaves of absence without pay to employees to attend Union Conventions, Seminars, Education Classes or other Union business. The Union agrees that such leave shall not unduly affect the proper operations of the Centre.
- (b) In requesting such leaves of absence, the Union must give twenty-one (21) days clear notice to the Employer to be confirmed by the Union in writing.
- (c) Employees on such leave of absence shall be paid by the Employer who shall be reimbursed by the Union for the amount paid to the employees. While on unpaid Union leave of up to thirty (30) days, employees shall be maintained on normal pay and benefits (including Pension), and the Union shall fully reimburse the Employer for wages, statutory benefits (i.e. EHT, EI, CPP and WSIB) and Pension, but would not include Health and Welfare and Weekly Indemnity premiums (if applicable).
- (d) Upon application by the Union in writing, the Centre shall give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to a full-time Union office. It is understood that not more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave, if granted, shall be for a period of one (1) calendar year from the date of appointment unless extended for a further specific period by agreement of the parties. Seniority and service shall accumulate during such leave to the maximum provided, if any, under the provisions of the Collective Agreement. It shall become the responsibility of the employee for full payment, one (1) month in advance, of any applicable benefits in which the employee is participating during such leave of absence. It is agreed that for the purpose of WSIB coverage, such employees are deemed to be employed by the Union.

17.13

Bereavement Leave- Full-time and Part-time

- (a) Upon the death of an employee's spouse, (to include same sex partner), child or stepchild, an employee shall be granted leave up to a maximum of five (5) days without loss of pay, ending with the 2nd day following the day of the funeral.

- (b) Upon the death of an employee's mother, father, step-parents, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, legal guardian, grandparent, grandchildren, **son-in-law** or daughter-in-law the employee shall be granted leave up to a maximum of three **(3)** days without loss of pay, ending the day of the funeral.
- (c) It is agreed that this leave is to apply only where the employee is in attendance at the funeral and pay for such days **of** absence **is** limited to the days actually missed from work **as** per the employee's scheduled working days. If the funeral is not attended, the paid leave shall be limited to *two* **(2)** days ending not later than the day **of** the funeral.
- (d) In the event of a spring interment, an employee may save one of the days identified above **without loss** of pay to attend the interment.
- (e) An employee shall be granted one **(1)** day bereavement leave without loss of pay on the death of his or her aunt or uncle, niece or nephew.
- (9)** An employee shall not be eligible to receive payment under the terms of Bereavement Leave for any period in which she is receiving payments for holiday pay or vacation pay.

NOTE: It is understood that **if** an employee **is** on sick leave and attends the funeral that the bereavement leave shall not be charged against sick leave accumulated.

- (g) Where it **is** necessary because **of** distance, the employee may be provided up to four **(4)** days additional unpaid leave.

17.14

Jury and i Duty

If an employee is required to serve **as** a juror in any court of law, or is required to attend **as** a witness **in a** court proceeding in which the Crown is a party, or **is** required by subpoena to attend a court **of** law or coroner's inquest in connection with a case arising from the employee's duties at the Centre, the employee shall not lose regular pay because of such attendance, provided that the employee:

- a) notifies the Centre immediately on the employee's notification that **he** shall be required to attend at court;
- b) presents proof **of** service requiring her attendance;

- c) deposits with the Centre, the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.
- d) shall normally come to work during those scheduled hours of the day shift that she is not required to attend court. In the event that an employee is scheduled to work on the afternoon shift, she shall not be required to attend court and then report for duty the same day; and
- e) shall not be required to work on the night shift prior to such duty.

17.15 **Educational Leave**

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

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

The Executive Director or designate may grant a request for unpaid leave of absence to upgrade employment qualifications, provided that she receives at least one (1) month's notice in writing unless impossible and provided that such a leave may be arranged without undue inconvenience to the normal operations of the Meighen Health Centre. Applicants, when applying, must indicate the date of departure and specific date of return.

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

17.17 **Public Office**

An employee who is elected or appointed to Federal, Provincial, Municipal or Regional Municipal Office, who is required to be absent from work because of their elected or appointed duties shall, upon written application to the Employer, be granted sufficient time on leave of absence without pay to comply with their duties. Seniority shall be frozen and retained as the date that the leave commenced. It shall become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence.

