

# **COLLECTIVE AGREEMENT**

- between -

**LEAMINGTON UNITED MENNONITE HOME AND APARTMENTS  
SERVICE UNIT**

- and -



**UNIFOR**  
theUnion | lesyndicat

**AND IT'S LOCAL 2458**

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## **FORWARD**

This Agreement resulting from Collective Bargaining between The Leamington United Mennonite Home & Apartments, a faith centered, church supported charitable eldercare provider owned by area Mennonite Churches and Unifor and its Local 2458 is for the purpose of producing the most favourable relationship between the employees and the employer.

The strongest effort should be exerted by everyone concerned to make it an effective document for the benefit of all. We strongly urge all union employees to consult with their Committeepersons or Union Representatives concerning any matter pertaining to the provisions of the Agreement.

## **ARTICLE 1 – PURPOSE**

- 1:01 The purpose of this Agreement is to establish satisfactory relations between the Employer and its employees, and their Union to provide the 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 who are subject to the provisions of this Agreement.
- 1:02 The parties confirm that the Leamington United Mennonite Home and Apartments and its staff are dedicated to providing a safe, caring and secure home for the residents.

## **ARTICLE 2 – UNION RECOGNITION AND BARGAINING UNIT DESCRIPTION**

- 2:01 The employer recognizes the union as the sole bargaining agent for all employees of the employer, save and except supervisors, persons above the rank of supervisor, registered nurses, hairdressers, office and clerical staff, Chaplain and students employed during the school vacation period.
- 2:02 The Employer shall provide to the Union, on written request, information with respect to job descriptions and job classifications for positions in the bargaining unit and information relating to health and welfare plans, job postings, information requested by the Trade Union which may be relevant to any grievance, and copies of Performance Evaluations, with the written consent of the employee.
- 2:03 The Employer agrees that all correspondence between the Employer and the Union relating to matters covered by this Agreement shall be sent to the President of the Union or his designate. The Employer shall also provide the President of the Union or his designate with a copy of any correspondence issued by the Employer to an employee in the bargaining unit with respect to the interpretation or application of any clause contained in this Agreement.

## **ARTICLE 3 – UNION SECURITY**

- 3:01 All present employees who are employed in the bargaining unit described in Article 2 of this Agreement shall, as a condition of employment, become and remain members of the Union. All new employees employed within the bargaining unit described in Article 2 of this Agreement shall become and remain members of the Union.
- 3:02 The Employer shall deduct from the pay of each employee in the bargaining unit monthly Union dues, fees and assessments as prescribed by the Constitution of the Union.
- 3:03 The Employer shall remit the amount so deducted, prior to the fifteenth (15th) day of the month following, by cheque, payable to the Union. This remittance shall be accompanied by a statement showing the name of each employee along with the employees last known address and phone number from whose pay deductions have been made and the total amount deducted for the month. Such statement shall also list



the name of bargaining unit employees for whom no deductions have been made and the reasons why.

When part time dues are remitted to the Union, a list of the number of hours worked by each part time employee during the month for which dues are being remitted, shall also be included.

- 3:04 The Union agrees to indemnify and hold harmless the Employer against any and all liability which may arise by reason of deductions made and remitted by the Employer as directed by the Union from employees' wages as hereinbefore provided.
- 3:05 The Employer agrees to include the Union dues deducted from each employee on each employee's T-4 slip annually.
- 3:06 The amount of the deductions to be made by the Employer shall be certified to the Employer by an authorized officer of the Union. In the event of a change in such amounts, not less than fourteen (14) days notice shall be given to the Employer.

#### **ARTICLE 4 – REPRESENTATION**

- 4:01 The Employer acknowledges the right of the Union to appoint, elect or otherwise select from the bargaining unit three (3) Committeepersons, one (1) of whom shall be Unit Chairperson. A Committeeperson must be a seniority employee employed within the bargaining unit described in Article 2 of this Agreement and must have at least six (6) months seniority.
- 4:02 The Employer acknowledges that Committeepersons are authorized to represent unionized employees in all matters relating to the Collective Agreement. Further that Committeepersons shall serve as members of the Negotiating Committee and such other representatives of the union who are authorized to represent the employees in discussions and dealings with the Employer in connection with any matters which may properly arise out of the administration of this Agreement. The Union agrees to notify the Employer in writing of the names of the members of the Committee and any changes therein.
- 4:03 It is acknowledged, understood and agreed that Committeepersons have their regular duties to perform as employees and that such persons shall not leave their regular duties without obtaining permission from his/her supervisor. The supervisor will not unreasonably refuse to grant a Committeeperson permission to leave his/her regular duties. In accordance with the understanding such employees shall not suffer loss of pay, while performing any of the duties required to be performed by a Committeeperson pursuant to the provisions contained in this Agreement. Further to this, and in good faith, when reasonable notice has been given, the parties recognize, upon such member requests, the Union and its Union Representatives, shall be replaced on the floor to cover their specific duties as operationally required and reasonably approved. Additionally, planned and identified meetings as outlined within the CBA shall, as mutually agreed for alternative dates, establish the scheduled meeting review with the intent to provide shift coverage for the participating Union Representatives.

- 4:04 Where a supervisor intends to discipline an employee the supervisor shall notify the employee and the employee's Committeeperson as far in advance as is possible of the purpose of such interview. Such meeting shall not proceed until the foregoing persons are available to be present.
- 4:05 It is agreed that meetings between the Employer and the Union called at the request of either party will normally be held during regular working hours, unless otherwise mutually agreed. Employees attending any meeting within normal working hours, including ones dealing with grievances shall suffer no loss of pay.
- 4:06 In the event of either party wishing to call a meeting for the purpose of discussing matters arising out of the administration of this Agreement, shall notify the other party in writing and supply an agenda for the meeting. The meeting will be held within a reasonable time period following receipt of said notice.
- 4:07 The Union is hereby established as the sole collective bargaining agent for the employees within the bargaining unit, and the Employer undertakes not to enter into any other agreement or contract with the employees within the bargaining unit either individually or collectively.
- 4:08 The Employer agrees that it will provide reasonable access to its premises to any Union representative for the purpose of attending to any business connected with the Union.
- 4:09 On the request of either party, the Union Committeepersons (at least two of three), members of management and others as mutually agreed upon by the designated representatives, shall meet at least quarterly until this agreement is terminated for the purpose of discussing issues relating to the workplace which affect the parties or any employee bound by this agreement. The parties agree to prepare an agenda one week prior to the scheduled meeting.
- 4:10 The employer agrees to schedule the Union Chairperson to a straight dayshift assignment
- 4:11 The employer agrees to provide to the Union an office inside the "Home" to conduct Union business. The location will have a locking door, desk, chairs, and internet access.
- 4:12 Women's Advocate  
The parties recognize that female employees may sometimes need to discuss with another woman matters such as violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community such as counsellors or womens' shelters to assist them in dealing with these and other issues.

For this reason the parties agree to recognize the role of Women's advocate in the workplace. The Women's Advocate will be determined by the Union from amongst the female bargaining unit employees. The Advocate and/or Management will make themselves available to female employee's as needed to discuss problems with them and access local services and supports as required.

The name of the Advocate will be posted on the Union bulletin board. Additionally the Leamington Mennonite Home will develop a resource manual for use by the Advocate and or staff.

The Women's Advocate will participate in an initial 40 hour training program organized by Unifor.

The Leamington Mennonite Home agrees to pay for lost time for the course.

## **ARTICLE 5 – BARGAINING UNIT**

5:01 No employee in the bargaining unit will be laid off or have their hours of work reduced as a result of supervisors continuing to perform work also performed by members of the bargaining unit.

5:02 The Employer shall not contract out any work usually performed by members of the bargaining unit if, as a result of such contracting out, a lay off or a reduction in the hours of work of any employees follows. Contracting out to an Employer who is organized and who provides comparable wages and benefits is not a breach of this provision.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

6:01 The Union acknowledges that it is the exclusive function of the Employer to operate and manage its business in all respects and, without limiting the generality of the foregoing, the Union acknowledges that, subject to the express provisions of this Agreement, it is the right of the Employer to:

- (a) hire, classify, direct, transfer, lay-off, promote, suspend, discipline and discharge employees for just cause, subject to the right of a seniority employee to lodge a grievance as hereinafter provided;
- (b) maintain order, discipline and efficiency;
- (c) make and alter, from time to time, rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the express provisions of this Agreement, and;
- (d) determine schedules, contents of jobs, assignment of work and the methods, processes and means of carrying out its services to the residents.

## **ARTICLE 7 – BULLETIN BOARDS**

7:01 The Employer will provide a bulletin board to be used exclusively for the posting of matters concerning the Union. This bulletin board will be placed in the staff locker room.

## **ARTICLE 8 – UNION LEAVE**

- 8:01 (a) Leave of absence without pay and without loss of seniority shall be granted to employees elected or otherwise selected to represent the Union at Union functions. Time for such absence shall not exceed a total of forty (40) days in any one (1) year and not more than two (2) employees, provided that they are from different departments, shall be permitted to be absent at any one time.
- (b) If an employee is selected to fill a full time office position with the Union, he/she shall be granted a leave of absence without pay for one (1) year. The Union will endeavour to provide the Employer with six (6) weeks notice of such a request whenever possible.

## **ARTICLE 9 – NO DISCRIMINATION/ANTI-HARASSMENT**

- 9:01 The employer and the union agree that they will not discriminate, coerce, restrain or influence any employee on account of union membership or non-union membership in any labour organization.
- 9:02 The employer and the union agree that they will not discriminate against any employee due to race, creed, colour, sex, marital status, nationality, religion or place of origin. Both parties agree to adhere to the Human Rights Code of Ontario.
- 9:03 The employer and the union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation, or disability is prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.
- 9:04 The employer and Unifor agree to jointly participate in the investigation and resolution of a complaint of discrimination or harassment pursuant to the grounds identified in the Human Rights Code. The process to be followed is described in Appendix "B".
- 9:05 The Employer agrees to fully recognize and abide by the provisions as set out by Bill C-168. Further the employer agrees to continue the practice of providing annual training to the employees to ensure compliance to the legislation.

## **ARTICLE 10 – STRIKES AND LOCKOUTS**

- 10:01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lock outs during the term of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the *Labour Relations Act* of Ontario, as amended from time to time.



## **ARTICLE 11 – GRIEVANCE PROCEDURE**

- 11:01 Should any difference arise between the Employer and an employee or employees relating to the interpretation, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable or not, it will be dealt with in the following manner:

### **Step 1**

The employee, together with a Committeeperson, shall take up the matter verbally with the employee's Supervisor within ten (10) days of the employee having become aware of the grievance. The Supervisor shall respond within two (2) days.

