

COLLECTIVE AGREEMENT

Between:

*THE CORPORATION OF THE COUNTY OF MIDDLESEX
(STRATHMERE LODGE)*

-and-

UNIFOR and its LOCAL 302

Expiry: December 31, 2020

11607 (09)

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COLLECTIVE AGREEMENT

Between

**THE CORPORATION OF THE COUNTY OF MIDDLESEX
(STRATHMERE LODGE)**
(hereinafter called the "Employer")

OF THE FIRST PART

-and-

UNIFOR and its LOCAL 302
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS the Union by a certificate dated July 31, 2000 is the certified bargaining agent for the employees of The Corporation of the County of Middlesex at Strathmere Lodge in Strathroy, Ontario, (hereinafter called the "Home"), save and except supervisors, persons above the rank of supervisor, registered nurses, the recreation director and the food supervisor.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 - GENERAL PURPOSE

1:01 The general purpose of this Collective Agreement is to establish and maintain collective bargaining relations between the Employer and those of its employees (hereinafter referred to as the "Bargaining Unit") for which the union is the certified bargaining agent and to provide an orderly procedure for the prompt and equitable disposition of grievances and for the maintenance of mutually satisfactory hours of work, wages and working conditions in the Home.

ARTICLE 2 - DEFINITION

2:01 For the purpose of this Collective Agreement the terms "employee" and "employees" shall mean an employee who is, or employees who are, employed at the Home in the Bargaining Unit and in a classification specifically set forth in Schedule "A".

2:02 Where the masculine pronoun is used in this Agreement it shall be deemed to include feminine, and vice versa, where the context so requires.

ARTICLE 3 - RECOGNITION

3:01 The Union is recognized as the sole collective bargaining agency for all employees in the Bargaining Unit and the Employer agrees that it will not enter into any agreement with the employees, either individually or collectively, which will conflict with any of the provisions of this Collective Agreement.

3:02 (a) Each of the parties hereto agrees that there will be no discrimination, interference, restraint, or coercion exercised or practiced upon any employee in respect of hiring, wage rates, training, promotion, transfer, lay-off, recall, discipline, including discharge, or otherwise by reason or grounds covered by the Ontario Human Rights Code or by reason of membership in the Union.

3.02 (b) Where there is a complaint or involvement of a union member regarding discrimination, harassment or violence in the workplace, that member shall have the right to complain to a Unifor or management representative who will immediately undertake a joint investigation with a Unifor Representative, to be identified by Unifor, following the procedures in the current Strathmere Lodge Policies. The Union will be consulted on policy revisions.

3:03 Supervisors and persons whose jobs are not in the bargaining unit shall not regularly work on any jobs which are included in the bargaining unit except in the case of emergency or for the purpose of instructing employees, or when members of the bargaining unit are not available or able to do the work.

ARTICLE 4 - UNION SECURITY

4:01 The Employer agrees that, during the term of this Collective Agreement, it will deduct Union dues from the first pay due in each calendar month and will remit same to the Financial Secretary of the Local Union not later than the 20th day of the same month.

4:02 The Employer shall make deductions and remissions of Union dues from the first pay of the month following completion of 3 weeks employment of new employees.

Upon request by the Union the Employer will provide the names, addresses, postal codes, phone numbers and e-mail addresses (if it has been provided to the employer) of all bargaining unit members, in a format compatible or similar to Excel.

- 4:03 The Employer shall, when remitting such dues, list the names and classifications of the employees from whose pay such deductions have been made and shall state the amount of such deductions in respect of each such employee.
- 4:04 All employees within the Bargaining Unit shall have Union dues deducted monthly as a condition of employment.
- 4:05 All present employees in the Bargaining Unit who are members of the Union shall remain members in good standing for the duration of their employment.
- 4:06 The Employer shall send to the Union each month a list of names, addresses and classifications of all new employees.
- 4:07 Time will be made available to a Steward or to a member of the Union Committee for the purpose of meeting with each new employee during the orientation period to a maximum of 15 minutes and such time will be made available to the Steward or member of the Union Committee and each new employee without loss of pay.
- 4:08 Employees within the Bargaining Unit who voluntarily become members of the Union after 3 weeks of employment shall remain members in good standing for the duration of their employment.
- 4:09 T-4 slips will show deductions made for Union Dues.

ARTICLE 5 - NO STRIKES AND LOCKOUTS

- 5:01 The Employer agrees it will not cause or direct a lockout of employees, and the Union agrees it will not cause or direct a strike against the employer. Lockouts and strikes shall be as defined in the current edition of the *Ontario Labour Relations Act*.

ARTICLE 6 - MANAGEMENT FUNCTIONS

- 6:01 The Union acknowledges that it is the exclusive right and function of the Employer, except as modified by the terms of this Agreement, to:

- (a) determine and establish standards of procedure for care, welfare, safety and comfort of the residents in the Home, and to plan, direct and control the workforce and the work of the employees and the operation of the Home.
- (b) maintain order, discipline, efficiency, and in connection therewith, to establish and enforce reasonable rules and regulations which will be exercised in a manner consistent with the Collective Agreement. The Employer will notify the Union Committee of any alterations of the present rules and regulations, or of new rules or regulations prior to their implementation.
- (c) hire, transfer, layoff, recall, promote, demote, classify, assign duties, discharge, suspend, or otherwise discipline employees for just cause, provided that a claim of discriminatory transfer, promotion, demotion or classification, or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

ARTICLE 7 - REPRESENTATION

7:01 The Union shall elect or otherwise select a Union Committee composed of not more than 5 members and the Employer will recognize such Union Committee for the purpose of dealing with any grievance or bargaining in connection with any matter properly arising from time to time during the term of this Collective Agreement, including negotiations for or renewal of any Collective Agreement.

7:02 The Union shall elect or otherwise select 7 Stewards. One (1) of said Stewards must be part time.

Effective the first day of the month following ratification paid time of eight (8) hours per month for Union Chairperson or designate to be scheduled as agreed between the Chair and Supervisor, overtime and premiums shall not apply.

7:03 It is agreed that a Union Representative of Local 302 shall have access to the home premises and may, at the request of either the Union Committee or the Employer, be present at any meeting with the Employer's Representatives.

7:04 The Union acknowledges and agrees that members of the Union Committee and Stewards have regular duties to perform in connection with their employment and only such time as is reasonably necessary for the processing of Union business will be consumed by such persons during working hours. The Union Committee

Members or Stewards will first obtain the Supervisor's permission before undertaking Union business. When such Union business has been completed, the employee will advise the Supervisor. Such permission shall not be unreasonably withheld.

7:05 In accordance with this understanding it is agreed that:

- (a) each member of the said Union Committee shall receive his regular pay for all regularly scheduled work hours lost due to attendance at negotiating meetings with Representatives of the Employer up to but not including arbitration;

The employer agrees to provide alternative days off in the case where an employee is bargaining on a day off. In the case of a part-time employee, such alternative days will be capped at three (3) per calendar week. These bargaining days will be treated as days worked for which the employee will receive pay for the hours they would have regularly worked.

- (b) a Steward, the grievors and where applicable under this agreement, members of the Union Committee shall receive their regular pay for all regularly scheduled working hours lost due to servicing grievances or attendance at grievance meetings (including meetings of Settlement Officers appointed under Section 49(6) of the *Labour Relations Act*) with Representatives of the Employer up to but not including arbitration;
- (c) should the Employer require members of the Union committee to attend meetings and or perform some Union function, the employee will be paid at straight time for time spent performing these duties.

7:06 The Union agrees to supply the Employer with the names of the Stewards and the Union Committee members and will keep such list up to date at all times.

7:07 The Union committee and the Employer shall, upon the written request of either, arrange a meeting and meet to discuss any matters arising out of this Collective Agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

Complaint

8:01 It is the mutual desire of the parties hereto that complaints of the employees be adjusted as quickly as possible. Not more than 15 days after the circumstances giving rise to a grievance first occurred or originated, the employee involved shall

take up the matter or thing, by way of complaint, with his or her and shall have the assistance of a Steward or member of the Union Committee.

8:02 Within five (5) days after receiving the complaint as aforesaid, the Supervisor shall give the complaining employee a decision.

Step Number One

8:03 In the event that the decision given by the Supervisor is not satisfactory to such employee, within five (5) days after the giving of such decision, such employee, with the assistance of a Steward or a member of the Union Committee, may initiate the FIRST STEP in the Grievance Procedure by submitting the grievance to the Administrator of the Home, which submission shall be in writing and shall be dated and shall be signed by the grieving employee and shall contain a statement of the nature of the grievance, and shall state the relief sought. At the request of either party the employee shall receive the assistance of any one of the Union Representatives of Local 302.

8:04 Within five days after receiving the grievance as aforesaid, the Administrator of the Home shall give his written decision in respect thereof to the grieving employee; and in considering and making his decision, the Administrator of the Home may have such assistance and counsel as he may wish.

Step Number Two

8:05 (a) In the event that the decision given by the Administrator of the Home is not satisfactory to the grieving employee, within five (5) days of giving of such decision, the grieving employee and the Steward, or a member of the Union Committee may continue the grievance to the SECOND STEP of the Grievance Procedure by giving written notice to the Administrator of the Home, requiring the grievance be referred to the Chief Administrative Officer. The CAO will arrange a meeting within fifteen (15) days of receiving notice. Attending the meeting will be the grievor, the Union Committee, the Union Representative, the CAO or designate, the Administrator.

(b) In making representations and submissions, the grieving employee may have such assistance and counsel as he or she may wish; and similarly, such county Committee may have assistance and counsel as it may wish.

8:06 Within five (5) days after the meeting referred to in 8:05 (a) above, the Employer shall give his written decision to the grieving employee and to the Union Committee in respect of the grievance.

Step Number Three - Arbitration

8:07 In the event that the decision of the employer is not satisfactory, the Union, within 10 days of giving of the decision by such Committee, may refer the grievance to arbitration.

General Provisions

8:08 For the purpose of this Collective Agreement a grievance shall mean any matter or thing not usurping the functions of the Employer as to the management of the Home and arising out of the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not the matter or thing is a grievance and such grievance shall be settled or determined in accordance with the provisions of this Collective Agreement.

8:09 The time limits fixed in the complaint, grievance and arbitration procedures, may be extended by the written agreement of the Employer and the Union.