17.18 **Personal Leave**

On request, all full-time employees shall be granted leave of no more than three (3) days per calendar year, without loss of credits or pay on personal grounds. On request, all part-time employees shall be granted leave of one (1) day for every six hundred and fifty (650) hours worked to a maximum of three (3) calendar year without **loss** of credits or pay on personal grounds.

17.19 **Emergency Leave**

Employees have a right to take up to ten unpaid days of time off work every calendar year because of illness, injury, certain emergencies or other matters as stipulated in the Ontario Employment Standards Act, 2000.

If an employee takes only part of a day as Emergency Leave, it shall count as a full day of leave.

An employee must inform the Employer that she shall be taking an Emergency Leave of absence. If an employee has to begin an Emergency Leave before notifying the Employer, the employee must inform the Employer as soon as possible.

An Employer is allowed to ask an employee to provide proof that she is eligible for an emergency leave of absence.

ARTICLE 18 - HOURS OF WORK

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

- (a) The regular work shift for full-time employees shall be seven and one-half (7½) working hours per day exclusive of meal periods. The seven and one-half (7½) working hours per day shall be worked within an eight (8) hour period. The Employer agrees that there shall be no split shifts.
- (b) It is mutually agreed that existing arrangements for lunch periods in Meighen Health Centre shall continue as practiced at the date of signing of this Agreement.
- (c) During the changeover from Daylight Savings Time to Eastern Standard Time, or vice versa, an employee shall be paid for seven and one-half (7½) hours, notwithstanding the fact they

haveworked either six and one-half (6%) hours or eight and one-half (8%) hours.

18.02

Work Schedule

- (a) Work schedules covering a two (2) week period shall be posted two (2) weeks in advance. Employee requests for specific days off must be submitted to the Director of Care or designate seven to ten **(7-10)** days in advance of posting on the form provided.
- (b) All employees who work on an assigned day off as per assigned schedule, at the Employer's request, shall be paid overtime at the rate of time and one-half (1%) for all hours worked.
- (c) Employees who are scheduled to work less than seventy-five **(75)** hours in a two **(2)** week period shall not qualify for overtime on an assigned day off as stipulated in Article **16.02**
(b) until they have completed seventy-five **(75)** hours of work in the scheduled two (2) week period.
- (d) The Employer shall endeavour to arrange shifts such that there shall be a minimum of twenty-four (24) hours between the beginning of shifts and change over of shifts, and forty (40) hours if there is one **(1)** day off, and sixty-four (64) hours if there are two **(2)** days off between the changeover of shifts. In the event employees of their own accord and for their own personal convenience arrange to change shifts, the conditions in Article **18.01** (b) shall apply in all respects.
- (e) No employee shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work, provided however that the overtime rate of one and one-half **(1%)** times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days, except in the case of an exchange of shifts between employees.
- (f) The Employer shall arrange shift schedules such that all employees shall receive a minimum of one (1) weekend off in three (3).

This scheduling provision does not apply when employees mutually agree to exchange shifts or when an employee accepts or requests a shift at her own discretion.

18.03 Lunch or Meal Periods

Lunch or meal periods shall be uninterrupted, except in cases of emergency. Proper facilities shall be provided for employees who bring their own lunch, and locker facilities shall be provided.

18.04 Relief Periods

Employees shall be allowed fifteen **(15)** minutes relief in each half of the seven and one-half (7 ½) hour shift, without reduction in pay and without increasing the regular working hours. These rest periods may be combined together.

ARTICLE 19 – PREMIUM PAYMENTS

19.01 Overtime

(a) Overtime shall be paid for all hours worked over seven and one-half (7½) hours in a shift or seventy-five (75) hours bi-weekly, at the rate of time and one-half (1½) the employee's regular rate of pay.

(b) In the event employees of their own accord, for their own personal convenience, arrange to change shifts with appropriately qualified other employees, with prior approval of the Director of Care or her designate, the Employer reserves the right to request signed statements from such employees and shall **not** be responsible or liable for overtime rate claims and non-compliance with the above provisions, that might arise or accrue as a result of the exchange of shifts. Such permission shall not be unreasonably denied.

(c) If an employee is required to work 3 hours or a continuous full shift as overtime, one (1) free meal shall be supplied during such shift, in addition to overtime rates paid. If the meal cannot be supplied, an employee shall **be** compensated eight dollars (\$8.00)

If an employee works a night shift and **works** a continuous full day shift, two **(2)** free meals shall be supplied during such shift, **in** addition to overtime rates paid.