### **Step 2**

The employee concerned, together with a Committeeperson, shall within five (5) working days of the response at Step 1, refer the matter in writing to his immediate supervisor, who shall give his answer in writing to the Committeeperson within five (5) working days following the date on which the grievance was delivered.

### **Step 3**

Failing settlement under Step 2 within five (5) days of receipt of the response by the immediate supervisor, the grievance may be referred to the Administrator or designate. A meeting shall then be convened within five (5) working days by a committee comprised of the Chairperson, the Union Representative and the employee (who may or may not be present) and the Administrator or Designate and such other representative of the Employer as may be designated for that purpose. The Administrator shall discuss the matter with such committee and shall give a decision in writing no later than five (5) working days after the grievance was presented to him.

- 11:02 If a satisfactory settlement of the grievance is not reached under the foregoing procedure, either party may, within seven (7) working days after receipt of the written reply at Step 3, notify the other party in writing of its desire to refer the matter to arbitration.
- 11:03 For purposes of Articles 11 and 12 and all grievances processed thereunder, all time limits shall be deemed to be mandatory. If at any step of the grievance procedure the grievance has not been processed by the grievor or his agent in accordance with the time limits as prescribed, the grievance shall be deemed to have been settled and/or withdrawn. Failure of the Employer to meet the prescribed time limits shall permit the grievor or his agent to take the grievance to the next step.
- 11:04 It is mutually agreed that either the Employer or the Union may bring forward at any time any grievance relating to the interpretation, administration or alleged violation of this Agreement, and that such grievance shall be brought forward at Step 2.
- 11:05 Any dispute involving discharge, suspension or health and safety may be submitted to the grievance and arbitration procedures within ten (10) days from the date of discharge or suspension and dealt with as herein provided. Steps one and two of the grievance procedure will be omitted in such case.

It is agreed that the Union Chairperson will be notified immediately on the dismissal or suspension of any employee within the bargaining unit. In the event that the Employer initiates a disciplinary action against an employee resulting in the suspension or discharge of the employee, the employee shall be notified in writing of the reason(s) for the disciplinary action, with a copy to the Union Chairperson as well as the President of Unifor Local Union.

- 11:06 Time limits shall be computed by excluding Saturday, Sunday and paid holidays and employees regular days off. It is agreed that any time limits referred to in Articles 11 or 12 may be extended by mutual agreement between the parties. Such agreement shall be in writing.
- 11:07 An employee, or the President of the union or his designate, with the written authority of the employee, shall be entitled to review the employee's personnel file in order to facilitate the investigation of a grievance. An employee's personnel file shall be available and open to the employee for her/his inspection at reasonable intervals at a time convenient to the employer and the employee. An employee's personnel file shall be cleared of all discipline eighteen (18) months from the date such discipline was issued. Discipline is defined as a verbal or written warning, reprimand, suspension, dismissal or any other disciplinary action to an employee.

## **ARTICLE 12 – ARBITRATION**

- 12:01 Either party may, subject to Article 11 of this Agreement, notify the other party in writing of its desire to submit the grievance to arbitration. The notice shall be delivered by the party desiring to submit the grievance to arbitration to the other party within seven (7) working days after the date on which the Administrator delivered the written decision as provided in sub-article 11:01.
- 12:02 Following receipt of the notice as provided in sub-article 12:01, the Employer and the Union shall endeavour to select an Arbitrator. If the Employer and the Union are unable to agree upon an Arbitrator within fifteen (15) working days, either party may then request the Minister of Labour to appoint an Arbitrator.
- 12:03 No person shall be appointed as Arbitrator who has been involved in an attempt to settle the grievance.
- 12:04 The Arbitrator shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the Employer, the Union and any employee or employees affected by it.
- 12:05 The Arbitrator shall not have jurisdiction to alter, add to, subtract from, modify, amend or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions or to make any decision inconsistent with the terms and provisions of this Agreement.
- 12:06 The Employer and the Union will each pay one-half (1/2) of the arbitrator's fees and expenses.

12:07 Where both parties agree, a Board of Arbitration may be substituted for a single Arbitrator. In such cases, the parties shall endeavour to agree on the selection of a Chairperson and in the event that they fail to do so, the Minister of Labour will be requested to appoint a Chairperson. The Board of Arbitration shall hear and determine the grievance and shall issue a decision and the decision is final and binding upon the Employer, the Union and any employee or employees affected by it. If there is no majority decision of the Board of Arbitration, the decision of the Chairperson shall govern.

### **ARTICLE 13 – PROBATIONARY EMPLOYEES**

13:01 A new employee shall be known as a probationary employee until he has worked 450 hours or has been employed for six (6) calendar months, whichever first occurs. Upon completion of the probationary period, seniority shall accumulate from last date of hire.

(Define probationary period as number of hours not number of shifts i.e. 60 shifts = 450 hours to maximum of 6 months, for consistency and continuity.)

13:02 The termination of an employee's employment during the employee's probationary period shall be at the sole discretion of the Employer, provided that such discretion is exercised in good faith.

13:03 In order to best assist and educate new hires in the scope of work operations at the Home, the Employer shall provide an updated job description for all bargaining unit positions. All new hires shall be scheduled and trained on all shifts to orient themselves to specific duties to maintain the shared priority focus on health and safety for residents and staff alike. Further to this, the parties understand and agree upon the complexities of the Dietary schedules and will review them separately in accordance with department operations.

### **ARTICLE 14 – DEFINITIONS**

14:01 The term "probationary employee" when used in this Agreement shall mean an employee who has not completed her probationary period as per Article 13 hereof.

14:02 The term "part time employee" when used in this Agreement shall mean an employee regularly scheduled to work sixty (60) hours or less in a bi-weekly pay period.

14:03 The term "full time employee" when used in this Agreement shall mean an employee regularly scheduled to work more than sixty (60) hours in a bi-weekly pay period.

### **ARTICLE 15 - SENIORITY**

15:01 The Employer shall post and supply the Union with a full-time seniority list and a part-time seniority list each January and July, showing the employees their start date and seniority by paid hours since their last date of hire.

- 15:02 (a) In the event that a part time employee should become a full time employee, such employee's name will be removed from the part time employee's seniority list. Such employee shall be credited with all accrued seniority to the date of her becoming a full time employee in accordance with the following formula:

Number of year to date hourly Units, each Unit of 75 hours will equal two (2) calendar weeks of full time seniority. Such employee will be given a seniority date on the full time employee's seniority list, which will reflect the amount of her full time seniority determined in accordance with the foregoing formula.

- (b) Where a part time employee transfers to full time, all benefits (ie. sick leave, health and welfare, etc.) which are applicable to the full time but not part time employees, shall commence on the first day of the month that occurs after the thirty (30) day trial period is complete. Until such time the employee shall continue receiving part time in lieu of benefits, as per Article 24:07.

When employees transfer from full time to part time, they will continue full time benefits to the last day of the month in which they transfer and start part-time in lieu of benefits as per Article 24:07 on the first day of the following month.

- 15:03 Where two (2) or more employees have the same seniority, seniority shall be as per alphabetical order of their last name as of their last date of hire.

- 15:04 The appointment, selection or promotion of any employee to a position not subject to the provisions of this Agreement is not covered by this Agreement. If a seniority employee is appointed, selected or promoted to a position which is not subject to the provisions of this Agreement and is later transferred back to a position within the bargaining unit described in Article 2 of this Agreement, such employee shall return to the bargaining unit with all of the seniority which that employee had at the time of her appointment, selection or promotion and such employee shall be credited with additional seniority with respect to the time when she was not employed within the said bargaining unit, as long as the return to the bargaining unit takes place within three (3) calendar months from the date that the seniority employee accepted the non-bargaining unit position with the Employer.

- 15:05 (a) A full-time employee shall continue to accrue seniority while off work due to injury or illness whether or not such illness or injury is covered by Workers Compensation.

- (b) Part-time employees off work due to an injury or illness, whether or not such illness or injury is covered by workers compensation, shall continue to accrue seniority in the following manner; part-time employee off due to illness or injury for periods of twenty-one (21) calendar days or more shall be credited with seniority from the first day of such leave. The seniority credited shall be based on the average of hours paid for the previous six (6) months from date of injury.

15:06 Layoff and Recall

Notice - In the event of a proposed layoff of a permanent or long-term nature the Home will provide the Union with at least six (6) weeks notice.

In the event of a layoff of a permanent or long-term nature the Home will provide the affected employees with notice in accordance with the 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

A copy of any notice of layoff to an employee will be provided to the Union at the same time.

#### Procedure

In the event of a layoff, the following procedure shall apply:

- (a) The classification and status (full time or part time) within which the layoff is to occur will be identified.
- (b) All probationary and temporary employees employed within that classification will be laid off first, irrespective of their status.
- (c) Thereafter, if further employees within that classification are to be laid off, employees with the status identified in paragraph (a) above shall be laid off in inverse order of seniority, providing that the employees who remain on the job have the ability to perform the work. Employees will be recalled in inverse order of layoff.
- (d) A full time employee who has been laid off in accordance with paragraph (c) above, shall have the option, which must be exercised at the time of the layoff, to either take the layoff or to displace the least senior full time employee in another classification who has less seniority than such employee, provided such employee has the qualifications and ability to satisfactorily perform the work of the employee whom she seeks to displace.
- (e) A full time employee who is unable to displace a full time employee in accordance with paragraph (d) above, shall have the further option to either take the layoff or to displace the least senior part time employee in her classification who has less seniority than such employee.
- (f) A full time employee who is unable to displace an employee in accordance with paragraph (e) above, shall have the further option, which must be exercised at the time of the layoff, to either take the layoff or to displace the least senior part time employee in another classification who has less seniority than such employee, provided such employee has the qualifications and ability to satisfactorily perform the work of the employee whom she seeks to displace.



- (g) A part time employee who has been laid off in accordance with paragraph (c) above, shall have the option to either take the layoff or to displace the least senior part time employee in another classification who has less seniority than such employee, provided such employee has the qualifications and ability to satisfactorily perform the work of the employee whom she seeks to displace.
- (h) In determining the qualifications and ability to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary or unfair manner.
- (i) 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 provisions, or do not have the qualifications and ability to perform the work available.
- (j) Employees on lay off are entitled to apply for job vacancies, for which they are qualified, arising out of a job posting, after the Job Posting provisions under Article 17 have been utilized.