8:10 Where a limitation period in this Collective Agreement is prescribed by reference to a number of days, neither the day upon which the occurrence of the event commencing the limitation period nor the day upon which the giving of a notice or the taking of an action shall be included; provided, however, that Saturdays, Sundays, Paid Holidays and the complaining or grieving employee's regular days off, sick leave, and vacation shall not be included in the determination of a limitation period.

8:11 The employees agree to use the provisions of the Collective Agreement to resolve all grievances and will not direct any appeals to any elected representatives of the Employer.

8:12 Any agreement as to the settlement of a grievance made at any time between the Union and the Employer shall be final and binding upon the Employer, the Union and all affected employees.

8:13 Wherever in the complaint, grievance or arbitration procedure reference is made to the Administrator of the Home, such reference shall include a delegate of the Administrator of the Home.

ARTICLE 9 - POLICY GRIEVANCES

9:01 Where differences arise between the Employer and the Union concerning the interpretation or a violation of this Collective Agreement, which may be considered as policy matters, the differences between the parties shall be reduced to writing by the Union Committee and delivered to the Administrator of

the Home at the First Step of the Grievance Procedure in accordance with Article 8:03.

- 9:02 Similarly an Employer's grievance may be reduced to writing by the Administrator of the Home and delivered to the Chairperson of the Union Committee who shall within 5 days of receipt of such written grievance give a written reply to the Administrator of the Home.
- 9:03 Where the facts relating to an alleged grievance apply to 2 or more employees, the alleged grievance may be processed as a policy grievance.
- 9:04 If the matter of the policy grievance is not satisfactorily settled at Step 2, it is understood that it may be referred to arbitration by either of the parties.
- 9:05 It is agreed the Union Committee Members have the right to submit a Policy Grievance on behalf of an employee or group of employees when the Union Committee Members can show a clear prejudice to the bargaining unit as a whole and may be affected by the resolution of the issue resulting from the complaint.

ARTICLE 10- DISCHARGE AND DISCIPLINE

- 10:01 A claim by an employee that he or she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is submitted by the employee within 3 days of the discharge to the Administrator of the Home at the First Step of the Grievance Procedure in accordance with Article 8:03.
- 10:02 Such discharge grievance to be considered must be presented to the Administrator of the Home or to his designated representative by a member of the Union Committee and it shall be dealt with thereafter in accordance with the Grievance Procedure to and including arbitration if no satisfactory settlement is reached.
- 10:03 The Employer shall notify any employee in writing of any expression of dissatisfaction concerning his or her work within 10 working days of the event or the complaint, with copies to the Chairperson of the Union Committee. This notice shall include particulars of the work performance which led to the complaint. If this procedure is not followed, such complaint shall not become a part of the employee's record.
- 10:04 The record of an employee shall not be used against him or her at any time after 15 months following any disciplinary action; it being understood that a Union

Committee Member or Steward must be present at the time any disciplinary action is taken, otherwise such disciplinary action will be considered null and void.

In matters where discipline is imposed for resident abuse, the record shall be maintained for twenty-four (24) months.

10:05 An employee shall, upon written request, be granted the opportunity to view his or her personnel file.

ARTICLE 11 - ARBITRATION

11:01 When either party requests that a grievance be submitted to arbitration, the request shall be in writing addressed to the other party to this Collective Agreement. The parties agree to utilize a single arbitrator and the request shall contain the name of the party's nominees as arbitrator. The other party shall, within 10 days thereafter, respond with its nominees as arbitrator and the 2 parties shall, within 10 days endeavour to agree upon an arbitrator. If the parties are unable to agree within 10 days, then either party may require the appointment of an arbitrator by the Minister of Labour for Ontario.

11:02 No grievance shall be defeated or denied by any formal or technical objection. An arbitrator shall have the power to allow amendments to the grievance and to waive formal procedural irregularities in the processing of a grievance or to allow omitted previous steps or steps out of time to be completed, in order to determine the real matter in dispute and to render a decision which the arbitrator or arbitration board deems just and equitable.

11:03 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

11:04 Each of the parties shall pay one half of the fees of the Arbitrator.

11:05 An arbitrator shall have no power to alter or change any of the provisions of this Collective Agreement, to substitute any new provision for existing provisions, nor to deal with any matter not covered by this Collective Agreement.

11:06 The decision of any arbitrator shall be consistent with the terms and provisions of this Collective Agreement.

11:07 Proceedings before the arbitrator shall be expedited by the parties hereto.

11:08 The decision of the arbitrator shall be final and binding on both parties to this Collective Agreement.

11:09 Any grievance involving the interpretation or application of this Collective Agreement which has been disposed of hereunder shall not be made the subject of another grievance.

11:10 At any stage of the complaint or the Grievance Procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses, and all reasonable arrangements will be made to permit the parties and the Arbitrator to have access to any part of the Home to view any working conditions which may be relevant to the settlement of the grievance at a reasonable time and so as not to interfere with the function of the Home.

ARTICLE 12 - SENIORITY

12:01 (a) Seniority is defined as an employee's length of continuous service and will be acquired when a full time bargaining unit employee has completed 60 calendar days of service in the Home, Strathmere Lodge and when a part time bargaining unit employee has completed 340 hours, or a six month period, whichever comes first in the Home, Strathmere Lodge. Such seniority will date from the first date an employee actually commenced work at the Home and will accumulate thereafter.

(b) Employees will be regarded as probationary employees until they have acquired seniority as above, provided, however, that a probationary employee shall be entitled to the assistance of the Union in settling any grievance, including dismissal.

12:02 In case of promotion, demotion, transfer, lay-off and recall, seniority shall apply provided the employee concerned is qualified and has the ability to perform the work required.

12:03 Full time and part time bargaining unit seniority lists will be posted on the official Union Bulletin Board in the Home, and a copy of the seniority lists will be supplied to the Union and the Chairperson of the Union Committee. The seniority lists will be posted and revised every 6 months.

12:04 An employee shall lose all seniority and his or her employment shall be deemed conclusively to have terminated after he or she:

(a) Is discharged for cause and the discharge is not reversed by operation of the Grievance Procedure,

(b) Voluntarily quits the employ of the Employer,

- (c) Fails without reasonable excuse to report for work within 7 calendar days after being notified by the Employer to return to work following a layoff,
- (d) Fails without reasonable excuse to advise the Employer within 5 days of his or her intention to report for work pursuant to notification, or
- (e) Is absent when scheduled for work by the Employer for three consecutive scheduled shifts unless a reasonable reason is given for such absence,

This clause shall be interpreted in a manner consistent with the provisions of the *Ontario Human Rights Code*.

12:05 In the event that the Employer hires an employee as a full time employee who, prior to such hiring, has rights of seniority as a part time employee, the seniority of such employee shall be recognized and applied for all the rights and privileges of seniority. In the event a full time employee becomes a part time employee, all seniority rights shall be similarly recognized and applied.

12.06 **Notice of Layoff**

(a) Union

There shall be at least three (3) months' notice to the Union in the event of a proposed layoff of a permanent or long term nature or in the event of a substantial bed cutback, cutback in service, partial or full workplace closure, or sale of the business which affects or could affect the bargaining unit.

In the event the anticipated layoff resulting from the above-noted provision is expected to result in the layoff of full-time employees with at least five (5) years seniority, the advance notice to be given to the Union will be six (6) months. This same notice shall be posted on the union bulletin board.

(b) Employees

In the event of a layoff of a permanent or long term nature the Home will provide the employees with two (2) weeks' notice for each year of service to a maximum of sixteen (16) weeks, provided the affected employee has more than twelve months service. Employees with less than twelve (12) months service will be entitled to notice in accordance with the provisions of the *Employment Standards Act*. A copy of any notice of layoff to an employee will be provided to the Union at the same time.

- (c) In the event of anticipated lay-offs, the Union and the Employer will meet to discuss the implementation of the provisions found in 12.07, 12:08 and 12:09. It is agreed that the parties will attempt to do this before issuing notice of lay-off.

12.07 Severance and Retirement Options

(a) Severance Pay

Within the lesser of thirty (30) days from the date of notice of layoff or the notice provided above an employee with more than twelve (12) months service with the Home who has received notice of layoff of a permanent or long term nature may resign, forfeiting the right to notice. Such employee will receive the balance of the notice as severance pay.

(b) Retirement Allowance

Within thirty (30) days from the date of notice of layoff an employee who has received notice of layoff of a permanent or long term nature may retire provided that the employee is eligible to retire under the terms of OMERS. An employee who chooses this option forfeits her right to notice and will receive severance pay on the basis of one (1) week's pay for each year up to and including ten (10) years of service; two (2) weeks' pay for each year for employees with greater than ten (10) years of service to a maximum of thirty-five (35) weeks; on the basis of the employee's normal weekly earnings. In addition, full time employees will receive a lump-sum payment equal to \$1,000.00 for every year less than age 65, to a maximum of \$5,000.00.

Note: the Home may offer any employee a retirement option as provided above, in order to avoid potential layoffs in the unit.

- (c) A full time employee who has completed one year of service and whose layoff is permanent, or who is laid off for twenty-six (26) weeks in any fifty-two (52) week period, and who has not elected to receive a severance payment under either (a) or (b) of this article shall be entitled to severance pay equal to the greater of two week's pay, or one (1) week's pay for each year of service up to and including ten (10) years of service; two weeks' pay for each year for employees with greater than ten (10) years of service to a maximum of thirty-five (35) weeks; on the basis of the employee's normal weekly earnings. This entitlement shall not be in addition to any entitlement to severance pay under the *Employment Standards Act*, but at the same time, shall not preclude an employee from claiming any greater entitlement which that Act may at some point come to provide.

An employee may elect to defer receipt of this severance payment while his or her recall rights are still in effect. Once an employee does opt to receive the severance payment, he or she shall be deemed to have resigned, and his or her recall rights shall be extinguished.

12.08 Layoff and Recall

- (a) In the event of layoff, the Home shall lay off employees in the reverse order of their seniority within their classification, providing that there remain on the job employees who then have the ability to perform the work.
- (b) An employee who is subject to layoff shall have the right to displace an employee who has less bargaining unit seniority and who can perform the duties without training other than orientation. Such employee so displaced shall be laid off.

Full time employees will bump in the full time bargaining unit. Part time employees will bump in the part time bargaining unit. If there are no full time positions available to bump, a full time employee laid off may bump into a part time position based on their seniority.