(d) Employees who work overtime shall not be required to take time off in regular hours to make up for overtime worked, but may take time off equivalent to overtime by mutual agreement.

- (e) Overtime shall be based on the employee's regular rate of pay and there shall not be any pyramiding of overtime under this Article.

19.02 **Minimum Reporting Allowance**

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

- (a) The employee has not been previously notified by the Employer to the contrary, either orally or by message left at the employee's residence.
- (b) If requested by the Employer, the employee shall perform a minimum of four (4) hours of such available work as the Employer may assign.

19.03 Article 18.03 shall be waived and not binding upon the Employer in case of any labour dispute or emergency such as fire and power shortage which disrupt the operation of Meighen Health Centre, nor shall it apply to employees returning to work without notice after absence.

19.04 **Call Back**

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

- (b) When an employee is called back for a second time after the first four (4) hours have elapsed she shall be subject to a second call back premium.

If, however, an employee has been called back within the first four (4) hours of the first call back they shall not be subject to a second call back premium.

19.05 **Call In**

- (a) "Call In" shall mean the calling in to work at the Employer's

request of an employee on an assigned day off as per the posted schedule.

- (b) Employees who are called in shall be paid overtime at the rate of time and one-half (1½) for all hours worked, except in the case of employees who are scheduled to work less than seventy-five (75) hours in a two (2) week pay period who shall qualify for overtime rates on a call in for hours in excess of seventy-five (75) hours of work in the two (2) week pay period.
- (c) Where the call in is requested within one-half (½) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee shall be paid as if the entire shift had been worked, provided she completes the shift for which she was called in.
- (d) If the employee reports for work within one (1) hour of the request for call in then the Employer shall guarantee a minimum of four (4) hours work.
- (e) All call-in of shifts shall be given in order of seniority on a rotational basis of those employees on the availability list, at non overtime rates of pay, before securing an agency replacement.

19.06

Responsibility Allowance for Work Outside the Bargaining Unit

- (a) When the Employer temporarily assigns an employee to carry out the responsibilities of a salaried employee outside of the bargaining unit for a period in excess of ½ shifts, the employee shall receive an allowance of five dollars and fifty cents for each shift from the time of the assignment.
- (b) It is understood and agreed that only one of the above-noted premiums shall apply at any one time.

ARTICLE 20 - PAID HOLIDAYS:

20.01

- a) The following days shall be designated paid holidays for employees at their regular rate of pay:

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

- b) The intent is that there shall be no more than twelve (12) paid holidays during the term of the Agreement. If another Federal, Provincial or Municipal holiday should be proclaimed during the term of the Collective Agreement, such additional holiday would replace one (1) of the designated holidays in the Collective Agreement.
 - c) Pay for the designated holidays provided for in Article 20.01 shall only be payable for probationary and part-time employees in accordance with the formula set out in the Ontario Employment Standards Act.
- 20.02 Where one (1) of the above named paid holidays falls on a Saturday or Sunday, an alternative day **may** be designated by the Employer **as** the paid holiday.
- 20.03 Holiday pay shall be computed on the basis of the number of hours the employee would otherwise work had there been no holiday, at his regular rate of pay.
- 20.04 (a) An employee shall qualify for holiday pay if the employee worked her scheduled day before and scheduled day after the holiday and has worked at least one (1) day in the two (2) week period preceding the holiday.
- (b) ~~If~~ an employee meets the qualifications in 20.05 **(a)** she ~~is~~ deemed to have qualified for lieu day(s) pay for that holiday.
- 20.05 An employee who is required to work on any of the above mentioned holidays or an employee who is required to work on his float holiday shall, in addition to his holiday pay, be paid at the rate of one and one-half **(1%)** times his regular rate of pay or in lieu thereof be granted equivalent time off with pay equal to overtime rates.
- 20.06 Any employee scheduled to work on a holiday, and who **does** not report for work, shall forfeit her holiday pay, unless the absence is due to illness verified by a medical doctor's certificate, in which case the employee shall receive holiday pay as stipulated in Article 21.04.
- 20.07 If one (1) of the above named holidays occurs on an employee's regular day off, or during her vacation period, the employee shall receive an additional day off in lieu thereof within two (2) weeks either side of the holiday, unless otherwise arranged between the employee and the supervisor, or the employee shall receive a day's pay. These options shall be at the discretion of the Employer.