15:07 Employees shall have the right to challenge the seniority listing for a period of four weeks following the date of posting. The seniority list as corrected shall be deemed accurate to the date of posting. Any challenge to the employee's seniority, which is not dealt with, to the employee's satisfaction may be submitted as a grievance. Employees must have a basis for the challenge, showing hours, and must be specific regarding pay periods in question.

## **ARTICLE 16 – LOSS OF SENIORITY**

16:01 Seniority will be lost and employment terminated if an employee:

- (a) quits, resigns or retires;
- (b) fails to report for work or fails to notify the employer for three (3) consecutive days without supplying a reason satisfactory to the employer for such failure.
- (c) is laid off and not recalled for a period of thirty-six (36) months.
- (d) has been laid off and fails to return to work within seven (7) working days after recall by the employer; provided that notice of recall which has been sent to the employee by registered mail at his address on the records of the employer shall conclusively be deemed to have been received by the employee on the second day after it was mailed.
- (e) is discharged and not reinstated pursuant to the provisions of the grievance and/or arbitration procedures contained herein;
- (f) overstates a leave of absence granted by the Employer without notifying the Employer and without supplying a reason satisfactory to the Employer for such failure;

- (g) leaves work without obtaining permission unless the employee supplies a reason satisfactory to the Employer for not obtaining permission.

## **ARTICLE 17 – JOB POSTING**

- 17:01 (a) The Employer shall post notice of all new jobs or vacancies in the bargaining unit on the bulletin board for a period of five (5) days, exclusive of Saturday, Sunday and Statutory Holidays. Any subsequent posting shall remain posted for a period of five (5) days.
- (b) The posting for a new job or vacancy shall be awarded to the senior applicant, providing the applicant has the skill and ability to satisfactorily perform the requirements of the posted position.
- 17:02 If no applications are received from seniority employees or if none of the applicants are awarded the posted vacancy, employees by seniority on the recall list shall be offered the vacancy, provided the employee has the skill and ability to perform the work. If a vacancy still exists, the employer may then fill the vacancy in such manner as it determines.
- 17:03 The Employer may fill the posted vacancy in such manner as it determines until the vacancy is filled or the Employer proceeds in accordance with sub-article 17:02.
- 17:04 If a full time employee is off work for more than four (4) weeks for any absence, the full time job will be posted on a temporary basis. Temporary job postings shall be open to full time and part time employees. If a part time employee fills a temporary full time position for six (6) months, she/he will be entitled to full time benefits pursuant to Article 24 of the collective agreement for the period of the temporary vacancy.
- 17:05 The successful applicant for the posted position shall be on a trial period for thirty (30) actual days worked. During such trial period the employee may elect to return to their former position or may be returned to their former position in the event that their work proves to be unsatisfactory. Any other employees who transferred or moved as a result of the original posting shall also be returned to their previous position.
- 17:06 The Employer agrees to provide the Chairperson with copies of all job postings, the names of applicants and the names of the successful applicant immediately upon completion of the job posting procedure. The successful applicant will also be notified.
- 17:07 The qualification for the Personal Support Worker position shall be a Personal Support Worker Certificate or such other qualifications as may be required by the Province of Ontario.

## **ARTICLE 18 – WAGES**

- 18:01 The wage rates and classifications are set out in Appendix "A-1" hereto, which Appendix constitutes part of this Agreement. If any new classification within the bargaining unit is created during the lifetime of this Agreement, wage rates for such classification shall be

negotiated between the Employer and the Union not later than fourteen (14) calendar days after the Employer establishes any such classification. If the parties fail to agree on the wage rate for such classification, either party may request the services of a conciliation officer and proceed to Arbitration, if necessary.

## **ARTICLE 19 – PAYMENT OF WAGES**

- 19:01 All employees will be paid bi-weekly on every second Thursday for the pay period ending two (2) weeks previously. In the event that a paid holiday falls on a regular pay day then employees will be entitled to be paid on the day immediately preceding the normal pay day that is not a holiday.
- 19:02 Payment shall be made for time worked during the said two (2) week period, together with paid holidays, overtime and other benefits to which the employee may be entitled during such period. Any errors made by the Employer in calculating payments as provided for in this Article shall be corrected and paid when such errors are brought to the attention of the Employer and shall be paid within two (2) business days of such error being brought to the attention of the employer provided that such error is for a minimum of four (4) hours pay.
- 19:03 Vacation pay and Retroactive pay and any other special earnings not referred to in this Article will be paid by separate cheque if the amount of such earnings exceeds two hundred, fifty dollars (\$250.00). The employer agrees that any adjustments included on a regular pay shall be taxed separately from regular earnings.

## **ARTICLE 20 – UNIFORM ALLOWANCE**

- 20:01 The employer agrees to pay a uniform allowance of one hundred and thirty dollars (\$130.00) per year to part time employees. Full time employees will continue to receive one hundred and sixty dollars (\$160.00) per year. The allowance shall be paid on the last payday in June by direct deposit.

## **ARTICLE 21 – HOURS OF WORK**

- 21:01 The normal hours of work for full time employees shall be thirty-seven and one half (37-1/2) hours per week, exclusive of one-half (1/2) hour daily lunch period or shall average seventy-five (75) hours exclusive of such daily lunch periods during a bi-weekly period.
- 21:02 Employees will be allowed a fifteen (15) minute rest period with pay, during each half shift, as near to the midpoint of the half shift as is practical.
- 21:03 Nothing contained herein shall be construed as a guarantee of any number of days of work in any week or any number of hours of work in a day. The number of shifts and the starting and quitting time shall be as determined by the Employer, from time to time.
- 21:04 All time worked in excess of the daily regular seven and one half (7-1/2) hours exclusive of the one half (1/2) hour lunch period, all time worked in excess of seventy-five (75)

hours exclusive of daily lunch periods in a bi-weekly pay period and all time worked on a seventh and subsequent consecutive days shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight time rate of pay. Overtime will not be paid on the seventh and subsequent consecutive days if the employee was called in for, and accepted, an overtime shift during that period. All overtime work must be approved by the employee's regular supervisor in advance.

- 21:05 Employees may request in writing on the Leamington Mennonite Home "Staff Request for Schedule Change for Days Off" form to change shifts with one another or request a specific day off. Any exchange of shift involves a commitment between the employees to work the shifts as requested. Employees cannot exchange shifts in such a fashion that would breach their fundamental employment obligations or that would create work patterns that would be contrary to the collective agreement or that would alter their status under the collective agreement. It is agreed further that shift trades shall not be used to circumvent the application of seniority rights or shift schedules as contained in the collective agreement. Part time staff may trade or give away shifts to other part time staff or to the casual pool staff. Full time employees may give away a maximum of one (1) shift per schedule, provided they have found their own replacement, and may on occasion trade full shifts for part shifts or to other staff consistent with the Leamington Mennonite Home approval process. Such requests will not be unreasonably denied. No overtime or premium rate shall be payable to an employee as a result of the employer granting such request.

#### Trades

Once a trade is approved, the shift becomes your scheduled shift and shall not be traded away to another employee except under extenuating circumstances.

- (a) Trades for the next day, must be in by 3 pm for approval. Timeframe does not apply to unforeseen or extenuating circumstances. Weekend trades must be in by Friday 3 pm. Any emergency trades over the weekend must have approval by the Department Leader. Staff shall assume responsibility to see if requested trade has been approved.
  - (b) If a trade results in immediate family members (spouse, parent, child, sibling) working together, a re-assignment will be done. Every attempt to re-assign will be done by seniority.
- 21:06
- (a) The employer agrees that working schedules will be posted at least two (2) weeks in advance and such schedules will contain a period of four (4) weeks. Such schedules to be posted by 3pm.
  - (b) For the purposes of part time scheduling part time employees shall be scheduled by seniority by department, for sixty (60) hours per bi-weekly pay period in accordance with the availability of hours in each department.
  - (c) The Employer shall not schedule an alternate shift when regular shifts are available within the employee's seniority.

- 21:07 Where an employee elects time off in lieu of overtime, the employee must indicate this to his/her supervisor prior to the end of the pay period in which the overtime occurs. Where the employee has not utilized the accumulated time off in lieu of overtime within ninety (90) days following the end of the pay period in which the overtime arose, the unused portion will be paid to the employee at the appropriate overtime rate.
- 21:08 Employees who report for work for any shift for which they are scheduled will be guaranteed at least four (4) hours work, or if no work is available will be paid for at least four (4) hours. This does not apply to part time employees who are scheduled to work less than four (4) hours.
- 21:09 All full time employees shall have sixteen (16) consecutive hours scheduled off between shifts. In the event that the Employer fails to schedule sixteen (16) consecutive hours off when tours of duty are changed, any full time employee so affected will in such event be paid a premium rate of time and one half (1-1/2) their regular straight time hourly rate of pay for all hours worked during the sixteen (16) hours that the employee should otherwise have been scheduled off. Provisions of this Article shall not apply to any employee who at his/her own request or with his/her consent, is scheduled so as to have less than sixteen (16) consecutive hours off when tours of duty are changed.
- 21:10 It is understood that employees will not be required to work split shifts.
- 21:11 Those employees working the shifts which commenced immediately before midnight when the change from daylight savings to standard time or vice versa occurs, shall be paid straight time for the exact number of hours worked during the shift.
- 21:12 For the purpose of calculating eligibility for overtime pay, employees shall be deemed to have worked for all hours paid by the Employer.
- 21:13 There shall be no pyramiding or duplicating of any premium pay, overtime pay or paid holiday pay.
- 21:14 Full time employees shall receive two (2) week-ends off in four (4); part time employees shall receive one (1) week-end off in three (3), or if possible two (2) week-ends off in four (4).
- 21:15 All employees shall be paid the appropriate rate of pay when required by the Employer to attend staff meetings or in service programs.
- 21:16 A shift premium of fifty cents (50¢) per hour will be paid to all employees for all hours worked between 2:00 p.m. and 6:00 a.m. Monday through Friday. A weekend premium of seventy-five cents (75¢) per hour shall be paid to all employees for all hours worked on Friday night shifts (which constitutes the first shift of Saturday) through to and including the Sunday afternoon shift.
- 21:17 (a) "Call-in" shall mean the calling into work at the Employer's request of an employee on an assigned day off as per the posted schedule.