If there are no part time positions available to bump, a part time employee laid off may bump into a full time position based on their seniority.

- (c) A full time employee shall have the opportunity of recall from layoff to an available full time opening, in order of seniority, provided he has the ability to perform the work.

A part time employee shall have the opportunity of recall from lay off to an available part time opening, in order of seniority, provided he has the ability to perform the work.

Employees on layoff shall have equal rights to job openings as employees not on layoff.

- (d) In determining the ability of an employee to perform the work for the purposes of the paragraphs above, the Home shall not act in an arbitrary and unfair manner.
- (e) An employee recalled to work in a different classification from which he was laid off shall have the privilege of returning to the position he held prior to the layoff should it become vacant within six (6) months of being recalled.
- (f) An employee who has been recalled to a temporary vacancy shall not be required to accept such recall and may instead remain on layoff.
- (g) No full time employee within the bargaining unit shall be laid off by reason of his/her duties being assigned to one or more part time employees.

- (h) An employee's right to be recalled after a layoff shall extend no longer than eighteen (18) months from the date of layoff.

12.09 **Benefits on Layoff**

In the event of a layoff of a full time employee the Home shall pay its share of insured benefits premium up to three (3) months from the end of the month in which the layoff occurs or until the laid-off employee is employed elsewhere, whichever occurs first.

ARTICLE 13 - HOURS OF WORK

- 13:01 (a) The normal hours of work shall be eight (8) continuous hours daily with 30 minutes allowed without loss of pay for a meal period. Also, in each 8-hour shift there will be 2, ten-minute rest periods or 1, twenty-minute rest period to be taken at least one-half hour before the end of the shift.
- (b) For employees working 4 hours or less, they shall be allowed 1, 10-minute rest period to be taken at least one-half hour before the end of the shift.
- (c) For employees working greater than 4 hours but less than 8 hours, they shall be provided a 30-minute period without loss of pay for a meal break. They will also be entitled to 1, ten-minute rest period to be taken at least one-half hour before the end of the shift.
- 13:02 (a) Overtime for full time employees shall be paid at the rate of time and one-half for all hours worked in excess of the normal scheduled shift, on an employee's scheduled day off or in excess of 80 hours during any 2 week pay period.
- (b) Overtime will be offered to both full time and part time employees in their department by seniority.
- (c) No employee shall work more than 16 hours within a 24 hour period.
- 13:03 (a) Employees will not be required to take time off in lieu of overtime.

Overtime will be banked at the rate at which it is earned and may be banked to a maximum of twenty-four (24) hours. Banked overtime must be used within the year it is earned.
- (b) There shall be a minimum of eleven (11) hours between call-in shifts for part time employees. This shall apply to the Dietary, Environmental Services (Housekeeping staff only) and Recreation Departments only.

13:04 Where hours worked attract premium pay, the premium pay will only apply to the regular straight time hours.

13:05 Employees will not be required to work more than 6 days consecutively.

13:06 Employees will be given an equitable number of weekends off, it being understood that the word "weekends" means Saturdays and Sundays.

13:07 There shall be a minimum of 15 hours between call-in or booked shifts. Where there is not 15 hours off, overtime shall be paid at time and one half for all hours worked within the 15 hours. The exception shall be where an employee agrees to work by arrangement with another employee, which arrangement has the prior approval of management.

13:08 Full time or temporary full time employees, after completing two full rotations of night shifts, shall receive a day off with pay at regular time in addition to the employee's scheduled days off.

Employees normally scheduled vacation, or the approved trade of up to three (3) shifts per rotation, shall not preclude eligibility for sleep day entitlement. For all other absences, employees must have worked a minimum of two (2) shifts in each night rotation.

13:09 Work schedules shall be posted for 4 week periods and shall remain posted for the duration of the schedule, except as may be mutually arranged between the Union Committee and the Administrator of the Home. Such notice shall be posted one week prior to the completion of the current schedule. The Christmas schedule will be posted for an eight (8) week period.
The Employer will have the ability to post the schedules electronically.

13:10 Once a work schedule is posted, there will be no changes therein except as mutually arranged between the employees involved in the change and the employees' immediate Supervisor. Trades are to occur within the same scheduled four (4) week period.

Once a schedule is posted, shifts may be cancelled without penalty or pay with a minimum notice of 96 hours. This will not apply in circumstances of scheduling errors. Management will attempt to replace any lost shifts resulting from cancellation through the call-in procedure inclusive of offering requested vacation time, stat days or sick leave replacement.

Requests for shift changes must be made electronically or otherwise as required.

The Employer will commit to establishing a scheduling committee during the implementation of the electronic scheduling.

- 13:11 Employees required by their Supervisor to work for less than 4 hours in any classification with a higher rate of pay will be paid for 4 hours at the appropriate higher rate of pay whether straight-time or overtime.
- 13:12 Employees required by their Supervisor to work 4 or more hours in any classification with a higher rate of pay will be paid for a full 8 hours and also for any hours worked in excess of such 8 hours at the appropriate higher rate of pay whether straight-time or overtime.
- 13:13 Employees are required to scan in at the beginning and at the completion of each shift.
- 13:14 There shall be no split shifts and days off shall be consecutive except when arrangements for split shifts or non-consecutive days off have been made, by mutual consent, by the affected employee and such employee's Supervisor.
- 13:15 Present scheduling requirements will be maintained. Should changes be required as the result of a valid operational reason these changes will not be arbitrarily implemented or arbitrarily denied. The changes will be negotiated with the Union.
- 13:16 There shall be an equitable number of day shifts as compared to off shifts except where it is mutually arranged as described in Article 13:15. It is understood and agreed that employees may work permanent shifts, if requested by the employee, by mutual agreement.
- 13:17 Those employees working any shift which spans the midnight period when the change from daylight to standard time or vice-versa occurs, shall be paid straight time for the exact number of hours worked. The employee working the extra hour will receive the applicable overtime rate.
- 13:18 In the event that an employee is called in to work after having completed his or her regularly scheduled shift on that day shall receive time and one-half ($\frac{1}{2}$) for all hours worked with a minimum of three hours for each such call in. It is understood that the provisions of Article 13:07 will not apply when an employee is called in as is provided under this Article.
- 13:19 Requests for time off and paid holidays submitted prior to the posting of the schedule shall be granted by seniority. Requests submitted after the schedule is posted shall be done on a first come first serve basis. Where more than one request is made on the same day, seniority will govern.

The Employer will respond to such request within 5 days if the request was submitted prior to the schedule being posted and within 10 days if the request is made after the schedule is posted.

13.20 Employees may apply for a mutually agreed upon exchange of shifts for a period of up to three (3) months.

13.21 Part-time employees, including casual employees, will make themselves available for twelve (12) shifts per 4 week schedule or three (3) shifts per week, six (6) of which may be weekend shifts.

It is understood that the above will not apply if the required number of shifts are not available.

Notwithstanding the above should employees fail to meet their obligations due to unforeseen circumstances such as injury or illness consideration will be given on a case by case basis.

ARTICLE 14 - PAID HOLIDAYS

14:01 The following shall be considered Paid Holidays:

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

14:02 (a) An employee absent because of illness or non-compensable injury will receive a full day's pay for each paid holiday which may occur within the 6 month period following the absence from work. A full day's pay means pay from all sources (re: U.I.C. or L.T.D.) plus makeup to make 1 full day.

1 full day's pay equals the regular hourly rate times 8 hours.

Excluded from the above are absences because of maternity leave, Workers' Compensation or approved leave of absence.

In order to qualify for a paid holiday an employee must work the scheduled shift preceding and immediately following the statutory holiday.

(b) Part time employees not scheduled to work on a paid holiday will receive pay for the number of hours they would normally be scheduled to work calculated to be the average number of hours worked per shift over the seven previous pay periods.

14:03 Employees required to work on a Paid Holiday other than Thanksgiving Day, Christmas Day, and New Year's Day shall receive time and one half the employee's regular rate of pay for work performed on such holiday and in addition shall be entitled to a day off with pay within a period of sixty (60) days after such Paid Holiday; such lieu day to be taken at a time mutually arranged between the Supervisor and the employee. Part time employees required to work on such holidays will be paid double-time and one-half for all hours worked.

14:04 Employees required to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid double-time for all hours worked on those days and in addition shall be entitled to a day off with pay within a period of sixty (60) days after such Paid Holiday; such lieu day to be taken at a time mutually arranged between the Supervisor and the employee.

Part time employees required to work on Thanksgiving Day, Christmas Day, or New Year's Day shall be paid triple time for all hours worked on such holidays.

14:05 Employees will be guaranteed either Christmas Day or New Year's Day off unless at the employee's option both days may be worked.

14:06 Employees shall be allowed to accumulate 5 Paid Holidays in a calendar year. Employees must advise their immediate supervisor by January 15th in the year of their request to accumulate such Paid Holidays. The Employer may waive the January 15th date if an employee could not make such a request by January 15th.

Employees who work Monday to Fridays shall be allowed to save one individual vacation day in order to schedule five consecutive days off at Christmas.

14:07 If one of the holidays occurs on the employee's regular day off, the employee will receive an extra day off with pay within sixty (60) days after the holiday as may be mutually arranged.

14:08 If requested by the employee an employee will be scheduled off work for five consecutive days at Christmas or New Year's holidays, including eve day. The employee may request either Christmas or New Year's Day off, provided that if the Home schedule is not properly covered on either of such days, the employee who worked the particular holiday in the previous year shall be given preference.

ARTICLE 15 - SICK LEAVE

15:01 (a) Every employee shall be credited with one and one half days of sick leave for each month of service with the Employer.

- (b) An employee shall be granted up to three (3) paid personal days per year, which must be used in eight (8) hour blocks, to be deducted from the employee's accumulated sick bank. Paid personal days are to be scheduled no less than forty-eight (48) hours in advance and will not be allowed on a date where a prior request for time off has been denied, subject to the following: if there is an emergency and if by reason of said emergency the required notice is not given, such notice will be waived.

The purpose for providing PL days is to allow employees the opportunity to attend their medical or their families' medical appointments, attend to personal or household emergencies or matters of a similar nature.

An employee will provide a reason for the PL day at the time of the request. PL days may not be taken in conjunction with vacation time unless there are extenuating circumstances for the request.