- 20.08 For clarification purposes of when a paid holiday begins and ends, the first shift of the day shall be the shift where the majority of hours are completed before 8:00 A.M.
- 20.09 There shall be no pyramiding of premium pay, overtime pay, sick leave pay, and paid holiday pay.

ARTICLE 21 - VACATIONS

- 21.01 For the purpose of calculating eligibility, the vacation year shall be the period from January 1st to December 31st of the current calendar year.
- 21.02 The periods at which employees shall take vacation shall be based on the selection by the employee according to seniority in each department, but shall be finally determined by the Director of Care having due concern for the proper operation of the Meighen Health Centre. Vacation requests must be submitted to the Director of Care of March 31st of the current year.
- 21.03 Vacation taken between June 1st and August 31st shall only be taken at a maximum of two (2) week blocks at one time.
- 21.04 Vacations are not cumulative from year to year and all vacations must be taken by December 31st of the current year. Employees shall not waive vacation and draw double pay.
- 21.05 Employees who have not completed their probationary period as of December 31st shall receive four percent (4%) of their gross earnings during the vacation year.
- 21.06 Employees who have completed their probationary period as at the vacation cut off date shall be granted one (1) day's vacation leave for each month of service to a maximum of ten (10) days. Vacation pay for such employees shall be four percent (4%) of gross earnings during the vacation year.
- 21.07 Employees with one (1) year of service on or before December 31st of the current year shall receive two (2) weeks vacation. Vacation pay for such employees shall be four percent (4%) of gross earnings for the vacation year.
- 21.08 Employees with three (3) years of service on or before December 31st of the current year shall receive three (3) weeks vacation. Vacation pay for such employees shall be six percent (6%) of gross earnings for the vacation year.

- 21.09 Employees with eight (8) years of service on or before December 31st of the current year shall receive four (4) weeks vacation. Vacation pay for such employees shall be eight percent (8%) of gross earnings for the vacation year.
- 21.10 Employees with fifteen (15) years of service on or before December 31st of the current year shall receive five (5) weeks vacation. Vacation pay for such employees shall be ten percent (10%) of gross earnings for the vacation year.
- 21.11 Employees with twenty-five (25) years of service on or before December 31st of the current year shall receive six (6) weeks vacation. Vacation pay for such employees shall be twelve percent (12%) of gross earnings for the vacation year.
- 21.12 All employees' vacation pay is to be paid as a percentage (%) of total earnings or regular pay whichever is greater.
- 21.13 Employees who have lost their seniority and have terminated their employment as set out in Article 10.07 herein, between vacation periods, shall on termination of employment be paid a vacation with pay allowance based on the amount of vacation pay to which such employee shall be entitled from the last cut off date prior to the date of termination. Such allowance shall be paid no later than the next regular payroll date.
- 21.14 The Employer may pay vacation pay as part of the regular pay. In such circumstances, the Employer undertakes that the rate of income tax on the vacation pay shall not change unless the vacation pay changes the employee's annual tax bracket.
- 21.15 (a) If an employee transfers from permanent part-time or part-time to full-time or vice versa, the following method shall be used to calculate his vacation service date: nineteen hundred and fifty (1950) hours worked equals one (1) year of service.
- 21.16 **"Christmas" and New Year's Full-time and Part-time**
- The Employer shall provide full-time employees three (3) consecutive days off at Christmas or New Year's. The parties agree that the scheduling provision may be waived for the period of December 15th to January 15th.

ARTICLE 22 – HEALTH AND INSURANCE BENEFITS

22.01 Employees who are regularly scheduled to work twenty-five hours per week must participate in all the Core Benefits Programs as detailed in the Salvation Army “Taking Care Benefit Plan” booklet, except Long Term Disability.

Employees who are regularly scheduled to work in excess of thirty (30) hours per week must participate in Long Term Disability.

ARTICLE 23 – INJURY AND DISABILITY

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

(a) The employee shall not be eligible for paid holidays, sick leave, or any other benefits of this Agreement, except where specified otherwise, during any absence covered by WSIB.