- (b) The Employer will call in part time employees in order of their seniority within the classification in which the call in is required as long as the employee would not be entitled to overtime or premium pay for working the call in assignment. If the Employer is unable to fill the call in assignment through the above procedure, the Employer shall call in full time employees in order of their seniority as long as the employee would not be entitled to overtime or premium pay for working the call in assignment.
- (c) Where the call in is requested within one half (1/2) hour of the starting time of the shift and the employee commences work within one (1) hour of the call, then the employee will be paid as if the entire shift had been worked, provided he/she completes that shift.
- (d) Where an employee is called into work with less than one (1) hours notice of the commencement of the shift and arrives for work after the commencement of the shift but within one (1) hour of the scheduled commencement of the shift and completes the shift, he/she shall be paid as though he/she had worked for all hours of the shift. If an employee is called in after the commencement of the shift and arrives within one (1) hour of the call and completes the shift, he/she shall be paid from the time of the call.
- (e) When an employee temporarily transfers to a lower rated classification he/she shall receive the wage rate of their regular classification. Employees temporarily transferred to a higher classification shall receive the higher wage rate of the higher rated classification from the point the employee commences work in the higher classification.
- (f) The parties agree that when available shifts are posted in the Home for selection by employees that once an employee is granted a shift it then becomes their scheduled shift(s) and shall not be traded away to another employee. In the event that posted shifts are not selected by employees within seven (7) days of being posted such shifts may then be allocated to casual employees.
- (g) For call-in purposes, employees will provide the employer with one (1) telephone number where they can be reached.
- (h) The employer agrees to provide additional staffing in the dietary department when such circumstances arise that require dietary staff to prepare additional meals in order to accommodate the request of Resident's family and friends. Further it is understood that such additional staffing is to be limited to requests of more than twenty (20) individuals and only for events around the Christmas and Easter Seasons.

21:18 The Employer agrees to provide for free parking for the employees.

21:19 The parties agree that the midnight shift shall be considered the first shift of any calendar day.

- 21:20 (a) If a full time employee wants to move to a part time schedule, they shall bid on an available opening in accordance with the job posting provisions contained herein. Should no opening within the part-time classification exist, a full time employee may at their discretion declare their full time position open for bidding as per the job posting language.
- (b) In the event that a full time employee posts to a part time opening as a result of declaring their position vacant and such employee subsequently posts back to a full time position, such employee may not avail themselves of the procedure set out in 21:20 (a), for a period of one (1) year from the date they re-posted to a full time vacancy.
- 21:21 Where the parties agree that an error has been made under this Article for the call-in process for the allocation of additional tours to part time and/or full time employees, the parties agree that the error will be remedied as follows:
- (i) The affected employee will be offered two (2) opportunities to accept the next call-in shift that they are available to work (ie. not already scheduled);
- (ii) The shift will be paid at the rate of pay which the employee would have received had the employee worked the missed shift, including any premium pay or overtime pay.
- 21.22 Prior to posting the summer vacation schedules there shall be a Labour/management meeting called around April 2<sup>nd</sup> of each year to discuss the number of employees to be granted vacation time off per week. Scheduling of Part Time additional hours up to 75 hours bi-weekly shall also be discussed.

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at her or his regular straight time hourly rate of pay for the hours in attendance.

**21:23 Mandatory Education and In-Services**

When an employee is required by the Employer to attend any in-service program or e-learning within the Home during her or his regularly scheduled working hours, the employee shall suffer no loss of regular pay. When an employee is required by the Employer to attend any in-service program or e-learning outside of her or his regularly scheduled working hours, the employee shall be paid at her or his regular straight time hourly rate of pay for the hours in attendance.

**21:24 Use of Floats**

Part time employees may at their discretion request the use of float days accumulated when calling in sick. Such request shall not be unreasonably denied.

**21:25 Maintenance Call-In Pay**

The employer agrees that in the event that the part-time Maintenance Department is called in to work outside their scheduled shifts, on evenings, weekends, and Holidays, they will be compensated at time and one-half for all hours worked.

## **ARTICLE 22 – PAID HOLIDAYS**

22:01 (a) The following will be recognized as paid holidays:

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

Each employee shall also be entitled to three (3) float holidays per year in addition to the holidays noted above. Float holidays shall be requested in writing, and scheduled by mutual agreement. Such requests will not be unreasonably denied.

(b) The parties agree that full time and part time staff shall be scheduled to work paid holidays on a rotating basis. Full-time employees may request to be scheduled off on statutory holidays, as per availability in their department, according to seniority. It is agreed that such requests can be submitted for the calendar year once annually.

(c) Upon request employee may bank three (3) holidays per year for use individually or collectively. Said lieu days will be requested seven (7) days prior to the posting of the schedule.

Part time employees are entitled to bank up to five (5) paid holidays per year. Statutory Holidays being banked are between (and including) Victoria Day and Labour Day. Status quo applies for full-time employees.

(d) It is understood that part-time employees may schedule paid float holidays on days that they are not scheduled to work.

22:02 A full-time employee who is not required to work on a paid holiday and who does not work on a paid holiday will be paid seven and one half (7-1/2) hours pay for such holiday at his/her regular straight time hourly rate of pay. A part-time employee who is not required to work on a paid holiday and who does not work on a paid holiday will be paid holiday pay at his/her regular straight time hourly rate of pay based on the average number of hours paid per day by the employee during the fourteen (14) weeks immediately preceding the holiday. In order to qualify for such payment, the employee

must work his/her full scheduled shift preceding and following the paid holiday unless a reason satisfactory to the employer is provided.

- 22:03 In addition to the above, an employee who is required to work on a paid holiday and who actually works on a paid holiday will be paid, for all hours worked on the paid holiday, one and one half (1-1/2) times his/her regular straight time hourly rate of pay plus any amount payable to the employee pursuant to sub-article 22:02.
- 22:04 An employee who is absent from work on a paid holiday by reason of layoff, illness or injury, shall be paid in accordance with sub-article 22:02 for any paid holiday which occurs within two (2) weeks after the commencement of such absence. The Employer will not pay paid holiday pay to any employee who has been paid Workplace Safety and Insurance Board for the paid holiday.
- 22:05 The employer will endeavour to schedule employees a minimum of three (3) days off at either Christmas of each year or New Years of the following year. The choice of either Christmas Day off or New Years Day off shall be granted according to seniority and shall alternate unless the employees agree to exchange such days. The regular schedule will be suspended from December 15<sup>th</sup> of each year up to and including January 3<sup>rd</sup>, of each year. Vacation requests leaves of absence or lieu days will not be unreasonably denied. Employees requesting vacation for the period from December 23 to January 3 must submit requests by November 1. Employees will be notified by November 15 if their vacation request has been approved.

## **ARTICLE 23 – VACATIONS**

- 23:01 Vacations may be taken any time during the year at the mutual convenience of the Employer and the employee, bearing in mind that adequate staffing on a twenty-four (24) hour basis must be maintained and that the final right to determine staffing needs is vested in the Employer.
- 23:02 The Employer shall post a vacation request sheet by March 1<sup>st</sup> each year for vacation requests between the months of May through September. Employees shall indicate their requested vacation(s) by April 1<sup>st</sup> and the Employer shall post the vacation schedule for the period May through September by April 15<sup>th</sup>. Where more than one (1) employee requests identical vacation periods during this time, seniority within the classification shall be the deciding factor. Employees requesting vacation during March Break (as defined by local elementary schools) shall submit such requests before December 31<sup>st</sup>. The practice as outlined above will be followed and employees will be notified by January 15<sup>th</sup> if their vacation request has been approved.
- 23:03 Requests for vacation for periods outside May through September of each year shall be submitted to the employee's supervisor in writing at least five (5) weeks prior to the commencement of the requested vacation. Employees shall be notified in writing of the supervisor's decision with respect to the vacation request within two (2) weeks of submission of the request. Once an employee's vacation request is approved it shall not be changed by the Employer.

23:04 Vacations shall be granted in the vacation year next following the vacation year in which it was earned. For the purposes of this Article, the vacation year shall mean the twelve (12) month period commencing January 1<sup>st</sup> of any year and ending December 31<sup>st</sup>. Vacation allowance on termination will be pro-rated according to full entitlement.

23:05 Vacations with pay shall be granted to all full time employees on the following basis:

- (a) Employees with less than one (1) year of service as of December 31<sup>st</sup> of each year shall, receive a pro-rated portion of two (2) weeks vacation with pay. Vacation pay will be four percent (4%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.
- (b) Employees with one (1) year of service or more but less than three (3) years of service as of December 31<sup>st</sup> of each year, shall receive two (2) weeks vacation with pay.
- (c) Employees with three (3) years of service or more but less than eight (8) years service as of December 31<sup>st</sup> of each year, shall receive three (3) weeks vacation with pay.
- (d) Employees with eight (8) years of service or more but less than fifteen (15) years of service as of December 31<sup>st</sup> of each year, shall receive four (4) weeks vacation with pay.

Employees with eight (8) years of service or more but less than fourteen (14) years of service as of December 31<sup>st</sup> of each year, shall receive four (4) weeks vacation with pay.

- (e) Employees with fifteen (15) years service or more as of December 31<sup>st</sup> of each year, shall receive five (5) weeks vacation with pay.

Employees with fourteen (14) years service or more as of December 31<sup>st</sup> of each year, shall receive five (5) weeks vacation with pay.

- (f) Employees with twenty-two (22) years service or more as of December 31<sup>st</sup> of each year, shall receive six (6) weeks vacation with pay.
- (g) Employees with twenty-eight (28) years service or more as of December 31<sup>st</sup> of each year, shall receive seven (7) weeks vacation with pay.

23:06 Vacations with pay shall be granted to part time employees on the following basis:

- (a) Employees with less than eighteen hundred fifty (1850) paid hours as of December 31<sup>st</sup> of each year, shall receive a pro-rated portion of two (2) weeks vacation with pay. Vacation pay will be four percent (4 %) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.
- (b) Employees with eighteen hundred, fifty (1850) paid hours or more but less than five thousand five hundred and fifty (5550) paid hours as of December 31<sup>st</sup> of



each year, shall receive two (2) weeks vacation with pay. Vacation pay will be four percent (4%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.

- (c) Employees with five thousand five hundred and fifty (5550) paid hours or more but less than fourteen thousand eight hundred (14800) paid hours as of December 31<sup>st</sup> each year, shall receive three (3) weeks vacation with pay. Vacation pay will be six percent (6%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.
- (d) Employees with fourteen thousand eight hundred (14800) paid hours or more but less than twenty seven thousand seven hundred and fifty (27750) paid hours as of December 31<sup>st</sup> of each year, shall receive four (4) weeks vacation with pay. Vacation pay will be eight percent (8%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.