15:02 An employee shall not be credited with any days of sick leave until he or she has 2 months seniority; however, upon the completion of 2 months seniority, he or she shall be credited with 3 days of sick leave.

15:03 No sick leave shall be credited to an employee for any month in which he or she is absent from duty for more than 15 days for any reason other than vacation; in the case of sickness or accident for a period not to exceed six (6) months.

A full time employee who moves to a part time position forfeits any accumulated sick bank.

15:04 When an employee has been employed for more than 3 years, the employer may allow him or her a sick leave of absence in excess of his or her accumulated days of sick leave credits of not more than 30 days at any one time; provided that the allowance for such sick leave absence shall be chargeable to and debited against future sick leave credits to which the employee may become entitled.

In the event an employee leaves and owes the employer sick leave pay, the employer will make the necessary payroll deductions and if required, the employee will make up any necessary payments forthwith.

15:05 (a) When an employee is absent by reason of incapacity by reason of an accident occurring while on duty and an award is made by the Workers= Compensation Board in respect thereof, such employee shall be entitled to receive the difference between his or her regular pay and the amount of such award up to but not in excess of his or her accumulated sick leave days.

- (b) Pending receipt of payments from the Workers' Compensation Board, an employee shall upon request receive advances up to the amount of his normal earnings less income tax deductions, provided however, that the Employer in its discretion may limit such advances, up to but not in excess of his/her accumulated sick leave days.
- 15:06 While on sick leave, an employee shall receive his or her regular pay calculated on the basis of the applicable rate in effect during the sick leave of absence, up to but not in excess of his or her accumulated sick leave days.
- 15:07 An employee shall be provided on request with an annual statement (January 1 to December 31) of the sick leave days accumulated to his or her credit and such statement shall be signed by a representative of the Home and shall be given to the employee on or before January 31st of each year. An employee shall, upon request to their supervisor, be granted the opportunity to view his or her personal Card-Ex.
- 15:08 If an employee is sick and unable by reason thereof to come to work as scheduled, the employee shall give 2 hours' notice of such inability in respect of any shift commencing after 12:30 p.m. and before 4: 30 p.m. or after 10:30 p.m. and before 12:30 a.m., and in respect of any other shift at least 1 hours' notice shall be given; provided, however, that, if there is an emergency and if, by reason of the said emergency, the required notice is not given, such notice shall be waived.
- 15:09 In respect of any sick leave of absence of less than 5 days, the Employer may require an employee to submit a statement signed by the employee specifying the reason for absence, the name of any medical doctor the employee may have seen during the absence and permitting the Employer to verify any medical attendances during the leave.
- 15:10 If an employee has been absent on sick leave for 5 or more days, at the Employer's option, no pay shall be allowed (notwithstanding that the employee may have sick leave days to his or her credit) unless there is submitted to the Supervisor a certificate signed by a duly qualified medical practitioner confirming the employee's inability to work by reason of sickness on the following basis:
- Immediately upon returning to work or by the last day of the pay period in which the absence commenced, whichever occurs first.
- 15:11 Where the Employer specifically requests an employee undergo a medical examination, or obtain a medical certification, then the Employer will be responsible for the costs of the medical practitioner involved in such examination, or certification.

15.12 The Union supports Management effort to improve employee attendance.

ARTICLE 16 - VACATIONS

- 16:01 For the purpose of computing vacation entitlement the day January 1st in each year will be used.
- 16:02 Employees with 6 months but less than 1 year of service as at January 1st in any year will be granted 1 week of vacation with pay or 4% of his or her salary whichever is the greater.
- 16:03 Employees with 1 year but less than 2 years of service as at January 1st in any year will be granted 2 weeks of vacation with pay.
- 16:04 Employees with 2 or more years but less than 7 years of service as at January 1st in any year will be granted 3 weeks of vacation with pay.
- 16:05 Employees with 7 or more years of service but less than 13 years of service as at January 1st in any year will be granted 4 weeks of vacation with pay.
- 16:06 Employees with 13 or more years of service as at January 1st in any year will be granted 5 weeks of vacation with pay.
- 16:07 (a) Employees will receive one day per year as of January 1st after 20 years of service until the total of their vacation reaches six (6) weeks.
- (b) Effective the 2018 vacation year employees with 24 years or more of service as at January 1st will be granted 6 weeks of vacation with pay.
- (c) Employees with 31 years or more of service as at January 1st in any year will be granted 7 weeks of vacation with pay.
- 16:08 Vacations shall be taken between April 1st and October 31st in each year; however, employees wishing to take their vacation at another time may request an alternative period from their immediate supervisor and the immediate supervisor may grant such request taking into consideration the scheduling and staffing of the employees in the Home.

An employee who changes their status during a year from full-time to part-time or is absent from the workplace for more than one year on Long-term disability shall be entitled to the pro-rated portion of their vacation from January 1 to the date of the change of status.

All employees shall use their vacation time in the year in which it is earned and vacation time shall not be carried forward to the following year except with the consent of the Administrator. In the event a carry-over is allowed, it is not to exceed one week of vacation. No employee will be permitted to forgo their vacation period so that they may be paid in lieu of that vacation, unless the employee has attempted to take vacation and it has been denied.

Should an employee cease their employment during the course of a given year, they will be entitled only to the pro-rated amount of vacation and pay they would have earned to the point of their termination. In the event an employee leaves and owes the employer vacation pay, the employer will make the necessary payroll deductions and if required, the employee will make up any necessary payments forthwith.

16:09 If a Paid Holiday falls during an employee's vacation it will be added to the vacation.

16:10 On written request to the Administrator of the Home made at least 2 weeks prior to the commencement of a full time employee's vacation, a vacation pay advance covering the period of the employees' vacation may be obtained on the pay day prior to the commencement of the vacation. Vacation pay will be paid on a separate cheque. Vacation pay for part time employees will be paid out no later than February 15th of each year.

Part time employees will be entitled to request one additional vacation payment over and above the February 15th payout. Payment will be made on their regular pay cheque.

16:11 An employee may use 50% of their vacation entitlement as individual days. During the months of June, July and August an employee can use up to a maximum of five (5) single days and the remaining single vacation days may be used over the remaining months.

All other vacation is to be taken in blocks encompassing consecutively scheduled shifts.

16:12 Leaves of absence will not be permitted to extend vacation entitlement time unless in extenuating circumstances and only if schedules can provide for the extension.

16:13 Vacation lists must be posted by January 15th and come down February 15th. The immediate supervisor will post the summer vacation dates by March 31st. Where two or more employees request the same vacation period, seniority will be used as the determining factor. If any employee does not apply within posting

period, they shall not use their seniority to claim a vacation period of their preference. Requests will not be unreasonably denied.

16:14 Notwithstanding the provisions of Article 16:13 vacation requests made by full time employees will be considered prior to those of part time employees.

16:15 (a) An employee who becomes ill or is injured while on vacation, and if such injury or illness is so severe that hospitalization and or hospital out-patient services are required, then that employee shall, upon request, have the right to terminate vacation for the period of recuperation. The unused portion of the vacation entitlement may then be rescheduled at a mutually agreeable time at a later date. Verification of the services received shall be provided to the employer. If a medical note is required the Employer shall be responsible for payment for the note.

An employee who becomes ill or injured and requires a minimum of two (2) recuperation days shall, upon request, have the right to terminate vacation for the period of recuperation. The employee will have sought medical attention and a medical note shall be provided.

It is further understood that in the event that the employee recovers from the illness or injury prior to the expiry of the scheduled vacation period, vacation will be resumed, unless the employee is so ill or disabled that a period of recovery (recuperation) is medically prescribed by a physician. In the latter event the employee would so advise the Employer and return to work when sufficiently recovered.

(b) An employee who is absent from work due to a work related injury shall have the right to postpone a scheduled vacation, personal leave day or stat holiday lieu day until sometime following return to work.

(c) Employees who are absent from work due to the circumstances in either (a) or (b) above, may reschedule the unused vacation at a time mutually agreed provided that:

i) they do not conflict with already scheduled vacations of other employees; they are scheduled and taken before December 31st in the same calendar year; and

ii) the vacation can be rescheduled in accordance with Article 16:13.

ARTICLE 17 - LEAVE OF ABSENCE

17:01 Leave of absence without pay for legitimate personal reasons may be granted by the Administrator of the Home.

17:02 (i) The Employer shall grant not more than a cumulative total of seventy-five (75) days leave of absence without pay in each calendar year to attend Union conventions, seminars, education classes or other Union business. This total shall exclude the Chairperson who will be limited to no more than fifty (50) days. The Union agrees that such leave will not unduly affect the proper operations of the Home.

In requesting such leaves of absence, the Union must give seven (7) days clear notice to the Employer, to be confirmed by the Union in writing.

(ii) Upon application by the Union, in writing, the Employer will give reasonable consideration to a request for leave of absence, without pay, to an employee elected or appointed to any of the following full time local union positions: Financial Secretary, Vice-President, President and Vice-President of Women's Issues. It is understood that no more than one employee in each department may be on such leave at the same time. Such leave, if granted, shall be for a period not to exceed three (3) years. Seniority and service shall accumulate during such leave. It will become the responsibility of the Union for full payment of any applicable benefits in which the employee is participating during such leave of absence providing the carrier will permit such coverage.

17:03 Employees on Union Leave of Absence will be paid for such leave by the Employer. The Employer will then forward a statement of such wages to the Local 302 Union Office for reimbursement of the stated amount. If the leave is for more than one month, the Health and Welfare benefit premiums will be included in the billing.

17:04 **Educational Leave**

(a) Where employees are required by the Employer, and approved in writing, to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

(b) If required by the Employer and approved in writing, an employee shall be entitled to a leave of absence, with pay, and without loss of seniority and benefits, to write examinations to upgrade his or her employment qualifications.

If an employee is approved to take an Educational leave of absence without pay for an extended time to last longer than one year it shall be without loss of seniority and benefits. The employee shall have the option to pay for their benefits, if a full-time employee.

17.05 One shift of orientation will be offered to employees who have been absent from their position for one (1) year or more, upon return to work.

ARTICLE 18 - HEALTH AND WELFARE

18:01 The Employer agrees to pay 100% of the billing rate of the Ontario Health Insurance Plan (O.H.I.P.).

There will be a thirty (30) day waiting period before an employee is eligible to join the benefit plan.

18:02 The Employer agrees to pay 50% of the contributions required to the OMERS plan in respect of pensions for employees.