(b) Provided that the employee returns to work within fifty-two (52) consecutive weeks of the date of illness or injury, time spent on WSIB shall be considered as time worked for the purpose of calculating the current year’s vacation entitlement under the terms of the Agreement.

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

23.03 In the case of an absence due to a compensable accident, where the anticipated length of such absence is one (1) month or more, the Employer shall post notice of the vacancy in accordance with the job posting procedure (Article 11) of this Agreement. Where the anticipated absence is less than one (1) month, the Employer may fill the position at her discretion.

23.04 The injured employee shall have a period of two (2) years from the date of the injury within which she shall preserve the seniority which she has accrued in accordance with Article 11 and within which she shall have the right to return to work upon the recommendation of the WSIB or the attending physician, which shall indicate to the Employer that the employee has the physical capability to perform her normal job.

- 23.05 (a) If a full-time employee returns to work within fifty-two (52) weeks following the commencement of a WSIB claim, and the employee's former permanent position still exists, the employee shall be returned to her former job, former shift if designated, classification and rate of pay. All employees who fill vacancies as a result of the above absences shall likewise be returned to their former permanent positions.
- (b) If an employee returns to work after fifty-two (52) weeks following the commencement of the WSIB claim but prior to two (2) full years mentioned in Article 24.04 above, she shall be returned to her former job, or to work of a comparable, nature at the same salary level and without loss of seniority or benefits accrued in accordance with Article 10. (This would be affected by the returning employee displacing the employee with the least seniority in the category to which she is returning.)

23.06 If, on the recommendation of the WSIB or the attending physician, the employee is capable only of performing work of a different kind or of a lighter nature, and such work is available within the Meighen Health Centre in a classification that is covered by this Agreement, then the returning employee may exercise her seniority if she **has** the qualifications, experience, skill and ability by bumping into the job at the applicable salary level, displacing the employee with the least seniority in the classification.

23.07 The employee acknowledges her obligations and the Employer acknowledge the Employer's Obligations regarding an Early and Safe Return to Work and Labour Market Re-Entry programs under the Workplace Safety and Insurance Act and the Union agrees that this Collective Agreement shall be interpreted in such a way as to permit those obligations to be discharged.

The Centre shall review with the Union at the Labour Management Committee its Early and Safe Return to Work and Labour Market Re-Entry programs of work related injuries on a case by case basis.

ARTICLE 24 - SICK LEAVE

24.01 Pay for sick leave is for the sole and only purpose of protecting employees against loss of income and shall be granted to all full-time and part-time employees on the following basis:

- (a) Absence for injury compensable under the provisions of the Workplace Safety and Insurance Act shall not be charged against sick leave credits.
- (b) Full time employees who have completed three (3) calendar months shall accumulate sick leave credits at the rate of one (1) day per month to a maximum of eighty-five (85) days.
- (c) Part time employees who have completed three (3) calendar months shall accumulate sick leave credits at the rate of one (1) day for each one hundred and sixty-two point five (162.5) hours worked.
- (d) Sick credits do not accrue while an employee is on a sick leave absence which exceeds thirty (30) days. Upon return to work after using any or all of the days of credit, the employee may again accumulate further credits up to a maximum of eighty-five (85) days.
- (e) Probationary employees shall not receive paid sick leave during the probationary period. At the successful completion of probation, the employee shall be credited with paid sick days on a prorated basis to their date of hire.
- (9) Where an employee's scheduled vacation is interrupted due to a serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave provided the employee provides a satisfactory documentation of the illness and the hospitalization. The portion of the employee's vacation which is deemed to be sick leave under the above provision shall not be counted against the employee's vacation credits.

It is understood that the Employer may, at its discretion, reschedule vacation for an employee whose vacation would be interrupted by a serious illness, occurring immediately prior to the scheduled vacation.

- (g) The Employer may request proof of disabling accident or sickness:
 - (i) For any absence in excess of one (1) day or immediately before or after a long weekend or scheduled vacation and
 - (ii) For the fourth (4th) and succeeding illness in the sick leave year.