Employees with fourteen thousand eight hundred (14800) paid hours or more but less than twenty five thousand nine hundred (25900) paid hours as of December 31<sup>st</sup> of each year, shall receive four (4) weeks vacation with pay. Vacation pay will be eight percent (8%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.

- (e) Employees with twenty seven thousand seven hundred and fifty (27750) paid hours or more but less than forty thousand, seven hundred (40,700) paid hours as of December 31<sup>st</sup> of each year, shall receive five (5) weeks vacation with pay. Vacation pay will be ten percent (10%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.

Employees with twenty five thousand nine hundred (25900) paid hours or more but less than forty thousand, seven hundred (40,700) paid hours as of December 31<sup>st</sup> of each year, shall receive five (5) weeks vacation with pay. Vacation pay will be ten percent (10%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.

- (f) Employees with forty thousand, seven hundred (40,700) paid hours or more as of December 31<sup>st</sup> of each year, shall receive six (6) weeks vacation with pay. Vacation pay will be twelve percent (12%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.
- (g) Employees with fifty-one thousand, eight hundred, (51,800) paid hours or more as of December 31<sup>st</sup> of each year, shall receive seven (7) weeks vacation with pay. Vacation pay will be fourteen percent (14%) of the employee's gross earnings in the twelve (12) months preceding December 31<sup>st</sup> of each year.

23:07 Vacation pay for part time employees shall be paid twice yearly on the first pay period in June and December. Part time employees shall have the option of requesting on LMH Form that the Employer hold the June lump sum vacation pay. Payment by direct

deposit with a separate tax calculation will be issued to the employee upon reasonable notice and no later than December 1<sup>st</sup>, of each year.

Vacation pay entitlements to be paid out on the Wednesday between regular pay dates in June and December of each year of the collective agreement.

- 23:08 The present practice of allowing employees to take vacations in blocks of less than one (1) week will continue, subject to the Employer maintaining adequate staffing.
- 23:09 The Employer agrees, whenever possible, to schedule weekends off in conjunction with vacation time. Every attempt shall be made to provide Part Time employees their vacation requests and maintain their regular weekend schedule by seniority.
- 23:10 Subject to the restrictions in Article 22:05, the employer will consider requests for individual vacation days on short notice, provided the employee has found a replacement and no overtime costs are incurred. Such requests will not be unreasonably denied.
- 23:11 The Employer will make every effort to accommodate vacations, but where taking vacation has not been possible, such employee shall have the option of payment of up to seven (7) vacation days by direct deposit with a separate tax calculation on the next pay period occurring after December 31<sup>st</sup>.
- 23:12 The employer agrees to provide to each part-time employee on a semi-annual basis the following information with regard to the calculation of vacation:
- a) Vacation percentage year-to-date;
  - b) Vacation balance year-to-date;
  - c) Vacation paid out year-to-date.

In addition the employer agrees to disclose to the Union the common formula used in the calculation of any vacation entitlement or disbursements.

**23:13 Vacations**

The Employer will recalculate the full time employees' hours worked at 1850 hours = 1 year for the purpose of vacation entitlement annually.

## **ARTICLE 24 – HEALTH AND WELFARE**

- 24:01 The Employer will pay with respect to the plans/policies hereinafter listed, one hundred per cent (100%) of premiums with respect thereto for eligible full time seniority employees and their eligible dependant(s) as defined in the Income Tax Act:
- (a) OHIP;
  - (b) Green Shield Drug Plan D (\$2.00 co-pay);
  - (c) Green Shield Dental Plan 30, ODA Fee Schedule one (1) year lag;  
Nine (9) month recall.

- (d) Hospitals of Ontario Group Life Insurance Plan (2 times earnings)
- (e) Leamington Mennonite Home to self-insure – eye care \$380.00 per 24 months to include eye exam within that amount.
- (f) Hospitals of Ontario Disability Income Plan J; and
- (g) Out of Province Plan OB.

In addition, it is agreed that any receipts submitted for out of pocket expenses are to be reimbursed within thirty (30) days.

- 24:02 The extent of coverage in the eligibility for coverage with respect to the plans/policies listed in sub-article 24:01 shall be as provided in the said plans/policies and the provisions of the said plans/policies shall be solely determinative in that regard.
- 24:03 All full time employees shall and all part time employees may be enrolled in the Healthcare of Ontario Pension Plan. The eligibility for enrolment, rates of contributions and all other benefits shall be as determined by the Plan.
- 24:04 The Employer will continue to pay the premium cost, pursuant to sub-article 24:01, for eligible full time employees who are laid off, for the month in which the lay off commences and for the calendar month immediately following the month in which the lay off commenced, provided such employees continue to satisfy the requirements for enrolment in the plans/policies.
- 24:05 Part time employees and their eligible dependents as defined in the *Income Tax Act* may, as long as they are employees as of January 1<sup>st</sup>, 2005 and provided they meet eligibility requirements, enrol in the plans/policies listed in sub-article 24:01 upon payment for the full premiums for same. Employees may exercise the option to enrol in benefit plans once during the life of the collective agreement.
- 24:06 Any plan or policy referred to herein may be replaced by another plan/policy which provides an equivalent or greater benefit compared to the plan/policy for which it is being substituted. The Employer shall give the Union at least thirty (30) days notice that a plan/policy is being replaced and shall provide details of the new plan/policy.
- 24:07 Part time employees will be paid seventy-five cents (75¢) per hour in lieu of health and welfare benefits and effective upon ratification shall increase to eighty cents (80¢) per hour in lieu of health and welfare benefits.
- 24:08 All employees shall be given a booklet outlining the Health and Welfare benefits provided for in the Agreement.
- 24:09 Health and Welfare Benefits Enrolment  
An employee who chooses not to have any Health and Welfare benefits, shall be entitled to enrol in the benefits under any one of the following conditions:
- i) A life changing event, such as divorce or death of a spouse.
  - ii) When an employee transfers from a part time classification to a full time classification or from a full time classification to a part time classification.

## ARTICLE 25 – LEAVES OF ABSENCE

### 25:01 Bereavement Leave

For the purposes of this clause, immediate family is defined as father, mother, brother, sister, spouse, common-law spouse, child, grandparents, grandchild, step father, step mother, step brother, step sister, step child, step grandparents, step grandchild.

- (a) In the event of a death of an employee's spouse, common-law spouse, father, mother, father-in-law, and mother-in-law, an employee shall be entitled to a maximum of five (5) days leave with pay. This leave with pay can be taken on the employee's scheduled working days which occur within fourteen (14) days of the date of death.

In the event of a death of an employee's parents, child or step-child, an employee shall be entitled to a maximum of five (5) days leave with pay. This leave with pay can be taken on the employee's scheduled working days which occur within fourteen (14) days of the date of death.

- (b) In the event of a death of the employee's brother, sister, grandparents, grandchild, step-father, step-mother, step-brother, step-sister, step-grandparents, step-grandchild, an employee shall be entitled to a maximum of three (3) days leave with pay. This leave with pay can only be taken on the employee's scheduled working days which occur within fourteen (14) days of the date of death.
- (c) In the event of the death of an employee's son-in-law, daughter-in-law, sister-in-law, brother-in-law or the grandparents of a spouse, the employee shall be entitled to a maximum of two (2) days leave with pay. This leave with pay can only be taken on the employee's scheduled working days which occur within fourteen (14) days of the date of death.
- (d) In the event of the death of an employee's aunt or uncle the employee shall be allowed one (1) paid day providing the employee is scheduled to work the day of the funeral and attends the funeral.
- (e) In the event of a death to an immediate family member and the funeral service(s) are delayed or postponed, the employee's bereavement pay may be paid at a later date. Requests for this arrangement should be made in writing to the employee's supervisor.

25:02 Bereavement leave during an employee's scheduled vacation will extend the vacation with pay to the number of qualified days. At the option of the employee, the extended vacation may be taken at another time mutually agreed upon by the employee and the Employer.

### 25:03 Leave of Absence

The Employer may grant leave of absence, without pay to any employee for legitimate personal reasons. To be considered for such leave, the employee must provide the

Employer with a written application setting out the reasons for the leave requested as far in advance as possible. The Employer will not unreasonably deny such a request.

25:04 Jury Duty

An employee required to serve jury duty shall be paid the difference between what he/she would have earned for his/her scheduled hours, and the fees received pursuant to the performance of jury duty. This will be affected by the employee signing over his/her jury fees less expense money received from the authorities for meals and lodging and the Employer will continue the regular salary payments. The employee is to notify his/her Supervisor/Director as soon as possible after receipt of notice of selection for jury duty. The employee will come to work during those regularly scheduled hours that he/she is not required to attend court.

25:05 Education Leave

The Employer may grant a leave of absence, without pay, to an employee to take further related educational courses upon written application of the employee to the Employer. The Employer will make every reasonable effort to arrange the employee's shifts to enable the employee to attend such courses. Where employees are required by the Employer to take courses to upgrade or acquire new employment qualifications, upon proof of successful completion of the required courses, the Employer will reimburse the employees for the full tuition costs for the courses. Where it is necessary for the employee to be absent from his/her work as a result of taking the required courses, the employee shall be paid for such lost hours at his/her regular straight time hourly rate of pay.

25:06 (a) Pregnancy and Parental Leave

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

(b) Pregnancy Leave

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

The employee shall give the Employer at least 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.

- (ii) The employee must have started employment with her Employer at least thirteen (13) weeks prior to the expected date of birth.
- (iii) The employee shall give at least six (6) 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 absences may be taken under Article 25:06(j) Parental Leave.

- (c) An employee who does not apply for leave of absence under Article 25:06(b) (i) and is otherwise entitled to pregnancy leave, shall be entitled to and shall be granted leave of absence in accordance with this article 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.
- (d) 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 elects, in writing, not to continue her share of the premium.
- (e) If a full time employee returns to work at the expiry of the normal pregnancy and/or parental leave, 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 position.

- (f) 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 the resumption of operations, reinstate the employee to her employment or to alternative 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 (e).
- (g) Such absence is not an illness under the interpretation of this Agreement, and credits on the accumulated sick leave plan cannot be used.
- (h) Credits or 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.
- (i) Upon expiry of seventeen (17) weeks pregnancy leave, an employee may immediately commence parental leave, as provided under subsection (j) of this provision. The employee shall give the Employer, at least two (2) weeks notice, in writing, that she intends to take parental leave.