18.03 The Employer agrees to pay 100% of the premium for the Extended Health Care Plan covering drugs (with a \$9.00 cap on dispensing fees), semi-private hospital room and glasses (Vision Care - \$350.00 every twenty-four (24) months and one (1) eye examination every twenty-four (24) months of \$80.00 in addition to the \$350.00 or any plan introduced to replace such Plan during the term of this Collective Agreement, which plan shall not be less favourable to the employees. The vision benefit may be applied once to laser eye surgery.

Effective January 1, 2018 increase Vision Care coverage to \$400.00 every twenty-four (24) months.

Effective April 1, 2018 increase eye examination to \$100.00 every twenty-four (24) months.

Effective January 2, 2020 increase Vision Care coverage to \$450.00 every twenty-four (24) months.

Massage, Physiotherapy and Chiropractic of \$30.00.

Effective April 1, 2018 increase Massage, Physiotherapy and Chiropractic to \$40.00.

Effective January 1, 2019 increase Massage, Physiotherapy and Chiropractic to \$45.00.

Effective January 1, 2019 increase Orthotics to \$450.00.

- 18.04 The Employer will pay 90% of premiums for a Dental Plan, including dentures, with no deductible for all employees, using the current Ontario Dental Association (O.D.A.) Schedule of Fees and with a provision for a nine (9) month recall period for all covered persons eighteen (18) years of age or over.

Upon ratification employees shall receive orthodontic coverage for dependents under the age of seventeen (17) to a lifetime maximum of \$1,750.00. Benefit to be co-insured on a 50/50 basis.

Effective April 1, 2018 increase orthodontic coverage to a lifetime maximum of \$2,000.00.

Mouth guard to be reimbursed once every two (2) years.

- 18.05 (a) The Employer agrees to pay 100% of premiums for Group Life Insurance. Such coverage is to be equal to one and one-half times the annual salary of the employee.
- (b) Employees who take early retirement shall have the option of maintaining their life insurance benefit until age 65, if the employee agrees to pay 100% of the premiums quarterly in advance.
- (c) Employees who retire under OMERS may maintain their health and dental benefits until age sixty-five with the employee paying 50% of the premiums quarterly in advance.
- (d) Employees with thirty-five (35) years of service who retire under OMERS will be responsible for payment of 25% of the premium for prescription drugs, quarterly in advance.

- 18.06 The Employer agrees to pay 100% of a long term disability plan which includes the following:

- 66 2/3% of monthly earnings to a maximum benefit of \$4,000.00
- benefit is integrated with CPP and Workers' Compensation
- benefit commences after 17 weeks and will continue until age 65 or until an employee is back to work, (for detailed description of the plan refer to the Group Life Insurance Benefits booklet).

- 18.07 It is understood that the Employer may at any time substitute another carrier for any plan provided that the benefits conferred thereby are not decreased. Before making such substitution, the Employer shall notify the Union Committee Members, to explain the proposed change(s) and to ascertain the views of the

employees. The Employer will provide copies of all benefit/insurance policies contracted for and in effect for employees covered herein to the Union.

- 18.08 (a) It is agreed that the Employer will maintain an employee's Health and Welfare program for 1 month while the employee is on leave of absence and thereafter will continue to maintain the program with the employee repaying the Employer for the second and succeeding months. In the event of injury or illness the Employer will maintain the Health and Welfare Program for one (1) year.
- (b) The Employer will continue the benefits as herein provided, relating to Sick Leave and the Health and Welfare program while an employee is receiving Workers' Compensation

ARTICLE 19 - UNIFORMS

19:01 The Employer shall supply five (5) standard Uniforms for full time and three (3) standard Uniforms for part time for those personnel who are required to wear uniforms and who wish to wear the supplied items. The Employer will supply two uniforms for full-time and one uniform for part-time when hired and the balance will be provided to employees after completion of their probationary period. Replacement Uniforms will be supplied on the following basis:

- (a) Worn uniforms (actually issued by the Employer) shall be brought to the Employer when a request is made for replacement. Replacement shall be based on need.
- (b) The Employer will consult with the Union on the appropriate selection of uniforms for the Nursing Home. Staff will be able to order the uniforms as needed but the orders will go through on the first of the month. Staff will go to the seamstress for sizing and ordering.

19.02 The Employer will look into buying Canadian, union made Uniforms.

19.03 The Employer will provide an annual shoe allowance of \$50.00 for full time employees and \$25.00 for part time employees.

When the Employer requires the employee to wear safety shoes, that employee will receive an annual shoe allowance of \$100.00.

ARTICLE 20 - MEALS

20:01 Upon ratification the Employer will provide meals to employees at a cost of \$4.00 per meal.

Effective January 1, 2019 the Employer will provide meals to employees at a cost of \$5.00 per meal.

ARTICLE 21 - COMPASSIONATE LEAVE

21:01 (a) An employee shall be granted a compassionate leave of absence of five (5) consecutively scheduled work days with pay upon application to the Employer in the event of a death of a member of the employee's immediate family. The term immediate family shall mean parents, step-parents, brother, sister, spouse, common law spouse, child and step-child. For mother-in-law, father-in-law, grandparents, grandparents-in-law, grandchild, sister-in-law, brother-in-law, daughter-in-law and son-in-law the employee shall be granted a compassionate leave of absence of three consecutively scheduled work days with pay upon application to the Employer. For the employee's aunt, uncle, niece, nephew, step-brother, step-sister, step-grandparent and step-grandchild the employee shall be granted a compassionate leave of absence of one (1) day for attendance at the funeral. Employees may save one day from the granted leave to use within one year of the date of death for a celebration of life ceremony if required.

(b) Part-time employees' compassionate leave entitlement will be paid for scheduled shifts within ten (10) days of the death.

21:02 It is understood and agreed that a bereaved employee may request and be granted additional time off without pay for the purpose of travel and or other matters related to the estate of the deceased.

ARTICLE 22 - SALARIES AND PREMIUMS

22:01 Attached hereto and forming part of this Collective Agreement is Schedule "A" which sets out the classifications of and salaries to be paid to employees.

22:02 An employee will be paid a shift premium of 65 cents per hour for each hour worked when the majority of such hours that are worked falls between 1500 and 0800 hours the following day.

Effective April 1, 2018 an employee will be paid a shift premium of 70 cents per hour for each hour worked when the majority of such hours that are worked falls between 1500 and 0800 hours the following day.

Effective January 1, 2019 an employee will be paid a shift premium of 75 cents per hour for each hour worked when the majority of such hours that are worked falls between 1500 and 0800 hours the following day.

An employee will be paid a weekend shift premium of 60 cents per hour worked between 10:00pm Friday and 10:00pm Sunday.

Effective April 1, 2018 an employee will be paid a weekend shift premium of 65 cents per hour worked between 10:00pm Friday and 10:00pm Sunday.

Effective January 1, 2019 an employee will be paid a weekend shift premium of 70 cents per hour worked between 10:00pm Friday and 10:00pm Sunday.

22.03 The Employer agrees to pay the RPN registration fee, for employees who work a minimum of sixteen (16) shifts in the preceding year, unless she is on an approved leave of absence for a period not to exceed twelve (12) months. Documentation must be turned in to the Director of Resident Care no later than February 1st of the year of registry.

ARTICLE 23 - BULLETIN BOARD

23:01 The Employer will provide at a location in the Home designated by the Employer two (2) bulletin boards, one on each floor, for the exclusive use of the Union on which bulletin boards the Union may post notices having to do with its official business only, and on which the Employer shall post the seniority lists.

ARTICLE 24 - VACANCY POSTING

24:01 It is mutually agreed that notices of vacancies relating to jobs within the scope of the bargaining unit, shall be posted immediately when a new position is created or, no later than twenty-eight (28) days prior to the date of a known termination.

Where notice of termination is less than twenty-eight (28) days, the vacancy will be posted within four (4) business days of such notice being received.

The notice of vacancy shall be posted on the Union Bulletin Board for a period of five (5) days. It is understood that Paid Holidays will not be included in the aforementioned time limits. A notice of vacancy shall include a statement of the qualifications for the job and the wages paid. It is understood that with the

knowledge of the Union Committee Chairperson, the Employer may temporarily fill the vacancy during the posting. The Employer may fill such vacancy on completion of the job posting procedure.

24:02 Employees shall have the right to bid during such five (5) calendar day period on any such vacancy or new job created. Such vacancy or new job created shall be filled from the applications received on the basis of seniority provided the senior employee possesses the necessary qualifications and ability to perform the work required. The successful applicant will be notified within five (5) business days upon completion of the job posting procedure.

The successful applicant shall have a forty-five (45) calendar day trial period to determine their ability to work in the position. If unsuccessful during the trial period the employee may return to their old position and anyone placed as a result of that vacancy shall also have the ability to return to their old job.

There will be an expectation that applicants will accept the posted position.

The forty-five (45) day trial period may only be invoked where there are serious extenuating circumstances which prevent the employee from continuing in the position. This clause will not be used where an employee has previously held a position in the same classification.

24:03 If no applications to fill such vacancy or new job created are received from employees, then the Employer may fill the vacancy or new job created in any manner it sees fit.

24:04 Copies of all job postings shall be submitted to the Chairperson of the Union Committee.

24:05 When job postings occur, only qualified applicants will be eligible. Should there be no qualified applicants, employees presently taking courses in order to become qualified for a position will be considered at the Employer's discretion where a minimum of 75% of the courses have been completed and the employee agrees to continue the courses until completion. Failure to successfully complete the courses in an appropriate period of time will result in the employee reverting back to their original position. Such course shall not interfere with the employee's work schedule unless by mutual agreement.

Should there be a dispute as to whether an employee is qualified it may be arbitrated in accordance with Article 11 of the Collective Agreement.

24:06 If only one hour is to be added to an existing shift then it is not recommended to be reposed as a new position. If there are two (2) or more hours to be added then the language in Article 24 would be appropriate.

24.07 An employee who successfully posts into a temporary position will not be eligible to apply for another temporary position until they are within the last month of their current temporary position. This does not preclude an employee applying for a permanent position or a position which provides more hours or a greater economic benefit.

ARTICLE 25 - PREGNANCY/PARENTAL/ADOPTION LEAVES

Pregnancy Leave

25:01 (a) Pregnancy leave shall be granted as a right in accordance with the *Employment Standards Act 2000*, and its regulations as amended or replaced from time to time, and shall be the minimum requirement.