- (h) An employee who shall be absent on the afternoon or night shift due to personal illness must notify the Employer at least two (2) hours prior to the commencement of the shift unless impossible. An employee who shall be absent on the day **shift** due to personal illness must notify the Employer at least two (2) hour prior to the commencement of the shift unless impossible. Failure to give such notice may result in **loss** of sick leave benefits for that day of absence.
- (i) The Employer shall notify the employees of their accumulation of sick leave on request.
- (j) An employee who is absent due to pregnancy related illness may be eligible for sick leave under the sick leave plan up to ten (10) weeks prior to the expected date of delivery subject to Article 17.02

24.02 Full-time/Part-time Sick Leave Transfers

Sick leave benefits accumulated at time of transfer from full-time to part-time or part-time to full-time status shall remain to the credit of the employee, and shall be used in accordance with Article 25.01 of this Agreement.

24.03 In the event the Meighen Health Centre requires an employee to undergo a medical examination, the employee shall be given reasonable paid time off to see the physician or to undergo the examination in Meighen Health Centre, whichever the employee prefers. Where the employee chooses to use her own physician and, in the opinion of Meighen Health Centre, the physician's report is inadequate and a further consultation is required, then the second visit shall be on the employee's time or during working hours without pay.

24.04 If a full-time employee returns to work within fifty-two (52) weeks following the commencement of an illness, and the employee's former permanent position still exists, the employee shall be returned to their former job, former shift if designated, classification and rate of pay. **All** employees who **fill** vacancies **as** a result of the above absence shall likewise be returned to their former permanent positions.

24.05 Annual Medical and Sick Leave Certificate

- (a) The Employer agrees that no employee shall be required to undergo an annual medical examination nor be required to produce a medical certificate related thereto. In the event the Ministry of Health requires verification of the annual medical

examination, the matter shall be forwarded to an arbitrator forthwith for a decision.

- (b) If the Employer requires a sick leave certificate in accordance with past practice or the Collective Agreement and the doctor charges the employee for such certificate outside OHIP, the Employer shall reimburse the employee upon presentation of a receipt for up to fifteen dollars (**\$15.00**) for the certificate. In the alternative, the Employer may require an employee to attend an independent physician other than the employee's own physician to provide a sick leave certificate. In such circumstances the Employer shall pay for any medical fees charged beyond OHIP in relation thereto.

ARTICLE 25 – COMPENSATION

25.01 The Employer shall pay salaries and wages in accordance with the Schedule "A" attached hereto and forming part of this Agreement.

25.02 **Pension**

The parties agree that the Employer's and the Union's proposals on Pension shall be subject to interest arbitration, to be arbitrated by the interest arbitration board chaired by Gerald Chamey. The parties agree that the outstanding Pension issue is the only issue to be arbitrated by the parties.

25.03 **Temporary Transfers**

When an employee is assigned temporarily to perform the duties and assume the responsibilities of a higher paying classification in the bargaining unit, she shall be paid the rate in the higher salary range immediately above her current rate for all hours worked in the assignment.

25.04 **New Classification**

When a new classification (which is covered by the terms of this agreement) is established by the Meighen Health Centre, the Meighen Health Centre shall determine the rate of pay for such new classification and notify the Local Union of the same within seven (7) days. If the Local Union challenges the rate, it shall have the right to request a meeting with the Meighen Health Centre to endeavour to negotiate a mutually satisfactory rate. Such request shall be made within ten (10) days after the receipt of notice from Meighen Health Centre of such new occupational classification and rate. Any change

mutually agreed to resulting from such meeting shall be retroactive to the date that notice of the new rate was given by Meighen Health Centre. If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Board of Arbitration (or arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

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

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

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

25.05

Wage Progression

- (a) For the purpose of calculating wage progression, an employee shall progress to the next wage progression after they have worked nineteen hundred and fifty (1950) hours. All hours worked shall be used in calculating an employee eligibility to progress to the next increment.
- (b) Hours worked and hours paid for by the Employer during an employee's probationary period shall be included for purposes of wage progression.
- (c) In addition, if an employee is a recipient of WSIB and is not working, all non working hours shall be included in calculating an employee eligibility to progress to the next increment.

ARTICLE 26 - BULLETIN BOARDS

- 26.01 The Employer agrees to supply and make available to the Union for the posting of seniority lists and Union notices one (1) bulletin board in such place **so** as to inform all employees in the bargaining unit of the activities of the Union.

ARTICLE 27 - PAY DAYS

- 27.01 The Employer agrees that wages shall be paid bi-weekly.