(j) Parental Leave

- (i) 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 a child or the date the child first came into Care or custody of the employee, shall be entitled to parental leave.
- (ii) 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.
- (iii) Parental leave must begin within thirty-five (35) weeks of the birth of the child or within thirty-five (35) weeks of the day the child first came into the custody, Care and control of the parent. 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 and shall, in all cases, be completed within fifty-two (52) weeks of the date the child is born, or comes into custody, Care and control of the parent for the first time.
- (iv) The employee shall give the Employer six (6) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of that day.
- (v) For the purpose of parental leave under Article (j) Parental Leave, the provisions under (a), (d) and (h) for the first eighteen (18) weeks only, (e), (f) and (i) shall also apply.

(k) SEIB Pregnancy Leave Top-Up

An employee who is on pregnancy leave as provided under this Agreement, and who has applied for, and is in receipt of Employment Insurance Pregnancy Benefits, pursuant to the Employment Insurance Act, shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her weekly earnings and the sum of her weekly Employment Insurance Benefits and paid to the employee on a bi-weekly basis.

Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue while the employee is in receipt of such benefits, for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours. For part time employees, "normal weekly hours" will be determined by calculating the average

number of hours worked in the thirteen (13) pay periods (twenty-six (26) weeks) worked prior to the commencement of the leave.

Employees do not have a right to SEIB top up payments except for supplementation of EI benefits during the period of unemployment specified as Pregnancy Benefits.

**25:07 Workplace Safety & Insurance Board Absences**

- (a) The Employer shall continue to pay the Employer's contributions for employee benefits throughout the first year after the compensable illness or injury of the employee, provided that the employee continues to pay his/her contributions, if any, for the employment benefits during that period.
- (b) Subsequent to the period referred to in paragraph (a) above, benefit coverage may be continued by the employee, provided the employee pays the total cost of the premiums to the Employer for each monthly period during the absence.
- (c) An employee will not be eligible for paid holiday pay, sick leave or any other benefits under this Agreement, except where otherwise specified, during any absence covered by Workplace Safety and Insurance Board.
- (d) Provided that on the date of the injury and or illness an employee had been employed by the Employer, continuously for at least one (1) year, the Employer shall offer to return the employee to his/her pre-injury employment provided the employee is medically able to perform the essential duties of that position, until the day that is the earliest of:
  - (i) two (2) years after the date of the injury to the employee;
  - (ii) one (1) year after the date the Workplace Safety and Insurance Board notifies the Employer that the employee is medically able to perform the essential duties of the employee's pre-injury employment; or
  - (iii) the date the employee reaches sixty-five (65) years of age.
- (e) If an employee returns to work within the period mentioned in sub-article (a) above, the Employer shall offer to reinstate the employee in the position the employee held on the date of injury or offer to provide the employee with alternative employment of a nature and earnings comparable to the employee's employment on that date.
- (f) An injured employee who returns to work in acceptance with (d) or (e) above, shall preserve seniority which she had accrued up to the time of the injury.

**25:08 Family Medical Leave**

An employee may be entitled to Family Caregiver Leave; Family Medical Leave and Personal Emergency Leave Days as provided for in, and in accordance with, the

*Employment Standards Act*. If entitled such leave shall be granted in accordance with the requirements and rights as set out in the *Employment Standards Act*.

#### WSIB

The parties hereby agree to abide by the provisions of the Workplace Safety and Insurance Board Act and in particular to the amendments to same with respect to modified work programs.

The parties hereto shall, while treating each situation on an individual basis, utilize the following guidelines with respect to modified work:

1. The Employer will assist employees in returning to work as soon as possible after an injury.
2. There shall be continuous appropriate contact between the employee and the Employer after the accident, including periodic reviews of the employee's capabilities and job duties.
3. If the employee qualifies for modified work, the regular job description(s) will be reviewed and adjusted to meet the limitations imposed and a written modified work job description will be prepared and signed by the Employer, employee and the Union. Such positions are not subject to Article 24 of the Collective Agreement.
4. Both the Union and the Employer will ensure that the new position protects the worker from the possibility of aggravating his/her condition.
5. Part time positions will be made available for those employees unable to manage a complete shift.
6. Medical support will be obtained from the Workplace Safety and Insurance Board to ensure the worker's ability to perform the required duties.

#### 25:09 Two Week Waiting Period

The parties agree to change any references to two (2) week waiting period for EI will be consistent with the EI Act.

### **ARTICLE 26 – SICK LEAVE**

26:01 Subject to the provisions of the Hospitals of Ontario Disability Income Plan, full time seniority employees who were absent from work due to non-compensable illness or injury shall continue to receive their regular wages for the first fifteen (15) weeks of such absence.

26:02 The Employer shall have the right to demand production of a medical certificate when the employee has been absent from work due to illness or injury. Such medical certificate shall indicate the first and last day of sickness or, if the illness or injury continues, the anticipated length of absence due to illness or injury and that the

employee is fit to resume work and when such medical certificate is demanded and not produced by the employee, the Employer shall not be required to pay the employee's wages for the time away from work. It is the responsibility of the employee to notify their supervisor of any absence due to illness, injury or other cause. Employees who were scheduled to work on a day shift must give a minimum of one (1) hour's advance notice of their absence and employees who were scheduled to work the afternoon or midnight shifts must give a minimum of four (4) hour's advance notice of their absence. Such notice is to be given to a designated supervisor. All employees will give one (1) day's notice of their return to work to their designated supervisor.

- 26:03 The Home will assume total responsibility for providing a short-term and long-term sick leave plan described in the 1987 Hospitals of Ontario Disability Plan (HOODIP) brochure.

## **ARTICLE 27 – MEDICAL CERTIFICATES AND EXAMINATIONS**

- 27:01 The cost of any medical certificate required by the Employer shall be paid by the Employer.
- 27:02 Should the Employer require an employee to submit to a medical examination as a condition of employment, the employee may have the examination performed by his or her own doctor. The employee shall receive a written copy of any such report.
- 27:03 The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Therefore, the Employer and the Union will have access to the information and ensure its confidentiality. The Employer also agrees that medical information will not be divulged to a third party without the employee's written consent unless otherwise required by law.

## **ARTICLE 28 – ORIENTATION PERIOD**

- 28:01 New Personal Support Workers shall be scheduled as extra staff for a minimum of six (6) days and shall work once on each shift during that period.
- 28:02 New Laundry and Housekeeping employees shall be scheduled as extra staff for a minimum of two (2) days.
- 28:03 Kitchen staff shall be scheduled as extra staff for a minimum of two (2) days on each shift prior to being scheduled to work said shift.

## **ARTICLE 29 – PERFORMANCE APPRAISALS**

- 29:01 The Employer retains the right to complete yearly Performance Appraisals. These Appraisals are non-disciplinary and no employee has the right to grieve a Performance Appraisal.
- 29:02 Employees shall receive a copy of their Performance Appraisal review within thirty (30) days of the completion of the assessment.



## ARTICLE 30 – GENERAL

- 30:01 Wherever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so require.
- 30:02 The Employer shall provide each employee with a lockable locker.
- 30:03 It shall be the responsibility of the employee to keep the Employer informed of a current address, telephone/contact number, for any purposes necessary under this Agreement.
- 30:04 It is understood, that for the purpose of compliance and continuity, all reference contained in this agreement to Health Care Aid (HCA) shall be amended and revised to reflect Personal Support Worker (PSW).
- 30:05 Case Mix Index (CMI)  
The employer agrees to meet through the Labour-Management Committee with the union as soon as practical after the receipt of their annual CMI results. The purpose of this meeting is to discuss the impact of the CMI changes on the quality of hands-on care and staffing mix of the facility, and to provide the union with an opportunity to make representation in that regard.

## ARTICLE 31 – DURATION

- 31:01 This Agreement shall be binding and effective from September 9<sup>th</sup>, 2021 up to and including September 8<sup>th</sup>, 2024, and shall continue from year to year thereafter unless either party gives the other party, notice in writing, at any time within the six (6) month period immediately preceding the termination date, of its desire to amend this Collective Agreement.

DATED AT LEAMINGTON THIS 29 DAY OF July 2022

LEAMINGTON UNITED MENNONITE HOMES  
AND APARTMENTS

UNIFOR AND ITS LOCAL 2458

J. L. I.  
[Signature]  
[Signature]

Ashley Tonita  
[Signature]  
M. Sturges  
[Signature]

mg/cope343

## **ARTICLE 32 – COPIES OF AGREEMENT**

32:01 The Employer and the Union agree to share the cost of printing this Agreement in booklet form equally.

## **ARTICLE 33 – RETROACTIVE PAY**

- 33:01 (a) The increases to the wage rates shall be effective to the first day following expiry of the previous collective agreement between the home and the previous bargaining agent on a retroactive basis to all employees in the existing bargaining unit for all paid hours of employment. Any new employees hired shall be entitled to a pro-rata adjustment to their remuneration from the start date of their employment.
- (b) The Employer shall be responsible for contacting employees who have left the employ of the Home in writing at their last known address to advise them of their entitlement to any retroactive wage adjustment. Copy of such notices shall be provided to the Union Chairperson. Such employees shall have a period of sixty (60) days only, from the date of posting by the Employer in which to claim any retroactive adjustment.
- (c) All retroactive payments shall be made in the form of individual, fully itemized cheques or deposit statements within thirty (30) days of the date of ratification for all present employees.

## **ARTICLE 34 – HEALTH & SAFETY**

- 34:01 (a) The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the Home in order to prevent injury and illness.
- (b) A joint management and employee health and safety committee shall be constituted with representation of at least half by employees from the bargaining unit and of employees who are not represented by the Union and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once every 3 months. Scheduled time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union. The Union agrees to limit representation from the full time and part time bargaining unit to one (1) joint representative which may be increased by mutual agreement of the parties.
- (c) Two (2) representatives from the Joint Health and Safety Committee, one (1) from management and one (1) from the employees on a rotating basis designated by the employees, shall make monthly inspection of the work place and equipment and shall report to the health and safety committee the results of their inspections. In the event of accident or injury, such representative shall be notified immediately and shall investigate and report as soon as possible to

the committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representative must be notified of the inspections of a government inspector and shall have the right to accompany him on his inspections. Scheduled time spent in all such activities shall be considered as time worked.

- (d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the Workplace Safety and Insurance Board relating to the number of work accidents, fatalities, the number of lost workday cases, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the Workplace Safety and Insurance Board may decide to disclose.
- (e) The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

**34:02 Residents Having Serious Infectious Diseases**

The Employer will use its best efforts to make all affected direct care employees aware of residents who have serious infectious diseases. The nature of the disease need not be disclosed.

Employees who are not direct care employees will be made aware of special procedures required of them to deal with these circumstances. The parties agree that all employees are aware of the requirement to practice universal precaution in all circumstances.