(b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Homes' Supplemental Unemployment benefit (SUB) plan, an employee on leave as set out above who is in receipt of Employment Insurance pregnancy benefits pursuant to the *Employment Standards Act 2000*, and its regulations as amended or replaced from time to time, and shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two week unemployment waiting period, and receipt by the Home 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.

(c) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, unless impossible due to medical complications, together with her expected date of return. At such time she shall also furnish the Employer with a certificate of a legally qualified medical practitioner stating the estimated date of birth.

If pregnancy related complications force the employee to stop work before she has arranged her leave, the employee shall have two (2) weeks from that date to give the Employer written notice, with a medical certificate confirming the circumstances and the expected or actual date of birth.

- (d) The employee may take up to seventeen (17) weeks pregnancy leave. If the employee wishes, she may extend her leave beyond 17 weeks under the parental leave provisions of this Agreement for up to thirty-five (35) additional weeks. The total leave shall not be greater than fifty-two (52) weeks.
- (e) Credit for service for the purpose of salary increment, vacation and sick leave shall continue and seniority shall accumulate during the entire length of leave.
 - (1) During pregnancy or parental leave an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
 - (2) For the purpose of subsection (1) the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
 - (3) During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employers contributions for any plan described in subsection (2) unless the employee gives the Employer a written notice that the employee does not intend to pay the employees contributions, if any.
- (f) The employee shall give at least two (2) weeks written notice of her intention to return to work or her intention to extend her pregnancy/parental leave beyond the dates outlined in (c).

The employee shall give the Employer four (4) weeks written notice if she wishes to return to work at an earlier date than outlined in (c).

The Employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not.

If the Employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the employee when the operations resume, in accordance with the Employer's seniority system or practice, if any.

The Employer shall pay a reinstated employee wages that are at least equal to the greater of:

- (a) the wages the employee was most recently paid by the Employer;
or
- (b) the wages that the employee would be earning had the employee worked throughout the leave.

Parental and Adoption Leave

25:02 (a) Parental leave will be granted in accordance with the *Employment Standards Act 2000*, and its regulations as amended or replaced from time to time and shall be the minimum requirement.

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.

- (b) The service requirement for parental leave shall be thirteen (13) weeks before the birth of the child, or thirteen (13) weeks before the child came into a parent's custody, care and control for the first time.
- (c) The employee shall give written notification at least two (2) weeks prior to the commencement of the leave, together with the expected rate of return.
- (d) Either parent or both parents may each take a maximum of either thirty-five (35) weeks or sixty-one (61) weeks unpaid parental leave. If the parent did not take pregnancy leave, they are entitled to thirty-seven (37) weeks or sixty-three (63) weeks of parental leave.
- (e) Credit for seniority for the purposes of salary increment, vacation and sick leave shall continue and seniority will accumulate during the entire length of leave.

The Employer will continue to pay the Employer's share of benefits (i. e. pension, health and welfare) during the employee's leave.

- (f) The employee shall give at least two (2) weeks written notice of their intention to return to work or their intention to extend their parental leave beyond the dates outlined in (c).

The employee shall give the Employer four (4) weeks written notice if the employee wishes to return to work at an earlier date than outlined in (c).

- (g) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Homes' Supplemental Unemployment benefit

(SUB) plan, an employee on leave as set out above who is in receipt of Employment Insurance parental benefits pursuant to the *Employment Standards Act 2000*, and its regulations as amended or replaced from time to time, and shall be paid a supplemental unemployment benefit. That benefit will be equivalent to the difference between eighty percent (80%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. If the employee takes a sixty-one (61) week leave the top-up shall be reduced to the difference between 58% of their regular weekly earnings and the sum of the employee's Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the pregnancy leave, and receipt by the Home of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) 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.

25.03 In the event the *Employment Standards Act* and Regulations are amended to provide a greater right, benefit, term or condition to an employee(s) with respect to pregnancy and parental leave than that which existed on March 31, 2000, each of such amended provisions shall be incorporated within this Collective Agreement.

ARTICLE 26 - PART TIME BARGAINING UNIT EMPLOYEES

26:01 All provisions of this Collective Agreement shall apply to part time bargaining unit employees except for the following Articles which do not apply to part time bargaining unit employees:

Articles 15.01, 02, 03, 04, 05, 06, 07, 11, 12 and 13

Articles 16.02, 03, 04, 05, 06, 07 and 09

Articles 18.03, 04, 05, 06, 07 and 18.08(a) & (b)

26:02 For part time bargaining unit employees overtime shall be paid for all hours worked in excess of eight (8) hours in one day or for all hours worked in excess of eighty (80) hours in a two week period.

26:03 Part time bargaining unit employees will be paid the same hourly rate as full time employees in the same classification plus 13.75% in lieu of certain benefits.

Part time employees who elect to join OMERS will have their pay in lieu of benefits reduced by 3%.

26:04 Part time employees shall have the same vacation entitlement as full time employees, so that part time employees' vacation pay shall be based on the formula of one week vacation time equals 2% of earnings vacation pay allowance based on years of employment.

26:05 Split shift shall not be scheduled for part time bargaining unit employees.

26:06 The vacation pay of 4%, 6%, 8%, 10%, 12% and 14% of salary as noted in Article 26:04 is in addition to the Benefits Allowance as set out in Article 26:03.

26:07 (a) The Employer shall endeavour to schedule part time bargaining unit employees for available work equitably over a scheduled (4 week) period.

Part Time Scheduling

If a part time employee wishes to be scheduled equitable hours in a schedule they must be available to work a minimum of two of three shifts (days, evenings and nights).

Shift definition:

Day will be defined as where majority of hours fall between 6:00 a.m. and 3:00 p.m.

Evenings begin as early as 2:00pm and end as late as 11:00pm.

Nights begin as early as 10:00pm and end as late as 7:00am.

For the purpose of a call-in the call will first be offered to permanent part time employees without lines, then permanent part time employees with lines and then casual part time employees.

These call-ins will be based on a rotational call-in procedure.

(b) Part time employees will be given one scheduled weekend off per schedule which does not include requests for vacation made as per Article 16.13. This will not apply to part time employees working only weekends as of February 28, 2018.

The Employer shall endeavour to schedule paid holidays for part time employees equitable over the yearly period commencing February 1 to November 30.

- (d) Part time employees who have indicated that they are available for work on weekends only, shall not be scheduled or called in on weekdays, except when all other part time employees in the classification are unavailable. Weekends shall be defined as those hours between Friday at 10:00 p.m. and Sunday at 10:00 p.m. This only applies to part time employees who are attending school on a full time basis.

26:08 Any employee who is called into work as a replacement for an absent employee, after that employee's shift has started, will be paid for the full shift provided they have worked a minimum of (6) hours.

26:09 The term casual employee means employees in the bargaining unit employed for the summer vacation period as defined in Article 16:08. These employees shall be treated in accordance with the terms and conditions of the Collective Agreement except that by the end of the summer vacation period defined in Article 16:08, these employees shall be terminated and not subject to the layoff and recall provisions under the Collective Agreement. Casual employees may apply for permanent positions and if successful will be subject to Article 12.01.

ARTICLE 27 - TERMINATION OF AGREEMENT

27:01 The Collective Agreement shall become effective on the 1st day of January, 2018 and shall continue in force until the 31st day of December 2020.

27:02 Notice of desire to terminate or amend this Collective Agreement shall be given by either party to the other in writing not more than 4 months prior to its expiry date and negotiations with respect thereto shall begin within 15 days after filing a notice as aforesaid.

ARTICLE 28 - RETROACTIVITY

28:01 The increases to the wages shall be effective January 1, 2018 on a retroactive basis to all employees in the bargaining unit for all paid hours of employment. Any employees who have since ceased to be employees shall have a period of sixty (60) days only from the date of the execution of the collective agreement in which to claim from the Employer any adjustment to their remuneration. Any new employee hired shall be entitled to a pro rata adjustment to their remuneration from the date of their employment. The Employer shall be responsible to contact in writing (with a copy to the Union Office) at their last known address, employees who have left its employ to advise them of their entitlement to any retroactive wage adjustment.

28:02 All retroactive payments made to each employee will include an itemized statement and be made within forty-five (45) 45 days of ratification by both parties for all present employees.

Retroactive payments will be on a separate cheque.

ARTICLE 29 - JURY DUTY AND WITNESS PAY

29:01 An employee serving as a Juror or who has been subpoenaed as a witness will receive the difference between his jury or witness pay and his regular pay for the lost time while serving in one of these capacities, providing the subpoena is presented to the Administrator.

ARTICLE 30 - CLASSIFICATION ADJUSTMENT

30:01 When a new classification is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the parties.

30:02 If the parties are unable to agree on the rate of pay, such a dispute shall be submitted to arbitration for final determination. The new rate shall be retroactive to the time the position was first filled by the employee.

30:03 An employee transferring to a new position shall be paid:

- (a) If a higher rated classification, the starting rate for that classification, or their current rate, whichever is greater.
- (b) If a lower rated classification, their current rate, or the top rate for the lower classification, whichever is the lesser.
- (c) If an employee transfers into another classification that has a different wage rate from her original classification and then transfers back to her original classification within two years (of the original transfer) she shall be paid the rate her service provides for.

ARTICLE 31 - JOB SECURITY

31:01 The Employer shall not contract out work usually performed by members of this bargaining unit, if as a result of such contracting out a layoff of any employees, other than casual or part time employees follows, except for laundry services.

31:02 The contracting out to an Employer, or successor employers, who is organized and who will employ the employees of the bargaining unit who would otherwise be laid off, is not a breach of this provision.

31:03 The Home will give the Union and its employees six months' notice of contracting out the laundry services. During this period employees affected will be given preference over other employees in the bargaining unit for vacant positions not being promotions and provided the employee possesses the necessary skill and qualifications to do the required work. When the layoff is required, the employees so affected may exercise their seniority rights in accordance with the provisions of the collective agreement. The benefits paid to such employees under the agreement shall be continued by the Employer for a period of six months

following the layoff. Such employees shall retain their right of recall for vacancies in the bargaining unit for a period of one year from the day of layoff.

31:04 The Employer undertakes to notify the Union in advance so far as practical, of any technological change which the Employer has decided to introduce, which will significantly change the status of employees within the bargaining unit. The Employer agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, on employees concerned.