27.02 Errors on Paycheques

In the event of an error on an employee's pay, the correction shall be made in the pay period following the date on which the overpayment comes to the Employer's attention. If the error results in an employee are underpaid by one (1) day's pay or more, the Employer shall provide payment for the shortfall within five (5) business days from the date it is notified of the error.

If the Employer makes an overpayment of a day's pay or less for an employee, the overpayment shall be deducted on the pay period following the date that the **error** is discovered. If the error is in excess of a normal day's pay, the Employer shall be reimbursed based on a mutually satisfactory arrangement between the employee and the Employer.

- 27.03 (a) Upon termination or lay off, the employee shall be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.

- (b) Employees shall endeavour to give a minimum of **two** (2) weeks notice of termination of employment.

- 27.04 (a) Upon termination or lay off, the employee shall be paid her final pay and her vacation pay on the regular pay day for that pay period within which she terminated or was laid off.

- (b) Employees shall endeavour to give a minimum of two **(2)** weeks notice of termination of employment.

27.05 Pay Days

Employees shall be paid by automatic bank deposit every second Friday. It shall be the sole responsibility of the employee to advise

the Director of Finance of any change in bank deposit information; e.g. Bank Number, Branch Transit Number, Account Number, and Type of Account. The employee shall provide a void cheque two weeks in advance of a regular pay day.

ARTICLE 28 – PERSONAL FILES

28.01 Letters of Reprimand

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

28.02 Suspension

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

28.03 Having provided a written request to the Executive Director or designate at least one (1) weeks in advance, an employee shall be entitled to her personnel file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of a management representative at a mutually satisfactory time. It is understood and agreed that an employee is not entitled to see job references.

28.04 An employee, subject to discipline, shall be informed of her right to be accompanied by a Local Union Representative. In the event that circumstances necessitate disciplinary action to be taken immediately and it is not reasonably possible to arrange for the presence of a Local Representative in a timely manner, the disciplinary action shall not be invalidated for the sole reason that a Local Union Representative was not present.

ARTICLE 29 – EDUCATION LEAVE

Effective the first full pay period following the date of ratification of the Memorandum of Settlement, the Employer agrees to pay into a special fund two cents (\$0.02) per hour per employee for all paid hours for the purpose of providing paid education leave. Such leave will be for upgrading the employee skills in all aspects of union functions. Such monies to be paid on a quarterly basis into a

trust fund established by Service Employees' International Union Local 1.0n.

ARTICLE 30 - TERM

- 29.01 This Agreement shall continue in effect and shall continue automatically thereafter during annual periods of each, unless either party notifies the other in writing, within ninety (90) days prior to the expiration date, that it desires to amend or terminate this Agreement.
- 29.02 In the event of such notification being given as to amendment of the Agreement, negotiations between the parties shall begin within twenty (20) days following such notification.
- 29.03 If, pursuant to such negotiations, an agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, August 18, 2007, this Agreement shall automatically be extended until consummation of a new Agreement, or completion of the proceedings prescribed under the Ontario Labour Relations Act, as amended, and the *Hospital Labour Disputes Arbitration Ad*, as amended, whichever should first occur.

DATED THIS 18 DAY OF Nov 2005.

FOR THE EMPLOYER:

[Signature]
Jean Moulton

FOR THE UNION:

[Signature]
Shutis

SM:ws

Schedule "A"

Classification	Step	Effective Date of Ratification	Effective [Insert the date that is 1 Year from Date of Ratification]
PSW & Activation	Start*	14.99	15.29
	1 Year	15.46	15.77
	2 Years	15.93	16.25
	3 Years	16.42	16.75
	4 Years	16.90	17.24

*Probationary Rate: The wage rate payable during the probationary period is twenty cents (\$0.20) below the Start Rate of pay.

LUMP SUM IN LIEU OF WAGES:

A lump sum wages payment is payable to all employees employed as of the date of ratification of the Memorandum of Settlement and all former employees employed at any time in the period on or after November 1, 2003 to the date of ratification of the Memorandum of Settlement, which lump sum is calculated in accordance with the following:

Full-Time Employees: \$3,000.00 gross, pro-rated in accordance with the employee's completed calendar months of service from November 1, 2003 to the date of ratification of the Memorandum of Settlement.

Part-Time Employees: \$1,500.00 gross, pro-rated in accordance with the employee's completed calendar months of service from November 1, 2003 to the date of ratification of the Memorandum of Settlement.

The above wages include pay equity.

48