**34:03 Aggressive Residents**

The parties agree that if incidents involving aggressive client action occur, such action will be recorded and reviewed by the Occupational Health and Safety Committee. Reasonable steps within the control of the Employer will follow to address the legitimate health and safety concerns of employees presented in that forum.

The parties further agree that suitable subjects for discussion at the joint Labour Management Committee will include aggressive residents.

**34:04 Health and Safety**

The parties agree that in the event that changes are made to the current Health and Safety legislation; inclusive of any and all government requirements and emergency orders pertaining to any unprecedented health outbreaks or pandemic conditions, the Joint Health and Safety Committee shall meet to discuss the impact of such changes on the employees and agree that such changes shall be implemented in a manner that is mutually agreed to between the Joint Health & Safety Committee members. The parties agree further that any changes to the current health and safety policy shall be made by mutual agreement of the Joint Health & Safety Committee members.

**34:05 Minute of Silence**

A moment of silence will be observed each year at the December staff meeting in memory of women who have died due to acts of violence.

#### 34:06 Abuse

The parties agree that abuse and/or threatening behaviour from residents and family members to staff must be addressed. The Employer supports an environment in which staff are treated with dignity and respect. There will be no backlash or retaliation for lodging a complaint, or participating in an investigation, in good faith. The Leamington Mennonite Home: Abuse Policy applies to all residents, family members, volunteers and visitors. This policy shall be reviewed annually by the Labour-Management Committee of the Home. Abuse or threatening behaviour by residents may include, but is not limited to physical abuse, psychological abuse, emotional abuse and sexual abuse. The parties further agree that the Longterm Care environment contains residents who, through no fault of their own, exhibit behaviours and actions that are unwelcome to staff. The workplace is built around managing these behaviours to the benefit of both the residents and the staff.

It is agreed that when an employee is faced with abuse from a resident it may be necessary for that employee to leave the threatening situation and immediately notify her supervisor, who will assess the situation in a timely manner and give further direction. It is agreed that no employee will be obligated to work one-on-one until a satisfactory resolution has been reached.

In the event that a resident knowingly continues with the harassment following the above procedure, further action will be taken which may include the staff member being given the opportunity to voluntarily transfer, without penalty or loss of income, to a different work area or be assigned a different resident. Where the employee is not satisfied with the intervention, the employee may raise the matter with the Unit Chairperson, or designate. She, in turn, may discuss the matter with the Administrator in an attempt to reach a mutually agreeable resolution.

## APPENDIX "A-1" – WAGES

Classification	Step	Sept 9/20 Expired	Sept 9/21 1%	Sept 9/22 1%	Sept 9/23 1%
<b>PSW</b>	Probation	\$18.97	\$19.16	\$19.35	\$19.54
	Start	\$19.48	\$19.67	\$19.87	\$20.07
	1 Year	\$20.57	\$20.78	\$20.99	\$21.20
	2 Year	\$21.67	\$21.89	\$22.11	\$22.33
	3 Year	\$22.40	\$22.62	\$22.85	\$23.08

<b>Nurse Aide</b>	Probation	\$18.69	\$18.88	\$19.07	\$19.26
	Start	\$19.20	\$19.39	\$19.60	\$19.78
	1 Year	\$20.32	\$20.52	\$20.73	\$20.94
	2 Year	\$21.40	\$21.61	\$21.83	\$22.05
	3 Year	\$22.13	\$22.35	\$22.57	\$22.80

<b>Gen Aide</b>	Probation	\$17.60	\$17.78	\$17.96	\$18.14
	Start	\$17.79	\$17.97	\$18.15	\$18.33
	1 Year	\$18.86	\$19.05	\$19.24	\$19.43
	2 year	\$19.50	\$19.70	\$19.90	\$20.10
	3 Year	\$20.97	\$21.18	\$21.39	\$21.62

<b>Cook</b>	Probation	\$18.87	\$19.06	\$19.25	\$19.44
	Start	\$19.04	\$19.23	\$19.42	\$19.61
	1 Year	\$20.07	\$20.27	\$20.47	\$20.67
	2 Year	\$20.87	\$21.08	\$21.29	\$21.50
	3 Year	\$22.17	\$22.39	\$22.61	\$22.84

<b>Occupational Therapist Aide</b>	Wage Rate	\$24.38	\$24.62	\$24.87	\$25.12
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<b>Maintenance</b>	Probation	\$23.43	\$23.66	\$23.90	\$24.14
	Start	\$23.62	\$23.86	\$24.10	\$24.34
	1 Year	\$24.05	\$24.29	\$24.53	\$24.78
	2 Year	\$24.75	\$25.00	\$25.25	\$25.50

- The parties agree that pay equity has been achieved and there are no pay equity adjustments required during the life of this collective agreement.

## OCCUPATIONAL THERAPIST AIDE POSITION

The Occupational Therapist Aide classification shall be added to the bargaining unit with the following items agreed:

- Occupational Therapist Aide to enter into bargaining unit with current rate of pay plus all increases as per collective agreement.



- Continue the current (Monday to Friday 8am to 4 pm) scheduling practice including special events and activities;
- Continue system of in lieu time (hour for hour) for hours worked outside of scheduled hours;
- Shift premium does not apply;
- Uniform allowance with uniform to be determined by the employer;
- Weekend premium does not apply;
- Occupational Therapist Aide to be credited with all previously accrued seniority (service) with the employer;
- Occupational Therapist Aide to be placed full time seniority list.

### **COOK RESPONSIBILITY PAY**

Morning Cook \$0.75 per hour from 0530h to 1300h;  
 Afternoon Cook \$0.75 per hour from 1030h to 1830h;

### **SIGNING BONUS**

A signing bonus to all bargaining unit members of two hundred and twenty-five dollars (\$225.00) to be paid out.

#### New Positions

The employer agrees to the addition of one (1) new full time Dietary position and one (1) new full time PSW to the bargaining unit upon ratification.

### **APPENDIX "B" – DISCRIMINATION AND ANTI-HARASSMENT**

The employer and Unifor are committed to providing a harassment-free workplace. Harassment is defined as a course of vexatious comment or conduct that is known or ought reasonably to be known as unwelcome, that denies individual dignity and respect on the basis of the grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Ontario Human Rights Code. All employees are expected to treat others with courtesy and consideration and to discourage harassment.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- unwelcome remarks, jokes, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;

- posting or circulation of offensive photos or visual materials;
- physical conduct that could be perceived as degrading;
- backlash or retaliation for the lodging of a complaint or participation in an investigation.

Harassment is in no way to be construed as properly discharged supervisory responsibilities, including the delegation of work assignments, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this policy meant to inhibit free speech nor interfere with normal social relations.

#### Filing a Complaint

If an employee believes she has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that are recommended to put a stop to it:

- request a stop of the unwanted behaviour;
- inform the individual(s) that he/she is harassing or discriminating against you and that the behaviour is unwanted and unwelcome;
- document the events, complete with times, dates, location, witnesses and details;
- report the incident to the Department Leader/Committee Person or other union representative.

However it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisals, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim should seek assistance by reporting the incident directly to any union representative or representative of management.

#### Investigation

Upon receipt of the complaint, the management representative or union representative contacted will immediately inform the Labour/Management Committee. One management and one union representative from the Labour/Management Committee will then interview the employee and advise the employee if the complaint can be resolved immediately or if the complaint should be formalized in writing. Properly completed copies of this complaint will be forwarded to the Administrator/Human Resources Manager and the Union Chairperson.

A formal investigation of the complaint will then begin by the two designated members of the Labour/Management committee, interviewing the alleged harasser, witness and other persons named in the complaint. Any related documents may also be reviewed.

Complaints will be dealt with in a confidential manner subject to the requirement to provide a reasonable opportunity to respond to the allegations.

### Resolution

The designated representatives from the Labour/Management Committee will then complete a report on the findings of the investigation. The Administrator/Human Resources Manager and the Union Chairperson will make a determination on an appropriate resolution, in an attempt to resolve the matter within ten (10) days and ensure the resolution is fair and consistent with the intent of the Human Rights Code.

At the conclusion of this step, the complaint, if unresolved, will be inserted into Step 3 of the grievance procedure for resolution. In the event that the complaint is not resolved by the parties at Step 3 of the grievance procedure, it may be appealed to arbitration in accordance with the provisions of the collective agreement. The parties agree that this procedure is an alternative complaint procedure and as such, complaints should not be pursued through both the grievance procedure and the Human Rights complaint procedure.

### Right to Refuse

An employee alleging harassment in the workplace is encouraged to use the above procedure to resolve a complaint. However, it is agreed that when the safety of an employee is being threatened, it may be necessary for that employee to leave the area. In such case, the complainant must advise the supervisor, who in turn will advise the union representative.

The complainant details the complaint in a written statement to the designated representative of the Labour/Management Committee. The Administrator/Human Resources Manager and the Union Chairperson are notified. The designated representative of the Labour/Management Committee then conducts a thorough investigation.

The complainant may be re-assigned to a suitable area or assigned to a different shift until the investigation is concluded.

The pursuit of frivolous allegations through this complaint procedure has a detrimental effect on the spirit and intent for which this policy was rightfully developed and should be discouraged. All employees share the right to file a complaint with the Ontario Human Rights Commission and to seek redress under the Human Rights Code. All documentation is to be secured in a location agreeable to parties.

### Letter of Compassion

The parties hereby recognize and share the concern that men and women may face situations of violence or abuse in their personal lives that could impact their attendance or performance at work. Leamington Mennonite Home values its staff, and, during personal crisis of employees, will provide personal and professional support suitable to the need identified.

A staff member who is in an abusive or violent personal or domestic situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline. This statement of intent is subject to a standard of good faith on the part of

the employer, the union and the affected employees and will not be utilized by the union or the employees to subvert the application of otherwise appropriate disciplinary measures.

#### **LETTER OF UNDERSTANDING #1 – RE: ARTICLE 5:01**

Article 5:01: No employee in the bargaining unit will be laid off or have their hours of work reduced as a result of supervisors continuing to perform work also performed by members of the bargaining unit.

This letter confirms the agreement reached during negotiations, that the renewed collective agreement shall reflect the current language (see above), and that the employer has agreed that there shall be no expansion of those rights during the life of this renewal agreement.

Further, this letter confirms that the Housekeeping/Laundry Supervisor shall be replaced for five (5) hours per day by a bargaining unit member for each day absent by reason of vacation, lieu days, illness or leave(s) of absence as listed under Article 25.