31:05 Employees with one or more years of continuous service who are subject to layoff under conditions referred to above will be given notice of the impending change in employment status at the earliest reasonable time in keeping with the notification to the Union as above set forth and the requirements of the applicable law.

ARTICLE 32 - OCCUPATIONAL HEALTH AND SAFETY ACT

32:01 It is agreed that the parties will comply with the requirements of the *Occupational Health and Safety Act* and will establish a Health and Safety Committee as required by the Act.

32:02 The Employer and the Union recognize that only through collective efforts and cooperation can an effective Health and Safety Program be realized. Such program will recognize the employee's right to standards of safety and health in the workplace as evidenced by the attached Memorandum of Agreement.

32:03 A National Unifor Health and Safety Representative may be invited by the Committee to attend joint health and safety meetings.

32:04 The Union agrees to endeavour to obtain the full co-operation of its membership in the observation of all safety rules and practices.

32:05 Where the Employer requires the wearing of protective equipment or clothing, such equipment or clothing shall be provided except as in Article 19.

32:06 Where there is a complaint or involvement of a union member regarding abusive or threatening behaviour from family or residents, that member shall follow the procedures in the current Strathmere Lodge Administrative Manual (after consultation with the Union). These policies will be attached to the Collective Agreement and will include any attachments.

32:07 The Employer will maintain a Return to Work Program and the Employer's policy will be attached to the Collective Agreement.

32:08 Employees will cease to accrue vacation entitlement after one year of absence while receiving Workers' Compensation; and

Employees qualifying for Workers' Compensation coverage shall be continued on the employment rolls of the Employer and shall not have their employment terminated, unless the employee has completed a Labour Market Re-entry Program and does not return to employment with the Corporation of the County of Middlesex.

Any employee may request a copy of Form 7 reporting an injury to himself or herself, which has been submitted by the Employer to the Workplace Safety and Insurance Board.

ARTICLE 33 - PAID IN-SERVICES

33:01 It is agreed that when new equipment is acquired, employees will receive proper instruction on the safe and efficient operation of such new equipment. Such instruction will normally take place on-the-job. Where it is not possible to do so, the employees will be required to attend special in-service training which will be paid at straight time rates for the time necessary to complete training.



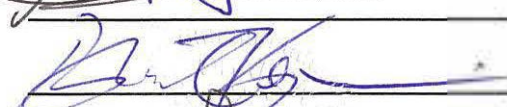
33:02 Where attendance at in-services is mandatory, employees will be paid at their regular hourly rate.

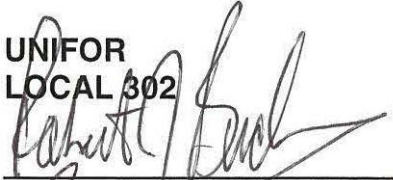
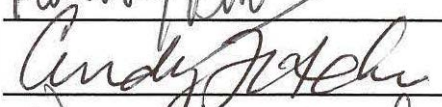
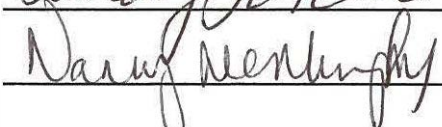
ARTICLE 34 - TEMPORARY FILLING OF VACANCIES (FULL TIME)

- 34.01 When a full time employee is going to be absent for any reason other than vacation, for a period expected to last longer than four (4) weeks, such positions shall be posted as per Article 24 of the Collective Agreement and will include the expected duration of the vacancy.
- 34.02 (a) Only applicants who are part time and from within the Department who are qualified and capable to perform the work, will be considered.
- Where there is no applicant from within the Department who has applied, applicants from other Departments who are capable and qualified will be eligible.
- (b) A full-time applicant will only be considered where the leave is greater than six (6) months.
- 34.03 (a) After two (2) years from the filling of the position, it shall be reposted as a permanent full time position.
- (b) If the position has been filled in accordance with Article 34.03(a) and the original incumbent is able to return, she shall return to her former position. The employee filling that job shall also have the ability to return to their old position. If their former position is no longer available, they can exercise their bumping rights under Article 12 of the collective agreement.
- 34.04 In the event a position is not to be filled, the Union will be provided with reasons and may make representation.
- 34.05 It is understood that part time employees who assume such vacant positions shall remain in the bargaining unit and shall be covered by the terms of the Collective Agreement including the percentage in lieu of all benefits payment.
- 34.06 It is understood that seniority will accumulate in the normal manner during the temporary period of replacement.
- 34.07 Employees in temporary positions are ineligible to apply for another temporary posting which commences prior to the expiration of the posting they are employed in, unless another temporary posting provides an increase in hours.

DATED this 12th day of June, 2018.

THE CORPORATION OF THE COUNTY
OF MIDDLESEX (STRATHMERE LODGE)




M. J. Kirk
Kathleen Bunting

UNIFOR
LOCAL 302




SCHEDULE "A" – WAGE RATES

| Classification | Effective Date | Start | Year 1 | Year 2 |
|----------------------------|-----------------------|--------------|---------------|---------------|
| Registered Practical Nurse | 01-Jan-17 | 29.54 | 29.94 | 30.15 |
| RPN Clinical Support | 01-Jan-18 | 30.01 | 30.42 | 30.63 |
| RPN Administrative Support | 01-Jan-19 | 30.31 | 30.72 | 30.94 |
| | 01-Jul-19 | 30.54 | 30.95 | 31.17 |
| | 01-Jan-20 | 30.85 | 31.26 | 31.48 |
| | 01-Jul-20 | 31.08 | 31.50 | 31.72 |
| Tradesperson | 01-Jan-17 | 26.70 | 27.09 | 27.32 |
| Restorative Care Aide | 01-Jan-18 | 27.13 | 27.52 | 27.76 |
| Adjuvant | 01-Jan-19 | 27.40 | 27.80 | 28.03 |
| | 01-Jul-19 | 27.60 | 28.01 | 28.25 |
| | 01-Jan-20 | 27.88 | 28.29 | 28.53 |
| | 01-Jul-20 | 28.09 | 28.50 | 28.74 |
| Personal Support Worker | 01-Jan-17 | 24.66 | 25.03 | 25.25 |
| Cook | 01-Jan-18 | 25.05 | 25.43 | 25.65 |
| Accounts Clerk | 01-Jan-19 | 25.31 | 25.68 | 25.91 |
| | 01-Jul-19 | 25.49 | 25.88 | 26.11 |
| | 01-Jan-20 | 25.75 | 26.14 | 26.37 |
| | 01-Jul-20 | 25.94 | 26.33 | 26.56 |
| Maintenance | 01-Jan-17 | 23.82 | 24.22 | 24.43 |
| Nursing Assistant | 01-Jan-18 | 24.20 | 24.61 | 24.82 |
| Receptionist | 01-Jan-19 | 24.44 | 24.85 | 25.07 |
| Ward Clerk | 01-Jul-19 | 24.63 | 25.04 | 25.26 |
| | 01-Jan-20 | 24.87 | 25.29 | 25.51 |
| | 01-Jul-20 | 25.06 | 25.48 | 25.70 |
| Assistant Cook | 01-Jan-17 | 24.00 | 24.22 | 24.43 |
| | 01-Jan-18 | 24.38 | 24.61 | 24.82 |
| | 01-Jan-19 | 24.63 | 24.85 | 25.07 |
| | 01-Jul-19 | 24.81 | 25.04 | 25.26 |
| | 01-Jan-20 | 25.06 | 25.29 | 25.51 |
| | 01-Jul-20 | 25.25 | 25.48 | 25.70 |

| | | | | |
|-----------------------|-----------|-------|-------|-------|
| Seamstress | 01-Jan-17 | 23.49 | 23.76 | 23.94 |
| Food Service Worker | 01-Jan-18 | 23.87 | 24.14 | 24.32 |
| | 01-Jan-19 | 24.10 | 24.38 | 24.57 |
| | 01-Jul-19 | 24.29 | 24.56 | 24.75 |
| | 01-Jan-20 | 24.53 | 24.81 | 25.00 |
| | 01-Jul-20 | 24.71 | 25.00 | 25.19 |
| Lead Laundry | 01-Jan-17 | 23.21 | 23.48 | 23.74 |
| Stockkeeper | 01-Jan-18 | 23.58 | 23.86 | 24.12 |
| Laundry Washer/Worker | 01-Jan-19 | 23.82 | 24.09 | 24.36 |
| Dietary Aide | 01-Jul-19 | 24.00 | 24.27 | 24.54 |
| Housekeeper | 01-Jan-20 | 24.24 | 24.52 | 24.79 |
| | 01-Jul-20 | 24.42 | 24.70 | 24.98 |

Notes:

1. The above adjustments resolve the issue of pay equity maintenance to date.
2. The parties recognize the following classifications:

| | |
|--|---|
| | Worker/Washer/Maintenance |
| | Seamstress/Laundry/Resident Helper |

It is agreed the employee hired in the above noted classifications will be paid the rate of the classification they are working in.

MEMORANDUM OF UNDERSTANDING
Between
THE CORPORATION OF THE COUNTY OF MIDDLESEX
(STRATHMERE LODGE)
-and-
UNIFOR, LOCAL 302

DISCIPLINARY ACTION - VIOLENCE AGAINST WOMEN


The Employer and the Union note the rising incidence of violence or abuse, notably violence against women outside of the workplace, and how this may affect the employee's attendance or performance at work.

The Employer agrees that where there is verification from recognized professionals (doctor, lawyer, professional counsellor, etc.) provided to the Employer, an employee who is subject to abuse or violence will not be disciplined without first giving full consideration to the circumstances surrounding the incident. Such information will be treated in a confidential manner by the Employer and the Union unless required by law to be produced.

It is further agreed that should an employee be absent from work as a result of abuse or violence and provides adequate verification from recognized professionals, she will receive pay from the first day of absence for a period not to exceed four weeks.


DATED this 12th day of June, 2018.

FOR THE CORPORATION



Butler
Mykirk
Allen Bentley

FOR THE UNION



Andy Fitch
Nancy Neuman

MEMORANDUM OF UNDERSTANDING
Between
THE CORPORATION OF THE COUNTY OF MIDDLESEX
(STRATHMERE LODGE)
-and-
UNIFOR, LOCAL 302

This memorandum is intended to be appended to Article 32, regarding Health and Safety, of the Collective Agreement.