#### **LETTER OF UNDERSTANDING #2 – RE: FULL TIME STAFF/PART TIME RATIO**

The Leamington Mennonite Home values the work involvement of all staff, full time and part time, in our organization. It is the desire of the home to continue to maintain the existing full time positions within the bargaining unit.

Our home is pleased to have created full time positions in the Dietary Department since 1998, while maintaining the existing full time staff complement within our home. In this spirit of goodwill, it is our resolve not to reduce the number of current full time positions held within the bargaining unit during the length of this agreement.

Should our home experience any catastrophic event or incident, the Leamington Mennonite Home shall in good faith convene a Labour-Management meeting regarding the catastrophic occurrence and its implications for the home.

The employer agrees to meet with the union through its Labour/Management Committee as defined in Article 4:09, on completion of bargaining to ensure that the ratio of full time to part time jobs has been maintained, and to discuss the possibility of increasing full time positions.

#### **LETTER OF UNDERSTANDING #3 – RE: PAID EDUCATION LEAVE**

The employer agrees to contribute six hundred dollars (\$600.00) to Unifor paid Education Leave fund in each year of the collective agreement.

#### **LETTER OF UNDERSTANDING #4– RE: PART TIME PSW EMPLOYEES SCHEDULED**

The employer agrees that they shall continue to schedule a minimum of eleven (11) part time employees sixty (60) hours and in addition that number shall be maintained in the event an employee normally scheduled sixty (60) hours is absent from work on a temporary basis.

The employer agrees further that the hours of current part time employees shall not be reduced as a result of the hiring of new employees above the normal compliment of part time staff.

#### **LETTER OF UNDERSTANDING #5 – RE: CASUAL POOL**

The parties agree on a without prejudice basis to implement the following:

The parties agree to the employment of part time (casual) employees under the following terms:

1. Casual part time employees are those employees hired on an “on call” basis, and shall not be scheduled regular shifts.
2. Casual employees shall only be utilized after all full time employees have been scheduled for seventy-five (75) hours biweekly (or less by mutual agreement) and available part time employees have first been scheduled their regular shifts, and offered any remaining available hours in accordance with the collective agreement.
3. A part time employee shall be deemed to be unavailable for call-ins if:
  - (i) They have already worked or are scheduled to work seventy-five (75) hours bi-weekly;
  - (ii) they are already scheduled to work on the day the replacement hours are available, unless the shift is for a greater number of hours;
  - (iii) they have indicated in writing that they are not available.
4. Casual employees shall not be utilized if:
  - (a) Full time employees are on layoff and/or reduced hours of work and/or;
  - (b) Part time employees are on layoff and/or reduced hours of work.
5. Casual employees shall accumulate bargaining unit seniority upon completion of the probationary period.
6. Casual employees will be assigned to a department and shall be called in by date of hire to assigned department first, then, if trained, to other departments should replacement hours still remain available.
7. Casual employees shall be paid the appropriate rate of pay in accordance with the collective agreement.
8. Casual employees shall be covered by all articles of the Collective Agreement, except Articles 14, 24:05 and 26.



9. Once the job posting procedure has been completed and permanent job vacancies remain, they shall be offered by seniority to casual employees with the required skill and ability within the department of the vacancy.

#### **LETTER OF UNDERSTANDING #6 – RE: CHANGE IN STATUS**

The parties agree to the following:

1. Any status change application (i.e. Full time to Part time to Full time) is to be in accordance with the terms and conditions of the Collective Agreement, Article 21.20.
2. The employee will be required to disclose the nature of  
  
the change of status application if the intention is to access pension(s).
3. Where the status change application is to access pension(s) the employee will confirm in writing the permanent revocation of the rights in Article 21.20(b) to repost into a full time position.
4. Where a part time employee applies for and receives a HOOPP pension, they must sign a form permanently revoking their rights to post into a full time position in order to maintain all accumulated seniority.
5. Leaves of absence for personal reasons shall continue to be granted, provided Article 25.03 is adhered to (provision of written reasons).
6. Retire – For the purposes of Article 16.01(a) shall mean “retire for the purpose of severing the employment relationship from the workplace”.
7. Those employees (full time with a status change to part time) and part time, who permanently revoke their right to post into a full time positions as set out in this Letter of Understanding, and who have terminated their employment in order to access their HOOPP pension shall be credited with all seniority accrued as of their termination date if they return to work on the first scheduled day after termination and have completed all required forms. Such accrued seniority shall be used for all purposes except as set out in #10.
8. Seniority is calculated utilizing the formula in 15.02(a).
9. Where the employment relationship is completely severed and #7 above is not adhered to, Employees returning to work shall be considered a new hire with all terms and conditions of the Collective Agreement applying.
10. For employees accessing HOOPP under the rules set forth herein, seniority shall apply for all purposes except full time job postings, including temporary full time, which are not allowable, posted shifts, call in and overtime opportunities. Only after all regular staff on the call in list (but before casual and/or students) will these employees be offered call ins or overtime opportunities.

11. This letter shall be retroactive to October 1, 2009.

12. At the expiration of the current Collective Agreement this letter shall be incorporated as an Article of the Collective Agreement.

Unifor member permanently revoking right to post into a full time position

To: Leamington Mennonite Home

And To: Unifor

In accordance with Letter of Understanding #14 and in consideration of applying for and receiving my HOOPP pension and maintaining all my accumulated seniority, I \_\_\_\_\_, an employee of Leamington Mennonite Home, hereby permanently revoke my rights pursuant to Article 21.20(b) to post into a full time position at Leamington Mennonite Home for the duration of my employment at the Home.

Signature: \_\_\_\_\_.

Print: \_\_\_\_\_.

Date: \_\_\_\_\_.

Witness: \_\_\_\_\_.

Revised: January 27, 2010

#### **LETTER OF UNDERSTANDING #7 – RE: EMPLOYMENT STANDARDS ACT**

The parties agree to meet and implement any possible changes to the Employment Standard Act which may contradict and be a greater standard to the collective agreement.

#### **LETTER OF UNDERSTANDING #8 – RE: INVESTIGATION OF ALLEGED ABUSE WHERE AN EMPLOYEE IS SENT HOME PENDING INVESTIGATION**

- (a) The parties agree that the abuse of residents will not be tolerated, and that residents have a right to live in an environment that is free from abuse. For this reason, the parties agree to cooperate fully with one another in investigating any reported cases of abuse. Where an employee is required to leave the work place while an investigation is carried out in response to a complaint of abuse, such time will be with pay for all scheduled hours lost as a result of the absence. The Employer agrees that when an employee is sent home with pay pending investigation, and a Union Committee person is on site, the Union Committee person will be present at the time the employee is sent home. If a Committee Person is not present, the Union Committee person will be advised not later than the next business day.
- (b) All investigations will be completed as quickly as possible. When an investigation exceeds ten (10) days, an explanation of the delay will be provided to the Unit Chair or Designate. Where an interview of an employee witness is conducted by the Employer, the employee witness may request a Union representative to be present or available by teleconference. Furthermore, the parties will work to ensure there is no retribution when an employee reports the abuse of a resident by another employee. The Union further agrees to work with the Employer to promote an abuse free environment for all residents.

### **LETTER OF UNDERSTANDING #9– RE: PAY EQUITY**

The Employer and Union agree to meet as soon as reasonably possible following ratification to discuss the obligations and responsibility (if any) of maintaining the pay equity plan for all the employees represented by the Union employed by the Employer.

These discussions will include:

- i) A review of recent Tribunal precedents relating to proxy maintenance of Proxy Pay Equity Plans.
- ii) A review of potential GNCS to evaluate jobs.
- iii) A consideration of including other Unifor bargaining units which have the same original Proxy Pay Equity Plan in any process and the results of such a process.

### **LETTER OF UNDERSTANDING #10 – RE: PART TIME BENEFIT PURCHASE OPTION**

The parties agree to meet following ratification to discuss a benefit package to be offered to part time employees.

The parties will select costing of:

- 1. Drugs
- 2. Health and Welfare
- 3. Dental

Upon completion of costing the benefits they shall be posted and the cost of each individual benefit.

Part time employees shall, within 45 days of such posting, notify the Employer of their intention to participate in any one or all benefits.

Part time shall continue to receive their in lieu of benefits (Article 24:07) but will be responsible for the full cost of benefit selected.

Once the part time elects to purchase benefits they shall remain for the life of this agreement.

Any new hires shall, upon completion of probation, have a one time option to purchase benefits.

### **LETTER OF UNDERSTANDING #11– RE: FULL TIME PSW POSITION**

The Employer agrees to the addition of one full time PSW position to be added after ratification.

## **LETTER OF UNDERSTANDING #12– RE: ALTERNATE CLASSIFICATIONS**

The parties agree that all employees shall have one primary classification but may hold an alternate classification. It is clearly understood that an employee may only be utilized in their alternate classification based on the criteria below:

1. The employee must have the necessary qualifications, skills and training prior to being put on the list for the alternate classification.
2. All call-ins would first be offered to those employees that hold the position as their primary classification. When the list of employees from the classification is exhausted, including overtime, the call-ins would then be offered to those employees from the alternate list on a seniority basis.

## **LETTER OF UNDERSTANDING #13 – RE: MENTAL HEALTH/HEALTH AND SAFETY**

The parties agree that a psychologically healthy work environment is a desirable objective for both the Employer and its employees. The parties are committed to raising awareness around mental health issues. Raising awareness is a key step towards ending the stigmas associated with suffering from a mental illness and creating a safe and comfortable workplace environment for everyone.

Understanding the above, the parties agree to work together during the life of the agreement in the hopes of engaging managers and employees on mental health issues and their effect on the workplace. The Union recognizes the Employers commitment to supporting mental health issues and in support to these related issues; such items will be a standing discussion item on the Joint Occupational Health and Safety Committee agenda.

## **LETTER OF UNDERSTANDING #14 – RE: CANNABIS COVERAGE FOR MEDICAL USAGE**

The Parties agree to meet and discuss options for implementing coverage for medical cannabis under health Practitioners within ninety (90) days of ratification or as mutually agreed by both parties. Medical Cannabis coverage will be made available exclusively through Canabo, and Aleafia Health clinic who Unifor partners with to support Unifor members.

## **LETTER OF UNDERSTANDING #15 – RE: PROTECTING A SUSTAINABLE PUBLIC SECTOR FOR FUTURE GENERATIONS ACT, 2019 (BILL 124)**

In the event that Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124) is declared unconstitutional, in whole or in part, or is otherwise repealed, amended or rendered inoperative, the parties agree to return to the bargaining table to renegotiate and address compensation issues affected by Bill 124.

mg/cope343