1. The Employer and the Union recognize that only through collective efforts and cooperation can an effective Health and Safety program be realized. Such program will recognize the employee's right to standards of safety and health in the workplace.
2. It is the responsibility of the Employer to ensure processes are in place which will enable free and open exchanges of ideas and information on health and safety.
3. It is agreed that a Health and Safety Committee, composed of at least fifty percent (50%) labour representation, with a minimum of two (2) selected or appointed by Local 302, shall be the primary vehicle through which health and safety issues in the workplace are dealt. The Health and Safety Committee will be respected and supported by both parties.
4. Meetings of the Joint Health and Safety Committee shall be held monthly as members are available, but as a minimum, at least every second month.
5. Minutes shall be taken of all meetings and copies will be sent to the Employer and the Union Chairperson and posted on the health and safety notice board.
6. The parties agree that the Committee shall have terms of reference, the contents of which shall be approved by the Committee.
7. The parties agree that time spent in committee work will be considered an important part of the worker's job, and all time spent in committee activities, including prescribed preparation time, shall be paid at the applicable hourly rate.
8. One (1) employee representative will participate in worker certification training. In addition, worker and management training requirements will be based on the recommendations of the Committee to the Employer.
9. The Committee shall identify potential hazards, suggest means of improving health and safety programs and recommend actions to be taken to improve conditions related to safety and health. The Employer will respond in writing


within the time limitations as outlined in the legislation to any formal recommendation of the Joint Health and Safety Committee.


10. Each year on November 11th at 11:00 a.m. one minute of silence will be observed.

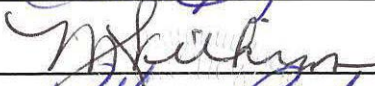
DATED this 12th day of June, 2018.

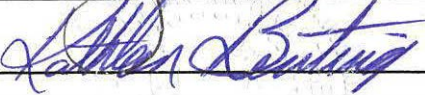
FOR THE CORPORATION



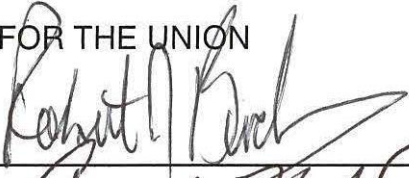


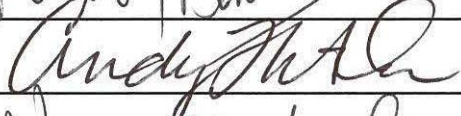


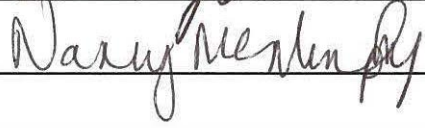




FOR THE UNION







LETTERS OF UNDERSTANDING
Between
THE CORPORATION OF THE COUNTY OF MIDDLESEX
(STRATHMERE LODGE)
-and-
UNIFOR, LOCAL 302

1) DAY OF MOURNING

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

2) PAID EDUCATION LEAVE

Strathmere Lodge will pay to the UNIFOR an amount of \$1,200.00 in each year of the Agreement to go to an account to be used for paid education leave.

3) 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 women's shelters to assist them in dealing with these and other issues.

For these reasons the parties agree to recognize the role of the women's advocate in the workplace. The advocate will meet in a private office with female members as required, discuss problems with them and refer them to the appropriate agency when necessary.

The Company and the Union will develop appropriate communications to inform female employees about the advocacy role and contact numbers to reach the women's advocate.

Any leave required by the Women's Advocate will be taken within the provisions of article 17.02 (i).

4) FOOD SERVICE WORKER CERTIFICATE REQUIREMENT FOR NEW HIRES AND TRANSFERS TO DIETARY AIDE POSITIONS

Effective with the signing of this Letter of Understanding the qualifications for Dietary Aide require a Food Service Worker certificate, and Food Handlers Certificate.

When job postings occur and there are no qualified applicants, the Employer at its discretion may consider applicants who have enrolled in the FSW Program prior to date of job posting. This letter of understanding supersedes Article 24.05.

Successful applicants that do not have the Food Service Worker certificate shall agree to complete the program within three (3) years from its commencement and shall bear all costs associated with the program.

Casual employees as defined in the collective agreement are exempt from this requirement.

5) TEMPORARY NON-UNION ASSIGNMENT

The Corporation and the Union agree that a bargaining unit member may accept a temporary supervisory position for a maximum period of six months. This period may be extended once by mutual agreement.

Where an employee accepts a temporary supervisory position, their bargaining unit seniority will be frozen for the period of the assignment. The employee will maintain all other rights under the Collective Agreement (eg. job posting). Such employee maintains the right to return to their original position at the end of the assignment.

A bargaining unit employee accepting such temporary assignment will be paid at the start rate of the position they have been assigned to. If the start rate does not provide an increase, they will be paid at a step on the grid which provides an increase from their current wage.

The employee will continue in the Unifor negotiated health and welfare benefit plan for the duration of the assignment and all other benefits will remain intact (eg. vacation).

6) VACATION TRANSITION

The parties agree that the Employer will transition to a vacation system which will change from an accrual to current year entitlement.

The parties also agree that this transition will not result in any loss of vacation for employees.

Commencing in the 2015 vacation period vacation earned as of January 1 will be available to all employees.

Employees in a year when their entitlement increases will also be available for this increased entitlement January 1st in that year.

Effective in the vacation year January 1, 2015 the vacation accrual for 2014 will be paid out to all employees.

The Employer has agreed to pay this out on a separate cheque.

Employees will be paid the vacation accrual for 2014 over the three (3) subsequent pay periods after ratification.

Part-time will be entitled to one additional vacation payment over and above the payment in the collective agreement.

7) SCHEDULING

The parties have agreed to establish a scheduling committee that will look at a number of issues concerning hours of work in the home. The following is a list of those items but it is agreed that they may not be exclusive and other issues may arise for discussions. The parties are agreed that the collective agreement will not be altered unless agreed to by the Union.

- The implementation of an electronic scheduling system

It is agreed that this system will not exclude the employer from making hard copies and making the entire schedule available to the Union and employees.

- Reduced work week
- Scheduling and definition of weekend for employees working overnight shift
- Moving towards a buddy system

8) REDUCED WORK WEEK

The parties recognize that the work done by employees in a Home for the Aged can be strenuous and taxing both physically and mentally. As a result, employees approaching retirement may wish to work less than a full schedule. To that end Unifor and Strathmere Lodge intend to enter into a pilot program to introduce a Reduced Work Week. The trial will begin at one day reduced per pay period and if successful Strathmere Lodge may elect to trial a two-day reduction per pay period.

Therefore, the parties agree to trial a Reduced Work Week (RWW) for a period to end by December 31, 2020. An employee accepted into the RWW will be required to sign an agreement outlining the terms of the RWW.

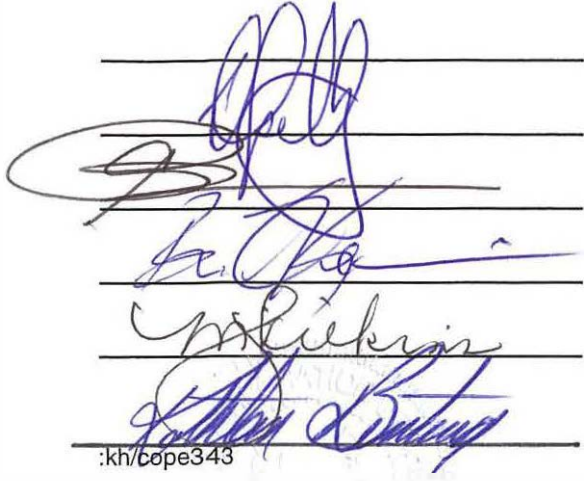
The conditions for implementation of the RWW are:

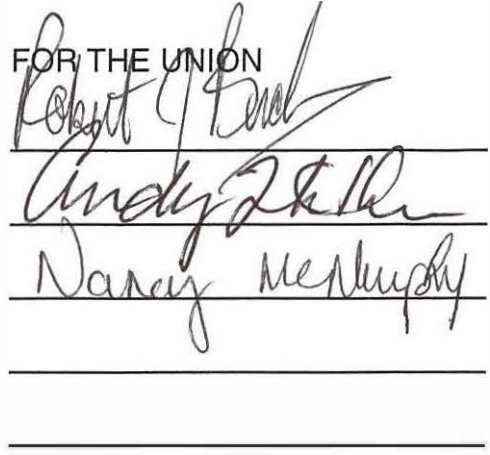
1. At most, no more than four (4) employees may be on a RWW at any one time. Up to three (3) of those employees may come from Nursing and only one (1) employee at a time from any of the remaining departments. Should there be fewer than three (nursing employees in the program, the additional employees may come from another department providing no one else from that department is on a Reduced Work Week Agreement. This is only available to full time employees.
2. The positions will initially be posted as RWW positions and will be filled based on seniority. Once the program is in place, an employee may apply for a RWW position and if one becomes available will be placed in the position. An employee will not be considered unless they are within ten years of their Normal Retirement Date or have been employed by Strathmere Lodge for at least thirty years.
3. Either the Employee or the Employer may cancel the position with twenty-eight days' notice. If the employee in the RWW position ceases their employment and there are no applicants interested at the time, the position will be posted as a regular full time position. An employee opting out of their RWW position will revert back to the original full time schedule and forfeits their right to re-apply for another RWW position at a later date.
4. An employee on a Reduced Work Week may reduce their schedule by one day per pay period. This day will be picked up in the part time scheduling.
5. An employee must maintain a consistent schedule (same days dropped) for the duration of their time in the position. An employee may not drop a weekend shift.
6. An employee on a RWW shall not be available for extra scheduled or call-in shifts except in extenuating circumstances.
7. The RWW employee will be required to pay the pro-rated cost of their benefits and will be given the option to purchase their reduced time for their OM ERS pension.

DATED this 12th day of June, 2018.

FOR THE CORPORATION

FOR THE UNION


A series of five horizontal lines with handwritten signatures in blue ink. The signatures are stylized and difficult to read. The first signature is the most prominent, followed by four smaller ones.


A series of five horizontal lines with handwritten signatures in black ink. The first signature is 'Robert J. Lynch', the second is 'Andy J. ...', and the third is 'Nancy M. Murphy'. The last two lines are empty.

:kh/cope343